

# 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.”

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
_____	_____	City of Clearwater
[PCL Construction, Inc.]	[name]	[Engineering Dept]
_____	_____	100 S. Myrtle Avenue
[3810 Northdale Blvd. Ste 160]	[principal business address]	Clearwater, FL 33756
[Tampa, FL 33624]	_____	(727) 562-[4750]
_____	[phone number]	
[813-425-1440]		

**PROJECT NAME:** [Marshall St. Influent Pump Station Repair]

**PROJECT NO.:** [16-0038-UT]

**PROJECT DESCRIPTION:** Provide and install temporary back up power systems necessary to keep plan and temporary influent pumping system in service. Demolition and dispose of all equipment. Remove grit and install electrical equipment and wiring, pumps, valves, piping and gates .]

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 \$[1,349,525.00], 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 [Marshall St. Influent Pump Station Repair], 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).*

**[PCL Construction, Inc.]**

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:** [Marshall St. Influent Pump Station Project]

**PROJECT NO.:** [ 16-0038-UT]

**in the amount of \$ 1,349,525.00**

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 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:

**CONTRACT**

(4)

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.**

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.**





**AFFIDAVIT**

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

STATE OF ~~FLORIDA~~ ARIZONA

COUNTY OF MARICOPA

SHAWN BRITTON, being duly sworn, deposes and says that he/she is Secretary of PCL CONSTRUCTION, INC. a corporation organized and existing under and by virtue of the laws of the State of ~~Florida~~ COLORADO, and having its principal office at:

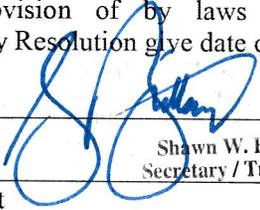
1711 W. GREENSTREE DR, STE # 2001 (Street & Number) TEMPE (City) MARICOPA (County) AZ (State)

Affiant further says that he is familiar with the records, minute books and by-laws of PCL CONSTRUCTION, INC. (Name of Corporation)

Affiant further says that TOM O'DONNELL is PRESIDENT (Officer's Name) (Title)

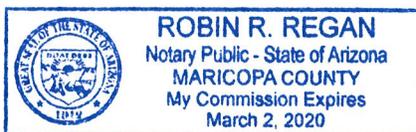
of the corporation, is duly authorized to sign the Proposal for PROJECT NO. 16-0038-LT

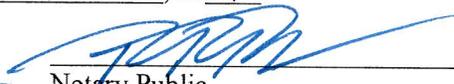
or said corporation by virtue of A RESOLUTION OF PCL'S BOARD OF DIRECTORS DATED 2/10/17 (state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

  
Shawn W. Britton  
Secretary / Treasurer

Affiant

Sworn to before me this 31<sup>st</sup> day of MARCH, 2017.



  
Notary Public  
Robin R Regan  
Type/print/stamp name of Notary

Title or rank, and Serial No., if any

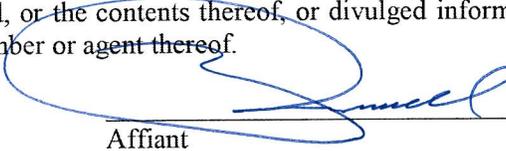
**NON COLLUSION AFFIDAVIT**

STATE OF ~~FLORIDA~~ ARIZONA )

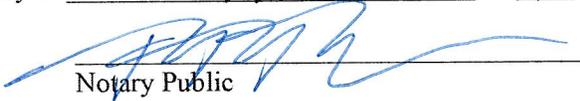
COUNTY OF MARICOPA )

TOM O'DONNELL being, first duly sworn, deposes and says that he is

PRESIDENT of PCL CONSTRUCTION, INC., 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 **Tom O'Donnell**  
President

Sworn to and subscribed before me this 31<sup>st</sup> day of MARCH, 2017.

  
Notary Public



**PROPOSAL**

(1)

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

**MARSHALL ST. INFLUENT PUMP STATION REPAIR (PROJECT #16-0038-UT)**

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

**MARSHALL ST. INLUENT PUMP STATION REPAIR (PROJECT # 16-0038-UT)**

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**

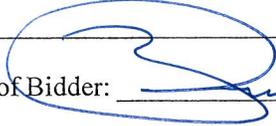
(2)

Attached hereto is a bond or certified check on \_\_\_\_\_  
\_\_\_\_\_ Bank, for the sum of TEN PERCENT (10%)  
OF TOTAL PROPOSAL AMOUNT (\$TEN PERCENT (10%))  
(being a minimum of 10% of Contractor's total bid amount).

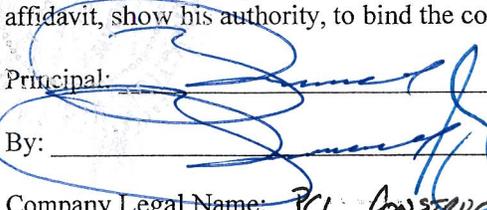
The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(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>TOM O'DONNELL</u>	<u>3408 W. ROCKY RIDGE CIRCLE, MESA, AZ 85207</u>
<u>SHAWN BRITTON</u>	<u>2700 W. LAREDO PLACE, CHANDLER, AZ 85224</u>

Signature of Bidder:  **Tom O'Donnell  
President**

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:  **Tom O'Donnell  
President**  
By:  Title: **Shawn W. Britton  
Secretary / Treasurer** **Tom O'Donnell  
President**  
Company Legal Name: PCL CONSTRUCTION, INC.

Doing Business As (if different than above): NA

Business Address of Bidder: 3810 NORTHDALE BLVD., SUITE 160

City and State: TAMPA, FL Zip Code 33624

Phone: 813-425-1440 Email Address: TODONWELL@PCL.COM

Dated at \_\_\_\_\_, this 5 day of April, A.D., 2017

STATE OF INCORPORATION: COLORADO

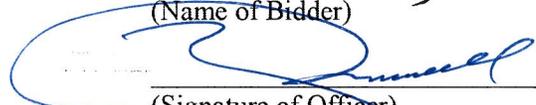
**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT: MARSHALL ST. INFLUENT PUMP STATION REPAIR (PROJECT # 16-0038-UT)**

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

Addendum No. <u>1</u>	Date: <u>3/28/17</u>
Addendum No. _____	Date: _____

PCB Construction, Inc.  
(Name of Bidder)

  
(Signature of Officer)

**Tom O'Donnell**  
**President**  
(Title of Officer)

4.5.17  
(Date)

**BIDDER'S PROPOSAL**

**PROJECT: MARSHALL STREET INFLUENT PUMP STATION REPAIRS**

**PROJECT # 16-0038-UT**

CONTRACTOR: PCL CONSTRUCTION, INC.

BIDDER'S GRAND TOTAL: \$ 1,349,525- (Numbers)

BIDDER'S GRAND TOTAL: One Million Three Hundred Forty Nine Thousand Five Hundred Twenty Five (Words)

MARSHALL STREET INFLUENT PUMP STATION EMERGENCY REPAIRS					
ITEM #	BRIEF DESCRIPTION OF ITEMS	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT
1	Mobilization/Demobilization	LS	1	\$	\$
2	COORDINATION, INSTALLATION, TESTING AND CONTRACTOR WARRANTY OF INFLUENT PUMPS	LS	1	\$	\$
3	COORDINATION, INSTALLATION, TESTING AND CONTRACTOR WARRANTY OF ELECTRICAL EQUIPMENT AND (3) THREE VARIABLE FREQUENCY DRIVES	LS	1	\$	\$
4	STRUCTURAL REPAIRS	LS	1	\$	\$
5	PUMP PANEL	LS	1	\$	\$
6	BAR SCREEN PANEL AND INSTRUMENTATION	LS	1	\$	\$
7	GATE REPLACEMENT AND INSTRUMENTATION	EA	3	\$	\$
8	FIBERGLASS DUCT AXIAL FAN	EA	3	\$	\$
9	PIPING, VALVES, AND APPURTENANCES	LS	1	\$	\$
10	PROGRAMMING AND SCADA ALLOWANCE	LS	1	\$50,000.00	\$50,000.00
<b>SUBTOTAL ITEMS 1 THRU 10</b>					\$50,000.00
11	CONTINGENCY - 15%	LS	1		\$0.00
<b>TOTAL ITEMS 1 THRU 11</b>					\$50,000.00
<b>Total Contract</b>					\$50,000.00

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.

**MARSHALL STREET INFLUENT PUMP STATION EMERGENCY REPAIRS**

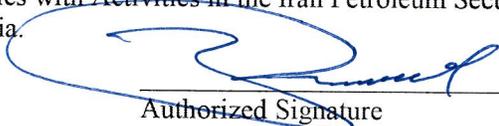
ITEM #	BRIEF DESCRIPTION OF ITEMS	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT
1	Mobilization/Demobilization	LS	1	150,000-	150,000-
2	COORDINATION, INSTALLATION, TESTING AND CONTRACTOR WARRANTY OF INFLUENT PUMPS	LS	1	175,000	175,000
3	COORDINATION, INSTALLATION, TESTING AND CONTRACTOR WARRANTY OF ELECTRICAL EQUIPMENT AND (3) THREE VARIABLE FREQUENCY DRIVES	LS	1	200,000-	200,000-
4	GRIT REMOVAL AND DISPOSAL	CY	150	320.00	48,000-
5	STRUCTURAL MODIFICATIONS	LS	1	40,000-	40,000-
6	PROTECTIVE COATING REPAIR	SF	200	35.00	7,000-
7	TYPE II CONCRETE REPAIRS	SF	100	75.00	7,500-
8	TYPE III CONCRETE REPAIRS	SF	50	100.00	5,000-
9	TYPE IV CONCRETE REPAIRS	SF	50	400.00	20,000-
10	PUMP PANEL	LS	1	35,000-	35,000-
11	BAR SCREEN PANEL AND INSTRUMENTATION	LS	1	125,000-	125,000-
12	GATE REPLACEMENT AND INSTRUMENTATION	EA	3	15,000-	45,000-
13	FIBERGLASS DUCT AXIAL FAN	EA	3	15,000-	45,000-
14	PLUG VALVES	EA	6	15,000-	90,000-
15	PIPING, AND APPURTENANCES	LS	1	130,000	130,000-
16	PROGRAMMING AND SCADA ALLOWANCE	LS	1	\$50,000.00	\$50,000.00
	<b>SUBTOTAL ITEMS 1 THRU 16</b>			1,173,500	1,173,500
17	CONTINGENCY - 15%	LS	1	176,025	176,025
	<b>TOTAL ITEMS 1 THRU 17</b>				1,349,525
	<b>Total Contract</b>				1,349,525

**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

**Tom O'Donnell**

Printed Name

**President**

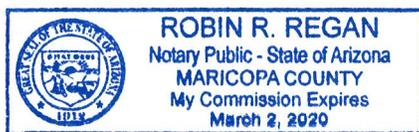
Title

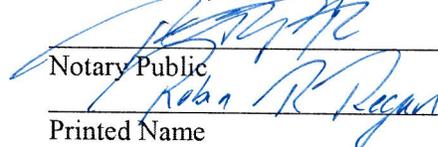
PC Construction, Inc.  
Name of Entity/Corporation

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me on this 31<sup>ST</sup> day of MARCH, 2017, by TOM O'DONNELL (name of person whose signature is being notarized) as the PRESIDENT (title) of PC CONSTRUCTION, 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  
Printed Name

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE

**Minutes of a Meeting of  
the Board of Directors of  
PCL CONSTRUCTION, INC**

A meeting of the Board of Directors of PCL Construction, Inc., a Colorado corporation, was held at 9:20 a.m. MST on the 10<sup>th</sup> of February 2017 by telephone conference.

The undersigned, constituting all of the Directors of PCL Construction, Inc., a Colorado corporation, adopt the following resolution pursuant to the authority of Colorado General Corporation Law:

**Resolution:** That the following persons be appointed officers and authorized signing authorities of the corporation. Such authority shall extend to the opening and closing of corporate bank accounts when two such signatures are present. The appointments shall be for the ensuing year or until their successors are designated:

President	T. R. O'Donnell
Vice President, Civil Infrastructure Ops.	M. C. Chiasson
District Manager	M. A. McKinney
Secretary/Treasurer	S. W. Britton
Authorized Signer	J. Newman
Authorized Signer	R. Hewitt

**Resolution:** That the following persons shall be appointed Authorized Banking Agents for the purposes of administering the controlled disbursement banking functions with Wells Fargo and UMB Bank, which the Company participates in, where two signatures are required for opening and closing bank accounts, account service changes, account disbursements, and other activities as more particularly described in the bank service agreements:

M. J. Kehoe  
D. T. Morgan  
T. E. Kijanka  
J. S. Norton  
K. L. Tartler

**Resolution:** That the financial statements of the corporation for the fiscal year ended October 31, 2016 and Management Letter, were reviewed and approved.

**Resolution:** S. P. Yancey is hereby appointed Chairman of the Board.

**Resolution:** The memo drafted by Steve Richards, General Counsel, titled Legal Obligations & Protections of Directors and Officers, was reviewed and accepted. The corporation will distribute this memo to all new officers and directors of the corporation.

**Resolution:** M.J. Kehoe, G.L. Basher, and C. Thorkelsson, are hereby appointed Authorized Income Tax Agents for the purposes of administering, filing and signing income tax related documents on behalf of the corporation and its affiliates.

These resolutions are effective on February 10, 2017.

  
\_\_\_\_\_  
S. P. Yancey, Director

  
\_\_\_\_\_  
T. R. O'Donnell, Director

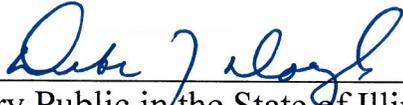
  
\_\_\_\_\_  
S. W. Britton, Director

ACKNOWLEDGEMENT BY SURETY

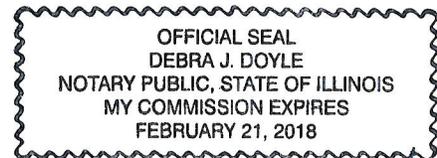
STATE OF ILLINOIS  
COUNTY OF COOK

On this 28<sup>th</sup> day of March, 2017 before me, Debra J. Doyle, a Notary Public, within and for said County and State, personally appeared Susan A. Welsh to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



**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 **GERALD F. HALEY, 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 **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. DEMPSEY, Christina L. SANDOVAL and Diane M. O'LEARY, all of Chicago, Illinois, 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.

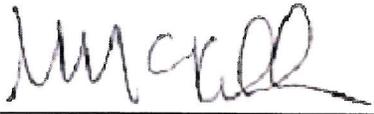
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 13th day of June, A.D. 2016.

**ATTEST:**

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



By: 

*Secretary  
Michael McKibben*

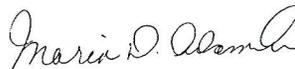


*Vice President  
Gerald F. Haley*

State of Maryland  
County of Baltimore

On this 13th day of June, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, 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, deposeth 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.



*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019*



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28<sup>th</sup> day of March, 2017.



Michael Bond, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056