
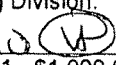


MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Authorization to Award IFB #10-2318-OV, Lake Manatee Dam Tainter Gates, Bradenton, FL (Project No. 6026073)	TYPE AGENDA ITEM	Consent
DATE REQUESTED	September 14, 2010	DATE SUBMITTED/REVISED	August 11, 2010 / September 2, 2010
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Financial Management / Purchasing	AUTHORIZED BY TITLE	Jim Seuffert, Director
CONTACT PERSON TELEPHONE/EXTENSION	Olga Valcich, Purchasing x7527 R.C. "Rob" Cuthbert, CPM, CPPO, Purchasing x3014	PRESENTER/TITLE TELEPHONE/EXTENSION	Jeff Streitmatter, Project Manager, Public Works, x7335 / Bruce Simington, Project Mgmt. Division Mgr., Public Works, x7331
ADMINISTRATIVE APPROVAL			
ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED			
Award of IFB#10-2318-OV, Lake Manatee Dam Tainter Gates to Johnson Bros., LLC, Lithia, FL 33547 in the amount of \$5,138,210.00, (Option "B" – 330 calendar day completion) and authorize the County Administrator, or his designee to execute contract documents, payment / performance bonds and acceptance of insurances.			
ENABLING/REGULATING AUTHORITY Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy			
Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance, Section 2-26-40 and the Standards and Procedures approved by the County Administrator.			
BACKGROUND/DISCUSSION			
<ul style="list-style-type: none"> • The 1st and 2nd low bidders, Shoreline Foundation, Inc., Pembroke Park, FL and Worth Contracting, Inc., Jacksonville, FL respectively, have requested withdrawal of their bids based on documentation received showing "material mistakes" in their bids. • Recommendation to award the project to the lowest, responsive, and responsible bidder meeting all terms and conditions, Johnson Bros., LLC, Lithia, FL based on Bid "B" at a cost of \$5,138,210.00 with a 330 calendar day completion period. • Background / discussion continued on page 2 / Funding Source: Utilities 2006 Bond Fund 			
COUNTY ATTORNEY REVIEW			
Check appropriate box			
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)		
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)		
<input type="checkbox"/>	OTHER		
ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
<ol style="list-style-type: none"> 1. URS Corp, recommendation dated August 6, 2010 2. Department memo dated August 6, 2010 3. Bid Tabulation 4. Contract Document (2 copies) 5. Payment / Performance Bonds (2 copies) 6. Insurance Certificate (2 copies) 		Original to Board Records, Johnson Bros., LLC, Attn: Mr. John Meagher, Vice President, 5476 Lithia PineCrest Rd., Lithia, FL 33547, Copy of Signature page to Marsha Colburn, Project Management Division and Olga Valcich, Purchasing Division. <div style="text-align: center;"><i>Emailed 9/17/10</i> </div>	
COST:	\$5,138,210.00	SOURCE (ACCT # & NAME):	Item #1 - \$1,000,000. Acct. No. 4126026073-534000-6026073-0004 Item #2 - \$4,138,210. Acct No. 5010003698-596000

1

- The scope of work includes repairs to the approach walls, footers, apron and interface with soil cement including repairing the scouring and undermining, repairing the submerged concrete surfaces and coating concrete surfaces, repairs and coating of the stop log, steel embeds and Tainter Gates, repair gates bottom and side seals, re-grading, stabilizing and resodding the upstream north embankment slopes and installing a new railing along concrete steps, repair downstream concrete apron, training walls joints and submerged coating, downstream south embankment sheet pile wall, downstream embankments, installation of a new stop log support structure with access platform, and improvements to the grounding, lightning protection system, and lighting.
- 05/4/2010 thru 07/09/2010 appropriate bid procedures were followed. Notice of Bid availability was broadcast to one thousand thirty-two (1,032) suppliers. Seventeen (17) supplemental suppliers were added to the list. Seventy-nine (79) plan holders obtained copies of this bid. Notice of Bid availability was also made known through www.mymanatee.org and the Manatee Chamber of Commerce.
- A total of seven (7) actual bids were received. One (1) bid was received from Manatee County, two (2) bids were received from Hillsborough County, one (1) bid from Pinellas County, and three (3) bids were received from other than local contractors as defined in Manatee County Code of Law, Section 2-26-6, Local Preference. The bids received were as follows. Bids are listed in Ascending Order:

<u>Contractor</u>	Bid "A" (395 Calendar Days)	Bid "B" (330 Calendar Days)
Shoreline Foundation, Pembroke Park, FL, Broward County	\$3,924,123.00	\$4,210,875.85
Worth Contracting, Inc. Jacksonville, FL (Duval County)	\$3,929,339.00	\$4,374,389.00
Close Construction, Inc. Okeechobee, FL (Okeechobee County)	\$5,137,354.00	\$5,337,354.00
Johnson Bros., LLC Lithia, FL (Hillsborough County)	\$5,138,210.00	\$5,138,210.00
Misener Marine Tampa, FL (Hillsborough County)	\$5,465,011.83	\$5,465,011.83
M & J Construction, Inc. Tarpon Springs, FL (Pinellas County)	\$7,097,190.00	\$7,072,190.00
NDC Construction Bradenton, FL (Manatee County)	\$7,137,000.00	\$7,137,000.00

- 07/21/2010 – In performing its due diligence, personnel from Project Management, Utilities Department and the Engineer of Record, URS requested additional clarification and references from the low bidder, Shoreline Foundation, Inc., and the 2nd low bidder, Worth Contracting, Inc.

A teleconference was held with the low bidder, Shoreline Foundation, Inc. and personnel from Project Management, Utilities Department, Purchasing Division and the Engineer of Record, URS to discuss the additional references provided along with specific discussions regarding the cofferdam, repair to the downstream embankment and the coating of the Tainter Gates.

- 07/22/2010 – Information received from Shoreline Foundation, Inc. stating that a “material error” was found when reviewing their bid. Shoreline Foundation, Inc. requested withdrawal of their bid, and provided correspondence detailing their material error.
- 07/29/2010 – Engineer of Record, URS Corporation contacted the 2nd low bidder, Worth Contracting, Inc. to clarify the bid item for downstream embankments.
- 08/02/2010 – Information received from Worth Contracting advising that upon review of their bid, a “material error” was discovered and Worth Contracting requested withdrawal of their bid and provided correspondence detailing their error.
- 08/04/2010 – Written correspondence to Shoreline Foundation, Inc., and Worth Contracting, Inc., from the Purchasing Official stating that upon review of the documentation received from both firms and the explanation provided as to the “material mistake”, withdrawal of the bids were accepted.
- 08/04/2010 – The 3rd low bidder, Close Construction, Inc., Okeechobee, FL submitted Bid “A” based on a 395 calendar day completion period at \$5,137,354.00. Johnson Bros., LLC, Lithia, FL submitted Bid “B” based on a 330 calendar day completion period at \$5,138,210.00. Bid “A” is \$856.00 lower than the bid “B” submittal.
- 08/06/2010 – Recommendation received from Project Management to award the project to Johnson Bros., Lithia, FL, at a cost of \$5,138,210.00 with a 330 calendar day completion period. The \$856.00 difference between Bid “A” and Bid “B” provides for the project to be completed 65 days sooner than Bid “A”.
- A Budget Amendment was presented and approved by the BCC on August 24, 2010 to fully fund the project prior to the award.
- Funding source(s) for this contract is Utilities 2006 Bond Fund.



August 6, 2010

Mr. Jeff Streitmatter
Project Manager
Manatee County Public Works
1022 26th Avenue East
Bradenton, Florida 34208

RE: Manatee County, Florida
Lake Manatee Dam Tainter Gates
Bid Tabulation and Review, IFB #10-2318-OV

Dear Mr. Streitmatter:

Bids for the above referenced project were received on July 12, 2009. A total of seven (7) contractors submitted bids on the above referenced project. Bid prices ranged from a high of \$7,137,000.00 (submitted by NDC Construction, Inc.) to a low of \$3,924,123.00 (submitted by Shoreline Foundation, Inc.) as shown on the attached tabulation of bids. Each of the seven bid proposals were considered to be complete and included bid bonds and other documentation required by Manatee County. Shoreline Foundation, Inc. supplied base bids containing mathematical errors. These errors have been corrected on the attached bid tabulation. Per the County's bid opening practice, each contractor provided two base bids, "A" and "B". Base Bid "A" is for a completion time of 395 calendar days and Base Bid B is for a completion time of 330 calendar days. Shoreline Foundation, Inc. was the lowest bidder on both Base Bid "A" and Base Bid "B" in the amount of \$3,924,123.00 and \$4,210,875.85, respectively.

Shoreline Foundation Inc. and Worth Contracting, Inc. (second low bidder) requested that their bids to be retracted. Consequently, Close Construction, Inc. was lowest bidder on Base Bid "A" in the amount of \$5,137,354.00 and Johnson Brothers, LLC was lowest bidder on Base Bid "B" in the amount of \$5,138,210.00. Although the Base Bid "A" cost is slightly less than Base Bid "B"(a difference of \$856.00), the Base Bid "B" is to be completed 65 days sooner than the Base Bid "A". Thus, the cost expense is more than offset by the time savings. Consequently, we believe that the Base "B" bid by Johnson Brothers should be considered for contract award.

The Florida Department of Business and Professional Regulation's website was used to determine the status of Johnson Brothers license. The license of Johnson Brothers, LLC is current/active and no complaints are on file. The references supplied by the bidder

URS Corporation
7650 West Courtney
Campbell Causeway
Tampa, FL 33607-1462
Tel: 813.286.1711
Fax: 813.287.8591

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Mr. Jeff Streitmatter
August 6, 2010
Page 2

commented favorably. Additionally, URS Corporation Southern has worked with the Johnson Brothers, LLC in the past and believes that they are competent to perform and complete the project.

Based upon the nature of the project, the information provided with each bid, and in consideration of the terms and conditions set forth in the contract documents, URS Corporation Southern recommends that this project be awarded to Johnson Brothers, LLC for the amount of \$5,138,210.00 to be completed in 330 calendar days. Please feel free to contact me at (813) 636-2198 if you have any questions.

Sincerely,

URS Corporation Southern

David A. Wilcox, P.E.
Project Manager
Water/Wastewater Group

MEMORANDUM



PUBLIC WORKS DEPARTMENT
Project Management
1022 26th Avenue E.
Bradenton, FL 34208

MANATEE COUNTY
FLORIDA

Phone: 941-708-7450
Fax: 941-708-7549
www.mymanatee.org

To: R.C. "Rob" Cuthbert, C.P.M., C.P.P.O., Purchasing Manager
From: Bruce Simington, Project Management Division Manager
Date: August 6, 2010
Subject: Lake Manatee - Dam Tainter Gates
Johnson Brothers, Inc.
Recommendation for Award - IFB #10-2318-OV

The bids for the above referenced project have been reviewed by staff. The bid tabulation form is attached for your review. The two lowest bidders, Shoreline Foundation, Inc. and Worth Contracting, Inc., both have submitted requests to retract their bids based on documentation showing material mistakes in their bids. The third lowest bidders are Close Construction, Inc. (Bid "A" - 395 days) and Johnson Brothers, Inc. (Bid "B" - 330 days). Their bids are shown on the attached bid tabulation form and are within \$856 of each other. It is recommended that the contract Bid "B", with a construction time of 330 calendar days be awarded to the lowest responsive, responsible bidder, Johnson Brothers, Inc. in the amount of \$5,138,210 and in accordance with the terms and conditions of the bid package. Upon completion of project award, please provide a copy of the purchase order assigned to the contractor. The funding source for this contract is Utilities 2006 Bond Fund.

The amount currently encumbered is less than the proposed contract amount, and a budget amendment will be prepared to fully fund the project prior to the contract award.

Please contact Jeff Streitmatter if you have any questions regarding the attached documents.

Thank you for your continued assistance.

MANATEE COUNTY
2010 AUG 10 PM 1:53
PURCHASING

Cc: Daniel T. Gray, Director, Utilities
Ron Schulhofer, Director, Public Works
Sia Mollanazar, P.E., Deputy Director, Engineering Services
Jeff Streitmatter, P.E., Project Manager
Project File: 6026073 9.2

LARRY BUSTLE * DR. GWENDOLYN Y. BROWN * JOHN R. CHAPPIE * RON GETMAN * DONNA G. HAYES * CAROL WHITMORE * JOE MCCLASH
District 1 District 2 District 3 District 4 District 5 District 6 District 7

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August 6, 2010

Mr. Jeff Streitmatter
Project Manager
Manatee County Public Works
1022 26th Avenue East
Bradenton, Florida 34208

**RE: Manatee County, Florida
Lake Manatee Dam Tainter Gates
Bid Tabulation and Review, IFB #10-2318-OV**

Dear Mr. Streitmatter:

Bids for the above referenced project were received on July 12, 2009. A total of seven (7) contractors submitted bids on the above referenced project. Bid prices ranged from a high of \$7,137,000.00 (submitted by NDC Construction, Inc.) to a low of \$3,924,123.00 (submitted by Shoreline Foundation, Inc.) as shown on the attached tabulation of bids. Each of the seven bid proposals were considered to be complete and included bid bonds and other documentation required by Manatee County. Shoreline Foundation, Inc. supplied base bids containing mathematical errors. These errors have been corrected on the attached bid tabulation. Per the County's bid opening practice, each contractor provided two base bids, "A" and "B". Base Bid "A" is for a completion time of 395 calendar days and Base Bid B is for a completion time of 330 calendar days. Shoreline Foundation, Inc. was the lowest bidder on both Base Bid "A" and Base Bid "B" in the amount of \$3,924,123.00 and \$4,210,875.85, respectively.

Shoreline Foundation Inc. and Worth Contracting, Inc. (second low bidder) requested that their bids to be retracted. Consequently, Close Construction, Inc. was lowest bidder on Base Bid "A" in the amount of \$5,137,354.00 and Johnson Brothers, LLC was lowest bidder on Base Bid "B" in the amount of \$5,138,210.00. Although the Base Bid "A" cost is slightly less than Base Bid "B"(a difference of \$856.00), the Base Bid "B" is to be completed 65 days sooner than the Base Bid "A". Thus, the cost expense is more than offset by the time savings. Consequently, we believe that the Base "B" bid by Johnson Brothers should be considered for contract award.

The Florida Department of Business and Professional Regulation's website was used to determine the status of Johnson Brothers license. The license of Johnson Brothers, LLC is current/active and no complaints are on file. The references supplied by the bidder

URS Corporation
7650 West Courtney
Campbell Causeway
Tampa, FL 33607-1482
Tel: 813.286.1711
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Mr. Jeff Streitmatter
August 6, 2010
Page 2

commented favorably. Additionally, URS Corporation Southern has worked with the Johnson Brothers, LLC in the past and believes that they are competent to perform and complete the project.

Based upon the nature of the project, the information provided with each bid, and in consideration of the terms and conditions set forth in the contract documents, URS Corporation Southern recommends that this project be awarded to Johnson Brothers, LLC for the amount of \$5,138,210.00 to be completed in 330 calendar days. Please feel free to contact me at (813) 636-2198 if you have any questions.

Sincerely,

URS Corporation Southern

David A. Wilcox, P.E.
Project Manager
Water/Wastewater Group

URS Corporation
7650 West Courtney
Campbell Causeway
Tampa, FL 33607-1462
Tel: 813.286.1711
Fax: 813.287.8591

Bid Tabulation
 IFB#18-2318-OV
 Lake Manatee Dam Tainter Gates, Bradenton, FL (Project No. 6026072)
 Bid "A" Based on a completion time of 395 Calendar Days

Item	U/M	QTY.	Cluse Construction, Inc. 301 NW 4TH Ave, Okeechobee, FL 34972 863-467-0833			Johnsin Bros. LLC 5476 Uthia Fincrest Road, Lithia FL 813-685-5101			M&J Construction of Pinellas Inc. 809 S. Safford Ave., Tarpon Springs, FL 34689 727-938-6478			Misser Marine Construction, Inc. 5600 W. Commerce St., Tarpon, FL 33616 813-838-8441		
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
1	LS	1	\$ 513,735.00	\$ 513,735.00	\$ 482,000.00	\$ 482,000.00	\$ 376,786.00	\$ 376,786.00	\$ 519,975.00	\$ 519,975.00	\$ 536,975.00	\$ 536,975.00		
2	LS	1	\$ 49,800.00	\$ 49,800.00	\$ 55,000.00	\$ 55,000.00	\$ 70,380.00	\$ 70,380.00	\$ 64,219.00	\$ 64,219.00	\$ 64,219.00	\$ 64,219.00		
3	LS	1	\$ 1,925,185.00	\$ 1,925,185.00	\$ 1,710,000.00	\$ 1,710,000.00	\$ 2,555,658.00	\$ 2,555,658.00	\$ 1,028,266.00	\$ 1,028,266.00	\$ 1,028,266.00	\$ 1,028,266.00		
4	LS	1	\$ 103,570.00	\$ 103,570.00	\$ 65,000.00	\$ 65,000.00	\$ 55,860.00	\$ 55,860.00	\$ 79,371.00	\$ 79,371.00	\$ 79,371.00	\$ 79,371.00		
4a	CF	30	\$ 275.00	\$ 8,250.00	\$ 300.00	\$ 9,000.00	\$ 216.00	\$ 6,480.00	\$ 355.00	\$ 10,650.00	\$ 355.00	\$ 10,650.00		
4b1	CF	30	\$ 275.00	\$ 8,250.00	\$ 300.00	\$ 9,000.00	\$ 216.00	\$ 6,480.00	\$ 355.00	\$ 10,650.00	\$ 355.00	\$ 10,650.00		
4b2	CF	35	\$ 275.00	\$ 9,625.00	\$ 300.00	\$ 10,500.00	\$ 216.00	\$ 7,560.00	\$ 355.00	\$ 12,425.00	\$ 355.00	\$ 12,425.00		
4c	CF	120	\$ 1.50	\$ 180.00	\$ 1.75	\$ 210.00	\$ 3.40	\$ 408.00	\$ 2.00	\$ 240.00	\$ 2.00	\$ 240.00		
4c1	CF	20	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00	\$ 216.00	\$ 4,320.00	\$ 258.00	\$ 5,160.00	\$ 258.00	\$ 5,160.00		
4d	LS	1	\$ 4,800.00	\$ 4,800.00	\$ 5,500.00	\$ 5,500.00	\$ 10,740.00	\$ 10,740.00	\$ 6,190.00	\$ 6,190.00	\$ 6,190.00	\$ 6,190.00		
4d1	LS	1	\$ 17,186.00	\$ 17,186.00	\$ 23,000.00	\$ 23,000.00	\$ 20,656.00	\$ 20,656.00	\$ 22,167.00	\$ 22,167.00	\$ 22,167.00	\$ 22,167.00		
4d2	LS	1	\$ 15,882.00	\$ 15,882.00	\$ 20,000.00	\$ 20,000.00	\$ 11,895.00	\$ 11,895.00	\$ 20,480.00	\$ 20,480.00	\$ 20,480.00	\$ 20,480.00		
4d4	LS	1	\$ 113,898.00	\$ 113,898.00	\$ 120,000.00	\$ 120,000.00	\$ 141,866.00	\$ 141,866.00	\$ 146,876.00	\$ 146,876.00	\$ 146,876.00	\$ 146,876.00		
5	LS	1	\$ 203,339.00	\$ 203,339.00	\$ 250,000.00	\$ 250,000.00	\$ 890,210.00	\$ 890,210.00	\$ 187,647.54	\$ 187,647.54	\$ 187,647.54	\$ 187,647.54		
6	LS	1	\$ 610.00	\$ 610.00	\$ 3,000.00	\$ 3,000.00	\$ 721.00	\$ 721.00	\$ 5,566.00	\$ 5,566.00	\$ 5,566.00	\$ 5,566.00		
7	LS	1	\$ 39,802.00	\$ 39,802.00	\$ 36,000.00	\$ 36,000.00	\$ 55,253.00	\$ 55,253.00	\$ 20,633.00	\$ 20,633.00	\$ 20,633.00	\$ 20,633.00		
8	LS	1	\$ 59,179.00	\$ 59,179.00	\$ 65,000.00	\$ 65,000.00	\$ 83,124.00	\$ 83,124.00	\$ 76,249.00	\$ 76,249.00	\$ 76,249.00	\$ 76,249.00		
9	LS	1	\$ 47,674.00	\$ 47,674.00	\$ 85,000.00	\$ 85,000.00	\$ 53,069.00	\$ 53,069.00	\$ 60,956.00	\$ 60,956.00	\$ 60,956.00	\$ 60,956.00		
10	LS	1	\$ 29,400.00	\$ 29,400.00	\$ 28,000.00	\$ 28,000.00	\$ 160,950.00	\$ 160,950.00	\$ 68,412.00	\$ 68,412.00	\$ 68,412.00	\$ 68,412.00		
11	LS	1	\$ 2,100.00	\$ 2,100.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,708.00	\$ 2,708.00	\$ 2,708.00	\$ 2,708.00		
12	LS	1	\$ 24,315.00	\$ 24,315.00	\$ 29,000.00	\$ 29,000.00	\$ 32,280.00	\$ 32,280.00	\$ 31,355.00	\$ 31,355.00	\$ 31,355.00	\$ 31,355.00		
13	LS	1	\$ 104,177.00	\$ 104,177.00	\$ 60,000.00	\$ 60,000.00	\$ 163,848.00	\$ 163,848.00	\$ 70,634.14	\$ 70,634.14	\$ 70,634.14	\$ 70,634.14		
14	LS	1	\$ 2,248,357.00	\$ 2,248,357.00	\$ 1,428,000.00	\$ 1,428,000.00	\$ 1,514,900.00	\$ 1,514,900.00	\$ 2,112,699.21	\$ 2,112,699.21	\$ 2,112,699.21	\$ 2,112,699.21		
15	LS	1	\$ 63,232.00	\$ 63,232.00	\$ 78,000.00	\$ 78,000.00	\$ 108,272.00	\$ 108,272.00	\$ 118,703.00	\$ 118,703.00	\$ 118,703.00	\$ 118,703.00		
16	LS	1	\$ 78,000.00	\$ 78,000.00	\$ 50,000.00	\$ 50,000.00	\$ 148,272.00	\$ 148,272.00	\$ 28,886.00	\$ 28,886.00	\$ 28,886.00	\$ 28,886.00		
17	LS	1	\$ 12,979.00	\$ 12,979.00	\$ 10,500.00	\$ 10,500.00	\$ 14,940.00	\$ 14,940.00	\$ 23,248.00	\$ 23,248.00	\$ 23,248.00	\$ 23,248.00		
17a	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 185,600.00	\$ 185,600.00	\$ 256,993.00	\$ 256,993.00	\$ 256,993.00	\$ 256,993.00		
17b	LS	1	\$ 47,000.00	\$ 47,000.00	\$ 39,500.00	\$ 39,500.00	\$ 33,900.00	\$ 33,900.00	\$ 55,321.00	\$ 55,321.00	\$ 55,321.00	\$ 55,321.00		
18	LS	1	\$ 21,879.00	\$ 21,879.00	\$ 18,000.00	\$ 18,000.00	\$ 27,958.00	\$ 27,958.00	\$ 28,214.00	\$ 28,214.00	\$ 28,214.00	\$ 28,214.00		
19	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,007.94	\$ 11,007.94	\$ 11,007.94	\$ 11,007.94		
20	LS	1	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00		
21	LS	1	\$ 5,137,354.00	\$ 5,137,354.00	\$ 5,138,210.00	\$ 5,138,210.00	\$ 7,997,190.00	\$ 7,997,190.00	\$ 5,465,011.81	\$ 5,465,011.81	\$ 5,465,011.81	\$ 5,465,011.81		
BID "A" TOTAL BID PRICE			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Acknowledged Addendum # 1			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Acknowledged Addendum # 2			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Florida Trench Safety Act			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Contractor's Questionnaire			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Drug Free Work Place			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Public Contracting & Environmental Crimes Certification			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Bid Bond Enclosed			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Site Visit Confirmed			YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
License Requirement:			NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE		
Attorney submitted if applicable			NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE		
			06/21/10	06/21/10	06/21/10	06/21/10	06/21/10	06/21/10	06/21/10	06/21/10	06/21/10	06/21/10		

Bid Tabulation
IFB#10-2318-OV
Lake Manatee Dam Tainter Gates, Bradenton, FL (Project No. 6026073)
Bid "A" - Based on a completion time of 395 Calendar Days

Item	U/M	QTY.	Description	NOC Construction Company 1081 3rd Ave. W., Suite 600, Bradenton, FL 34205 941-747-1062			Shoreline Foundation, Inc. 2781 SW 56th Ave., Pembroke Park, FL 33023 954-985-0460			Worth Contracting, Inc. 2112 Jerrianna Road, Jacksonville, FL 32207 904-396-6363		
				Unit Price	Extended Price	Yes	Unit Price	Extended Price	Yes	Unit Price	Extended Price	Yes
1	LS	1	Mobilization (Not to Exceed 10% of the Total Bid)	\$ 509,376.00	\$ 509,376.00	YES	\$ 233,157.00	\$ 233,157.00	YES	\$ 200,000.00	\$ 200,000.00	YES
2	LS	1	Repair to Upstream Soil Cement Embankment Cracks	\$ 49,800.00	\$ 49,800.00	YES	\$ 52,290.00	\$ 52,290.00	YES	\$ 58,000.00	\$ 58,000.00	YES
3	LS	1	Installation of Cofferdam	\$ 3,534,968.00	\$ 3,534,968.00	YES	\$ 1,750,736.00	\$ 1,750,736.00	YES	\$ 1,908,000.00	\$ 1,908,000.00	YES
4	LS	1	Repair to Approach Concrete Surfaces	\$ 46,550.00	\$ 46,550.00	YES	\$ 65,490.00	\$ 65,490.00	YES	\$ 54,000.00	\$ 54,000.00	YES
4a	CF	30	Surface Repair & Leveling	\$ 180.00	\$ 5,400.00	YES	\$ 293.00	\$ 8,790.00	YES	\$ 200.00	\$ 6,000.00	YES
4b1	CF	30	Dam Floor (Stop Log to Tainter Gate)	\$ 180.00	\$ 5,400.00	YES	\$ 293.00	\$ 8,790.00	YES	\$ 200.00	\$ 6,000.00	YES
4b2	CF	35	Dam Floor (Beginning of Spillway to Stop Log)	\$ 180.00	\$ 6,300.00	YES	\$ 293.00	\$ 10,255.00	YES	\$ 225.00	\$ 7,875.00	YES
4b3	CF	35	Dam Walls to Elevation 41.00 (Begin Spillway to Tainter Gate)	\$ 180.00	\$ 6,300.00	YES	\$ 293.00	\$ 10,255.00	YES	\$ 225.00	\$ 7,875.00	YES
4c	SF	120	Approach Slab & Approach Walls Spot Repairs	\$ 2.00	\$ 240.00	YES	\$ 192.00	\$ 23,040.00	YES	\$ 3.00	\$ 360.00	YES
4c1	CF	20	Primer	\$ 180.00	\$ 3,600.00	YES	\$ 213.00	\$ 4,260.00	YES	\$ 275.00	\$ 5,500.00	YES
4c2	CF	20	Concrete Repair Material	\$ 180.00	\$ 3,600.00	YES	\$ 213.00	\$ 4,260.00	YES	\$ 275.00	\$ 5,500.00	YES
4d	LS	1	Coating Systems	\$ 8,950.00	\$ 8,950.00	YES	\$ 5,117.00	\$ 5,117.00	YES	\$ 10,285.00	\$ 10,285.00	YES
4d1	LS	1	Dam Floor (Stop Log to Tainter Gate)	\$ 17,213.00	\$ 17,213.00	YES	\$ 18,304.00	\$ 18,304.00	YES	\$ 25,819.00	\$ 25,819.00	YES
4d2	LS	1	Dam Floor (Beginning of Spillway to Stop Log)	\$ 9,917.00	\$ 9,917.00	YES	\$ 16,915.00	\$ 16,915.00	YES	\$ 12,000.00	\$ 12,000.00	YES
4d3	LS	1	Dam Walls to Elevation 41.00 (Begin Spillway to Tainter Gate)	\$ 117,557.00	\$ 117,557.00	YES	\$ 121,302.00	\$ 121,302.00	YES	\$ 136,000.00	\$ 136,000.00	YES
4d4	LS	1	Approach Slab & Approach Walls	\$ 580,000.00	\$ 580,000.00	YES	\$ 291,318.00	\$ 291,318.00	YES	\$ 96,000.00	\$ 96,000.00	YES
5	LS	1	Repair Scoured and Undermined Subgrade Material around Approach Walls and Soil Cement Interface	\$ 610.00	\$ 610.00	YES	\$ 3,200.00	\$ 3,200.00	YES	\$ 1,000.00	\$ 1,000.00	YES
6	LS	1	North Street Pile Observation Port	\$ 53,544.00	\$ 53,544.00	YES	\$ 60,586.00	\$ 60,586.00	YES	\$ 53,000.00	\$ 53,000.00	YES
7	LS	1	Repair and Coating of Stop Log	\$ 69,270.00	\$ 69,270.00	YES	\$ 62,973.00	\$ 62,973.00	YES	\$ 100,000.00	\$ 100,000.00	YES
8	LS	1	Recast Tainter Gates	\$ 62,674.00	\$ 62,674.00	YES	\$ 64,255.00	\$ 64,255.00	YES	\$ 51,000.00	\$ 51,000.00	YES
9	LS	1	Repair to Tainter Gates Seal Plates and Seals	\$ 21,526.00	\$ 21,526.00	YES	\$ 16,821.00	\$ 16,821.00	YES	\$ 77,000.00	\$ 77,000.00	YES
10	LS	1	Repair to Downstream Embankment Slopes and Access of the Dam Wall	\$ 2,100.00	\$ 2,100.00	YES	\$ 2,237.00	\$ 2,237.00	YES	\$ 1,500.00	\$ 1,500.00	YES
11	LS	1	Repair to Concrete Apron Void	\$ 26,900.00	\$ 26,900.00	YES	\$ 25,896.00	\$ 25,896.00	YES	\$ 31,000.00	\$ 31,000.00	YES
12	LS	1	Repair to Training Walls Joints and Coating	\$ 53,031.00	\$ 53,031.00	YES	\$ 104,833.00	\$ 104,833.00	YES	\$ 85,000.00	\$ 85,000.00	YES
13	LS	1	Repair to the South Downstream Sheet Pile Wall	\$ 948,859.00	\$ 948,859.00	YES	\$ 136,636.00	\$ 136,636.00	YES	\$ 96,000.00	\$ 96,000.00	YES
14	LS	1	Repair to Downstream Embankments	\$ 64,383.00	\$ 64,383.00	YES	\$ 109,045.00	\$ 109,045.00	YES	\$ 85,000.00	\$ 85,000.00	YES
15	LS	1	Stop Log Lay Down Support	\$ 97,000.00	\$ 97,000.00	YES	\$ 148,902.00	\$ 148,902.00	YES	\$ 64,000.00	\$ 64,000.00	YES
16	LS	1	Bypass Pumping	\$ 21,970.00	\$ 21,970.00	YES	\$ 7,500.00	\$ 7,500.00	YES	\$ 20,000.00	\$ 20,000.00	YES
17	LS	1	Modifications to the Emergency Spillway	\$ 153,570.00	\$ 153,570.00	YES	\$ 119,000.00	\$ 119,000.00	YES	\$ 200,000.00	\$ 200,000.00	YES
17a	LS	1	Cribbing Work	\$ 23,000.00	\$ 23,000.00	YES	\$ 41,345.00	\$ 41,345.00	YES	\$ 100,000.00	\$ 100,000.00	YES
18	LS	1	Removal and Replacement of 4 Earthen Plugs	\$ 23,988.00	\$ 23,988.00	YES	\$ 23,298.00	\$ 23,298.00	YES	\$ 50,000.00	\$ 50,000.00	YES
19	LS	1	Improvements to Electrical System	\$ 280,000.00	\$ 280,000.00	YES	\$ 47,833.00	\$ 47,833.00	YES	\$ 340,000.00	\$ 340,000.00	YES
20	LS	1	Recast of Miscellaneous Metals	\$ 280,000.00	\$ 280,000.00	YES	\$ 47,833.00	\$ 47,833.00	YES	\$ 340,000.00	\$ 340,000.00	YES
21	LS	1	Miscellaneous Work and Cleanup	\$ 7,137,000.00	\$ 7,137,000.00	YES	\$ 3,928,173.00	\$ 3,928,173.00	YES	\$ 3,928,173.00	\$ 3,928,173.00	YES
21	DISCRETIONARY											
BID "A" TOTAL BID PRICE				\$ 7,137,000.00	\$ 7,137,000.00	YES	\$ 3,928,173.00	\$ 3,928,173.00	YES	\$ 3,928,173.00	\$ 3,928,173.00	YES
Acknowledged Addendum # 1				YES	YES	YES	YES	YES	YES	YES	YES	YES
Acknowledged Addendum # 2				YES	YES	YES	YES	YES	YES	YES	YES	YES
Florida Trench Safety Act				YES	YES	YES	YES	YES	YES	YES	YES	YES
Contractor's Questionnaire				YES	YES	YES	YES	YES	YES	YES	YES	YES
Drug Free Work Place				YES	YES	YES	YES	YES	YES	YES	YES	YES
Public Contracting & Environmental Crimes Certification				YES	YES	YES	YES	YES	YES	YES	YES	YES
Bid Bond Enclosed				YES	YES	YES	YES	YES	YES	YES	YES	YES
Site Visit Confirmed				YES	YES	YES	YES	YES	YES	YES	YES	YES
License Requirement:				06/14/10	06/14/10	06/14/10	06/14/10	06/14/10	06/14/10	06/14/10	06/14/10	06/14/10
Affidavit submitted if applicable				NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

Notes

1) Shoreline Foundation, Inc., provided a total bid price "A" of \$3,928,173.00. Based on the provided bid form "A", the correct total bid price "A" is \$3,928,173.00.

(Date)

[Signature] 8-2-10
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 As Required

Bid Tabulation
 IFB#10-2318-OV
 Lake Manatee Dam Tainter Gates, Bradenton, FL (Project No. 6026073)
 Bid "B" Based on a completion time of 330 Calendar Days

Item	U/M	QTY	Description	Close Construction, Inc. 303 NW 4TH Ave, Okeechobee, FL 34972 863-467-0833			Johnson Bros. LLC 5476 Lihua Pinecrest Road, Lithia FL 813-685-5101			M&J Construction of Pinellas Inc. 809 S. Safford Ave., Tarpon Springs, FL 34689 727-938-6478			Milsteer Marine Construction, Inc. 5620 W. Commerce St., Tampa, FL 33616 813-839-8441		
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price				
1	LS	1	Mobilization (Not to Exceed 10% of the Total Bid)	\$ 513,735.00	\$ 513,735.00	\$ 482,000.00	\$ 482,000.00	\$ 351,786.00	\$ 351,786.00	\$ 539,975.00	\$ 539,975.00				
2	LS	1	Repair to Upstream Soil Cement Embankment Cracks	\$ 49,800.00	\$ 49,800.00	\$ 55,000.00	\$ 55,000.00	\$ 70,380.00	\$ 70,380.00	\$ 64,219.00	\$ 64,219.00				
3	LS	1	Installation of Cofferdam	\$ 2,125,185.00	\$ 2,125,185.00	\$ 1,710,000.00	\$ 1,710,000.00	\$ 2,555,658.00	\$ 2,555,658.00	\$ 1,028,286.00	\$ 1,028,286.00				
4	LS	1	Repair to Approach Concrete Surfaces	\$ 103,570.00	\$ 103,570.00	\$ 65,000.00	\$ 65,000.00	\$ 55,860.00	\$ 55,860.00	\$ 79,371.00	\$ 79,371.00				
4a	LS	1	Blast & Clean Surface Area	\$ 275.00	\$ 275.00	\$ 300.00	\$ 300.00	\$ 216.00	\$ 216.00	\$ 355.00	\$ 355.00				
4b	LS	1	Surface Repair & Leveling	\$ 275.00	\$ 275.00	\$ 300.00	\$ 300.00	\$ 216.00	\$ 216.00	\$ 355.00	\$ 355.00				
4b1	CF	30	Dam Floor (Stop Log to Tainter Gate)	\$ 8,750.00	\$ 262,500.00	\$ 9,000.00	\$ 270,000.00	\$ 6,480.00	\$ 194,400.00	\$ 355.00	\$ 10,650.00				
4b2	CF	30	Dam Floor (Beginning of Spillway to Stop Log)	\$ 8,750.00	\$ 262,500.00	\$ 9,000.00	\$ 270,000.00	\$ 6,480.00	\$ 194,400.00	\$ 355.00	\$ 10,650.00				
4b3	CF	35	Dam Walls to Elevation 41.00 (Begin Spillway to Tainter Gate)	\$ 9,625.00	\$ 336,875.00	\$ 10,500.00	\$ 367,500.00	\$ 7,560.00	\$ 267,600.00	\$ 355.00	\$ 12,475.00				
4c	CF	35	Approach Dam & Approach Walls Spot Repairs	\$ 9,625.00	\$ 336,875.00	\$ 10,500.00	\$ 367,500.00	\$ 7,560.00	\$ 267,600.00	\$ 355.00	\$ 12,475.00				
4c1	SF	120	Primer	\$ 1.50	\$ 180.00	\$ 1.75	\$ 210.00	\$ 2.40	\$ 288.00	\$ 3.00	\$ 360.00				
4c2	CF	20	Concrete Repair Material	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00	\$ 716.00	\$ 14,320.00	\$ 258.00	\$ 5,160.00				
4d	CF	1	Ceiling Systems	\$ 4,800.00	\$ 4,800.00	\$ 5,500.00	\$ 5,500.00	\$ 10,740.00	\$ 10,740.00	\$ 6,190.00	\$ 6,190.00				
4d1	LS	1	Dam Floor (Stop Log to Tainter Gate)	\$ 17,186.00	\$ 17,186.00	\$ 23,000.00	\$ 23,000.00	\$ 20,656.00	\$ 20,656.00	\$ 22,162.00	\$ 22,162.00				
4d2	LS	1	Dam Floor (Beginning of Spillway to Stop Log)	\$ 15,882.00	\$ 15,882.00	\$ 20,000.00	\$ 20,000.00	\$ 11,895.00	\$ 11,895.00	\$ 20,480.00	\$ 20,480.00				
4d3	LS	1	Dam Walls to Elevation 41.00 (Begin Spillway to Tainter Gate)	\$ 113,898.00	\$ 113,898.00	\$ 120,000.00	\$ 120,000.00	\$ 141,069.00	\$ 141,069.00	\$ 146,876.00	\$ 146,876.00				
4d4	LS	1	Approach Sub & Approach Walls	\$ 203,139.00	\$ 203,139.00	\$ 250,000.00	\$ 250,000.00	\$ 890,910.00	\$ 890,910.00	\$ 187,642.54	\$ 187,642.54				
5	LS	1	Repair Scoured and Undermined Subgrade Material around Approach Walls and Spill Cement Interface	\$ 610.00	\$ 610.00	\$ 3,000.00	\$ 3,000.00	\$ 732.00	\$ 732.00	\$ 5,566.00	\$ 5,566.00				
6	LS	1	North Street Pile Observation Post	\$ 39,802.00	\$ 39,802.00	\$ 36,000.00	\$ 36,000.00	\$ 55,253.00	\$ 55,253.00	\$ 70,633.00	\$ 70,633.00				
7	LS	1	Repair and Coating of Stop Log	\$ 58,129.00	\$ 58,129.00	\$ 65,000.00	\$ 65,000.00	\$ 83,124.00	\$ 83,124.00	\$ 76,249.00	\$ 76,249.00				
8	LS	1	Recoat Tainter Gates	\$ 47,674.00	\$ 47,674.00	\$ 85,000.00	\$ 85,000.00	\$ 53,069.00	\$ 53,069.00	\$ 60,056.00	\$ 60,056.00				
9	LS	1	Repair to Downstream Embankment Slopes and Access of the Dam Wall	\$ 19,400.00	\$ 19,400.00	\$ 28,000.00	\$ 28,000.00	\$ 160,950.00	\$ 160,950.00	\$ 88,412.00	\$ 88,412.00				
10	LS	1	Repair to Concrete Algor Void	\$ 2,100.00	\$ 2,100.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,708.00	\$ 2,708.00				
11	LS	1	Repair to Training Wall Joints and Coating	\$ 24,315.00	\$ 24,315.00	\$ 29,000.00	\$ 29,000.00	\$ 32,280.00	\$ 32,280.00	\$ 31,355.00	\$ 31,355.00				
12	LS	1	Repair to the South Downstream Sheet Pile Wall	\$ 104,177.00	\$ 104,177.00	\$ 60,000.00	\$ 60,000.00	\$ 163,848.00	\$ 163,848.00	\$ 70,634.14	\$ 70,634.14				
13	LS	1	Repair to Downstream Embankments	\$ 1,249,357.00	\$ 1,249,357.00	\$ 1,428,000.00	\$ 1,428,000.00	\$ 1,514,900.00	\$ 1,514,900.00	\$ 2,112,699.21	\$ 2,112,699.21				
14	LS	1	Stop Log Lay Down Support	\$ 63,232.00	\$ 63,232.00	\$ 78,000.00	\$ 78,000.00	\$ 108,272.00	\$ 108,272.00	\$ 118,703.00	\$ 118,703.00				
15	LS	1	Bypass Pumping	\$ 78,000.00	\$ 78,000.00	\$ 50,000.00	\$ 50,000.00	\$ 148,272.00	\$ 148,272.00	\$ 28,886.00	\$ 28,886.00				
16	LS	1	Modifications to the Emergency Spillway	\$ 32,979.00	\$ 32,979.00	\$ 10,500.00	\$ 10,500.00	\$ 14,940.00	\$ 14,940.00	\$ 23,248.00	\$ 23,248.00				
17a	LS	1	Cribbing Work	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00	\$ 185,600.00	\$ 185,600.00	\$ 256,993.00	\$ 256,993.00				
17b	LS	1	Removal and Replacement of 4 Earthen Plug	\$ 47,000.00	\$ 47,000.00	\$ 39,500.00	\$ 39,500.00	\$ 33,900.00	\$ 33,900.00	\$ 55,311.00	\$ 55,311.00				
18	LS	1	Improvements to Electrical System	\$ 21,879.00	\$ 21,879.00	\$ 18,000.00	\$ 18,000.00	\$ 27,958.00	\$ 27,958.00	\$ 28,214.00	\$ 28,214.00				
19	LS	1	Recast of Miscellaneous Metals	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,007.84	\$ 11,007.84				
20	LS	1	Miscellaneous Work and Cleanup	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00				
21	DISCRETIONARY			\$ 3,337,384.00	\$ 3,337,384.00	\$ 5,118,110.00	\$ 5,118,110.00	\$ 7,022,190.00	\$ 7,022,190.00	\$ 5,466,011.83	\$ 5,466,011.83				
BID "B" TOTAL BID PRICE				\$ 3,337,384.00	\$ 3,337,384.00	\$ 5,118,110.00	\$ 5,118,110.00	\$ 7,022,190.00	\$ 7,022,190.00	\$ 5,466,011.83	\$ 5,466,011.83				
Acknowledged Addendum # 1				YES	YES	YES	YES	YES	YES	YES	YES				
Acknowledged Addendum # 2				YES	YES	YES	YES	YES	YES	YES	YES				
Florida Trench Safety Act				YES	YES	YES	YES	YES	YES	YES	YES				
Contractor's Questionnaire				YES	YES	YES	YES	YES	YES	YES	YES				
Drug Free Work Place				YES	YES	YES	YES	YES	YES	YES	YES				
Public Contracting & Environmental Crimes Certification				YES	YES	YES	YES	YES	YES	YES	YES				
Bid Bond Enclosed				YES	YES	YES	YES	YES	YES	YES	YES				
Site Visit Confirmed				YES	YES	YES	YES	YES	YES	YES	YES				
License Requirements:				6/30/2010	6/30/2010	6/30/2010	6/30/2010	6/30/2010	6/30/2010	6/30/2010	6/30/2010				
Affidavit submitted if applicable				NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE				

Bid Tabulation
IFB#10-2318-OV
Lake Manatee Dam Tainter Gates, Bradenton, FL (Project No. 6026073)
Bid "B" Based on a completion time of 330 Calendar Days

Item	Description	U/M	QTY.	NDC Construction Company			Shoreline Foundation, Inc.			Worth Contracting, Inc.		
				Unit Price	Extended Price		Unit Price	Extended Price		Unit Price	Extended Price	
1	Mobilization (Not to Exceed 10% of the Total Bid)	LS	1	\$ 509,376.00	\$ 509,376.00	\$ 251,810.00	\$ 251,810.00	\$ 300,000.00	\$ 300,000.00			
2	Repair to Upstream Soil Cement Embankment Cracks	LS	1	\$ 49,800.00	\$ 49,800.00	\$ 56,474.00	\$ 56,474.00	\$ 58,000.00	\$ 58,000.00			
3	Installation of Cofferdam	LS	1	\$ 3,534,968.00	\$ 3,534,968.00	\$ 1,890,795.00	\$ 1,890,795.00	\$ 2,100,000.00	\$ 2,100,000.00			
4	Repair to Approach Concrete Surfaces	LS	1	\$ 46,550.00	\$ 46,550.00	\$ 70,730.00	\$ 70,730.00	\$ 54,000.00	\$ 54,000.00			
4a	Blast & Clean Surface Area											
4b	Surface Repair & Leveling											
4b1	Dam Floor (Stop Log to Tainter Gate)	CF	30	\$ 180.00	\$ 5,400.00	\$ 316.47	\$ 9,494.10	\$ 200.00	\$ 6,000.00			
4b2	Dam Floor (Beginning of Spillway to Stop Log)	CF	30	\$ 180.00	\$ 5,400.00	\$ 316.47	\$ 9,494.10	\$ 200.00	\$ 6,000.00			
4b3	Dam Walls to Elevation 41.00 (Begin Spillway to Tainter Gate)	CF	35	\$ 180.00	\$ 6,300.00	\$ 316.47	\$ 11,076.45	\$ 225.00	\$ 7,875.00			
4c	Approach Slab & Approach Walls Spot Repairs											
4c1	Primer	SF	120	\$ 2.00	\$ 240.00	\$ 207.36	\$ 24,883.20	\$ 3.00	\$ 360.00			
4c2	Concrete Repair Material	CF	20	\$ 180.00	\$ 3,600.00	\$ 230.05	\$ 4,601.00	\$ 337.50	\$ 6,750.00			
4d	Coating Systems											
4d1	Dam Floor (Stop Log to Tainter Gate)	LS	1	\$ 8,950.00	\$ 8,950.00	\$ 5,521.00	\$ 5,521.00	\$ 10,285.00	\$ 10,285.00			
4d2	Dam Floor (Beginning of Spillway to Stop Log)	LS	1	\$ 17,213.00	\$ 17,213.00	\$ 19,769.00	\$ 19,769.00	\$ 25,819.00	\$ 25,819.00			
4d3	Dam Walls to Elevation 41.00 (Begin Spillway to Tainter Gate)	LS	1	\$ 9,912.00	\$ 9,912.00	\$ 18,769.00	\$ 18,769.00	\$ 12,000.00	\$ 12,000.00			
4d4	Approach Slab & Approach Walls	LS	1	\$ 117,557.00	\$ 117,557.00	\$ 131,007.00	\$ 131,007.00	\$ 136,000.00	\$ 136,000.00			
5	Repair Scoured and Undermined Subgrade Material around Approach Walls and Soil Cement Interface	LS	1	\$ 580,000.00	\$ 580,000.00	\$ 314,624.00	\$ 314,624.00	\$ 96,000.00	\$ 96,000.00			
6	North Street Pile Observation Port	LS	1	\$ 610.00	\$ 610.00	\$ 3,456.00	\$ 3,456.00	\$ 1,800.00	\$ 1,800.00			
7	Repair and Coating of Stop Log	LS	1	\$ 53,544.00	\$ 53,544.00	\$ 65,433.00	\$ 65,433.00	\$ 53,000.00	\$ 53,000.00			
8	Recast Tainter Gates	LS	1	\$ 69,270.00	\$ 69,270.00	\$ 68,011.00	\$ 68,011.00	\$ 200,000.00	\$ 200,000.00			
9	Repair to Tainter Gates Seal Plates and Seals	LS	1	\$ 62,674.00	\$ 62,674.00	\$ 69,396.00	\$ 69,396.00	\$ 51,000.00	\$ 51,000.00			
10	Repair to Downstream Embankment Slopes and Access of the Dam Wall	LS	1	\$ 21,526.00	\$ 21,526.00	\$ 18,167.00	\$ 18,167.00	\$ 77,000.00	\$ 77,000.00			
11	Repair of Concrete Apron Void	LS	1	\$ 2,100.00	\$ 2,100.00	\$ 2,416.00	\$ 2,416.00	\$ 1,500.00	\$ 1,500.00			
12	Repair to Training Walks Joints and Coating	LS	1	\$ 26,900.00	\$ 26,900.00	\$ 27,988.00	\$ 27,988.00	\$ 31,000.00	\$ 31,000.00			
13	Repair to the South Downstream Sheet Pile Wall	LS	1	\$ 53,031.00	\$ 53,031.00	\$ 113,720.00	\$ 113,720.00	\$ 85,000.00	\$ 85,000.00			
14	Repair to Downstream Embankments	LS	1	\$ 948,859.00	\$ 948,859.00	\$ 147,567.00	\$ 147,567.00	\$ 96,000.00	\$ 96,000.00			
15	Stop Log Lay Down Support	LS	1	\$ 64,382.00	\$ 64,382.00	\$ 117,769.00	\$ 117,769.00	\$ 85,000.00	\$ 85,000.00			
16	Bypass Pumping	LS	1	\$ 97,000.00	\$ 97,000.00	\$ 160,815.00	\$ 160,815.00	\$ 64,000.00	\$ 64,000.00			
17	Modifications to the Emergency Spillway											
17a	Cribbing Work	LS	1	\$ 21,970.00	\$ 21,970.00	\$ 8,100.00	\$ 8,100.00	\$ 20,000.00	\$ 20,000.00			
17b	Removal and Replacement of 4 Earthen Plugs	LS	1	\$ 153,570.00	\$ 153,570.00	\$ 128,520.00	\$ 128,520.00	\$ 200,000.00	\$ 200,000.00			
18	Improvements to Electrical System	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 44,663.00	\$ 44,663.00	\$ 150,000.00	\$ 150,000.00			
19	Recast of Miscellaneous Metals	LS	1	\$ 23,298.00	\$ 23,298.00	\$ 25,167.00	\$ 25,167.00	\$ 50,000.00	\$ 50,000.00			
20	Miscellaneous Work and Cleanup	LS	1	\$ 280,000.00	\$ 280,000.00	\$ 51,660.00	\$ 51,660.00	\$ 50,000.00	\$ 50,000.00			
21	DISCRETIONARY	LS	1	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00	\$ 340,000.00			
BID "B" TOTAL BID PRICE					\$ 7,137,000.00	\$ 4,210,875.85	\$ 4,210,875.85	\$ 4,374,389.00	\$ 4,374,389.00			
Acknowledged Addendum # 1				YES		YES		YES				
Acknowledged Addendum # 2				YES		YES		YES				
Florida Trench Safety Act				YES		YES		YES				
Contractor's Questionnaire				YES		YES		YES				
Drug Free Work Place				YES		YES		YES				
Public Contracting & Environmental Crimes Certification				YES		YES		YES				
Bid Bond Enclosed				YES		YES		YES				
Site Visit Confirmed				YES		YES		YES				
License Requirement:				06/14/10		06/14/10		06/30/10				
Affidavit submitted if applicable				NOT APPLICABLE		NOT APPLICABLE		NOT APPLICABLE				

Notes:

1) Shoreline Foundation Inc. supplied a Bid Form "B" containing mathematical errors in items nos. 4b3 and 4c1. Based on the corrections made, the correct total bid price "B" is 4,210,875.85

(Date) **8-2-10**
 As Prepared by **[Signature]**
 As Reviewed by **[Signature]**
 As Required by **[Signature]**

SECTION 00500
FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY" and Johnson Bros. LLC, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 5476 Lithia Pinecrest Road, Lithia, FL 33547.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 10-2318-OV, Lake Manatee Dam Tainter Gates in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the COUNTY and URS hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Public Works Department
Project Management Division
Attn: Mr. Jeff Streitmatter
IFB #10-2318-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450, Ext. 7335

URS
Engineer of Record
7650 W. Courtney Campbell Causeway
Suite 700
Tampa, FL 33607
Phone: (813) 286-1711

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean the COUNTY'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document IFB#10-2318-OV
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers 1 to 2, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.



- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5.

MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.



IFB#10-2318-OV
Lake Manatee Dam Tainter Gates

The COUNTY will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #10-2318-OV Lake Manatee Dam Tainter Gates) subject to additions and deductions as provided therein, the sum of Five Million, One Hundred Thirty-Eight Thousand, Two Hundred Ten Dollars and Zero Cents (\$5,138,210.00) for Bid " B " based on Completion Time of 330 calendar days and the sum of \$2,121.00 as liquidated damages for each calendar day of delay.

Johnson Bros. LLC

Contractor

BY: _____

Signature

Ron Quisenberry - V.P.
Name and Title of Signer (printed)

Date: 25 Aug 2010

MANATEE COUNTY GOVERNMENT

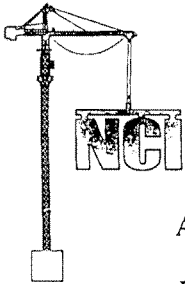
BY: _____

Signature

For the County

R. C. "Rob" Cuthbert, C.P.M.; CPPO, Purchasing Official
Name and Title of Signer

Date: 9/14/10



NIELSON, WOJTOWICZ, NEU & ASSOCIATES

August 20, 2010

Johnson Bros., LLC
5476 Lithia Pinecrest Road
Lithia, FL 33547

RE: Manatee County, as Obligee
Lake Manatee Dam Tainter Gates, as project
Bond #24S000523

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

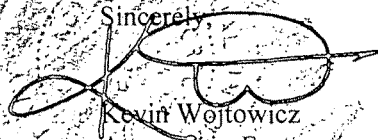
Executed Contract with Date: X _____

This letter is also giving **Johnson Bros., LLC**, as Principal and/or **Manatee County**, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,



Kevin Wojtowicz
Attorney-in-Fact
KRW/cmk

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

**FRONT PAGE OF
PUBLIC PAYMENT BOND**
Florida Statute 255.05

BOND NO. 24S000523

CONTRACTOR: Johnson Bros., LLC
5476 Lithia-Pinecrest Rd.
Lithia, FL 33547
813-685-5101

SURETY: Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02117
617-357-9500

AGENT: Nielson, Wojtowicz & Associates, Inc.
1126 Central Avenue, Suite 200
St. Petersburg, FL 33705
(727) 209-1803

OBLIGEE: Manatee County
1112 Manatee Avenue West
Bradenton, FL 34205
941-708-7527

PROJECT: IFB #10-2318-OV Lake Manatee Dam Tainter Gates; 17915 Waterline Rd. Bradenton, FL



This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

PAYMENT BOND

Bond Number: 24S000523

KNOW ALL MEN BY THESE PRESENTS, that we Johnson Bros., LLC, as principal (the "Principal"),
5476 Lithia-Pinecrest Rd Lithia, FL 33547, as surety (the "Surety"),
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"),
are held and firmly bound unto Manatee County
1112 Manatee Avenue West Bradenton, FL 34205, as obligee (the "Obligee"),
in the penal sum of Five Million One Hundred Thirty Eight Thousand Two Hundred Ten Dollars
and No Cents Dollars (\$ 5,138,210.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the _____ day of _____
entered into a contract (the "Contract") with the Obligee for IFB#10-2318-OV; Lake Manatee Dam Tainter
Gates

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of The Surety Law Department at the above-listed address.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligee's payment to the Principal, and other limitations on amounts due under the contract between Principal and Claimant.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

DATED as of this 14th day of September 2010

WITNESS / ATTEST

Patricia Price

Johnson Bros., LLC

(Principal)

By:

Name: *Bob Ober*
Title: *S.P.*

HB

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By:

Attorney-in-Fact

Kevin Wojtowicz

(Seal)



PERFORMANCE BOND

Bond Number: 24S000523

KNOW ALL MEN BY THESE PRESENTS, that we Johnson Bros., LLC

5476 Lithia-Pinecrest Rd Lithia, FL 33547, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the

"Surety"), are held and firmly bound unto Manatee County

1112 Manatee Avenue West Bradenton, FL 34205, as obligee (the "Obligee"), in
the penal sum of Five Million One Hundred Thirty Eight Thousand Two Hundred Ten Dollars and No
Cents Dollars (\$ 5,138,210.00),

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

WHEREAS, the Principal has by written agreement, dated the _____ day of _____,
entered into a contract (the "Contract") with the Obligee for IFB#10-2318-OV; Lake Manatee Dam Tainter
Gates

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and
faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee
having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent
contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and
conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects,
upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a
contract between such bidder and the Obligee, and make available as work progresses (even though
there should be a default or a succession of defaults under the contract or contracts of completion
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the
contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term
"balance of the contract price," as used in this paragraph, shall mean the total amount payable by the
Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid
by the Obligee to the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with
reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as
practicable after the amount is determined, tender payment therefore to the Obligee; or
 - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract or such time period as otherwise permitted by relevant statute. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 14th day of September, 2010

WITNESS / ATTEST

Patricia Pica

Johnson Bros., LLC
(Principal)

By:

Name:
Title:

[Signature]
[Signature]

NO
(Seal)

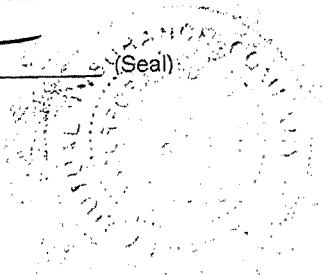
LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By:

Attorney-in-Fact

Kevin Wojtowicz

(Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KEVIN WOJTOWICZ, GLENN ARVANITIS, JOHN R. NEU, ALL OF THE CITY OF ST. PETERSBURG, STATE OF FLORIDA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 19th day of April 2010

LIBERTY MUTUAL INSURANCE COMPANY

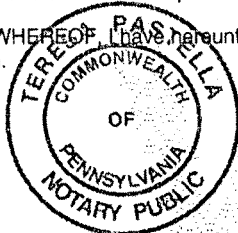
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of April, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2010

PRODUCER Beecher Carlson Insurance Services 250 Park Avenue South, Suite 600 Winter Park, FL 32789 www.beecher Carlson.com	407-647-7901 407-647-5604	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE		NAIC #
INSURED Johnson Bros. Corporation & Johnson Bros., LLC 5476 Lithia-Pinecrest Road P.O. Box 588 Lithia FL 33547	INSURER A: Arch Insurance Company		11150
	INSURER B:		
	INSURER C: AGCS Marine Insurance Company		22837
	INSURER D:		
	INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	51PKG2278402	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	51PKG2278402	4/1/2010	4/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
A	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	51WC12278302	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<input type="checkbox"/>	OTHER Protection & Indemnity Hull	OHL92002697	4/1/2010	4/1/2011	\$1,000,000 Any One Accident/Occur As Per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Bid Number 10-2318-OV; Project Number 6026073; Lake Manatee Dam Tainter Gates, Bradenton, FL
 County of Manatee, FL is named as Additional Insured with regards to General Liability, Auto Liability, and Protection and Indemnity as required by written contract and executed prior to time of loss.
 Designated Construction Projects Aggregate Limit Form CG 25 03 is included and attached to this certificate.

CERTIFICATE HOLDER

County of Manatee, FL
 Financial Management Department -
 Purchasing Division
 1112 Manatee Avenue West, Suite 803
 Bradenton FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

(ATL) Robert W. Hessel

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE ADDENDUM

DATE ISSUED
8/20/2010

NAMED INSURED:

Johnson Bros. Corporation
& Johnson Bros., LLC
5476 Lithia-Pinecrest Road
P.O. Box 588
Lithia FL 33547

CERTIFICATE HOLDER:

County of Manatee, FL
Financial Management Department -
Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton FL 34205

Re: Bid Number 10-2318-OV; Project Number 6026073; Lake Manatee Dam Tainter Gates,
Bradenton, FL

Additional Policies:

Marine Employers Liability
Policy # OML92002698
AGCS Marine Insurance Company
4/1/2010 to 4/1/2011
Limit: \$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

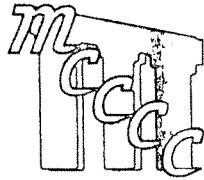
SCHEDULE

Designated Construction Project(s):
APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily Injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 ◊ Bradenton, Florida 34206 ◊ (941) 749-1800 ◊ FAX (941) 741-4082 ◊ www.manateeclerk.com

September 15, 2010

TO: Johnson Bros LLC
ATTN: John Meagher
5476 Lithia Pine Crest Road
Lithia FL 33547

FROM: Clerk of Circuit Court
Board Records Department
Nancy Harris
P. O. Box 25400
Bradenton, FL 34206



SUBJECT: LAKE MANATEE DAM TAINTER GATES

Approved: In open session by the Board of County
Commissioners, Manatee County, Florida on
September 14, 2010.

cc: Board Records
Marsha Colburn, Proj Mngt
Olga Valcich, Purchasing
njh