

# 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.”

**CONTRACTOR**

**SURETY**

**OWNER**

\_\_\_\_\_  
[Smith Landscape Services, Inc.]

\_\_\_\_\_  
[name]

City of Clearwater  
Parks & Recreation Dept.  
100 S. Myrtle Avenue  
Clearwater, FL 33756  
(727) 562-3856

\_\_\_\_\_  
[1293 Myers Rd. Brooksville, FL 34602]

\_\_\_\_\_  
[principal business address]

\_\_\_\_\_  
[phone number]

\_\_\_\_\_  
[phone number]

**PROJECT NAME: Landscape Improvements – Missouri Ave.,  
Project 1 From Bayview Dr. to Kingley St. - CONTRACT NO. AS063**

**PROJECT DESCRIPTION: Landscape Improvements – Missouri Ave., Project 1 From Bayview Dr. to Kingley St. - CONTRACT NO. AS063**

BY THIS BOND, We, Smith Landscape Services, Inc., as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$[152,454.50], 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 **Landscape Improvements Missouri Ave. Medians Project 1 from Bayview Dr. to Kingley St. Contract No. AS063** 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).*

**[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 SMITH LANDSCAPE SERVICES, INC., of the City of BREVARDVILLE County of HILZMANOC 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: Landscape Improvements – Missouri Ave.,  
Project 1 From Bayview Dr. to Kingley St. - CONTRACT NO. AS063**

**in the amount of \$\_\_152,454.50\_\_**

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)

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 CUTODIAN OF PUBLIC RECORDS AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 112 S. Osceola Ave., 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**
  - 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.**



**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

**Smith LandScape Services, Inc.**

\_\_\_\_\_  
(Contractor)

By: [Signature] (SEAL)  
Print Name: F.M. SMITH  
Title: PRESIDENT

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  
Park & Recreation Dept.  
100 S. Myrtle Ave.  
Clearwater, FL 33756

PROJECT NAME: Missouri Ave. Landscape Improvements  
PROJECT NO.: Contract No. AS063  
CONTRACT DATE: [\_\_\_\_\_]   
BOND NO. : [\_\_\_\_\_] , recorded in O.R. Book [\_\_\_\_\_] , Page  
[\_\_\_\_\_] , of the Public Records of Pinellas County, Florida.

CONTRACTOR: [Smith Landscape Services, Inc.]

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

[Smith Landscape Services Inc.]  
[1293 Myers Rd.]  
[Brooksville, FL 34602-0000]

,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  
[Parks and Recreation]  
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):



**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, deposes and says that he/she is Secretary of \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

\_\_\_\_\_  
(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of \_\_\_\_\_  
(Name of Corporation)

Affiant further says that \_\_\_\_\_ is \_\_\_\_\_  
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for \_\_\_\_\_ 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).

\_\_\_\_\_  
\_\_\_\_\_  
Affiant

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Type/print/stamp name of Notary  
\_\_\_\_\_  
Title or rank, and Serial No., if any

**NON COLLUSION AFFIDAVIT**

**STATE OF FLORIDA**            )

**COUNTY OF \_\_\_\_\_**)

\_\_\_\_\_ being, first duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_,

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.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**PROPOSAL**

(1)

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

**PROJECT NAME: Landscape Improvements – Missouri Ave.,  
Project 1 From Bayview Dr. to Kingley St. - CONTRACT NO. AS063**

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

**PROJECT NAME: Landscape Improvements – Missouri Ave.,  
Project 1 From Bayview Dr. to Kingley St. - CONTRACT NO. AS063**

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

(2)

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.

Attached hereto is a bond or certified check on American Southern Insurance Company Bank, for the sum of One hundred and fifty thousand dollars<sup>00/100</sup> (\$ 150,000.<sup>00</sup>) (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 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:	ADDRESSES:
<u>Frank K. Smith</u>	<u>1293 Myers Rd Brooksville FL 34602</u>
_____	_____
_____	_____

Signature of Bidder: 

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: FRANK K. SMITH

By:  Title: PRESIDENT

Company Legal Name: SMITH LANDSCAPE SERVICES INC

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

Business Address of Bidder: 1293 MYERS RD

City and State: BROOKSVILLE FL Zip Code 34602

Phone: 3527548477 Email Address: FSMITH@SMITHLANDSCAPESERVICES.COM

Dated at BROOKSVILLE, FL, this 22 day of NOVEMBER, A.D., 2016



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

**PROJECT: Landscape Improvements – Missouri Ave., Project 1**  
**From Bayview Dr. to Kingley St.**  
**Contract No. AS063**

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

Addendum No. 1 Date: 11-4-16  
Addendum No. 2 Date: 11-14-16  
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: \_\_\_\_\_

SMITH LANDSCAPE SERVICES INC

(Name of Bidder)



(Signature of Officer)

PRESIDENT

(Title of Officer)

11-22-16

(Date)

**PROJECT: Landscape Improvements – Missouri Ave., Project 1**  
**From Bayview Dr. to Kingley St.**  
**Contract No. AS063**

ITEM: BASE BID NO. DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
<b>A. Base Bid Irrigation</b>				
Labor, equipment, materials, insurance & bonds; for irrigation system for Project 1 of Medians 1, 2, 3, 4 & 5 for Missouri Ave.; see Irrigation Plans Sheets 10 – 15 Contractor shall be required to install irrigation system according to drawings; provide one (1) year warranty on labor & irrigation materials; maintain irrigation system during the 90 day grow in period & includes M. O. T for duration of project.				
A-1. Irrigation system for Median 1	L.S.	1	<u>6130</u>	\$ <u>6130</u>
A-2. Irrigation system for Median 2	L.S.	1	<u>4485</u>	\$ <u>4485</u>
A-3. Irrigation system for Median 3	L.S.	1	<u>8268.75</u>	\$ <u>8268.75</u>
A-4. Irrigation system for Median 4	L.S.	1	<u>8516.25</u>	\$ <u>8516.25</u>
A-5. Irrigation system for Median 5	L.S.	1	<u>3450.00</u>	\$ <u>3450.00</u>
<b>B. Base Bid Landscaping</b>				
Labor, equipment, materials, insurance & bonds for M. O. T. Demolition, & Landscape Plantings for Project 1 of Medians 1, 2, 3, 4 & 5 for Missouri Ave. see 2 through 9 Landscape Plans; the Landscape Contractor shall be Required to clear and grub existing vegetation & excavate existing grade below existing top of curb to depth of 12 inches, dispose all items clear & grubbing and excavated soils items off site; install new plant soil mix according to specifications and the planting plans, new mulch shall be a minimum of 3-inches thick after compaction, all landscape plantings planted according to the planting plans & plants shall be warranted for one (1) year from final acceptance; the contractor shall maintain the landscaping during the 90 day grow in period which includes also M. O. T for duration of project				
B-1. Demolition, Soil Mix & Landscape Planting for Median 1	L.S.	1	<u>18920</u>	\$ <u>18920</u>
B-2. Demolition, Soil Mix & Landscape Planting for Median 2	L.S.	1	<u>9530</u>	\$ <u>9530</u>
B-3. Demolition, Soil Mix & Landscape Planting for Median 3	L.S.	1	<u>33390</u>	\$ <u>33390</u>
B-4. Demolition, Soil Mix & Landscape Planting for Median 4	L.S.	1	<u>32620</u>	\$ <u>32620</u>
B-5. Demolition, Soil Mix & Landscape Planting for Median 5	L.S.	1	<u>5785</u>	\$ <u>5785</u>
<b>C. Alternate Item Directional Drilling</b>				
Labor, equipment, materials, insurance & bonds for irrigation directional drilling for Project 1 of Medians 1, 2, 3, 4 & 5 for Missouri Ave. including duct taping end after irrigation main has been installed.				
C-1. Directional drill 4 inch diameter sleeve beneath Missouri Ave. 50 L. F.	EA	5	<u>1500</u>	\$ <u>7500.00</u>

PROJECT: Landscape Improvements – Missouri Ave., Project 1  
 From Bayview Dr. to Kingley St.  
 Contract No. AS063

ITEM: BASE BID	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
NO. DESCRIPTION				

D. Subtotal of all line items above ( A 1-A5 & B1-B5 & Alternate Items C-1)

~~138,595.00~~  
 \$ ~~138,595.50~~ F.N.S.

E. 10% Contingency\*\* Line No. D

\*\* (Note contingency funds shall only utilized upon written approval by the Owner or the Owner's representative to utilize these fund for additional Scope of Work not indicated in item A. through C. of the Bill of Quantities. Contingency funds not utilized in the implementation of his contract shall be returned to the owner by final change order during close out of the contract.)

~~13,859.50~~  
 \$ ~~13,859.55~~ F.N.S.

F. Total of Line D (All Base Bid Items A, B & Alternate C) & E (10% Contingency)

~~152,454.50~~  
 \$ ~~152,455.05~~ F.N.S.

BIDDER'S TOTAL \$ ~~152,455.05~~ 152,454.50 F.N.S. Numbers)

BIDDER'S GRAND TOTAL One hundred fifty two thousand four hundred (Words)

Pifty five and 05/100 dollars. F.N.S.

NOTE:

1. \*Lump sum (LS) quantities are for information only. The Contactor to verify all LS quantities as required on the plans.

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED. 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 CITY OF CLEARWATER RESERVES THE RIGHT TO ACCEPT OR REJECT ALL BIDS. THE CONTRACTOR SHALL NOTE ALL BID ITEMS SHALL BE PRICES AND BLANKS LEFT ON ANY ITEM THE BE WILL BE CONSIDERED A NON RESPONSIVE BID AND WILL NOT BE CONSIDERED IN AWARDING THIS PROJECT.

A. For extra work: OH&P percentage for materials purchased on a time and material (T&M) basis. ADD \$ 10 %

B. For extra work: OH&P percentage for general contractor for subcontractor services on additional work. ADD \$ 10 %

C. For extra work: Labor rate for work performed on a time and material basis (includes all taxes and fringe benefits).  
 ADD \$ 30 /HR

I. CONSTRUCTION SCHEDULE (BASE BID)

1. The contractor agrees to commence work within 7 calendar days from execution of contract and notice to proceed.

2. The contractor further agrees to complete the work within 60 calendar days from execution of contract and notice to proceed per the referenced schedule in the Invitation to Bid.

CONTRACTOR: Smith Landscape Services, Inc.

**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.**

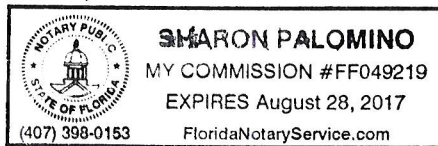
The affiant, by virtue of the signature below, certifies that:

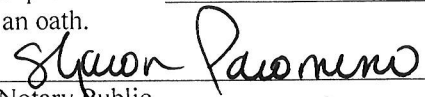
1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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  
 Frank K. Smith  
 \_\_\_\_\_  
 Printed Name  
 President  
 \_\_\_\_\_  
 Title  
 Smith Landscape Services Inc  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF FLORIDA  
 COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me on this 22 day of NOVEMBER, 2016, by Frank K. Smith (name of person whose signature is being notarized) as the President (title) of Smith Landscape Services Inc (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



  
 \_\_\_\_\_  
 Notary Public  
 Sharon Palomino  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: 8-28, 17

NOTARY SEAL ABOVE

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; or Kelley E.M. Nys of Decatur, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

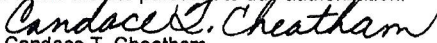
In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 3<sup>rd</sup> day of February, 2016.

Attest:   
Gail A. Lee, Secretary

American Southern Insurance Company  
By:   
Scott G. Thompson, President

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

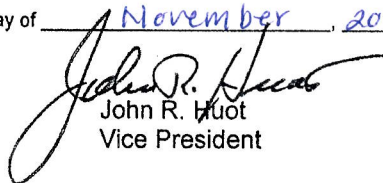
On this 3rd day of February, 2016, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
SS:   
COUNTY OF FULTON  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2017

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 22nd day of November, 2016.

Power No. 41504

  
John R. Huot  
Vice President

