

BOARD MEETING DATE: November 19, 2024

ITEM NO: X-H

RECOMMEND THAT the Board award BID-NFC-07-2024 – Driving Track Replacement to Anderson Columbia Co INC, in the amount of \$1,139,965.00. In addition, recommend the Board approve the President to execute a contract with this vendor utilizing appropriate AIA documents.



BID OPENING

BID-NFC-07-2024 Driving Track Replacement

Bid Opening Nov 6, 2024, 10:30 a.m., Madison Campus, Bldg. 9, Rm. 20

BID TALLY

Respondent	Bid Price	Bid Form	Bid Security Bid Deposit	List of Subcontractors
		(Indicate if information or form was provided for each item by entering Y for yes or N for no below.)		
Anderson Columbia Co INC	\$1,139,965.00	Y	Y	Y

Apparent Low Bidder: _____ Anderson Columbia Co INC _____

RECORDED BY: _____ Zackery Peterson _____



ANDERSON COLUMBIA CO., INC.

P.O. BOX 1829 • Lake City, FL 32056-1829

386.752.7585 • (386) 755-5430 FAX

BID SUBMISSION COVER PAGE

Date: NOVEMBER 6TH 2024

To:

North Florida College

Attn: Tyler Coody, Executive Director of Employment Services

325 NW Turner Davis Drive (Bldg.3 Room 19)

Madison, FL. 32340

From:

Anderson Columbia Co., Inc.

P.O. Box 1829

Lake City, FL. 32056

386.752.7585. Ext 224

Tony.Williams@andersoncolumbia.com

Project Title:

NFC-BID-07-2024

NFC DRIVING RANGE REPLACEMENT

Submitted By:

E. Tony Williams Jr., Vice President

SECTION 000300 - BID FORM

(TO BE COPIED BY THE BIDDER ON HIS OWN LETTERHEAD AND SUBMITTED IN DUPLICATE IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS)

BID TO: NORTH FLORIDA COLLEGE
325 NW TURNER DAVIS DR.
MADISON FL, 32340

BID FROM: ANDERSON COLUMBIA CO., INC.
891 NW GUERDON STREET
LAKE CITY, FL. 32056

PROJECT: NFC DRIVING RANGE REPLACEMENT
CRA Project Number: 23087

Gentlemen:

I have received the Bidding Documents, consisting of Drawings and Project Manual, entitled, "NFC DRIVING RANGE REPLACEMENT, Madison, Florida" dated October 18, 2024, as prepared by Clemons Rutherford & Associates, Inc., 2027 Thomasville Road, Tallahassee, Florida. I have also received Addenda numbers _____ and have included their provisions in my Bid. I have examined both the Bidding Documents and the site and submit the following Bid.

In submitting the Bid, I agree:

1. To hold my Bid in full force and effective for a period of thirty (30) calendar days after the date of the opening of this Bid.
2. To abide by the provisions of the Instructions to Bidders regarding disposition of the Bid Security.
3. To enter into and execute a Contract within four (4) calendar days after said Contract is delivered to me, if awarded said Contract on the basis of this Bid, and to furnish Performance Bonds and Labor and Material Payment Bonds in accordance with the General Conditions.
4. Project to be substantially complete within **240 consecutive calendar days** and to final completion within **40 consecutive calendar days** thereafter.
5. To pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day after the date for substantial completion, as specified in the Contract.
6. To pay the sum of **one-fourth (1/4)** of the rate previously indicated for each consecutive calendar day beginning 14 days after substantial completion, and until final completion, as specified in the Contract.
7. To allow to be withheld three (3) times the installed market value of any item on punch list, as determined by the Architect, that has not been completed at the time of final completion.
8. To start construction on a date to be determined; Notice to Proceed, with determined date, to be issued by Architect.
9. By signing this document, it constitutes an affidavit that you have not been publicly disbarred from public contracting.
10. By signing this document, Bidder acknowledges they will be in compliance with Federal Procurement Terms and Conditions (Exhibit A)

SECTION 000300 - BID FORM (continued):

I will construct this Project for the lump sum price as listed below:

ONE MILLION ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS (\$ 1,139,965.00).

Florida Construction Industries Licensing Board Certification:

E. Tony Williams Jr. CGC 060909
(Name of Holder) (Certificate No.)

FIRM: Anderson Columbia Co., Inc.
(Name of Firm)

BY: 
(Signature of Bidder)

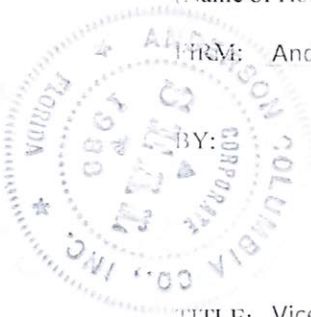
E. Tony Williams Jr.
(Name of Bidder)

TITLE: Vice President
(Title of Bidder)

DATE: NOVEMBER 6TH 2024

ATTACHMENTS: Bid Security
List of Subcontractors

END OF SECTION 000300



SECTION 000410 - BID SECURITY FORM

The "Bid Bond", The American Institute of Architects' (AIA) Form A310 - 2010, two (2) pages. is included herein and shall be used on this Project for the Bid Security Form.

END OF SECTION 000410



ANDERSON COLUMBIA CO., INC.

P.O. BOX 1829 • Lake City, FL 32056-1829

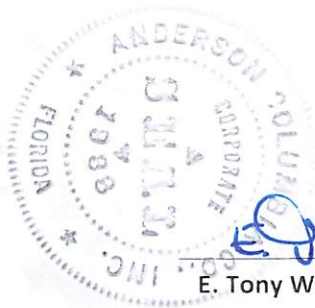
386.752.7585 • (386) 755-5430 FAX

PROPOSED SUBCONTRACTORS- NFC-BID-07-2024

1. Company Name EMERALD COAST STRIPING, LLC
Address 1901 N. EAST AVE, PANAMA CITY, FL. 32405
Contact Phone 850-215-4875
Portion of Work Provided PAINTED PAVEMENT MARKINGS

2. Company Name _____
Address _____
Contact Phone _____
Portion of Work Provided _____

3. Company Name _____
Address _____
Contact Phone _____
Portion of Work Provided _____




E. Tony Williams Jr., Vice President

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Kevin R. Wojtowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg, State of Florida, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Handwritten signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Handwritten signature of David Fields]

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Handwritten signature of John C. Skinner] Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this November 6, 2024.



[Handwritten signature of Ralph Tortorella] Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI/Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Secretary, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **November**, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Anderson Columbia Co., Inc.
P.O. Box 1829, Lake City, FL 32056

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America and
Berkshire Hathaway Specialty Insurance Company
One Tower Square/1314 Douglas St. Suite 1400
Hartford, CT 06183/Omaha, NE 68102

OWNER:

(Name, legal status and address)

NORTH FLORIDA COLLEGE
325 NW TURNER DAVIS DR.,
MADISON, FL 32340

BOND AMOUNT: \$ Five percent of the amount bid (5% of the amount bid)

PROJECT:

(Name, location or address, and Project number, if any)

NFC-BID-07-2024
NFC DRIVING RANGE REPLACEMENT; MADISON, FLORIDA.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

Signed and sealed this 6th day of November, 2024

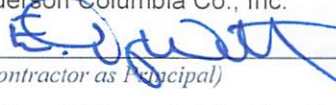


(Witness) Amanda Adams, Contract Administrator



(Witness) Amy Scott, Witness

Anderson Columbia Co., Inc.



(Contractor as Principal)

(Seal)

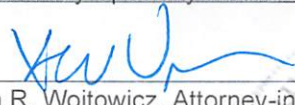
E. Tony Williams Jr., Vice President

(Title)

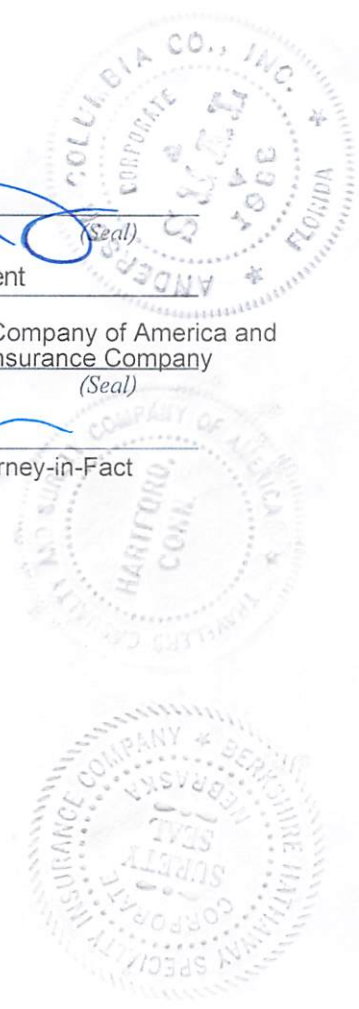
Travelers Casualty and Surety Company of America and
Berkshire Hathaway Specialty Insurance Company

(Surety)

(Seal)



(Title) Kevin R. Wojtowicz, Attorney-in-Fact



Init.