

# SECTION V

## CONTRACT DOCUMENTS

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Bond No.: \_\_\_\_\_

**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.”

<b><u>CONTRACTOR</u></b>	<b><u>SURETY</u></b>	<b><u>OWNER</u></b>
Central Florida Contractors		City of Clearwater
[name]	[name]	Public Works
13345 Pine Bark Ct		Engineering
Largo, FL 33774		100 S. Myrtle Avenue
[principal business address]	[principal business address]	Clearwater, FL 33756
737-647-0751		(727) 562-4750
[phone number]	[phone number]	

**PROJECT NAME:** 2025 Sidewalks**PROJECT NO.:** 25-0001-EN

**PROJECT DESCRIPTION:** The work proposed in this contract involves the concrete construction of existing & new sidewalks, ADA curb ramps, driveway aprons and curb improvements within the City of Clearwater as listed herein and shown on the engineering maps prepared by the City of Clearwater Engineering Department, (see Section IV-A).

A summary of proposed improvements are as follows:

1. Construction of approximately 55,200 S.F. of 6” thick concrete sidewalk.
2. Construction of approximately 2,000 S.F. of 4” thick concrete sidewalk.
3. Construction of approximately 160 ADA curb ramps.
4. Construction of approximately 700 S.F. of driveway aprons.
5. Construction of 3,300 L.F. of several types of curb and 1,000 SY stabilized subgrade at various locations.

The intent of this bid is to obtain competitive prices to establish an annual [maintenance] contract for on-call [as-needed] services. All quantities are estimates only and the City is not obligated to purchase any

minimum or maximum amount during the life of the contract. All of the work is to be administered per Section III, Article 11.3, Unit Price Work, of the Contract Documents.

The City reserves the right to increase funds during the contract term if work exceeds original estimates, subject to required authorizations. Beyond the initial one-year term, the City reserves the right to renew the contract for up to three (3) years.

The Contractor shall provide copies of a current Contractor License/Registration with the state of Florida and Pinellas County in the bid response.

The Contractor shall provide 1 portable project signs as described in SECTION III, ARTICLE 23 of the Contract Documents. The final number of project signs will be determined at the beginning of the project based on the Contractor's schedule of work submitted for approval. Additional project signs may be required at no additional cost to the Owner due to the Contractor's schedule of work.

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 \$1,095,072.28 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 **2025 Sidewalks** 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



Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(2)

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
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).*

**[TYPE LEGAL NAME OF CONTRACTOR]**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

**WITNESS:**

**WITNESS:**

\_\_\_\_\_  
 Corporate Secretary or Witness  
 Print Name: \_\_\_\_\_

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

*(affix corporate seal)*

\_\_\_\_\_  
*(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".

[Or, if out of state:]

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 \_\_\_\_\_, a/an \_\_\_\_\_ (State) Corporation authorized to do business in the State of Florida, of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_, 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:** 2025 Sidewalks

**PROJECT NO.:** 25-0001-EN

**in the amount of \$ 1.095.072.28**

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.

**CONTRACT**

(2)

**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).**

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)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, City Clerk, AT [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 727-562-4092, 600 Cleveland St. Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and



# CONTRACT

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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: \_\_\_\_\_ (SEAL)  
Jennifer Poirrier  
City Manager

Attest:

Countersigned: \_\_\_\_\_  
Rosemarie Call  
City Clerk

By: \_\_\_\_\_ Approved as to form:  
Bruce Rector  
Mayor

\_\_\_\_\_  
Jerrod Simpson  
Senior 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: 2025 Sidewalks  
Public Works      PROJECT NO.: 25-0001-EN  
Engineering  
100 S. Myrtle Ave.      CONTRACT DATE: [ ]  
Clearwater, FL 33756      BOND NO.: [ ], recorded in O.R. Book [ ],  
Page [ ], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [ ]

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:

*[insert name of Surety]*

*[address]*

*[address]*

,SURETY,

on bond of

*[insert name of Contractor]*

*[address]*

*[address]*

,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

Public Works 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):

## SECTION V - Contract Documents

**PROPOSAL/BID BOND**

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

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, Central Florida Contractors, Inc.  
 \_\_\_\_\_ as Contractor, and The Ohio Casualty Insurance Company  
 \_\_\_\_\_ as Surety, whose address is 9721 Executive Center Drive, Suite 105,  
St. Petersburg, FL 33702 \_\_\_\_\_, are held and firmly bound unto the City  
 of Clearwater, Florida, in the sum of Ten Percent of Total Amount Bid in U.S. \_\_\_\_\_ 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 Central Florida Contractors, Inc.  
 \_\_\_\_\_ as Contractor, and The Ohio Casualty Insurance Company as Surety, for  
 work specified as: 2025 Sidewalks (Bid #25-0001-EN) Sidewalk Construction - City Wide

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.

Principal must indicate whether:

X Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

Signed this 16th day of April, 20 25.Central Florida Contractors, Inc.

Contractor

By: \_\_\_\_\_

Title: PresidentThe Ohio Casualty Insurance Company

Surety

By: \_\_\_\_\_

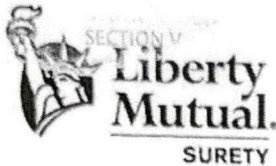
David B. Shick, Attorney-In-Fact &amp;

Title: Licensed FL Resident Agent #A241176

Seal No. 7503

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.





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

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No. 8205203-969456

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper person.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16 day of April, 2025.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



Seal No. 7503



**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF PINELLAS )

GEORGE GOMES, being duly sworn, deposes and says that he/she is  
Secretary of CENTRAL FLORIDA CONTRACTORS, INC  
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its  
principal office at:

13345 PINE BARK CT                      LARGO                      PINELLAS                      FL  
(Street & Number)                      (City)                      (County)                      (State)

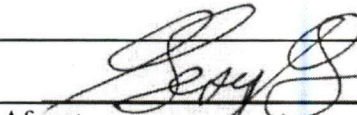
Affiant further says that he is familiar with the records, minute books and by-laws of  
CENTRAL FLORIDA CONTRACTORS, INC

(Name of Corporation)

Affiant further says that GEORGE GOMES is PRESIDENT  
(Officer's Name)                      (Title)

of the corporation, is duly authorized to sign the Proposal for CENTRAL FLORIDA CONTRACTORS INC  
or said corporation by virtue of

(state whether a provision of by laws or a Resolution of  
Board of Directors. If by Resolution give date of adoption).

 GEORGE GOMES, PRESIDENT  
Affiant

Sworn to before me this 16TH day of APRIL, 2025.



**JENNIFER L. ARMSTRONG**  
Commission # HH 265151  
Expires May 15, 2026

Notary Public

JENNIFER L ARMSTRONG  
Type/print/stamp name of Notary

\_\_\_\_\_  
Title or rank, and Serial No., if any

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

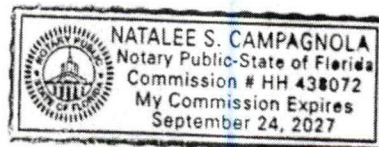
COUNTY OF Pinellas )

George Zouari being, first duly sworn, deposes and says that he is  
President of Central PL Contractors,  
 the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that  
 said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder  
 on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly,  
 with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and  
 has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or  
 conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit  
 or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of  
 Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements  
 contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly  
 submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association  
 or to any member or agent thereof.

[Signature]  
 Affiant

Sworn to and subscribed before me this 25 day of March, 2025.  
 with any bidders  
 has

[Signature]  
 Notary Public



with any bidders  
 has



**PROPOSAL**

(1)

**TO THE CITY OF CLEARWATER, FLORIDA, for**

**2025 Sidewalks 25-0001-EN**

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

**2025 Sidewalks 25-0001-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:

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

**PROPOSAL**

(2)

Attached hereto is a bond or certified check on \_\_\_\_\_  
 \_\_\_\_\_ Bank, for the sum of ONE HUNDRED AND NINETY  
FIVE THOUSAND, SEVENTYH TWO DOLLARS AND TWENTY CENTS (\$ 1095072.2 )  
 (being a minimum of 10% of Contractor's total bid amount).


The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If a firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

GEORGE GOMES

ADDRESSES:

13345 PINE BARK CT  
LARGO, FL 33774
Signature of Bidder: 

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: GEORGE GOMESBy: Title: PRESIDENTCompany Legal Name: CENTRAL FLORIDA CONTRACTORS, INC

Doing Business As (if different than above): \_\_\_\_\_

Business Address of Bidder: 13345 PINE BARK CTCity and State: LARGO FL Zip Code 33774Phone: 7376470751 Email Address: SIDEWALKS@AOL.COMDated at 5 pm, this 15th day of APRIL, A.D., 20 25

**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

PROJECT: 2025 Sidewalks 25-0001-EN

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

SECTION V

Addendum No. 1 Date: 3/21/25Addendum No. 2 Date: 4/4/25

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: \_\_\_\_\_

Central Florida Contractors Inc.  
(Name of Bidder)

[Signature]  
(Signature of Officer)

President  
(Title of Officer)

4/8/25  
(Date)



**BIDDER'S PROPOSAL****PROJECT: 2025 Sidewalks 25-0001-EN****CONTRACTOR:** \_\_\_\_\_**BIDDER'S GRAND TOTAL: \$** \_\_\_\_\_ **(Numbers)****BIDDER'S GRAND TOTAL:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_  
**(Words)**

	BID ITEMS	UNIT	QTY	UNIT PRICE	TOTAL
	<b>New Sidewalk</b>				
<b>1.0</b>	<b>Mobilization and Site Preparation</b>				
1.1	Maintenance of Traffic	LS	1		\$ -
1.2	Mobilization (5%)	LS	1		\$ -
1.3	Demolition (5%)	LS	1		\$ -
1.4	Erosion and Sediment Control	LS	1		\$ -
1.5	Root Pruning	LF	558		\$ -
1.6	Sprinklers (Yard Frontage) (Section IVa)	LF	500		\$ -
1.7	Sod - St. Augustine (if needed)	SF	1200		\$ -
1.8	Sod - Bahia (if needed)	SF	1200		\$ -
1.9	Project Sign (portable)	LS	1		\$ -
1.10	Tree Removal (4" -12" DIA)	EA	4		\$ -
1.11	Tree Removal (13" -24" DIA)	EA	1		\$ -
1.12	Tree Removal (25" - 36" DIA)	EA	1		\$ -
1.13	Tree Removal (GREATER THAN 36" DIA)	EA	1		\$ -
1.14	Tree Removal (PALM)	EA	4		\$ -
<b>2.0</b>	<b>New Sidewalk</b>				
2.1	4" Thick Concrete Sidewalk (3000 psi w/ fiber mesh)	SF	1500		\$ -
2.2	6" Thick Concrete Sidewalk (3000psi w/fiber mesh)	SF	20000		\$ -

2.3	6" thick concrete driveway apron (3000 psi w/fiber mesh reinforcing & wwF)	SF	735		\$ -
2.4	Install Detectable Warning Mats on existing sidewalk ramps	EA	38		\$ -
2.5	ADA mat only (detectable warning surface installed on existing conc.)	EA	200		\$ -
2.6	ADA ramps with mat FDOT 304, CR-E, CR-F, CR-L & City Index 109	EA	80		\$ -
2.7	ADA ramps with modified valley gutter	EA	46		\$ -
2.8	Remove & Construct transition curb as required (ADA ramps)	LF	142		\$ -
2.9	City Valley Gutter Curb	LF	115		\$ -
<b>3.0</b>	<b>Paving</b>				
3.1	1.5" FDOT Type S Asphalt	SY	1480		\$ -
3.2	4" Crushed Conc Base	SY	1480		\$ -
	<b>New Sidewalk Subtotal</b>				\$ -
3.3	New Sidewalk Contingency 10%	LS	1	\$ -	\$ -
	<b>New Sidewalk Total</b>				\$ -
	<b>Repair and Replace Sidewalk</b>				
<b>4.0</b>	<b>Repair and Replacement Sidewalk</b>				
4.1	4" Thick Concrete sidewalk (3000 psi w/ fiber mesh)	SF	1500		\$ -
4.2	4" Thick concrete sidewalk Construction with Tree Protection	SF	3000		\$ -
4.3	6" Thick Concrete Sidewalk (3000psi w/fiber mesh & wwF)	SF	16000		\$ -
4.4	6" Thick concrete sidewalk repair with tree protection	SF	10000		\$ -
4.5	ADA ramps with modified valley gutter	EA	6		\$ -
4.6	Remove & Construct transition curb as required (ADA ramps)	LF	15		\$ -
4.7	6" thick concrete driveway apron (3000 psi w/fiber mesh reinforcing & wwF)	SF	735		\$ -
<b>5.0</b>	<b>Curb</b>				
5.1	Modified Curb (R&R)	LF	1275		\$ -
5.2	Valley Curb (R&R)	LF	1275		\$ -
5.3	Type 1 curb (R&R)	LF	750		\$ -



5.4	12" Stabilized subgrade (LBR40)	SY	1000		\$ -
	<b>SUBTOTAL</b>				\$ -
	<b>TOTAL CONTINGENCY 10%</b>				\$ -
	<b>TOTAL CONTRACT</b>				\$ -
	<b>Bidders Grand Total</b>				\$ -

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 TABULATION 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.

THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>New Sidewalk</b>					
<b>Mobilization and Site Preparation</b>					
1.1	Maintenance of Traffic	1	LS	\$15,000.00	\$15,000.00
1.2	Mobilization (5%)	1	LS	\$10,000.00	\$10,000.00
1.3	Demolition (5%)	1	LS	\$10,000.00	\$10,000.00
1.4	Erosion and Sediment Control	1	LS	\$5,000.00	\$5,000.00
1.5	Root Pruning	558	LF	\$5.00	\$2,790.00
1.6	Sprinklers (Yard Frontage)(Section IVa)	500	LF	\$8.00	\$4,000.00
1.7	Sod- St. Augustine (if needed)	1200	SF	\$3.00	\$3,600.00
1.8	Sod- Bahia (if needed)	1200	SF	\$3.00	\$3,600.00
1.9	Project Sign (portable)	1	LS	\$1,000.00	\$1,000.00
1.1	Tree Removal (4"-12" DIA)	4	EA	\$750.00	\$3,000.00
1.11	Tree Removal (13"-24" DIA)	1	EA	\$1,000.00	\$1,000.00
1.12	Tree Removal (25"-36" DIA)	1	EA	\$1,500.00	\$1,500.00
1.13	Tree Removal (Greater than 36" DIA)	1	EA	\$5,000.00	\$5,000.00
1.14	Tree Removal (Palm)	4	EA	\$500.00	\$2,000.00
<b>New Sidewalk</b>					
2.1	4" Thick Concrete Sidewalk (3000psi w/ fiber mesh)	1500	SF	\$6.50	\$9,750.00
2.2	6" Thick Concrete Sidewalk (3000psi w/ fiber mesh)	20000	SF	\$8.75	\$175,000.00
2.3	6" Thick Concrete Driveway apron (3000 psi w/ fiber mesh reinforcing &	735	SF	\$8.75	\$6,431.25
2.4	Install Detectable Warning Mats on Existing Sidewalk Ramps	38	EA	\$250.00	\$9,500.00
2.5	ADA mat only (detectable warning surface installed on existing conc.)	200	EA	\$250.00	\$50,000.00
2.6	ADA ramps with mat FDOT 304, CR-E, CR-F, CR-L & City Index 109	80	EA	\$950.00	\$76,000.00
2.7	ADA ramps with modified valley gutter	46	EA	\$950.00	\$43,700.00
2.8	Remove & Construct transition curb as required (ADA ramps)	142	LF	\$37.00	\$5,254.00
2.9	City Valley Gutter Curb	115	LF	\$37.00	\$4,255.00
<b>Paving</b>					
3.1	1.5" FDOT Type S Asphalt	1480	SY	\$30.00	\$44,400.00
3.2	4"Crushed Concrete Base	1480	SY	\$25.00	\$37,000.00
<b>Replace Sidewalk</b>					
4.1	4" Thick Concrete sidewalk (3000 psi w/ fiber mesh)	1500	SF	\$8.00	\$12,000.00
4.2	4" Thick concrete sidewalk Construction with Tree Protection	3000	SF	\$8.00	\$24,000.00
4.3	6" Thick Concrete Sidewalk (3000psi w/fiber mesh & wwff)	16000	SF	\$10.00	\$160,000.00
4.4	6" Thick concrete sidewalk repair with tree protection	10000	SF	\$11.00	\$110,000.00
4.5	ADA ramps with modified valley gutter	6	EA	\$2,500.00	\$15,000.00
4.6	Remove & Construct transition curb as required (ADA ramps)	15	LF	\$37.00	\$555.00
4.7	wwff)	735	SF	\$11.00	\$8,085.00
<b>Curb</b>					
5.1	Modified Curb (R&R)	1275	LF	\$37.00	\$47,175.00
5.2	Valley Curb (R& R)	1275	LF	\$37.00	\$47,175.00
5.3	Type 1 curb (R&R)	750	LF	\$37.00	\$27,750.00
5.4	12" Stabilized subgrade (LBR40)	1000	SY	\$15.00	\$15,000.00
	Total				\$995,520.25
1	10% Contingency for Line Items 1-5 Above	1	LS	\$99,552.025	\$99,552.025
2	Contingency total and Total from Line Items 1-5 Above	1	LS	\$1,095,072.28	\$1,095,072.28
	Total				\$1,194,624.305