

SECTION V

CONTRACT DOCUMENTS

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PUBLIC CONSTRUCTION BOND

(1)

This bond is given to comply with § 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 subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, “**Before commencing the work** or before recommencing the work after a default or abandonment, **the contractor shall provide to the public entity a certified copy of the recorded bond**. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph.”

CONTRACTOR

DAVID NELSON CONSTRUCTION CO.
3483 ALTERNATE 19
PALM HARBOR, FL 34683
(727) 784-7624

SURETY

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND
1400 AMERICAN LANE
SCHAUMBURG, IL 60196
1-800-382-2150

OWNER

CITY OF CLEARWATER
ENGINEERING
100 S. MYRTLE AVE.
CLEARWATER, FL 33756
(727) 562-4560

PROJECT NAME: Greenlea-Otten Neighborhood Traffic Calming, Roadway & Stormwater Improvements

PROJECT NO.: 10-0003-EN

PROJECT DESCRIPTION: Greenlea-Otten neighborhood traffic calming and Otten Street roadway and stormwater improvements consisting of roundabouts, landscape medians and speed tables; new roadway drainage system and stormwater facility; and, utility adjustments (water & sewer), landscaping, irrigation, signing and pavement markings and decorative paving elements.

BY THIS BOND, We, _____, as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of **\$3,071,486.83** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated _____, between Contractor and Owner for construction of Greenlea-Otten Neighborhood Traffic Calming, Roadway & Stormwater Improvements, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and

Bond No.: _____

PUBLIC CONSTRUCTION BOND
(2)

- 4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
- 5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- 6. 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.
- 7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

DAVID NELSON CONSTRUCTION CO.

By: _____

Title: _____

Print Name: _____

WITNESS:

Corporate Secretary or Witness
Print Name: _____
(affix corporate seal)

WITNESS:

Print Name: _____

(Corporate Surety)

By: _____

ATTORNEY-IN-FACT

Print Name: _____
(affix corporate seal)
(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____ County of _____ and State of Florida, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

PROJECT NAME: GREENLEA-OTTEN NEIGHBORHOOD TRAFFIC CALMING, ROADWAY & STORMWATER IMPROVEMENTS

PROJECT NO.: 10-0003-EN

in the amount of \$ 3,071,486.83

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

CONTRACT

(2)

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2014), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Clearwater in a format that is compatible with the information technology systems of the City of Clearwater.

CONTRACT

(4)

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

CITY OF CLEARWATER

IN PINELLAS COUNTY, FLORIDA

By: _____
William B. Horne, II
City Manager

(SEAL)

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
George N. Cretekos,
Mayor

Approved as to form:

Matthew M. Smith
Assistant City Attorney

Contractor must indicate whether
____ Corporation
____ Partnership
____ Company
or
____ Individual

(Contractor)

By: _____ (SEAL)
Print Name: _____
Title: _____

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater

PROJECT NAME: GREENLEA-OTTEN NEIGHBORHOOD
TRAFFIC CALMING, ROADWAY & STORMWATER
IMPROVEMENTS

ENGINEERING
100 S. Myrtle Ave.
Clearwater, FL 33756

PROJECT NO.: 10-0003-EN
CONTRACT DATE: [REDACTED]
BOND NO. : [REDACTED], recorded in O.R. Book [REDACTED], Page
[REDACTED], of the Public Records of Pinellas County, Florida.

CONTRACTOR: DAVID NELSON CONSTRUCTION CO.

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 AMERICAN LANE
SCHAUMBURG, IL 60196

,SURETY,

on bond of

DAVID NELSON CONSTRUCTION CO.
3483 ALTERNATE 19
PALM HARBOR, FL 34683

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater
ENGINEERING
100 S. Myrtle Ave.
Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this ___ day of _____, _____

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

PROPOSAL/BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, David Nelson Construction Co.
_____ as Contractor, and Fidelity and Deposit Company of Maryland
_____ as Surety, whose address is _____
1400 American Lane, Schaumburg, IL 60196, are held and firmly bound unto the
City of Clearwater, Florida, in the sum of Ten Percent of Amount Bid Dollars
(\$ 10%) (being a minimum of 10% of Contractor's total bid amount) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of David Nelson Construction Co.
_____ as Contractor, and Fidelity and Deposit Company of Maryland _____ as Surety,
for work specified as: Greenlea-Otten Neighborhood Traffic Calming & Otten Street Roadway & Stormwater
Improvements, Project No. 10-0003-EN

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and
specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the
above named bidder, and the said bidder shall within ten days after notice of said award enter into a
contract, in writing, and furnish the required Public Construction Bond with surety or sureties to be
approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and
virtue by law and the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or
liquidated damages.

Signed this 17th day of February, 2016.

(Principal must indicate whether corporation,
partnership, company or individual)

Corporation _____

David Nelson Construction Co.

Principal

By: [Signature]
Title President

Fidelity and Deposit Company of Maryland _____

[Signature]
Surety John R. Neu, Attorney-in-Fact & FL Licensed Agent

(The person signing shall, in his own
handwriting, sign the Principal's name, his own
name, and his title; where the person is signing
for a Corporation, he must, by Affidavit, show
his authority to bind the Corporation).

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA)

COUNTY OF Pinellas)

Linda A Shute being duly sworn, deposes and says that he/she is
Asst Corp Secretary of David Nelson Construction Co.
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having
its principal office at:

3483 Art 19 (Street & Number) Palm Harbor (City) Pinellas (County) FL (State)

Affiant further says that he is familiar with the records, minute books and by-laws of
David Nelson Construction Co.
(Name of Corporation)

Affiant further says that Jeffrey D Nelson is President
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for Greenlea-Otten Neighborhood
or said corporation by virtue of a provision of by laws
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

Linda A Shute Asst Corp Sec
Affiant

Sworn to before me this 18th day of February, 2016.

Debbie Case
Notary Public

Debbie Case
Type/print/stamp name of Notary



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin WOJTOWICZ, John R. NEU and Daniel F. OAKS, all of St. Petersburg, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of October, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 29th day of October, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

**GREENLEA-OTTEN NEIGHBORHOOD TRAFFIC CALMING AND OTTEN STREET
ROADWAY & STORMWATER IMPROVEMENTS**

PROJECT #: 10-0003-EN

and doing such other work incidental thereto, all in accordance with the contract documents, marked

**GREENLEA-OTTEN NEIGHBORHOOD TRAFFIC CALMING AND OTTEN STREET
ROADWAY & STORMWATER IMPROVEMENTS**

PROJECT #: 10-0003-EN

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: DAVID NELSON CONSTRUCTION CO. DAVID L. VEKASI, V.P.

By: [Signature], VP Title: V.P.

Business Address of Bidder: 3483 Alternate 19

City and State: Palm Harbor, FL Zip Code 34683

Dated at 3483 Alt. 19, Palm Harbor, FL, this 1st day of March, A.D., 2016.

CITY OF CLEARWATER
ADDENDUM SHEET

**PROJECT: GREENLEA-OTTEN NEIGHBORHOOD TRAFFIC CALMING AND OTTEN
STREET ROADWAY & STORMWATER IMPROVEMENTS**
PROJECT #: 10-0003-EN

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u>01</u>	Date: <u>2/16/16</u>
Addendum No. <u>02</u>	Date: <u>2/29/16</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

David Nelson Construction Co.
(Name of Bidder)


(Signature of Officer)

David L. Vekasi, Vice President
(Title of Officer)

March 1, 2016
(Date)

BIDDER'S PROPOSAL

PROJECT: GREENLEA-OTTEN NEIGHBORHOOD TRAFFIC CALMING AND OTTEN STREET ROADWAY & STORMWATER IMPROVEMENTS PROJECT #: 10-0003-EN

CONTRACTOR: DAVID NELSON CONSTRUCTION

BIDDER'S GRAND TOTAL: \$ 3,071,486.83 (Numbers)

BIDDER'S GRAND TOTAL: THREE MILLION, SEVENTY ONE THOUSAND, FOUR HUNDRED EIGHTY SIX DOLLARS AND EIGHTY THREE CENTS (Words)

Bid Item No.	Item	Unit	Quantity	Unit Price	Total
ROADWAY					
1	MOBILIZATION/DEMObILIZATION	LS	1	\$85,000.00	\$85,000.00
2	TRAFFIC CONTROL	LS	1	\$61,450.00	\$61,450.00
3	CLEARING & GRUBBING, EROSION CONTROL AND CONTRATOR	LS	1	\$70,000.00	\$70,000.00
4	Tree Barricade	EA	4	\$190.00	\$760.00
5	Root Pruning	LF	759	\$9.00	\$6,831.00
6	Asphalt driveway removal	SY	197	\$2.00	\$394.00
7	Concrete driveway removal	SF	18,794	\$1.10	\$20,673.40
8	Concrete curb & gutter removal	LF	190	\$3.35	\$636.50
9	Concrete gutter removal	LF	6,200	\$3.85	\$23,870.00
10	Concrete sidewalk removal	SF	14,898	\$0.90	\$13,408.20
11	Pavement removal	SY	11,155	\$3.50	\$39,042.50
12	Relocate cleanout	EA	2	\$950.00	\$1,900.00
13	Relocate water meter	EA	9	\$450.00	\$4,050.00
14	Fire hydrant removal	EA	1	\$950.00	\$950.00
15	Tree removal	EA	10	\$360.00	\$3,600.00
16	Mill asphalt pavement, 1-inch	SY	426	\$20.00	\$8,520.00
17	Mill asphalt pavement, 1.5-inch	SY	6,203	\$4.00	\$24,812.00
18	Speed Hump, removal	EA	15	\$670.00	\$10,050.00
19	Sign removal	EA	27	\$50.00	\$1,350.00
20	Excavation, roadway	LS	1	\$55,000.00	\$55,000.00
21	Fill, roadway	LS	1	\$1,500.00	\$1,500.00
22	Topsoil fill, median	CY	488	\$29.00	\$14,152.00
23	12" Type B stabilization	SY	15,523	\$14.50	\$225,083.50
24	8" crushed concrete base	SY	11,751	\$22.50	\$264,397.50
25	6" concrete pavement	SF	838	\$5.50	\$4,609.00
26	1.5"-2" asphalt pavement (Type SP)	TON	1,800	\$129.00	\$232,200.00
27	Asphalt Speed Table	EA	25	\$4,000.00	\$100,000.00
28	Asphalt Texture Print	SF	17,333	\$7.50	\$129,997.50

29	Concrete Brick Pavers	SF	838	\$13.00	\$10,894.00
30	Concrete driveway	SF	22,554	\$8.00	\$180,432.00
31	Concrete sidewalk, 4"	SF	16,144	\$4.00	\$64,576.00
32	Concrete sidewalk ramp, 6"	SF	2,121	\$5.00	\$10,605.00
33	Detectable Warning Domes	EA	27	\$350.00	\$9,450.00
34	Curb & gutter, Type 1	LF	9,199	\$19.00	\$174,781.00
35	Straight curb	LF	572	\$16.00	\$9,152.00
36	Concrete valley gutter	LF	185	\$33.00	\$6,105.00
37	FDOT curb & gutter, type RA	LF	525	\$19.00	\$9,975.00
38	FDOT valley gutter	LF	222	\$33.00	\$7,326.00
39	Underdrain, 6-inch (Contingency)	LF	50	\$20.00	\$1,000.00
40	Underdrain, 8-inch (Contingency)	LF	50	\$21.00	\$1,050.00
41	8" PVC	LF	23	\$50.00	\$1,150.00
42	12" DIP (STM)	LF	98	\$78.00	\$7,644.00
43	CLW Type A Wing (4') Inlet	EA	1	\$3,900.00	\$3,900.00
44	CLW Type A Wing (6') Inlet	EA	1	\$3,950.00	\$3,950.00
45	CLW Type A Double Wing (4') Inlet	EA	1	\$3,950.00	\$3,950.00
46	6" Ductile Iron Pipe (UD)	LF	240	\$55.00	\$13,200.00
47	16" Ductile Iron Pipe (WM)	LF	60	\$225.00	\$13,500.00
48	16" Pipe Restraint (Megalug)	EA	9	\$550.00	\$4,950.00
49	16" Double Line Stop Assembly w/(2) 12"- 150# Bv-Pass Assembly Adapters	EA	1	\$30,000.00	\$30,000.00
50	8" Ductile Iron Pipe (Protecto 401)	LF	120	\$145.00	\$17,400.00
51	Fire Hydrant Assembly	EA	1	\$3,250.00	\$3,250.00
52	Adjust Manhole	EA	6	\$400.00	\$2,400.00
53	Adjust water valve box	EA	3	\$400.00	\$1,200.00
54	Adjust water meter	EA	2	\$500.00	\$1,000.00
55	Pavement markings, 6"	LF	14,412	\$1.20	\$17,294.40
56	Pavement markings 10' - 30' skip, 6"	LF	170	\$1.50	\$255.00
57	Pavement markings, 12"	LF	593	\$2.50	\$1,482.50
58	Pavement markings, 18"-18" skip, 12"	LF	451	\$3.00	\$1,353.00
59	Pavement markings, 18"	LF	391	\$3.00	\$1,173.00
60	Pavement marking, 24"	LF	25	\$5.50	\$137.50
61	Pavement marking removal, 6"	LF	120	\$1.00	\$120.00
62	Directional arrows, thermoplastic	EA	1	\$160.00	\$160.00
63	Thermoplastic overlay pattern" YBR"	SF	2,077	\$22.00	\$45,694.00
64	Reflective Paint	SF	464	\$2.00	\$928.00
65	Opti-curb reflectors	EA	221	\$75.00	\$16,575.00
66	Remove existing pavement markings	EA	1	\$400.00	\$400.00
67	Retro-reflective pavement marker	EA	600	\$4.50	\$2,700.00
68	Delineator	EA	40	\$160.00	\$6,400.00
69	Sign Assembly	AS	209	\$220.00	\$45,980.00
70	Sign Relocation	EA	12	\$80.00	\$960.00
71	Loop Assembly Type F	AS	1	\$3,000.00	\$3,000.00

72	Sod	SF	44,331	\$0.75	\$33,248.25
73	Arachis Glabrata "Perennial Peanut"	SF	892	\$5.00	\$4,460.00
74	Trachelospermum Asiaticum "Minima Jasmine"	SF	510	\$5.00	\$2,550.00
75	"Flax Lily"	EA	38	\$5.00	\$190.00
76	"Coontie"	EA	169	\$10.00	\$1,690.00
77	Raphiolepis Indica 'Alba' "Indian Hawthorne. White"	EA	108	\$10.00	\$1,080.00
78	Quercus Virginiana 'Boardwalk' "Boardwalk Live Oak"	EA	3	\$1,400.00	\$4,200.00
79	Sabal Palmetto "Cabbage Palm"	EA	35	\$250.00	\$8,750.00
80	Mulch (Cocoa)	CY	57	\$65.00	\$3,705.00
81	Low voltage lighting (uplighting for	EA	7	\$1,200.00	\$8,400.00
82	Meter & drop for lighting	EA	7	\$2,700.00	\$18,900.00
83	Electrical sleeves (SCH 80 - 1 inch)	LF	288	\$4.00	\$1,152.00
84	Irrigation sleeves (SCH 40 - 2 inch)	LF	1,231	\$3.00	\$3,693.00
85	Water Meter Assembly - Reclaimed	EA	7	\$300.00	\$2,100.00
86	Water Meter/Backflow Preventor Assembly - Potable	EA	17	\$500.00	\$8,500.00
87	Irrigation System	LS	1	\$60,000.00	\$60,000.00
88	UTILITY ALLOWANCE	LS	1	\$50,000.00	\$50,000.00
	SUB-TOTAL (LINES 1-88)				\$2,354,307.75
89	10% CONTINGENCY				\$235,430.78
	TOTAL ROADWAY CONSTRUCTION				\$2,589,738.53
STORMWATER					
90	MOBILIZATION/DEMOBILIZATION	LS	1	\$25,000.00	\$25,000.00
91	TRAFFIC CONTROL	LS	1	\$6,000.00	\$6,000.00
92	CLEARING & GRUBBING, EROSION CONTROL AND CONTRATOR	LS	1	\$17,000.00	\$17,000.00
93	Tree Barricade	EA	10	\$190.00	\$1,900.00
94	Root Pruning	LF	500	\$9.00	\$4,500.00
95	Concrete gutter removal	LF	280	\$4.00	\$1,120.00
96	Concrete sidewalk removal	SF	236	\$6.00	\$1,416.00
97	Drainage pipe removal	LF	42	\$11.00	\$462.00
98	Pavement removal	SY	520	\$3.25	\$1,690.00
99	Tree removal	EA	98	\$360.00	\$35,280.00
100	Excavation, pond	CY	2,540	\$11.00	\$27,940.00
101	Embankment Fill	CY	498	\$2.25	\$1,120.50
102	12" Type B stabilization	SY	599	\$12.50	\$7,487.50
103	8" crushed concrete base	SY	526	\$22.00	\$11,572.00
104	1.5"-2" asphalt pavement (Type SP)	TON	58	\$129.00	\$7,482.00
105	Concrete sidewalk, 4"	SF	236	\$5.00	\$1,180.00
106	Concrete valley gutter	LF	280	\$34.00	\$9,520.00

107	Underdrain, 6-inch (Contingency)	LF	250	\$20.00	\$5,000.00
108	Underdrain, 8-inch (Contingency)	LF	250	\$22.00	\$5,500.00
109	15" RCP	LF	121	\$51.00	\$6,171.00
110	18" RCP	LF	639	\$52.00	\$33,228.00
111	24" RCP	LF	558	\$70.00	\$39,060.00
112	24" RCP MES (CD)	EA	1	\$1,400.00	\$1,400.00
113	FDOT Manhole J-7 (3.5 'x 6')	EA	1	\$3,750.00	\$3,750.00
114	FDOT Manhole P-8	EA	2	\$3,350.00	\$6,700.00
115	FDOT Manhole Type J-8 (5' DIA)	EA	1	\$3,650.00	\$3,650.00
116	FDOT DBI Type D	EA	1	\$2,350.00	\$2,350.00
117	FDOT DBI Type D w/Skimmer	EA	1	\$3,250.00	\$3,250.00
118	CLW Type A Wing (4') Inlet	EA	4	\$3,950.00	\$15,800.00
119	CLW Type A Wing (6') Inlet	EA	2	\$4,000.00	\$8,000.00
120	CLW Type A Double Wing (4') Inlet	EA	1	\$3,950.00	\$3,950.00
121	CLW Type A Wing (4') Inlet (4' x 4')	EA	2	\$4,200.00	\$8,400.00
122	CLW Type A Double Wing (4') Inlet (4'	EA	1	\$4,300.00	\$4,300.00
123	Concrete Saddle	EA	1	\$1,250.00	\$1,250.00
124	6" Ductile Iron Pipe (WM)	LF	32	\$140.00	\$4,480.00
125	6" PVC (WM)	LF	70	\$105.00	\$7,350.00
126	6" Water Valve (Contingency)	EA	4	\$1,800.00	\$7,200.00
127	6" Pipe Restraint (Megalug)	EA	34	\$195.00	\$6,630.00
128	6" Line Stop Assembly	EA	5	\$4,450.00	\$22,250.00
129	6" Line Stop By-Pass Assembly	EA	1	\$2,200.00	\$2,200.00
130	8" Ductile Iron Pipe (Protecto 401)	LF	20	\$150.00	\$3,000.00
131	Modify Manhole	EA	1	\$1,200.00	\$1,200.00
132	Sod	SF	42,428	\$0.50	\$21,214.00
133	UTILITY ALLOWANCE	LS	1	\$50,000.00	\$50,000.00
	SUB-TOTAL (LINES 90-133)				\$437,953.00
134	10% CONTINGENCY				\$43,795.30
	TOTAL STORMWATER CONSTRUCTION COST				\$481,748.30
	SUB-TOTAL				\$2,792,260.75
	TOTAL CONTINGENCY				\$279,226.08
	BIDDER'S GRAND TOTAL				\$3,071,486.83

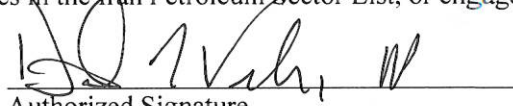
THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TAULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.



Authorized Signature

David L. Vekase

Printed Name

Vice President

Title

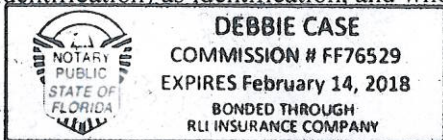
David Nelson Construction Co.

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on this 1st day of March, 2016, by David L. Vekasi (name of person whose signature is being notarized) as the Vice President (title) of David Nelson Construction Co. (name of corporation/entity), personally known to me as described herein XX, or produced a n/a (type of identification) as identification, and who did/did not take an oath.





Notary Public

Debbie Case, Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE