

BIDDERS CHECKLIST

The following is a voluntary list for all potential bidders to use in order to ensure the accuracy of their bid submittal. Failure to submit the required forms and documentation, completely and accurately, will render your bid as Non-Responsive and it will be rejected.

 COPY

- Bid Response Form (Section 00300)
- Schedule of Base Bid Manufacturers/Suppliers (Section 00300A) *if applicable*
- Substitution List of Manufacturers/Suppliers (Section 00300B) *if applicable*
- Bidder's Contact and Information Form (Section 00310)
- Questionnaire Form (Section 00315)
- Non-Collusion Affidavit Form (Section 00320)
- Conflict of Interest Form (Section 00322)
- Bidder's Certification Form (Section 00325)
- Sworn Statement on Public Entity Crimes (Section 00330)
- Corporate Resolution Form (Section 00335)
- Hold Harmless and Indemnity Agreement (Section 00340)
- References Form (Section 00345)
- Sub-Contractors and Affiliates Form (Section 00350)
- Drug-Free Workplace Form (Section 00355)
- Trench Safety Affidavit Form (Section 00360)
- E-Verify Form (Section 00365)
- Bid Bond Form (Section 00370)
- Power of Attorney (Section 00380 - to be provided by Surety)
- Acknowledgement of all Addendums
- 2 Copies of Bid Submittal (1 original and 1 Electronic Copy [CD or Flashdrive])

PART A - GENERAL REQUIREMENTS & GENERAL CIVIL

Item	Item Name & Category	Total Quantity	Unit	Unit Cost	Item Cost
GENERAL REQUIREMENTS					
1	Mobilization and Demobilization	1	LS	\$ 70,000.00	\$ 70,000.00
2	General Requirements, Bonds, Permits	1	LS	\$ 30,000.00	\$ 30,000.00
3	Indemnification	1	Allow	\$ 1,000.00	\$ 1,000.00
4	Maintenance of Traffic	1	LS	\$ 15,000.00	\$ 15,000.00
5	Testing and Laboratory Services	1	Allow	\$ 8,000.00	\$ 8,000.00
6	Utility Adjustments	1	Allow	\$ 31,000.00	\$ 31,000.00
7	Layout Survey and As-Built Survey	1	LS	\$ 24,000.00	\$ 24,000.00
EROSION AND SEDIMENTATION CONTROL					
8	Clearing and Grubbing	1	LS	\$ 25,000.00	\$ 25,000.00
9	Dewatering	1	LS	\$ 100,000.00	\$ 100,000.00
10	Erosion and Sediment Control	1	LS	\$ 5,500.00	\$ 5,500.00
Subtotal Part A - General Requirements & General Civil					\$ 309,500.00

PART B - PAVING & DRIVEWAY RESTORATION

Item	Item Name & Category	Total Quantity	Unit	Unit Cost	Item Cost
	PAVING & DRIVEWAY RESTORATION				
11	Remove and Replace Concrete Driveway (6" Thick)	2,250	SY	\$ 80.00	\$ 180,000.00
12	Remove and Replace Concrete Sidewalk (4" Thick)	24	SY	\$ 75.00	\$ 1,800.00
13	Remove and Replace Pavement	100	SY	\$ 70.00	\$ 7,000.00
14	Mill and Resurface Existing Asphalt	9,000	SY	\$ 10.40	\$ 93,600.00
	Subtotal Part B - Paving & Driveway Restoration				\$ 282,400.00

PART C - PROPOSED STORMWATER SYSTEM

Item	Item Name & Category	Total Quantity	Unit	Unit Cost	Item Cost
PROPOSED STORMWATER SYSTEM					
15	Site Grading, Restoration, and Sodding	7,150	SY	\$ 8.80	\$ 62,920.00
16	Connect to Existing Stormwater Structure	2	EA	\$ 1,500.00	\$ 3,000.00
17	Stormwater Structure Demolition	9	EA	\$ 1,000.00	\$ 9,000.00
18	Stormwater Pipe Demolition	80	LF	\$ 60.00	\$ 4,800.00
19	Cut, Plug, and Abandon Existing Stormwater Pipe	6	EA	\$ 1,500.00	\$ 9,000.00
20	Remove and Replace 15" CPP Culvert	85	LF	\$ 200.00	\$ 17,000.00
21	10" PVC Underdrain	8,000	LF	\$ 76.00	\$ 608,000.00
22	18" RCP Storm	260	LF	\$ 130.00	\$ 33,800.00
23	Type 'C' Inlet	9	EA	\$ 4,000.00	\$ 36,000.00
24	Type 'P' Manhole	1	EA	\$ 13,000.00	\$ 13,000.00
25	Yard Drain	45	EA	\$ 2,400.00	\$ 108,000.00
26	Lift Station	1	LS	\$ 280,000.00	\$ 280,000.00
Subtotal Part C - Proposed Stormwater System					\$ 1,184,520.00

PART D - PROPOSED UTILITY RELOCATIONS

Item	Item Name & Category	Total Quantity	Unit	Unit Cost	Item Cost
PROPOSED UTILITY RELOCATIONS					
27	4" PVC Watermain Transition, C900, DR-18 (Includes Fittings)	11	EA	\$ 3,200.00	\$ 35,200.00
28	10" PVC Forcemain Transition, C900, DR-18 (Includes Fittings)	1	EA	\$ 10,300.00	\$ 10,300.00
29	Connect to Existing Water Main	1	EA	\$ 7,100.00	\$ 7,100.00
Subtotal Part D - Proposed Utility Relocations					\$ 52,600.00

Total	\$ 1,829,020.00
Total Bid (Use Words)	One Million Eight Hundred Twenty-Nine Thousand Twenty Dollars and Zero Cents
Total Bid (Figures)	\$1,829,020.00



BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule below:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS		
2	General Requirements, Bonds, Permits	1	LS		
3	Indemnification	1	Allow	\$1,000	\$1,000
4	Maintenance of Traffic	1	LS		
5	Testing and Laboratory Services	1	Allow	\$8,000	\$8,000
6	Utility Adjustments	1	Allow	\$31,000	\$31,000
7	Layout Survey and As-Built Survey	1	LS		
8	Clearing and Grubbing	1	LS		
9	Dewatering	1	LS		
10	Erosion and Sediment Control	1	LS		
11	Remove and Replace Concrete Driveway (6" Thick)	2,250	SY		
12	Remove and Replace Concrete Sidewalk (4" Thick)	24	SY		
13	Remove and Replace Pavement	100	SY		
14	Mill and Resurface Existing Asphalt	9,000	SY		
15	Site Grading, Restoration, and Sodding	2,250	SY		
16	Connect to Existing Stormwater Structure	7,150	EA		
17	Stormwater Structure Demolition	2	EA		
18	Stormwater Pipe Demolition	9	LF		
19	Cut, Plug, and Abandon Existing Stormwater Pipe	80	EA		
20	Remove and Replace 15" CPP Culyert	6	LF		
21	10" PVC Underdrain	85	LF		
22	18" RCP Storm	8,000	LF		
23	Type 'C' Inlet	260	EA		
24	Type 'P' Manhole	9	EA		
25	Yard Drain	1	EA		
26	Lift Station	45	LS		
27	4" PVC Watermain Transition, C900, DR-18 (Includes Fittings)	11	EA		
28	10" PVC Forcemain Transition, C900, DR-18 (Includes Fittings)	1	EA		
29	Connect to Existing Water Main	1	EA		

See Updated Bid Tabulation Sheet

TOTAL BID 1,829,020.00 Total Bid

One million eight hundred twenty-nine thousand twenty dollars
and zero cents

In Numbers

The line item pricing provided above shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

A bid security, attached in the sum of five (5) percent of the Total Bid Amount, is to become the property of the Owner in the event contract and bond are not executed within thirty (30) days of the Owner issuing a Notice of Award, as liquidated damages for the delay and additional expense to the Owner caused thereby.

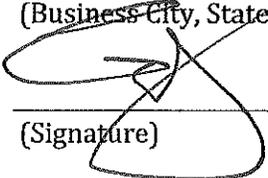
Respectfully submitted:

By: GPS Civil Construction, Inc.
(Business Name)

(SEAL - if bid is by corporation)

455 Walker Street
(Business Address)

Holly Hill, FL 32117
(Business City, State, Zip Code)


(Signature)

Greg Schlaffer
(Printed Name)

President
(Title)

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS
(SECTION 300A)

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled. Listed manufacturers/suppliers identified as deductive alternates will be considered as a deductive alternate as presented in the Deductive Alternate Section of the Bid Form.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Lowest Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers/suppliers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or an "or equal" is rejected, he must use the manufacturer/supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.7 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitution or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitution or "or equal" items such as increased electrical requirements, larger building, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by others and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply, complete information on proposed substitution or "or equal" items prior to the Notice of Award.

Category I - SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS
(SECTION 300A)

Item No.	Equipment Item or Material	Specification Section No.	Manufacturer/Supplier
		N/A	

SEE APPENDIX A: LIST OF APPROVED PRODUCTS

SUBSTITUTION LIST OF MANUFACTURERS / SUPPLIERS
(SECTION 00300B)

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	_____	_____	NA	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

SUBSTITUTIONS AND "OR EQUAL"

The above signed as Bidder agrees that substitutions or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraphs 6.7, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List will be evaluated by the Engineer in accordance with the General Conditions.

BIDDER'S CONTACT AND INFORMATION FORM
(SECTION 00310)

BIDDERS INFORMATION

Firm Name:	GPS Civil Construction, Inc.
Firms Principal Address:	455 Walker Street, Holly Hill, FL 32117
FEIN #:	82-3777772
State of Florida General Contractors License #:	CGC1523245 CUC1225259

BUSINESS STRUCTURE

Corporation, Joint Venture, or Partnership: Bidders submitting bids as a Joint Venture shall submit a copy of their joint agreement. If a joint venture or prime/sub-contractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

BUSINESS STRUCTURE	INDICATE BY (X)	COPY OF JOINT VENTURE AGREEMENT ATTACHED (Y / N)	IF APPLICABLE, HOW WILL WORK BE DISTRIBUTED BETWEEN PARTNERS?
CORPORATION	x		
JOINT VENTURE			
PARTNERSHIP			

Is your company registered and licensed in the State of Florida to do business? YES NO

If a Joint Venture, has this partnership worked together on a similar project? YES NO

BIDDER'S CONTACT AND INFORMATION FORM
(SECTION 00310 Continued)

BUSINESS OFFICERS

POSITION	NAME	CONTACT INFORMATION
PRESIDENT	Greg Schlafter	greg@gpscivil.com; (386) 872-5811
VICE PRESIDENT	Dallas Moore	dallas@gpscivil.com; (386) 566-48w00
VICE PRESIDENT		
SECRETARY	Tiffany Canup	tiffany@gpscivil.com; (386) 872-5811
TREASURER		
PROJECT MNGR (ASSIGNED TO THIS PROJECT)		

BUSINESS LOCATION

Address of office in which work is to be performed from if different than principal address: _____ _____ _____
Distance from the job site to firms business address: _____ Miles
Other office locations – Location of other offices from which resources may be drawn: _____ _____ _____

QUESTIONNAIRE FORM
(SECTION 00315)

How many years has your organization been in the construction business? 4 years

How many years has your organization held a General Contractors License in Florida? 4 years

Does your organization have government / municipal construction experience? Yes No

Does your organization have experience with Federally funded construction projects? Yes No

Has your organization held a previous business name? Yes No *(if applicable list other names)*

Are you currently pre-qualified with any governmental agency? Yes No *(if yes, please list)*
FDOT; Volusia County Schools

Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused pre-qualification? Yes No *(if so, please list and describe)*

Within the previous five years has your organization or predecessor organizations ever failed to complete a project? Yes No *(if so, state the name of the organization and reason)*

NON COLLUSION AFFIDAVIT FORM
(SECTION 00320)

STATE OF FLORIDA

COUNTY OF VOLUSIA

Greg Schlaffer, being first duly sworn deposes and says that:

- i. He/She is the President, of GPS Civil Construction, Inc., the Bidder that has submitted the attached Bid;
- ii. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- iii. Such Bid is genuine and is not a collusive or sham Bid;
- iv. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- v. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Sworn and subscribed to before me this 19th day of April, 2022, in the State of Florida,
County of Volusia.

Tiffany N Canup Notary Public
My Commission expires: 1/6/23



CONFLICT OF INTEREST FORM
(SECTION 00322)

I HEREBY CERTIFY that

1. I, (printed name) Greg Schlaffer, am the
(title) President and the duly authorized representative of the firm of (Firm Name)
GPS Civil Construction, Inc. whose address is 455 Walker St, Holly Hill, FL 32117, and
that I possess the

legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent,
due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or
person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: Greg Schlaffer

Firm Name: GPS Civil Construction, Inc.

Date: 04/19/2022

STATE OF Florida

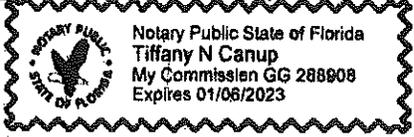
COUNTY OF Volusia

Sworn to and subscribed before me this 19th day of April, 2022, by

Greg Schlaffer, who is/are personally known to me or who has/have produced
_____ as identification.

Tiffany Canup
NOTARY PUBLIC - STATE OF Florida

Type or print name:
Tiffany Canup
Commission No.: 66288908



(Seal) Commission Expires: 1/6/23

BIDDER'S CERTIFICATION FORM
(SECTION 00325)

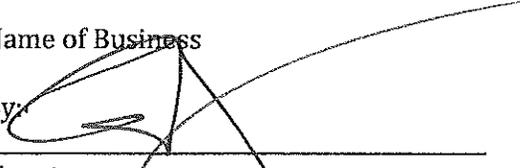
I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices and rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of the Proposal and understand that a background investigation may be conducted by the City of Deltona prior to award.

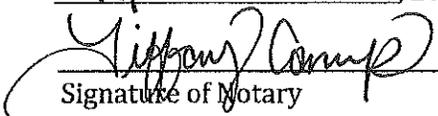
I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business _____
By: 
Signature _____
Greg Schaffer, President
Name & Title, Typed or Printed _____
455 Walker Street
Mailing Address _____
Holly Hill, FL 32117
City, State, Zip Code _____
(386) 872-5811
Telephone Number _____

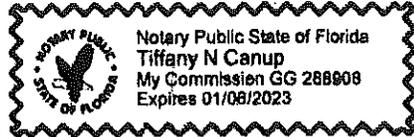
Sworn to and subscribed before me

This 19th day of April, 2022


Signature of Notary _____

Notary Public, State of Florida

Personally known
-OR-
Produced Identification _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(SECTION 00330)**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by Greg Schlaffer, President
GPS Civil Construction, Inc. (Individual's name and title)

For _____
(Name of entity submitting sworn statement)

Whose business address is 455 Walker St, Holly Hill, FL 32117

And (if applicable) its Federal Employer Identification Number (FEIN) is 82-3777772
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.

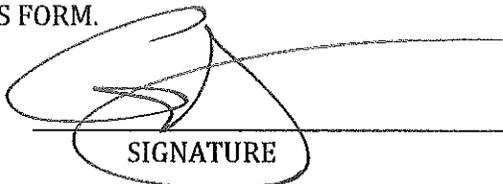
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



SIGNATURE

04/19/2022

DATE

State of Florida
County of Volusia

Personally appeared before me, the undersigned authority, Greg Schlatter (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 19th day of April, 2022.





NOTARY PUBLIC

My commission expires: 1/6/23

CORPORATE RESOLUTION FORM
(SECTION 00335)

I, Tiffany Canup, Secretary of GPS Civil Construction, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on April 19, 2022 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to CITY OF DELTONA for the construction of Northwest Area Stormwater Management

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>Greg Schaeffer</u>	<u>President</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 19th day of April, 2022

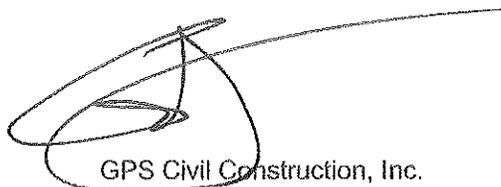
**HOLD HARMLESS AND INDEMNITY AGREEMENT
(SECTION 00340)**

GPS Civil Construction, Inc., agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.


GPS Civil Construction, Inc.

CONTRACTOR

04/19/2022

DATE

**REFERENCES FORM
(SECTION 00345)**

List the 5 most recent projects that best illustrate the experience of your firm with projects of the same size and scope of work as per the specifications and drawings herein.

The City of Deltona is seeking Contractors who have proven, past, positive experiences as the Prime Contractor in projects of similar and same size of scope of work. These references are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted. Contractors not having past, positive experiences as a Prime Contractor in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered. References which are located in foreign countries are not acceptable.

Project # 1

Name of Project	Project Owner	Value of Project	Start / End Date
	See Attached		
PROJECT DESCRIPTION			
<hr/> <hr/> <hr/>			
Contact Name	Contact Phone #	Contact Email	

Project # 2

Name of Project	Project Owner	Value of Project	Start / End Date
PROJECT DESCRIPTION			
<hr/> <hr/> <hr/>			
Contact Name	Contact Phone #	Contact Email	

REFERENCES FORM
(SECTION 00345 Continued)

Project # 3

Name of Project	Project Owner	Value of Project	Start / End Date
PROJECT DESCRIPTION			
Contact Name	Contact Phone #	Contact Email	

Project # 4

Name of Project	Project Owner	Value of Project	Start / End Date
PROJECT DESCRIPTION			
Contact Name	Contact Phone #	Contact Email	

Project # 5

Name of Project	Project Owner	Value of Project	Start / End Date
PROJECT DESCRIPTION			
Contact Name	Contact Phone #	Contact Email	

Completed Contracts - Past Three years - FDOT FORMAT

What contracts and subcontracts has your organization completed in the past three (3) years?

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 49,539.00	Drainage	2019	Daytona Beach - Volusia	Tanger Drainage - Stewie Carbonell, Tanger Outlet Centers - 1100 Cornerstone Blvd, Ste 100
\$ 306,500.00	Drainage; Grading; Grassing, Seeding and Sodding; Sidewalk	2019	South Daytona - Volusia	Atlantic High Drainage - James Bott, Volusia County Board - 3750 Olson Drive, Daytona Beach, FL 32124
\$ 8,814.00	Drainage	2019	Port Orange - Volusia	Benton House Drainage Repairs - Josh Neal, Batssoon Cook - 2859 Paces Ferry Road SE, Atlanta, GA 30339
\$ 6,800.00	Drainage	2019	Ormond Beach - Volusia	Wawa - Granada Drainage - Tin fishel, 51 Site Services, 146 N Orchard St, Ormond Beach, FL 32174
\$ 17,000.00	Drainage	2019	Daytona Beach - Volusia	Tanger North Drainage - Stewie Carbonell, Tanger Outlet Centers - 1100 Cornerstone Blvd, Ste 100
\$ 97,194.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding	2019	Daytona Beach - Volusia	Deland Business Farm - Drainage - OJ Perryman, Dade Service Corp - 2000 Brunswick Lane, Deland, FL 32724
\$ 12,390.00	Portland Cement Concrete Roadway Paving	2019	Ormond Beach - Volusia	Timber Creek Entrance Turnaround - Mark Annon, Southern States Management Group - 1180 Pelican Bay Drive, Daytona Beach, FL 32119
\$ 3,585.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Hot Plant-Mixed Sidewalk; Concrete Traffic Separator; Curbs; Driveways; Gutters; Pavement Diamond Grinding; Rehabilitation of Concrete Pavement	2020	Ormond Beach - Volusia	565 Granada - Mark Annon, Southern States Management Group - 1180 Pelican Bay Drive, Daytona Beach, FL 32119
\$ 2,266,515.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Hot Plant-Mixed Bitum Courses; Sidewalk; Concrete Traffic Separator; Curbs; Driveways; Handrails; Milling; Traffic Separators; Tree Removal	2020	Port Orange - Volusia	ESU82 US-1 Concrete Panel Replacement - FDOT, Ernesto Salter, 1650 North Kepler Road, Deland, Florida 32724
\$ 1,025,289.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Hot Plant-Mixed Bitum Courses; Portland Cement Concrete Roadway Paving; Sidewalk; Driveways; Rip Rep; Rubble Rip Rep	2020	Daytona Beach - Volusia	Thivoli Drive Intersection Improvements (LAP) - City of Deltona, Tobborah Collingham, 255 Enterprise Road, Deltona, FL 32725
\$ 1,281,635.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Hot Plant-Mixed Bitum Courses; Portland Cement Concrete Roadway Paving; Sidewalk; Driveways; Rip Rep; Rubble Rip Rep	2020	New Smyrna Beach - Volusia	New Smyrna Airport Improvements - City of New Smyrna Beach, Rhonda Walker, 802 Skyline Drive, New Smyrna Beach, FL 32166
\$ 488,229.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Hot Plant-Mixed Bitum Courses; Grout Injection, Milling, Shikibole Remediation & Stabilization	2020	Deland - Volusia	ESV72 #2 Box Culvert Repairs - FDOT, Rick Cofe, 1650 North Kepler Road, Deland, Florida 32724
\$ 189,787.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Concrete Traffic Separator; Curbs; Gutters; Traffic Separators	2020	Palm Coast - Volusia	Aviation Drive Reconstruction - Flagler County, Ryan Prevatt, 1769 E. Moody Blvd., Bldg 5, Bunnell, FL 32110
\$ 413,490.00	Drainage; Grading; Grassing, Seeding and Sodding; Rip Rep; Rubble Rip Rep; Tree Removal	2020	Daytona Beach - Volusia	Bethune Point Shoreline - Jim Nelson, City of Daytona Beach - PO Box 2451, Daytona Beach, FL 32115
\$ 47,338.00	Sidewalk; Curbs; Driveways; Gutters	2020	St Augustine - St Johns	Lightsey Road Apartments - P&S Paving, Brian Davidson, 3701 Olson Drive, Daytona Beach FL 32124
\$ 772,376.00	Drainage; Grading; Grassing, Seeding and Sodding; Sidewalk; Curbs; Driveways; Gutters; Handrails; Rubble Rip Rep; Tree Removal	2020	Deltona - Volusia	Deltona Lakes and Spirit Elementary Sidewalk (LAP) - Tobborah Collingham, 255 Enterprise Road, Deltona, FL 32725
\$ 4,249.00	Sidewalk; Curbs	2020	Palm Coast - Flagler	Branwood Sidewalk/Corp - Flagler County, Ryan Prevatt, 1789 E. Moody Blvd., Bldg 5, Bunnell, FL 32110
\$ 6,015.00	Sidewalk; Driveways	2020	Flagler Beach - Flagler	Golbert Lane Sidewalk - Flagler County, Ryan Prevatt, 1789 E. Moody Blvd., Bldg 5, Bunnell, FL 32110
\$ 11,691.00	Sidewalk; Driveways	2020	DeLand - Volusia	Deland Business Farm Concrete - OJ Perryman, Dade Service Corp - 2000 Brunswick Lane, Deland, FL 32724
\$ 58,988.00	Sidewalk; Curbs; Driveways; Gutters	2020	Ormond Beach - Volusia	Extended Stay Parking Lot Concrete - Hazen Construction, Chad Hazen, 1589 Tonia Rd, New Smyrna Beach, FL 32168
\$ 285,138.00	Sidewalk; Curbs; Driveways; Gutters; Concrete Traffic Separator	2021	Daytona Beach - Volusia	Sweetheart Trail Concrete - Hazen Construction, Chad Hazen, 1589 Tonia Rd, New Smyrna Beach, FL 32168
\$ 127,751.00	Portland Cement Concrete Roadway Paving; Concrete Traffic Separator; Curbs; Gutters	2020	Port Orange - Volusia	US1 Turnlane at Enclave Apis - Halifax Paving, Joey Durranee, 860 Hull Rd, Ormond Beach, FL 32174
\$ 31,432.00	Driveways	2020	Daytona Beach - Volusia	2575 West 15B Concrete - A-C-T Environmental & Infrastructure, Inc., Doug Coleman, 1875 West Main Street, Bartow, FL 33830
\$ 800,817.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Portland Cement Concrete Roadway Paving; Curbs; Driveways	2021	Orange City - Volusia	Orange City Voltran Concrete Parking Lot - Volusia County, Charlies Conway 123 W. Indiana Ave., Deland, FL 32720-4262
\$ 29,251.00	Driveways	2020	Daytona Beach - Volusia	Volusia County Public Works - Tomoka Construction, Kyle Hall, 40 Holly Street, Ormond Beach, FL 32174
\$ 99,055.00	Grading; Grassing, Seeding and Sodding; Portland Cement Concrete Roadway Paving; Curbs; Driveways	2021	New Smyrna Beach - Volusia	Fire Station 51 Concrete Drive and Parking Lot - City of New Smyrna Beach, Kyle Gloyd Morris Sidewalk and Curb, JD Weber Construction, Joe Weber, 150 Business Center Dr, Ormond Beach, FL 32174
\$ 78,118.00	Sidewalk; Curbs; Gutters	2021	Daytona Beach - Volusia	Olson Drive Concrete, Volusia County Schoolboard, Billy Lauremore, 3750 Olson drive, Daytona Beach, FL 32124
\$ 67,877.00	Driveways	2021	Daytona Beach - Volusia	Tree Town Concrete Parking Lot - Halifax Paving, Joey Durranee, 860 Hull Rd, Ormond Beach, FL 32174
\$ 100,258.00	Portland Cement Concrete Roadway Paving	2021	Bunnell - Flagler	Bersford Ave Sidewalk - Volusia County, Jim Price 123 W. Indiana Ave., Deland, FL 32720-4262
\$ 396,128.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Sidewalk; Underground Utilities (Water & Sewer); Hot Plant-Mixed Bitum Courses	2021	Deland - Volusia	ESX14 Roadway Repair, FDOT, Alex Mackey
\$ 128,820.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Sidewalk; Hot Plant-Mixed Bitum Courses	2021	Daytona Beach - Volusia	New Port Apartments Concrete Sidewalk and Curbing, Hazen Construction
\$ 64,027.00	Sidewalk; Curbs; Gutters	2021	Port Orange - Volusia	The Gables, Hazen Construction
\$ 145,765.00	Sidewalk; Curbs; Gutters	2021	City of Palm Coast - Flagler	Old Kings Road, Halifax Paving
\$ 78,578.00	Sidewalk; Curbs; Gutters	2021	City of Palm Coast - Flagler	Advent Health, Halifax Paving
\$ 83,883.00	Sidewalk; Curbs; Gutters	2021	Ormond Beach - Volusia	SRTSA, Halifax Paving
\$ 87,169.00	Sidewalk; Curbs; Gutters	2021	Deland - Volusia	
\$ 287,700.00	Drainage; Flexible Paving; Grading; Grassing, Seeding and Sodding; Sidewalk; Hot Plant-Mixed Bitum Courses	2021	City of Palm Coast - Flagler	Auto Zone Palm Coast - HJB Construction

**DRUG-FREE WORKPLACE FORM
(SECTION 00355)**

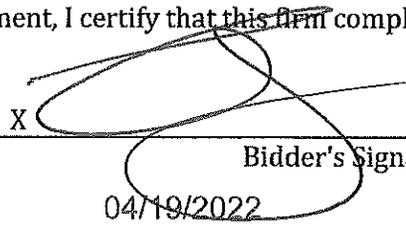
The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

GPS Civil Construction, Inc. does:

(Name of Business)

1. Publish 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. Inform 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. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify 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 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. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that ~~this firm~~ complies fully with the above requirements.

X 

Bidder's Signature
04/19/2022

Date

TRENCH SAFETY AFFIDAVIT FORM

(SECTION 00360)

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

GPS Civil Construction, Inc.

(NAME OF CONTRACTOR) hereby provides

written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 533.64 inclusive (1990) "Trench Safety Act".

The specific methods of compliance with applicable Trench Safety Standards, and the associated cost of compliance (costs included in the Bid Price), are as follows (attach additional sheets if necessary):

<u>Item and Safety Measure</u>	<u>Cost</u>
Sloping	\$1,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$1,000.00

By the signature of its undersigned authorized representatives, the Bidder hereby assures the CITY OF DELTONA that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

By [Signature]

Sworn and subscribed to before me this 19th day of April, 2022, in the State of Florida
County of Volusia.

[Signature] Notary Public
My Commission expires: 1/6/23



E-VERIFY FORM
(SECTION 00365)

Project Name:	Northwest Area Stormwater Management Improvements
Project No.:	PW22028

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

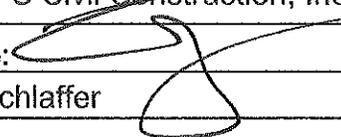
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Deltona; and
- c) *Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*
- d)

ACKNOWLEDGEMENT

COMPANY CONTACT

Company Name: GPS Civil Construction, Inc.
Authorized Signature: 
Print Name: Greg Schlaffer
Title President
Date: 04/19/2022
Phone: (386) 872-5811
Email: greg@gpscivil.com
Website: gpscivil.com

**BID BOND FORM
(SECTION 00370)**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, GPS CIVIL CONSTRUCTION, INC. as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid FIVE PERCENT OF THE AMOUNT BID for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 12TH day of APRIL, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Deltona, Florida a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

NORTHWEST AREA STORMWATER MANAGEMENT IMPROVEMENTS

NOW THEREFORE,

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or an extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and Payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, providing that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

6. No suite or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

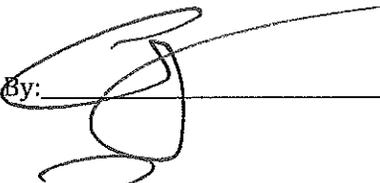
10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

GPS CIVIL CONSTRUCTION, INC.

By:  _____ (LS)

Title: President

Attest:  v.p.
Signature and Title

Surety (Print Full Name):

AMERICAN CONTRACTORS INDEMNITY COMPANY (Seal)

Surety's Name and Corporate Seal

By:  _____
Signature (attach power of attorney)

Title: TYLER DEBORD, ATTORNEY-IN-FACT

Attest:  _____
Signature and Title **STEPHEN FARMER
ATTORNEY-IN-FACT**

4/12/22

(DATE)

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Tyler DeBord; Stephen Farmer; Pamela Thompson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars

(**Unlimited**). This Power of Attorney shall expire without further action on April 23rd 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

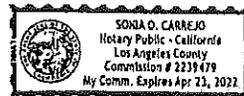
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio-Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day of APRIL, 2012.

Corporate Seals
Bond No.



Agency No. 9237

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

Addendum #1

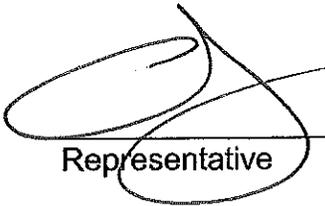
1. Is the area inside the fence to be sod or a stone covering? (I noticed one of your other stations had stone).

All open area inside the fence shall be replaced with 4" FDOT #57 stone atop nonwoven filter fabric.

2. The bid form in the documents show 8000 LF of RCP, is this correct? It seems that there is more 10" pipe than 18". Actually, it appears the lines are off by one.

The corrected bid form is provided as attachment 1.

GPS Civil Construction, Inc.
Company Name



Representative

04/19/2022
Date

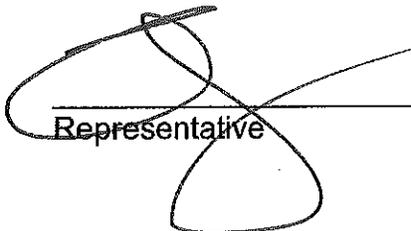
Addendum #2

On page #6 of the Bid Document it states in the "DESCRIPTION OF WORK" that the Drawings and Specifications were prepared by Mead & Hunt is incorrect, they were prepared by Tetra Tech.

CORRECTION

DESCRIPTION OF WORK: All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Tetra Tech and the proposed improvements will be awarded and constructed, if award is made, under one Contract. Bids shall be submitted for furnishing, delivering and installing all materials, equipment and services, including labor, for the Work, which generally involves:

GPS Civil Construction, Inc.
Company Name



Representative

04/19/2022
Date

ADDENDUM #3

- Per Detail 1 on Sheet C-503 the engineer has called out 10" fully perforated schedule 40 PVC to be used for the underdrain pipe. It appears that this pipe is not readily available and would be a special order if required. Will the engineer please provide an alternative underdrain pipe or give a specific manufacturer for the pipe shown? Also, if required to use the schedule 40 PVC, will the engineer please provide a detailed perforation size and pattern that should be used?

Response: Fully perforated HDPE may be utilized in lieu of schedule 40 PVC.

- Bid Item #21 "10" PVC Underdrain" only shows a quantity of 85 LF. Is this the correct amount?

Response: The corrected bid form is provided as attachment 1.

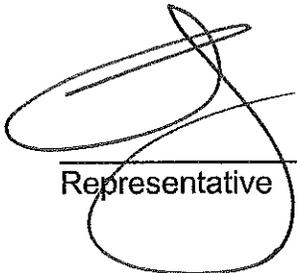
- There is some question as to whom is to provide the VFDs. There is a note that they be supplied by the electrician, however the pump manufactures seem to be including in their scope. Can you clarify?

Response: In lieu of VFDs, provide a reduced voltage soft starter with integral bypass contactors for each pump. The general contractor can determine the scope of supply for subcontractors and vendors.

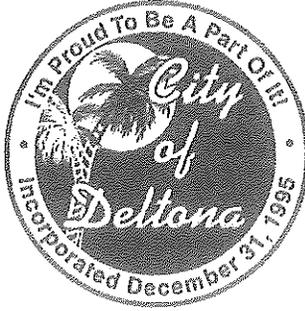
- What type of RTU Antenna is required? Is it just a steel pole or concrete?

Response: Provide a concrete pole. The radio shall be Yagi 5 Element SO-239 Conn 450-470MHZ, 300 Watts, 9.2dB GainMYA4505 Chrome.

GPS Civil Construction, Inc.
Company Name


Representative

04/19/2022
Date



ADDENDA #4 TO BID#22028
Deltona NW Area Stormwater Management Improvements
April 11, 2022

This addenda is being issued to extend the bid due date till Tuesday, April 19, 2022 at 2:30 at City Hall, 2nd floor conference room, 2345 Providence Blvd., Deltona, FL 32725 to address some issues found in the bid.

An additional addenda will be issued soon.

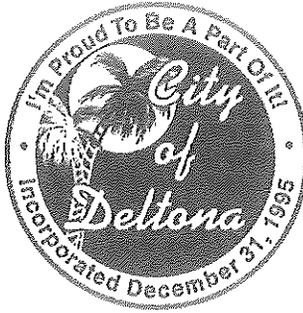
This Form Must Be Completed and Returned with your Submittal.

I hereby confirm that I am authorized to submit this bid on behalf of

GPS Civil Construction, Inc.
Company Name

[Signature]
Representative

04/19/2022
Date



ADDENDA #5 TO BID#22028
Deltona NW Area Stormwater Management Improvements
April 14, 2022

Plan Sheet C-202 - Where is the intended connection for the proposed underdrain located Sta 110+03LT to 110+60LT? There is no stormwater structure at Sta. 110+60 LT. The system that begins at Sta. 110+03 LT flows north to a proposed inlet at Sta. 110+99 LT and travels east across the road to an existing system.

Plan Sheet C-209 - Need clarification on yard drain ST-41 with a planned SW invert not matching up to the existing drop inlet invert to the west. The existing drop inlet at approx. Sta. 117+30 RT will not be connected to ST-41 at Sta. 117+31 LT. Please see the note to plug the exist. 15" RCP at this Sta. as shown on sheet C-203.

Sheet C-506 - Detail 3 specifies master manhole to be lined. Please clarify if manholes can be lined or field coated with bituminous epoxy. The master manhole does not need to be lined. See the revised sheet C-506.

The submersible pump specification, section 11208, makes multiple references to the Utility Commission of New Smyrna Beach (UCNSB) and references their LS 5. Is this the correct specification for this project? See the revised specification section 11208.

The submersible pump specification includes several items that are not typical for the City of Deltona – i.e., factory performance testing, base plates, hatch cover etching, etc. Are these required or should the equipment be supplied in accordance with Deltona standards? See the revised specification section 11208.

What material is acceptable for replacing driveway culverts? Driveway culverts to be replaced shall be replaced with smooth-walled corrugated high-density polyethylene pipe (CPP) as specified in the Drawings, or unless otherwise specified.

This Form Must Be Completed and Returned with your Submittal.

I hereby confirm that I am authorized to submit this bid on behalf of

GPS Civil Construction, Inc.

Company Name

Representative

04/19/2022
Date