

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

David Nelson Construction
Company
3489 Alternate 19
Palm Harbor, FL 34683
727-784-7624

[name]

[principal business address]

[phone number]

City of Clearwater
Engineering
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 562-4750

PROJECT NAME: 2021 STORMWATER REPAIRS

PROJECT NO.: 20-0029-EN

PROJECT DESCRIPTION: This is an annual contract for on-call services for Stormwater infrastructure improvements and repairs. The successful contractor will be required to enter a contract with the City of Clearwater and provide all labor, equipment, and materials for Stormwater infrastructure improvements and repairs.

BY THIS BOND, We David Nelson Construction Company, as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$1,500,000.00, 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 2021 Stormwater Repairs, 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

SECTION V – Contract Documents

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).*

David Nelson Construction Co.

By: _____
Title: _____
Print Name: _____

WITNESS:

Corporate Secretary or Witness
Print Name: _____

(affix corporate seal)

WITNESS:

Print Name: _____

(Corporate Surety)

By: _____
ATTORNEY-IN-FACT
Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and David Nelson Construction Company, of the City of _Palm Harbor County of Pinellas 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: 2021 STORMWATER REPAIRS

PROJECT NO.: 20-0029-EN

in the amount of \$1,500,000.00

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, 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: _____
William B. Horne, II
City Manager

(SEAL)

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
Frank Hibbard
Mayor

Approved as to form:

Owen Kohler
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: 2021 STORMWATER REPAIRS
Engineering PROJECT NO.: 20-0029-EN
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

David Nelson Construction Company
3483 Alternate 19
Palm Harbor, FL 34683

,CONTRACTOR,

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

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

,OWNER,

as set forth in said Surety’s bond.

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

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

PROPOSAL/BID BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, David Nelson Construction Co. as Contractor, and Travelers Casualty and Surety Company of America as Surety, whose address is One Tower Square, Hartford CT 06183, are held and firmly bound unto the City of Clearwater, Florida, in the sum of Ten Percent of Amount Bid Dollars (\$ 10%) (being a minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of David Nelson Construction Co. as Contractor, and Travelers Casualty and Surety Company of America as Surety, for work specified as: 2021 Stormwater Repairs, Project No. 20-0029-EN

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

Principal must indicate whether:

Corporation, Partnership, Company, or Individual

Signed this 5th day of August, 2020.

David Nelson Construction Co.
Contractor

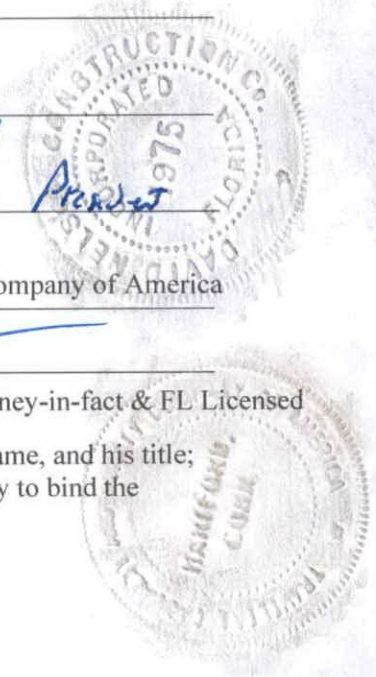
David Nelson Construction Co.
Principal

By: [Signature]
Title President

Travelers Casualty and Surety Company of America

Surety [Signature]
Kevin Wojtowicz, Attorney-in-fact & FL Licensed Resident Agent

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





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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of August, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Pinellas)

Linda D. Shutt-Atkins, being duly sworn, deposes and says that he/she is ~~Secretary~~ of Assistant Corporate Secretary of David Nelson Construction Co. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

3483 Alternate 19 Palm Harbor United States FL
(Street & Number) (City) (County) (State)

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

Affiant further says that David L. Vekasi is Vice President
(Officer's Name) (Title)

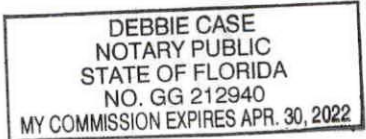
of the corporation, is duly authorized to sign the Proposal for David Nelson Construction Co.
or said corporation by virtue of State of Florida
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

Linda D. Shutt-Atkins, Asst. Corp. Secy

Linda D. Shutt-Atkins, Asst. Corporate Secretary
Affiant

Sworn to before me this 5th day of August, 2020.

Debbie Case
Notary Public



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

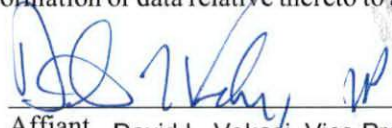
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

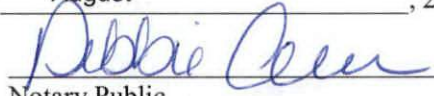
COUNTY OF Pinellas)

David L. Vekasi being, first duly sworn, deposes and says that he is
Vice President of David Nelson Construction Co.,

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 David L. Vekasi, Vice President

Sworn to and subscribed before me this 5th day of August, 2020.


Notary Public
Debbie Case

DEBBIE CASE
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 212940
MY COMMISSION EXPIRES APR. 30, 2022

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

2021 STORMWATER REPAIRS (20-0029-EN)

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

2021 STORMWATER REPAIRS (20-0029-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 bid bond
_____ Bank, for the sum of _____
10% of amount bid (\$ 10% of amt. bid)
(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>Jeffrey D. Nelson - President</u>	<u>1930 Florida Ave., Palm Harbor, FL</u>
<u>Wendy S. Nelson - Secretary</u>	<u>1132 E. Lake Dr., Tarpon Spring, FL</u>
_____	_____
_____	_____

Signature of Bidder: _____

David L. Vekasi, Vice 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: David Nelson Construction Co

By: David L Vekasi Title: VP

Company Legal Name: David Nelson Construction Co.

Doing Business As (if different than above): _____

Business Address of Bidder: 3483 Alternate 19

City and State: Palm Harbor, FL Zip Code 34683

Phone: (727) 784-7624 Email Address: dvekasi@nelson-construction.com

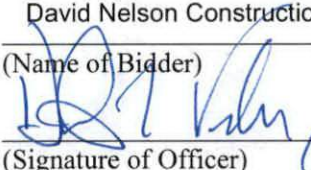
Dated at 3483 Alt. 19, Palm Harbor, FL, this 5th day of August, A.D., 2020.


CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: 2021 STORMWATER REPAIRS (20-0029-EN)

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

Addendum No. <u> 1 </u>	Date: <u> 7/22/20 </u>
Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>
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Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>

David Nelson Construction Co.
(Name of Bidder)

(Signature of Officer)
David L. Vekasi, Vice President
(Title of Officer)
August 5, 2020
(Date)



BIDDER'S PROPOSAL**PROJECT: 2021 STORMWATER REPAIRS (20-0029-EN)****CONTRACTOR: DAVID NELSON CONSTRUCTION CO.****BIDDER'S GRAND TOTAL: \$ 1,354,300.00** (Numbers)**BIDDER'S GRAND TOTAL: One Million Three Hundred Fifty Four Thousand Three**
Hundred Dollars and Zero Cents

(Words)

BIDDER'S PROPOSAL					
PROJECT: 2021 STORMWATER REPAIRS 20-0029-EN					
Item #	Description	UNIT	EST QTY	UNIT PRICE	TOTAL
1.0	MOBILIZATION AND SITE PREPARATION				
1.1	MOBILIZATION	EA	10		\$ -
1.2	MAINTENANCE OF TRAFFIC	EA	10		\$ -
1.3	EROSION AND SEDIMENT CONTROL	EA	10		\$ -
2.0	EARTHWORK				
2.1	UNSUITABLE MATERIAL REMOVAL & REPLACE	CY	700		\$ -
2.2	SWALE GRADING	LF	200		\$ -
2.3	PLUGGING & ABANDON IN-PLACE AND GROUT PIPE	CY	100		\$ -
2.4	EROSION PROTECTION- RIP RAP	TN	100		\$ -
2.5	GABION BASKETS	CY	200		\$ -
2.6	IMPORT FILL	CY	100		\$ -
3.0	DRAINAGE				
	PIPE DEPTH ≤ 6'				
3.1	15" REINFORCED CONCRETE PIPE (RCP)	LF	400		\$ -
3.2	18" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$ -
3.3	24" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$ -
3.4	30" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$ -
3.5	36" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$ -
3.6	42" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$ -
3.7	48" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$ -
3.8	CITY STANDARD CURB INLET (S.D. A-9)	EA	2		\$ -

SECTION V – Contract Documents

3.9	FDOT TYPE J-7T M.H. (5X5)	EA	2		\$	-
3.10	FDOT TYPE J-7T M.H. (6X6)	EA	2		\$	-
3.11	FDOT TYPE J-7T M.H. (6X7)	EA	2		\$	-
3.12	FDOT TYPE "F" D.B.I.	EA	2		\$	-
3.13	FDOT TYPE "C" D.B.I.	EA	2		\$	-
	PIPE DEPTH > 6' ≤ 10'					
3.14	15" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$	-
3.15	18" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$	-
3.16	24" REINFORCED CONCRETE PIPE (RCP)	LF	100		\$	-
3.17	30" REINFORCED CONCRETE PIPE (RCP)	LF	75		\$	-
3.18	36" REINFORCED CONCRETE PIPE (RCP)	LF	75		\$	-
3.19	42" REINFORCED CONCRETE PIPE (RCP)	LF	75		\$	-
3.20	48" REINFORCED CONCRETE PIPE (RCP)	LF	75		\$	-
3.21	CITY STANDARD CURB INLET (S.D. A-9)	EA	2		\$	-
3.22	FDOT TYPE J-7T M.H. (5X5)	EA	2		\$	-
3.23	FDOT TYPE J-7T M.H. (6X6)	EA	2		\$	-
3.24	FDOT TYPE J-7T M.H. (6X7)	EA	2		\$	-
3.25	FDOT TYPE "F" D.B.I.	EA	2		\$	-
3.26	FDOT TYPE "C" D.B.I.	EA	2		\$	-
3.27	UNDERDRAIN REMOVAL AND REPLACEMENT (6" AND 8")	LF	300		\$	-
4.0	PAVING AND MARKING					
4.1	8" ROADWAY BASE (LBR 100)	SY	3500		\$	-
4.2	12" STABILIZED SUBGRADE (LBR 40)	SY	3000		\$	-
4.3	STRAIGHT CURB	LF	200		\$	-
4.4	HEADER CURB	LF	200		\$	-
4.5	CITY MODIFIED CURB	LF	1000		\$	-
4.6	CITY TYPE I CURB	LF	1000		\$	-
4.7	VALLEY GUTTER CURB	LF	1000		\$	-
4.8	R&R 4" CONCRETE SIDEWALK	SF	1500		\$	-
4.9	R&R CONCRETE DRIVEWAY RESTORATION	SF	2500		\$	-
4.10	PEDESTRIAN RAMPS W/ DETECTABLE WARNING	EA	5		\$	-
	MILLING / PAVING					
4.11	MILLING (UP TO 2")	SY	4500		\$	-
4.12	MILLING (2" - 4")	SY	2500		\$	-
4.13	SUPERPAVE ASPHALT CONCRETE, TYPE SP 12.5	TN	100		\$	-
4.14	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5	TN	400		\$	-
5.0	LANDSCAPING AND RESTORATION					
5.1	TREE REMOVAL (0" – 12" DIAMETER)	EA	20		\$	-
5.2	TREE REMOVAL (13" – 24" DIAMETER)	EA	15		\$	-

5.3	TREE REMOVAL (25" – 48" DIAMETER)	EA	4		\$ -
5.4	TREE REMOVAL (GREATER than 42" DIA.)	EA	1		\$ -
5.5	TREE BARRICADE	LF	1000		\$ -
5.6	SOD RESTORATION (IN KIND)	SF	40000		\$ -
5.7	ROOT PRUNING	LF	1000		\$ -
	Subtotal				\$ -
6.0	Stormwater Contingency	LS	1	\$ 75,000.00	\$ 75,000.00
7.0	Sanitary Conflict Contingency	LS	1	\$ 20,000.00	\$ 20,000.00
8.0	Watermain Conflict Contingency	LS	1	\$ 20,000.00	\$ 20,000.00
	Bidder's Grand Total				\$ 115,000.00

CONTRACTOR: DAVID NELSON CONSTRUCTION CO. *

BIDDER'S GRAND TOTAL: \$(Numbers) 1,354,300.00

BIDDER'S GRAND TOTAL: \$(Words) One Million Three Hundred Fifty Four Thousand Three Hundred Dollars and Zero Cents

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.

*PLEASE SEE ATTACHED BID TAB WITH UNIT PRICES THAT WAS ISSUED IN ADDENDUM NO. 1

BIDDER'S PROPOSAL

PROJECT: 2021 STORMWATER REPAIRS 20-0029-EN

Item #	Description	UNIT	EST QTY	UNIT PRICE	TOTAL
1.0	MOBILIZATION AND SITE PREPARATION				
1.1	MOBILIZATION	EA	10	\$ 16,900.00	\$ 169,000.00
1.2	MAINTENANCE OF TRAFFIC	EA	10	\$ 4,700.00	\$ 47,000.00
1.3	EROSION AND SEDIMENT CONTROL	EA	10	\$ 2,100.00	\$ 21,000.00
2.0	EARTHWORK				
2.1	UNSUITABLE MATERIAL REMOVAL & REPLACE	CY	700	\$ 38.00	\$ 26,600.00
2.2	SWALE GRADING	LF	200	\$ 30.00	\$ 6,000.00
2.3	PLUGGING & ABANDON IN-PLACE AND GROUT PIPE	CY	100	\$ 310.00	\$ 31,000.00
2.4	EROSION PROTECTION- RIP RAP	TN	100	\$ 120.00	\$ 12,000.00
2.5	GABION BASKETS	CY	200	\$ 420.00	\$ 84,000.00
2.6	IMPORT FILL	CY	100	\$ 23.00	\$ 2,300.00
3.0	DRAINAGE				
	PIPE DEPTH ≤ 6'				
3.1	15" REINFORCED CONCRETE PIPE (RCP)	LF	400	\$ 51.00	\$ 20,400.00
3.2	18" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 61.00	\$ 6,100.00
3.3	24" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 74.00	\$ 7,400.00
3.4	30" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 92.00	\$ 9,200.00
3.5	36" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 97.00	\$ 9,700.00
3.6	42" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 115.00	\$ 11,500.00
3.7	48" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 125.00	\$ 12,500.00
3.8	CITY STANDARD CURB INLET (S.D. A-9)	EA	2	\$ 5,500.00	\$ 11,000.00
3.9	FDOT TYPE J-7T M.H. (5X5)	EA	2	\$ 3,600.00	\$ 7,200.00
3.10	FDOT TYPE J-7T M.H. (6X6)	EA	2	\$ 4,400.00	\$ 8,800.00
3.11	FDOT TYPE J-7T M.H. (6X7)	EA	2	\$ 5,500.00	\$ 11,000.00
3.12	FDOT TYPE "F" D.B.I.	EA	2	\$ 3,200.00	\$ 6,400.00
3.13	FDOT TYPE "C" D.B.I.	EA	2	\$ 2,800.00	\$ 5,600.00
	PIPE DEPTH > 6' ≤ 10'				
3.14	15" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 58.00	\$ 5,800.00
3.15	18" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 65.00	\$ 6,500.00
3.16	24" REINFORCED CONCRETE PIPE (RCP)	LF	100	\$ 80.00	\$ 8,000.00
3.17	30" REINFORCED CONCRETE PIPE (RCP)	LF	75	\$ 106.00	\$ 7,950.00
3.18	36" REINFORCED CONCRETE PIPE (RCP)	LF	75	\$ 130.00	\$ 9,750.00
3.19	42" REINFORCED CONCRETE PIPE (RCP)	LF	75	\$ 140.00	\$ 10,500.00
3.20	48" REINFORCED CONCRETE PIPE (RCP)	LF	75	\$ 160.00	\$ 12,000.00
3.21	CITY STANDARD CURB INLET (S.D. A-9)	EA	2	\$ 6,000.00	\$ 12,000.00
3.22	FDOT TYPE J-7T M.H. (5X5)	EA	2	\$ 5,500.00	\$ 11,000.00
3.23	FDOT TYPE J-7T M.H. (6X6)	EA	2	\$ 6,400.00	\$ 12,800.00
3.24	FDOT TYPE J-7T M.H. (6X7)	EA	2	\$ 7,500.00	\$ 15,000.00
3.25	FDOT TYPE "F" D.B.I.	EA	2	\$ 4,200.00	\$ 8,400.00
3.26	FDOT TYPE "C" D.B.I.	EA	2	\$ 3,400.00	\$ 6,800.00
3.27	UNDERDRAIN REMOVAL AND REPLACEMENT (6" AND 8")	LF	300	\$ 45.00	\$ 13,500.00
4.0	PAVING AND MARKING				
4.1	8" ROADWAY BASE (LBR 100)	SY	3500	\$ 19.00	\$ 66,500.00

BIDDER'S PROPOSAL

PROJECT: 2021 STORMWATER REPAIRS 20-0029-EN

Item #	Description	UNIT	EST QTY	UNIT PRICE	TOTAL
4.2	12" STABILIZED SUBGRADE (LBR 40)	SY	3000	\$ 12.50	\$ 37,500.00
4.3	STRAIGHT CURB	LF	200	\$ 24.00	\$ 4,800.00
4.4	HEADER CURB	LF	200	\$ 28.00	\$ 5,600.00
4.5	CITY MODIFIED CURB	LF	1000	\$ 28.00	\$ 28,000.00
4.6	CITY TYPE I CURB	LF	1000	\$ 28.00	\$ 28,000.00
4.7	VALLEY GUTTER CURB	LF	1000	\$ 28.00	\$ 28,000.00
4.8	R&R 4" CONCRETE SIDEWALK	SF	1500	\$ 8.00	\$ 12,000.00
4.9	R&R CONCRETE DRIVEWAY RESTORATION	SF	2500	\$ 12.00	\$ 30,000.00
4.10	PEDESTRIAN RAMPS W/ DETECTABLE WARNING	EA	5	\$ 2,100.00	\$ 10,500.00
MILLING / PAVING					
4.11	MILLING (UP TO 2")	SY	4500	\$ 12.00	\$ 54,000.00
4.12	MILLING (2" - 4")	SY	2500	\$ 16.00	\$ 40,000.00
4.13	SUPERPAVE ASPHALT CONCRETE, TYPE SP 12.5	TN	100	\$ 190.00	\$ 19,000.00
4.14	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5	TN	400	\$ 250.00	\$ 100,000.00
5.0 LANDSCAPING AND RESTORATION					
5.1	TREE REMOVAL (0" – 12" DIAMETER)	EA	20	\$ 800.00	\$ 16,000.00
5.2	TREE REMOVAL (13" – 24" DIAMETER)	EA	15	\$ 2,000.00	\$ 30,000.00
5.3	TREE REMOVAL (25" – 48" DIAMETER)	EA	4	\$ 3,300.00	\$ 13,200.00
5.4	TREE REMOVAL (GREATER than 42" DIA.)	EA	1	\$ 4,500.00	\$ 4,500.00
5.5	TREE BARRICADE	LF	1000	\$ 6.00	\$ 6,000.00
5.6	SOD RESTORATION (IN KIND)	SF	40000	\$ 0.80	\$ 32,000.00
5.7	ROOT PRUNING	LF	1000	\$ 8.00	\$ 8,000.00
	Subtotal				\$ 1,239,300.00
6.0	Stormwater Contingency	LS	1	\$ 75,000.00	\$ 75,000.00
7.0	Sanitary Conflict Contingency	LS	1	\$ 20,000.00	\$ 20,000.00
8.0	Watermain Conflict Contingency	LS	1	\$ 20,000.00	\$ 20,000.00
	Bidder's Grand Total				\$ 1,354,300.00

**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.

David L. Vekasi, 51

 Authorized Signature
 David L. Vekasi

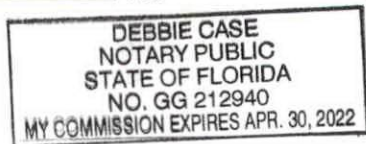
 Printed Name
 Vice President

 Title
 David Nelson Construction Co.

 Name of Entity/Corporation

STATE OF Florida
 COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on this 5th day of August, 2020, by David L. Vekasi (name of person whose signature is being notarized) as the Vice President (title) of David Nelson Construction Co. (name of corporation/entity), personally known to me as described herein _____, or produced a n/a (type of identification) as identification, and who did/did not take an oath.



Debbie Case

 Notary Public
 Debbie Case, Notary Public

 Printed Name

My Commission Expires: _____
 NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST
CERTIFICATION FORM

PER SECTION III, ITEM 25, 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 that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; 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 that Boycott Israel List, or engaged in a boycott of Israel.



 Authorized Signature
 David L. Vekasi

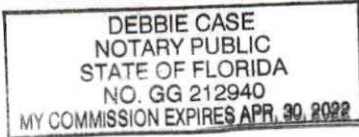
 Printed Name
 Vice President

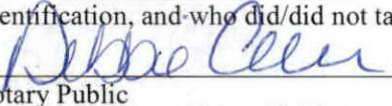
 Title
 David Nelson Construction Co.

 Name of Entity/Corporation

STATE OF Florida
 COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on this 5th day of August, 2020, by David L. Vekasi (name of person whose signature is being notarized) as the Vice President (title) of David Nelson Construction Co. (name of corporation/entity), personally known to me as described herein _____, or produced a n/a (type of identification) as identification, and who did/did not take an oath.





 Notary Public
 Debbie Case, Notary Public

 Printed Name

My Commission Expires: _____
 NOTARY SEAL ABOVE