

COPY

Cobb Site Development, Inc.

BID FORM

CITY OF VENICE
DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID

TABLE OF ARTICLES

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ARTICLE 1 - BID RECIPIENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an AGREEMENT with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign the AGREEMENT and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
<u>1</u>	<u>4/6/18</u>	<u> </u>	<u> </u>
<u>2</u>	<u>4/24/18</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, which that have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.02 Bidder further represents that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding;
- C. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and
- D. No person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid
- C. Bidder; has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;

1. "Corrupt practice" means the offering, giving, or soliciting of anything of value likely to influence the action of a public official in the bidding process
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
3. "Collusive practice" means to scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- 5.02 Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.
- 5.03 Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will be based on actual quantities of Unit Price Work determined as provided in the Contract Documents.
- 5.04 All specified cash allowances are included in the price(s) set forth above and have been completed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 240 calendar days after the date when the Contract Times commence to run, which days will be entered by OWNER into the AGREEMENT as the Contract Times.
- 6.02 Bidder accepts the provisions of the AGREEMENT as to liquidated and special damages, if any, in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security.
- B. Required Bidder Qualifications Statement with supporting data.
- C. Miscellaneous Bid Forms

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions, Supplementary and Special Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted on 4/27, 2018 by:

If Bidder is: Cobb Site Development, Inc.

Individual

Name (Typed or Printed): _____

By _____
(Individual's Signature)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

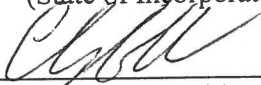
Phone No.: _____ Facsimile: _____

A Corporation

Corporation Name: Cobb Site Development, Inc.

Florida.

(State of Incorporation)

By 

(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): Clay Cobb, CEO

(CORPORATE
SEAL)

Attest: Kinda Cobb

(Secretary)

License or Registration Number: CGC 1516528

Business Address: 401 South Sixth Ave.

Wauchula FL 33873

Phone No.: 863-773-3839 Facsimile: 863-773-3214

Limited Liability Company

By: _____

(Firm Name)

(State of Formation)

By: _____

(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

COBB SITE DEVELOPMENT, INC.

Filing Information

Document Number P02000043597
FEI/EIN Number 13-4205756
Date Filed 04/15/2002
State FL
Status ACTIVE
Last Event NAME CHANGE
AMENDMENT
Event Date Filed 10/11/2007
Event Effective Date 11/05/2007

Principal Address

401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Mailing Address

401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Registered Agent Name & Address

COBB, LAVON
401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Officer/Director Detail

Name & Address

Title P, T

COBB, LAVON
401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Title V, S

COBB, LINDA
401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Title CEO

COBB, JAMES C
401 S. 6TH AVE
WAUCHULA, FL 33873

Annual Reports

Report Year	Filed Date
2016	03/31/2016
2017	04/06/2017
2018	04/10/2018

Document Images

04/10/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
03/06/2015 -- ANNUAL REPORT	View image in PDF format
04/11/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
03/10/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
10/11/2007 -- Name Change	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
03/15/2004 -- ANNUAL REPORT	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
04/15/2002 -- Domestic Profit	View image in PDF format

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: _____

Phone and FAX number and address for receipt of communications to joint venture:

Phone: _____ Facsimile: _____

ARTICLE 10 – REQUIRED FORMS

Required Forms Check List: ITB# 3084-18: DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID

- ☒ Proposal Bond
- ☒ Qualifications Statement
- ☒ Cooperative Procurement with Other Jurisdictions
- N/A ☐ Form 3A- Interest in Competitive Bid for Public Business
- ☒ Indemnification/Hold Harmless
- ☒ FDEP & U.S. EPA Construction Notices of Intent (NOI)
- ☒ City of Venice Ordinance 95-12
- ☒ City of Venice Ordinance 96-09
- ☒ Statement of References for Contractor
- ☐ Contractor's Statement of Sub-contractors
- ☒ Drug Free Workplace Certification
- ☒ Non-Collusive Declaration and Compliance with 49 CFR §29
- ☒ Public Entity Crime Information
- ☒ Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
- ☒ Disclosure of Lobbying Activities
- ☒ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☒ Conflict of Interest/Confidentiality Certification
- ☒ MBE Planned Utilization
- ☒ LAP Certification of Current Capacity Form 525-010-46
- ☒ E-Verify
- ☒ Bid Schedule
- W/10 ☐ No-Bid Response (if applicable)

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

Mark N/A if not applicable to your firm

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we COBB SITE DEVELOPMENT, INC.
(Here insert full name and address or legal title of Contractor)

401 South Sixth Avenue
Wauchula, Florida 33873

as Principal, hereinafter called the Principal, and OLD REPUBLIC SURETY COMPANY
(Here insert full name and address or legal title of Surety)

P.O. Box 1635

Milwaukee, WI 53201-1635

a corporation duly organized under the laws of the State of Wisconsin

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF VENICE

Venice City Hall, Room 114, 401 West Venice Avenue
Venice, Florida 34285

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the largest amount for which
award can be made under the accompanying bid.

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

24th

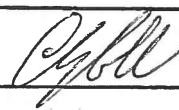
day of


April

18 2018

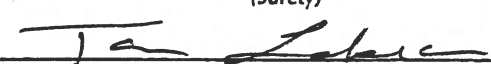

(Witness)

COBB SITE DEVELOPMENT, INC.

 (Principal) (Seal)
, CEO
(Title)


Teresa Blunk (Witness)

OLD REPUBLIC SURETY COMPANY

(Surety) (Seal)

(Title)

Tom S. Lobrano, IV, Attorney-in-Fact & Florida Resident Agent



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS S. LOBRANO, GEOFFREY M. MUNN, KIMBERLY L. CARROLL, OF JACKSONVILLE, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

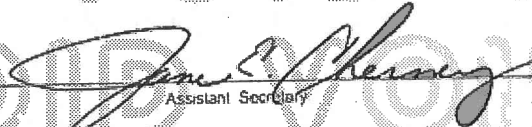
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9TH day of MARCH, 2018.

OLD REPUBLIC SURETY COMPANY



Assistant Secretary
STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS




President

On this 9TH day of MARCH, 2018, personally came before me, Alan Pavlic and Jane E. Cherney to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

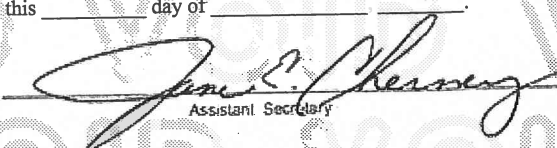
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2261

Signed and sealed at the City of Brookfield, WI this _____ day of _____




Assistant Secretary

CONSTRUCTION UNDERWRITERS, INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO:

CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue
Venice, Florida 34285

CHECK ONE:

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME:

Cobb Site Development, Inc.

ADDRESS:

401 South Sixth Ave, Waukegan FL 33873

PRINCIPLE OFFICE:

401 South Sixth Ave, Waukegan FL 33873

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

Cobb Site Development, Inc.

The address of the principal place of business is:

401 South Sixth Ave, Waukegan FL 33873

If the Offeror is a corporation, answer the following:

a. Date of Incorporation:

4/15/2002

b. State of Incorporation:

Florida

c. President's Name:

Lavon Cobb

d. Vice President's Name:

Linda Cobb

e. Secretary's Name:

Linda Cobb

f. Treasurer's Name:

Lavon Cobb

g. Name and address of Resident Agent:

Clay Cobb, CEO

If Offeror is an individual or partnership, answer the following:

a. Date of Organization:

n/a

b. Name, address and ownership units of all partners:

n/a

c. State whether general or limited partnership:

n/a

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

n/a

If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name? 11 years.

a. Under what other former names has your organization operated?

Florida Ag Builders - 5 years.

ACKNOWLEDGEMENT

State of Florida
County of Hardee

SS.

On this the 24th day of April, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared Clay Cobb and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



LYDIA ANN QUINTANA
MY COMMISSION # FF 156454
EXPIRES: September 11, 2018
Bonded Thru Budget Notary Services

Lydia Ann Quintana
NOTARY PUBLIC, STATE OF Florida

(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☐ DID NOT take an oath



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 26, 2007

KENNETH B EVERS
KENNETH B EVERS, P.A.
P O DRAWER 1308
WAUCHULA, FL 33873-1308

Re: Document Number P02000043597

The Articles of Amendment to the Articles of Incorporation for FLORIDA AG BUILDERS, INC which changed its name to COBB SITE DEVELOPMENT, INC., a Florida corporation, were filed on October 11, 2007, effective November 5, 2007.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Pamela Smith
Regulatory Specialist II
Division of Corporations

Letter Number: 507A00063032

State of Florida



Department of State

I certify from the records of this office that COBB SITE DEVELOPMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 15, 2002.

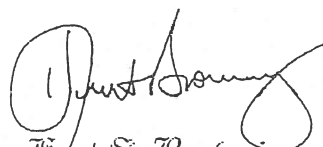
The document number of this corporation is P02000043597.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report/uniform business report was filed on April 11, 2007, and its status is active.

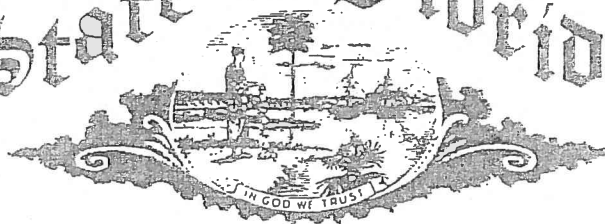
I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of October, 2007




Kurt S. Browning
Secretary of State

State of Florida



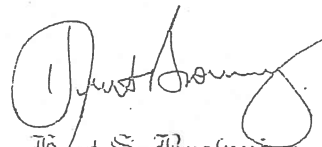
Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on October 11, 2007, effective November 5, 2007, to Articles of Incorporation for FLORIDA AG BUILDERS, INC which changed its name to COBB SITE DEVELOPMENT, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P02000043597.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of October, 2007




Kent S. Browning
Secretary of State

CR2EO22 (01-07)

Articles of Amendment
to
Articles of Incorporation
of

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2007 OCT 11 PM 12:39

FLORIDA AG BUILDERS, INC.

(Name of corporation as currently filed with the Florida Dept. of State)

11-05-07

P02000043597

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

COBB SITE DEVELOPMENT, INC.

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered," "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

N/A

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

N/A

(continued)

The date of each amendment(s) adoption: October 2, 2007

Effective date if applicable: Nov. 5, 2007
(no more than 90 days after amendment file date)

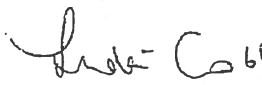
Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by
_____. "
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature


(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

LINDA COBB

(Typed or printed name of person signing)

Vice President

(Title of person signing)

FILING FEE: \$35

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes ✓ No

AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: Clay Cobb
Signature: [Signature]
Title: CEO
Company Name: Cobb Site Development, Inc.
Address: 401 South Sixth Ave
City, State, ZIP: Waukegan IL 60087
Telephone Number: 847-877-3839
Fax Number: 847-877-3214
E-mail address: operations@LCobbConstruction.com

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL Cobb, James "Clay"			OFFICE / POSITION HELD CEO		
MAILING ADDRESS 401 South Sixth			AGENCY N/A		
CITY Wauchoula	ZIP FL 33873	COUNTY Hardee	ADDRESS OF AGENCY N/A		

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency: <div style="text-align: center; font-size: 2em; margin-top: 10px;">N/A</div>		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____ _____ b. The realty, goods, and / or services will be supplied for the following period of time: _____ c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A - REV 1/07 (Pursuant to Rule 34-7.010(1)(c), F.A.C. XRev 9/2013)

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

INDEMNIFICATION/HOLD HARMLESS


The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerrors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, Clay Cobb, being an authorized representative of the firm of
Cobb Site Development, Inc. located at City
Wausahula, State Florida, Zip Code 33873 Phone:
863-773-3839 Fax: 863-773-3214. Having read and

understood the contents above, hereby submit accordingly as of this Date,

April 27th, 2018.

Clay Cobb
Please Print Name


Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

CITY OF VENICE, FLORIDA
FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site <http://www.dep.state.fl.us/water/stormwater/npdes/> or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): Cobb Site Development, Inc.
Name and Title: Clay Cobb, CEO
Address: 401 South Sixth Ave
Wauchope FL 33873
Telephone: 863-773-3831

BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.

Signature: _____

Printed name/title: _____

Date: 4/27/18

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

ORDINANCE 95-12

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and

WHEREAS, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and

WHEREAS, the control of stormwater runoff is the responsibility of each individual property owner; and

WHEREAS, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:
SECTION 1. Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:

Sec. 9-71. Discharge of raw sewage into storm sewer.

It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.

SECTION 2. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.

SECTION 3. Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

ARTICLE VI. STORMWATER QUALITY

Sec. 19-141. Definitions.

As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.

As used in this article "construction sites" refers to all sites.

As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.

As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

Sec. 19-142. Disposal of industrial stormwater discharges.

The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.

(1) **Industrial wastewater/illicit discharge:** Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.

(2) **Industrial stormwater:** As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such discharge.

Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.

BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

Best Management Practices include but are not limited to, the following requirements:

- (a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
- (b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
- (c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
- (d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
- (e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
- (f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

Sec. 19-44. Owner responsibility for stormwater runoff.

- (a) The control of stormwater runoff is the responsibility of each individual property owner.
- (b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
- (c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
- (d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
- (e) The property owner's engineer will be required to certify to the City Engineer that construction was completed in accordance with the certified plans, prior to issuance of a Certificate of Occupancy.
- (f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

Sec. 19-145. Illicit discharges.

It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration, seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.

SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.

SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.

First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

ORDINANCE 96-09

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

WHEREAS, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:
SECTION 1. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

Sec. 19-141. Definitions.

As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (a) (b) (14), U.S. Environmental Protection Agency regulation.

SECTION 2. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

Sec. 19-146. Inspections.

It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

SECTION 3. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 4. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

ATTEST: /s/LORI STELZER, CMC, CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY.

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: Cobb Site Development, Inc.
BUSINESS ADDRESS: 401 South Sixth Ave, Waukegan FL 33873.
How many years have you been engaged in the business under the present firm name? 11^{DN} years.
List previous business experience: 5 years as Ag Builder
Florida Ag Builders, Inc.

List at least three construction references:

- (1) Person to contact: Carl Cool
Company Name: Cool-Cobb Engineering
Address: 203 W. Main Street, Avon Park FL 33825.
Telephone: 863-657-2233 Date work performed: April 2017.
- (2) Person to contact: Greg With
Company Name: Half Acre Construction.
Address: 7015 Professional Pkwy E, Sarasota FL 34240 on
Telephone: 941-907-9099 Date work performed: Various jobs + dates.
- (3) Person to contact: Russ Holliday
Company Name: AuCON Inc.
Address: 5555 E. Michigan St, Ste 200, Orlando FL 32822
Telephone: 407-599-1122 Date work performed: September 2016.
- (4) Person to contact: Terry Beacham
Company Name: Bartow Airport
Address: PO Box 650 Bartow FL 33831
Telephone: 863-533-1195 Date work performed: July 2016

**CONTRACTOR'S STATEMENT OF
SUBCONTRACTORS TO BE USED FOR THIS WORK**

NAME OF CONTRACTOR: Cobb Site Development Inc.
BUSINESS ADDRESS: 401 South Sixth Ave. Tallahassee FL 32303

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

- (1) Company Name: B & E Signal & Lighting.
Address: 6447 33rd St. E. Sarasota FL 34243.
Telephone: 941-758-3594 Phase of Work Sublet: Electrical.
- (2) Company Name: Superior Asphalt, Inc.
Address: PO Box 2489, Oneco, FL 34264.
Telephone: 941-755-2850 Phase of Work Sublet: Asphalt
- (3) Company Name: LS Curb.
Address: 4206 James L. Redman Pkwy, Plant City FL 33567
Telephone: 813-737-1524 Phase of Work Sublet: Sidewalk & Curb
- (4) Company Name: Hazeltine Nurseries
Address: 2401 N. River Rd, Venice FL 34292
Telephone: 941-488-8820 Phase of Work Sublet: Landscaping & Irrigation.

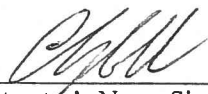
DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

 , Clay Cobb CEO

Contractor's Name Signature

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Sarasota
BID LETTING OF: 3084-18

I, Clay Cobb, hereby declare that I am
(NAME)
CEO of Cobb Site Development, Inc.
(TITLE) (FIRM)
of Waudhulla Florida
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Clay Cobb, CEO
(NAME AND TITLE PRINTED)

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

WITNESS: [Signature]

Executed on this 24th day of April, 2018

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

I, Clay Cobb, being an authorized representative
of the firm of Cobb Site Development Inc, located at City:
Waukegan State: Florida Zip: 33873, have
read and understand the contents of the Public Entity Crime Information and of this
formal BID/ITB package, hereby submit our proposal accordingly.

Signature: [Signature]
Phone: 863-773-3839
Federal ID#: 13-4205756

Date: 4/27/2018
Fax: 863-773-3214

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01


The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Cobb Site Development, Inc.
By: Clay Cobb Date: 4/27/18
Authorized Signature: 
Title: CEO

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: <u>Cobb Site Development, Inc.</u> <u>401 South Sixth Ave</u> <u>Waukegan IL 33873</u> Congressional District, if known: 4c _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____ _____			7. Federal Program Name/Description: _____ _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____ _____			9. Award Amount, if known: \$ _____ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Clay Cobb</u> Title: <u>CEO</u> Telephone No.: <u>803 733 8391</u> Date (mm/dd/yyyy): <u>4/27/18</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: John Site Development (clayco)
By: [Signature]
Date: 4/27/18
Title: CEO

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC - 03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
ITB 3084-18	Downtown Roadway Corridor Improvements	N/A
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Clay Cobb		4/27/2018
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
12/09

PROCUREMENT NO. ITB 3084-18 FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: Downtown Roadway Corridor Improvements Re-Bid.

I, Clay Cobb (name) CEO (title)

of Cobb Site Development Inc

plan to subcontract at least 10.6 % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

B & E Utility Contractors

Electrical

DW Unlimited Turf

Sod-

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: Cybil

Title: CEO

Date: 4/27/2018

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on 4/27/18
(Letting Date)

Fill in your FDOT Vendor Number VF <u>134205756001</u> (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ SEE BELOW

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Cobb Site Development, Inc.
NAME OF FIRM

Sworn to and subscribed this 27th day
of April, 20 18

By: Clay Cobb, CEO
Title

* Please note, we are prequalified by the FDOT for
\$8,650,000.00 with \$27,101,508.15 contracts on
hand. Our bonding capacity is \$100 Million,
as shown in the attached letter from our
bonding company. Thank you

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.



CONSTRUCTION UNDERWRITERS, INC.
4168 Southpoint Pkwy Ste 305 Jacksonville, FL 32216
(904) 296-3331 Phone (904) 296-1314 Fax

March 12, 2018

Florida Department of Transportation
605 Suwanee St.
Tallahassee, FL 32399

Re: COBB SITE DEVELOPMENT, INC. - Contractor

To Whom It May Concern:

It has been our pleasure to provide surety credit for COBB SITE DEVELOPMENT, INC. for many years. We have never been called upon for a bond, which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

Currently, COBB SITE DEVELOPMENT, INC. has surety credit established with Old Republic Surety Company, an AM Best Rated Company of A, VII, in excess of \$50 million for single projects and an aggregate work program in excess of \$100 million.

We would foresee no problem in providing the necessary 100% performance and payment bonds to COBB SITE DEVELOPMENT, INC. This commitment is contingent upon an acceptable contract to COBB SITE DEVELOPMENT, INC. and Old Republic Surety Company.

We regard this firm as one of the outstanding firms in the construction industry and we feel the principals of COBB SITE DEVELOPMENT, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend COBB SITE DEVELOPMENT, INC.

If we can provide any additional information, please do not hesitate to call.

Sincerely,

CONSTRUCTION UNDERWRITERS, INC.

Tom S. Lobrano, IV
Attorney-in-Fact
TSLIV/tlb

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS S. LOBRANO, GEOFFREY M MUNN, KIMBERLY L CARROLL, OF JACKSONVILLE, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of AUGUST, 2017.

OLD REPUBLIC SURETY COMPANY

James E. Chenevix
Assistant Secretary



Don P. ...
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 21ST day of AUGUST, 2017
Jane E Cherney to me known

On this 21ST day of AUGUST, 2017, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2261

Signed and sealed at the City of Brookfield, WI this 12th day of March, 2018



James E. Chenevix
Assistant Secretary

CONSTRUCTION UNDERWRITERS, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-040-68
PROCUREMENT
01/11

Contract No: ITB 3084-18
Financial Project No(s): n/a
Project Description: City of Venice - Downtown Roadway
Corridor Improvements Re-bid

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Cobb Site Development, Inc.
Authorized Signature: [Signature]
Title: CEO
Date: 4/27/18

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

BID SCHEDULE - Addendum #2
DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID
ITB Number 3084-18

ROADWAY IMPROVEMENTS					
ITEM #	Description	Unit	Quantity	Unit Price	Cost
101-1	Mobilization	LS	1	\$ 726,279.16	\$ 726,279.16
102-1	Maintenance of Traffic	LS	1	\$ 88,527.74	\$ 88,527.74
102-60	Work Zone Sign	ED	11,749	\$ 0.39	\$ 4,582.11
102-71-12	Temporary Barrier, F&I, Waterfilled	LF	3,600	\$ 60.27	\$ 216,972.00
102-71-22	Relocate Temporary Barrier, F&I, Waterfilled	LF	3,600	\$ 6.13	\$ 22,068.00
102-74-1	Channelizing Device - Types I, II, DI, VP, Drum or LCD	ED	10,994	\$ 0.98	\$ 10,774.12
102-74-2	Channelizing Device - Type III, 6'	ED	3,416	\$ 2.38	\$ 8,130.08
102-74-6	Channelizing Device - Pedestrian LCD (Longitudinal Channelizing Device)	ED	23,620	\$ 1.16	\$ 27,399.20
102-76	Arrow Board/ Advance Warning Arrow Panel	ED	3	\$ 100.00	\$ 300.00
102-99	Portable Changeable Message Sign - Temporary	ED	472	\$ 22.52	\$ 10,629.44
104-10-3	Sediment Barrier	LF	500	\$ 5.70	\$ 2,850.00
104-18	Inlet Protection System	EA	75	\$ 134.23	\$ 10,067.25
104-11	Floating Turbidity Barrier	LF	200	\$ 18.47	\$ 3,694.00
110-1	Clearing and Grubbing	LS/AC	1	\$ 279,956.99	\$ 279,956.99
110-4-10	Removal of Existing Concrete (includes sidewalks, driveways and curbs)	SY	9,220	\$ 12.02	\$ 110,824.40
120-1	Regular Excavation	CY	17,980	\$ 10.39	\$ 186,812.20
120-6	Embankment	CY	290	\$ 109.36	\$ 31,714.40
160-4	Type B Stabilization 12" (LBR 40)	SY	26,011	\$ 3.58	\$ 93,119.38
285-709	Optional Base Group 09	SY	26,011	\$ 46.06	\$ 1,198,066.66
334-1-12	Superpave Asphaltic Concrete, Type SP-9.5 (Traffic B), 2"	TN	2,862	\$ 147.20	\$ 421,286.40
425-1-201	Curb Inlets, Type P-9 (<10')	EA	52	\$ 3,608.54	\$ 187,644.08
425-1-203	Curb Inlets, Type J-9 (<10')	EA	3	\$ 4,383.89	\$ 13,151.67
425-1-561	Ditch Bottom Inlets, Type F, <10'	EA	4	\$ 4,326.96	\$ 17,307.84
425-1-711	Gutter Inlets, Type V, <10'	EA	1	\$ 4,294.66	\$ 4,294.66
425-2-41	Manholes, P-7, <10'	EA	9	\$ 4,337.53	\$ 39,037.77
425-2-71	Manholes, J-7, <10'	EA	16	\$ 6,380.76	\$ 102,092.16
425-2-72	Manholes, J-7, >10'	EA	2	\$ 21,194.15	\$ 42,388.30
425-2-61	Manholes, P-8, <10'	EA	2	\$ 8,589.51	\$ 17,179.02
425-11	Modify Existing Drainage Structure	EA	2	\$ 1,305.20	\$ 2,610.40
425-5-1	Manholes, Adjust, Utilities (Rim)	EA	9	\$ 1,060.51	\$ 9,544.59
425-6	Valve Boxes, Adjust	EA	5	\$ 434.60	\$ 2,173.00
430-175-112	Pipe Culvert, Round, 12"SS	LF	28	\$ 65.00	\$ 1,820.00
430-175-118	Pipe Culvert, Round, 18"SS	LF	1,817	\$ 74.41	\$ 135,202.97
430-175-124	Pipe Culvert, Round, 24"SS	LF	1,035	\$ 83.29	\$ 86,205.15
430-175-130	Pipe Culvert, Round, 30"SS	LF	253	\$ 112.27	\$ 28,404.31
430-175-218	Pipe Culvert, Other-Elip/Arch, 18"SS	LF	35	\$ 148.45	\$ 5,195.75
430-175-224	Pipe Culvert, Other-Elip/Arch, 24"SS	LF	319	\$ 119.03	\$ 37,970.57
Roadway Subtotal (page 1) =				\$	4,186,275.77

THIS PAGE MUST BE COMPLETED SUBMITTED WITH OFFER

BID SCHEDULE - Addendum #2
DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID
ITB Number 3084-18
ROADWAY IMPROVEMENTS (cont.)

ITEM #	Description	Unit	Quantity	Unit Price	Cost
430-175-230	Pipe Culvert, Other-Elip/Arch, 30"SS	LF	534	\$ 138.60	\$ 74,012.40
436-1-1	Trench Drain	LF	260	\$ 473.53	\$ 123,117.80
520-1-10	Concrete Curb & Gutter (Type F)	LF	15,144	\$ 30.22	\$ 457,651.68
520-2	Concrete Header Curb (8" wide, 6" thick)	LF	1,056	\$ 16.62	\$ 17,550.72
522-1	Concrete Sidewalk and Driveways (4" thickness)	SY	4,810	\$ 58.02	\$ 279,076.20
522-2	Concrete Sidewalk and Driveways (6" thickness)	SY	1,235	\$ 70.06	\$ 86,524.10
527-2	Detectable Warnings	SF	1,175	\$ 37.39	\$ 43,933.25
570-1-2	Performance Turf, Sod	SY	8,774	\$ 2.51	\$ 22,022.74
999-1	Roof Drain Modifications/Curb Openings	EA	27	\$ 1,443.53	\$ 38,975.31
999-2	Flexible Sidewalk	SY	17	\$ 230.27	\$ 3,914.59
1050-42-202	Utility Pipe, F&I, HDPE, High Density Polyethylene, Watermain (2")	LF	45	\$ 47.44	\$ 2,134.80
1050-31-206	Utility Pipe, F&I, PVC, Poly Vinyl Chloride, Watermain (6")	LF	40	\$ 254.23	\$ 10,169.20
1080-29-106	Utility Fixture, Mechanical Joint Restraint, F&I (6")	EA	12	\$ 256.06	\$ 3,072.72
Roadway (page 2) =				\$	1,162,155.51
Roadway (page 1) =				\$	4,186,275.77
Roadway Subtotal (pages 1 and 2) =				\$	5,348,431.28

BID SCHEDULE - Addendum #2
DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID
ITB Number 3084-18

SIGNAGE AND PAVEMENT MARKINGS					
ITEM #	Description	Unit	Quantity	Unit Price	Cost
700-1-11	Single Post Sign, F&I Ground Mount, Up to 12 Sf	AS	62	\$ 610.30	\$ 37,838.60
700-1-50	Single Post Sign, Relocate	AS	2	\$ 251.71	\$ 503.42
700-1-60	Single Post Sign, Remove	AS	50	\$ 33.27	\$ 1,663.50
710-11-290	Painted Pavement Markings, Standard, Yellow, Island Nose	SF	189	\$ 1.32	\$ 249.48
711-11-123	Thermoplastic, Standard, White, Solid, 12" For Crosswalk and Roundabout	LF	2,428	\$ 5.54	\$ 13,451.12
711-11-124	Thermoplastic, Standard, White, Solid, 18" For Diagonals and Chevrons	LF	367	\$ 8.05	\$ 2,954.35
711-11-125	Thermoplastic, Standard, White, Solid, 24" For Stop Line and Crosswalk	LF	611	\$ 12.98	\$ 7,930.78
711-11-224	Thermoplastic, Standard, Yellow, Solid, 18" For Diagonal or Chevron	LF	45	\$ 9.61	\$ 432.45
711-14-160	Thermoplastic, Preformed, White, Message	EA	40	\$ 484.57	\$ 19,382.80
711-14-170	Thermoplastic, Preformed, White, Arrow	EA	9	\$ 413.59	\$ 3,722.31
711-16-101	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	GM	1.01	\$ 8,866.73	\$ 8,955.40
711-16-131	Thermoplastic, Other Surfaces, White, Skip, 6", 10-30 Skip or 3-9 Lane Drop	GM	0.44	\$ 8,921.31	\$ 3,925.38
711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	GM	1.93	\$ 8,690.60	\$ 16,772.86
Signing & Pavement Marking Subtotal =				\$	117,782.44

BID SCHEDULE - Addendum #2
DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID
ITB Number 3084-18

LIGHTING					
ITEM #	Description	Unit	Quantity	Unit Price	Cost
630-2-11	Conduit, F&I, Open Trench	LF	5,207	\$ 12.82	\$ 66,753.74
630-2-12	Conduit, F&I, Directional Bore	LF	390	\$ 26.30	\$ 10,257.00
635-2-11	Pull & Splice Box, F&I, 13" x 24" Cover Size	EA	86	\$ 619.32	\$ 53,261.52
639-1-121	Electrical Power Service, F&I, Underground, (Meter Furnished by Power Company)	AS	5	\$ 7,585.52	\$ 37,927.60
639-2-1	Electrical Service Wire, F&I	LF	5	\$ 8,219.17	\$ 41,095.85
639-3-11	Electrical Service Disconnect, F&I, Pole Mount	EA	5	\$ 2,145.27	\$ 10,726.35
654-1-10	In-Roadway Light Assembly, F&I, AC Powered, Complete Assembly	AS	14	\$ 28,566.63	\$ 399,932.82
715-1-11	Lighting Conductors, F&I, Insulated, No. 10	LF	5,793	\$ 1.52	\$ 8,805.36
715-1-12	Lighting Conductors, F&I, Insulated, No. 8 to No. 6	LF	12,339	\$ 2.21	\$ 27,269.19
715-1-60	Lighting Conductors, Remove & Dispose, Contractor Owns	LF	675	\$ 1.38	\$ 931.50
715-7-11	Load Center, F&I, Secondary Voltage	EA	2	\$ 12,412.53	\$ 24,825.06
715-500-1	Light Pole Cable Distribution System, Conventional	EA	1	\$ 1,475.05	\$ 1,475.05
715-540-000	Light Pole Complete - Special Design, Relocate	EA	1	\$ 4,865.08	\$ 4,865.08
Lighting Subtotal=				\$	688,126.12

BID SCHEDULE - Addendum #2
DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID
ITB Number 3084-18

HARDSCAPE					
ITEM #	Description	Unit	Quantity	Unit Price	Cost
120-1	Excavation 24" deep	CY	335	\$97.77	\$32,752.95
520-2	Curbing				\$0.00
	8" wide header curb 6" deep	LF	1,056	\$15.81	\$16,695.36
522-2	6" Concrete Sidewalk	SY	244	\$62.87	\$15,340.28
523-1	Patterned Pavement	SY	964	\$150.99	\$145,554.36
526-1-2	Architectural Pavers				\$0.00
	brick pavers new	SY	974	\$115.95	\$112,935.30
	concrete pavers reused	SY	229	\$42.95	\$9,835.55
550-10-919	Barrier Fence	LF	1,612	\$39.77	\$64,109.24
580-1-2	Tree Pit Elements				\$0.00
	Bonded aggregate	SY	329	\$468.25	\$154,054.25
	Root Cells	CF	4,557	\$33.23	\$151,429.11
	Root barrier 12" deep	LF	1,476	\$7.80	\$11,512.80
	underground tree brace	EA	69	\$48.90	\$3,374.10
751-36-11	Bicycle Racks	EA	57	\$433.09	\$24,686.13
751-37	Trash Receptacle	EA	24	\$3,229.53	\$77,508.72
751-38-19	Bench	EA	62	\$2,662.71	\$165,088.02
Hardscape Subtotal =				\$	984,876.17

BID SCHEDULE - Addendum #2
DOWNTOWN ROADWAY CORRIDOR IMPROVEMENTS RE-BID
ITB Number 3084-18

LANDSCAPE					
ITEM #	Description	Unit	Quantity	Unit Price	Cost
	<u>Type</u> <u>Size</u>				
570-1-2	Turf				
	<i>Stenotaphrum secundatum</i>	SY	1,220	\$ 5.38	\$ 6,563.60
580-1-1	Landscape Complete <i>Small</i>	LS	1	\$ 62,531.75	\$ 62,531.75
580-1-2	Landscape Complete <i>Large</i>	LS	1	\$ 326,676.55	\$ 326,676.55
162-1-12	Prepared Soil Layer				\$ -
	<i>Top Soil</i>	SY	1,832	\$ 14.45	\$ 26,472.40
	<i>Soil Sterilizer (Dazomet)</i>	LB	415	\$ 6.46	\$ 2,680.90
Landscape Subtotal =				\$	424,925.20

IRRIGATION					
ITEM #	Description	Unit	Quantity	Unit Price	Cost
590-70	Irrigation - Venice Ave.	LS	1	\$122,624.84	\$122,624.84
Irrigation SubTotal =				\$	122,624.84

**Bid Schedule - Addendum #2
Downtown Corridor Roadway Improvements Re-Bid
ITB Number 3084-18**

BID SUMMARY

ELEMENT	SUBTOTALS
ROADWAY IMPROVEMENTS	
SIGNAGE AND PAVEMENT MARKINGS	\$ 5,348,431.28
LIGHTING - PHASE 1	\$ 117,782.44
HARDSCAPE	\$ 688,126.12
LANDSCAPE	\$ 984,876.17
IRRIGATION	\$ 424,925.20
	\$ 122,624.84
BASE BID TOTAL	\$ 7,686,766.05
10% Contingency	\$ 768,676.61
TOTAL BASE BID AMOUNT INCLUDING CONTINGENCY	\$ 8,455,442.66

ALTERNATE A - 332-1 Full-Depth Pavement Reclamation (8" w/modifier)	Add/(Deduct)
	\$ -
ALTERNATE B - W. Venice Ave. Median Electrical	Unit Cost
630-2-11 Conduit, F&I, Open Trench	1,778 LF 28227.98
630-2-12 Conduit, F&I, Directional Bore	180 LF 9605.38
635-2-11 Pull & Splice Box, F&I, 13" x 24" Cover Size	54 EA 39337.09
715-1-11 Lighting Conductors, F&I, Insulated, No. 10	783 LF 6008.65
715-1-12 Lighting Conductors, F&I, Insulated, No. 8 to No. 6	1,464 LF 8049.91
715-7-11 Load Center, F&I, Secondary Voltage	6 EA 82829.37
715-7-41 Load Center, Remove, Secondary Voltage	6 EA 10787.35
750-50 Receptacle on Median (includes Pedestal and Receptacle)	50 EA 33558.37
Total Alternate B	\$ 218,404.10
ALTERNATE C - 590-70 Miami Avenue Irrigation complete	\$ 102,072.65
ALTERNATE D - 590-70 Tampa Avenue Irrigation complete	\$ 100,000.77
ALTERNATE E - Lighting Conduit for Future Use outside Hardscape Areas	Unit Cost
630-2-11 Conduit F&I, Open Trench	8,796 LF 130329.24
630-2-12 Conduit F&I, Directional Bore	750 LF 32190.55
635-2-11 Pull & Splice Box, F&I, 13" x 24" Cover Size	79 EA 61772.63
Total Alternate E	\$ 224,292.42
ALTERNATE F - 715-518-1 Plant Hangers	42 EA \$ 126,835.21

Notes:

It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required to complete the project prior to submitting bid.

Individual quantities and bid items listed must be verified by the contractor prior to providing bid amount

The City reserves the right to modify or remove line items above due to budget constraints.

Any use of Contingency Funds must receive FDOT and City of Venice Approval in Writing as a Formal Change Order.

DATE: 4/27/18

SUBMITTED BY: Cobb Site Dev. (Contractor Business Name)

CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 1

Date: April 6, 2018

To: All Prospective Proposers

Re: ITB# 3084-18: Downtown Roadway Corridor Improvements Re-Bid

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

The following is to clarify and provide additional information requested during the pre-bid meeting held April 5, 2018 at 2:00 P.M.

Peter Boers, Procurement Manager, opened the meeting

1. **Important dates:** Bids are due April 25, 2018 at 2:00 p.m. at City Hall room #204. Bids are to be delivered to Suite 204 in City Hall. The bid opening will take place in the Community Hall (room #114).
2. The Cut-Off for questions is Friday, April 13, 2018 at 1:00 PM.
3. Mr. Boers advised the bidders to read through *Instructions to Bidders*, but made note of the following Articles.
4. Article 10 Bid Security - 5% Bid Security is required.
5. Article 11 Contract Times – time to completion is 240 days from NTP (210 to substantial completion).
6. Article 12 Liquidated Damages - Mr. Boers advised that the stipulated damages for this project are \$3645 per day.
7. Article 23 Contract Securities - The awarded contractor will be required to provide a Performance and Payment Bond equaling 100% of the contract amount. **EXHIBIT A.**
8. Article 24 Contractors Insurance –Mr. Boers reviewed **EXHIBIT C: Insurance Requirements.**

- a. General Liability - \$1,000,000 per occurrence
 - b. Business Auto Liability - \$1,000,000 combined single limit
 - c. Worker's Comp per State Statute
 - d. Builders' Risk Installation Coverage to be provided prior to Notice to Proceed
9. Article 29 Local Preference – Local preference is not applicable to this bid.
10. Bid Form – an Excel version of the Bid Form has been requested and shall be posted to DemandStar as a separate attachment.
11. Mr. Boers reviewed the required forms that must be returned with each firm's submittal. These required forms are listed in ARTICLE 10- REQUIRED FORMS. Mr. Boers advised, even if a form does not pertain to said company - to still mark it with a "N/A" and return it with each submittal. Mr. Boers also advised that the *Required Forms List* could be used as a "check off" sheet for firms to use.
12. Ms. Kathleen Weeden, City Engineer reviewed the FDOT requirements. A summary of the items discussed is distributed with this Addendum.
13. Ms. Weeden and Mr. Richard Uptegraff, the City's consulting Engineer from Atkins, reviewed the scope of work and provided a brief overview of the project.
14. Mr. Boers opened the floor for bidder's questions. He advised the attendee's to follow up in writing if they do not see an answer to their question published in an addendum and to not assume a change is in effect unless published in an addendum.

PRE-BID CLARIFICATIONS:

The Base Bid now includes road reconstruction. Article 16 – Basis of Bid, Item B on Page 16 is revised to reflect, "Award of the Bid will be based on the lower of Base Bid or the Base Bid plus Alternate A. Contractors may opt for "No Bid" for Alternate A, and shall be taken as Base Bid plus \$0 to obtain the awardable bid amount."

Engineer of Record (EOR) is now Richard Uptegraff from Atkins.

Plan revisions were summarized including the removal of the main trunkline and road improvements on Nokomis Avenue and increased flexibility of road closures including closing of W. Venice Avenue for all Eastbound or Westbound travel lanes and parking on that side at one time. Sidewalks that are required to be replaced overnight only refers to sidewalk sections that are immediately adjacent to business entrances. Larger sidewalk sections may be closed that are not immediately adjacent to business entrances provided that pedestrian access is provided.

Priority of completion is W. Venice Avenue followed by Miami and then Tampa. It is important to the City that the Holiday Parade proceeds on Thanksgiving weekend.

If the bid alternate to upgrade median electric is awarded, it will be important to have the electrical available for the holiday lighting prior to the parade.

Time to Substantial Completion is 210 days with final completion 240 days.

Engineer's estimate of base bid including 10% contingency was \$7.3 million

Oscillating compactor or static rollers will be allowed provided that the structural numbers and compliance with FDOT specification are achieved.

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:



Signature

Cobb Site Development Inc
Company

4/27/18
Date

**CITY OF VENICE PROCUREMENT-
FINANCE DEPARTMENT**

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 2

Date: April 24, 2018

To: All Prospective Proposers

Re: ITB# 3084-18: Downtown Roadway Corridor Improvements Re-Bid

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

An error was located on the bid schedule on page 68 of the bid documents. The first three rows on page 68 are a repeat of the last three rows on page 67. An updated bid schedule has been attached and an excel version has been uploaded into DemandStar.

REVISION:

Bids due date has been extended to Friday, April 27, 2018 at 2:00 p.m. at City Hall room #204. Bids are to be delivered to Suite 204 in City Hall. The bid opening will take place in the Community Hall (room #114).

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486-2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:



Signature

Cobb Site Development Inc.
Company

4/27/18
Date



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

COBB, JAMES CLAY
COBB SITE DEVELOPMENT INC
401 S 6TH AVE
WAUCHULA FL 33873

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1516528 ISSUED: 08/28/2016

CERTIFIED GENERAL CONTRACTOR
COBB, JAMES CLAY
COBB SITE DEVELOPMENT INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1608280003129

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1516528	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

COBB, JAMES CLAY
COBB SITE DEVELOPMENT INC
401 S 6TH AVE
WAUCHULA FL 33873



ISSUED: 08/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608280003129



COBBSI1

OP ID: PS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells & Associates Insurance 4101 US 27 North Sebring, FL 33870 Penny G. Sapp		CONTACT NAME: Penny G Sapp PHONE (A/C, No, Ext): 863-382-3131 FAX (A/C, No): 863-382-1334 E-MAIL ADDRESS: psapp@wellsinsurance.com		
INSURED Cobb Site Development, Inc. 401 S. 6th Avenue Wauchula, FL 33873		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Southern-Owners Insurance		10190
		INSURER B: Auto-Owners Insurance Company		18988
		INSURER C: Owners Insurance Company		32700
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7266110817	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4466491700	06/22/2017	06/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5000			4480620100	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						12/31/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Penny G. Sapp