

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

Murphy Pipeline Contractors,
LLC

12235 New Berlin Rd

Jacksonville, FL 32226

904-764-6887

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

PROJECT NAME: Island Estates Cast Iron Water Main Replacement

PROJECT NO.: 23-0056-UT

PROJECT DESCRIPTION: The work for this project shall include the provision and installation of various sizes of water main at the locations summarized below. This work is further detailed in the Contract Drawings and Supplemental Technical Specifications and shall include but not be limited to furnishing and installing water mains, fittings, valves, connections, tapping sleeves, water services, fire hydrants, air release valves, temporary services, removal of existing water mains, grout filling and abandoning existing water mains, and restoration as detailed herein.

Island Way: 108-LF 4-inch DI Water Main via Open Cut or HDPE Water Main via Pipe Bursting; 549-LF 6-inch DI Water Main via Open Cut or HDPE Water Main via Pipe Bursting; 245-LF 8-inch DI Water Main via Open Cut or HDPE Water Main via Pipe Bursting; 4,210-LF 8-inch PVC Water Main via Open Cut or HDPE Water Main via Pipe Bursting; 4,906-LF 12-inch DI Water Main via Open Cut or HDPE Water Main via Pipe Bursting; 60-LF 12-inch Ductile Iron Aerial Water Main

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 \$[x,xxx,xxx.xx], 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:

SECTION V – Contract Documents

1. Performs the contract dated _____, between Contractor and Owner for construction of **Island Estates Cast Iron Water Main Replacement** 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).

Murphy Pipeline Contractors, LLC

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: Island Estates Cast Iron Water Main Replacement

PROJECT NO.: 23-0056-UT

in the amount of \$ 4,377,879.00

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, Rosemarie Call, City Clerk, AT Rosemarie.Call@myclearwater.com, 727-562-4092, 600 Cleveland St. Clearwater, FL 33756.

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

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

CONTRACT

(4)

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

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

**CITY OF CLEARWATER
IN PINELLAS COUNTY, FLORIDA**

By: _____
Jennifer Poirrier
City Manager

(SEAL)

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
Bruce Rector
Mayor

Approved as to form:

Jerrod Simpson
Senior Assistant City Attorney

Contractor must indicate whether:

_____ Corporation, _____ Partnership, _____ Company, or _____ Individual

(Contractor)

By: _____ (SEAL)

Print Name: _____

Title: _____

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

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater PROJECT NAME: Island Estates Cast Iron Water Main Replacement
Public Utilities PROJECT NO.: 23-0056-UT
100 S. Myrtle Ave. CONTRACT DATE: [redacted]
Clearwater, FL 33756 BOND NO.: [redacted], recorded in O.R. Book [redacted],
Page [redacted], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [redacted]

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

[insert name of Surety]
[address]
[address]

,SURETY,

on bond of

[insert name of Contractor]
[address]
[address]

,CONTRACTOR,

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

City of Clearwater
Public Utilities
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, Murphy Pipeline Contractors, LLC as Contractor, and Everest Reinsurance Company as Surety, whose address is 100 Everest Way, Warren, NJ 07059, 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 Murphy Pipeline Contractors, LLC as Contractor, and Everest Reinsurance Company as Surety, for work specified as: Island Estates Cast Iron Water Main Replacement; Project #23-0056-UT

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 1st day of April, 2024.

AK
Contractor Andrew Meyer

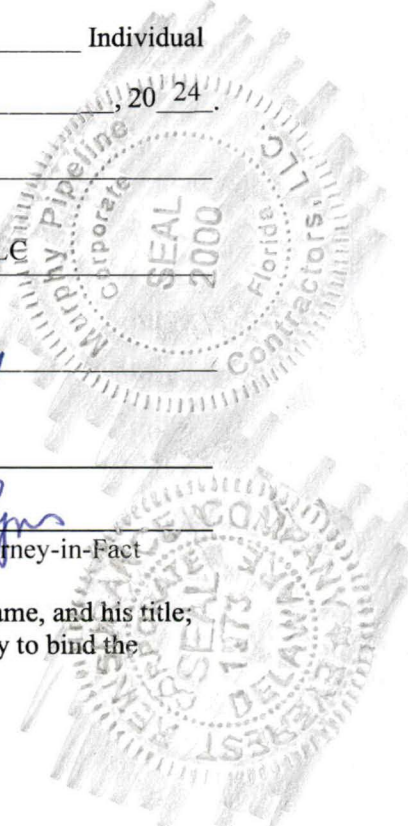
Murphy Pipeline Contractors, LLC
Principal

By: Assistant Secretary
Title

Everest Reinsurance Company

Victoria P. Lyons
Surety Victoria P. Lyons, Attorney-in-Fact

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.**





POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susantin, Woodrow M. Baird, Diane Moraski, Victoria P. Lyons, Kathleen M. Flanagan, Richard A. Leveroni

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers 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 thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

[Signature of Anthony Romano]

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

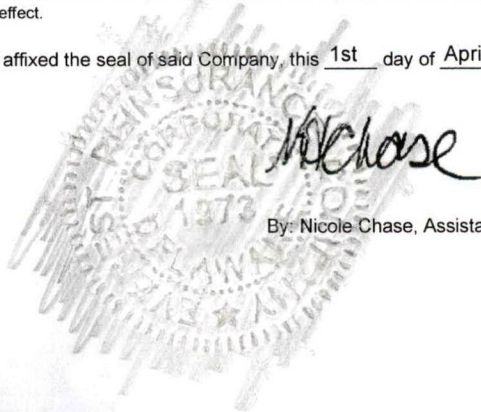
LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

[Signature of Linda Robins]

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 1st day of April 2024.



By: Nicole Chase, Assistant Secretary

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Duval)

Andrew Mayer, being duly sworn, deposes and says that he/she is Secretary of Murphy Pipeline Contractors, LLC. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

12235 New Berlin Rd Jacksonville Duval Florida
(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of Murphy Pipeline Contractors, LLC.
(Name of Corporation)

Affiant further says that Andrew Mayer is Assistant Secretary
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for ISLAND ESTATES CAST IRON WATER MAIN REPLACEMENT
(23-0056-UT)

or said corporation by virtue of 4/2/24
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

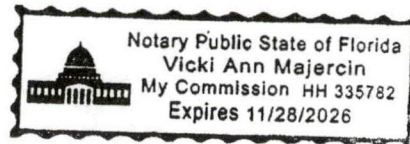
Andrew Mayer Assistant Secretary
Affiant

Sworn to before me this 2nd day of April, 2024.

Vicki Ann Majercin
Notary Public

Vicki Majercin
Type/print/stamp name of Notary

Admin
Title or rank, and Serial No., if any



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

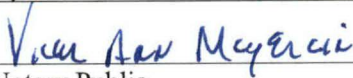
COUNTY OF Duval)

Andrew Mayer being, first duly sworn, deposes and says that he is

Assistant Secretary of Murphy Pipeline Contractors, LLC., 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 Andrew Mayer - Assistant Secretary

Sworn to and subscribed before me this 2nd day of April, 2024.


Notary Public



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Island Estates Cast Iron Water Main Replacement 23-0056-UT

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

Island Estates Cast Iron Water Main Replacement 23-0056-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 Document A310- 2010

Contractors Bid Bond Bank, for the sum of 10% Bid Amount

(\$ 10% Bid Amount)

(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:

Andrew Mayer

12235 New Berlin Rd, Jacksonville FL 32226.

Signature of Bidder: 

Andrew Mayer Assistant Secretary

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: Murphy Pipeline Contractors, LLC.

By: Andrew Mayer Title: Assistant Secretary

Company Legal Name: Murphy Pipeline Contractors, LLC.

Doing Business As (if different than above): _____

Business Address of Bidder: 12235 New Berlin Rd

City and State: Jacksonville, Florida Zip Code 32226

Phone: 904-764-6887 Email Address: taylor.morris@murphypipelines.com

Dated at 3:24PM, this 2nd day of April, A.D., 2024

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: Island Estates Cast Iron Water Main Replacement 23-0056-UT

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

Addendum No. <u>1</u>	Date: <u>3/20/2024</u>
Addendum No. <u>2</u>	Date: <u>4/03/24</u>
Addendum No. <u>3</u>	Date: <u>4/08/24</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Murphy Pipeline Contractors, LLC.

(Name of Bidder)



(Signature of Officer)

Assistant Secretary

(Title of Officer)

4/2/24

(Date)

BIDDER'S PROPOSAL**PROJECT: Island Estates Cast Iron Water Main Replacement 23-0056-UT****CONTRACTOR: Murphy Pipeline Contractors, LLC****BIDDER'S GRAND TOTAL: \$4,377,879** (Numbers)**BIDDER'S GRAND TOTAL: Four million, three hundred seventy seven thousand,**
eight hundred seventy nine and no cents

(Words)

City of Clearwater**Island Estates CIP 17&19 Water Main Replacement Phase II****Bid Form****February 2023****Contractor Name
Address**

No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization (5%)	1	LS		\$ -
2	General Conditions (3%)	1	LS		\$ -
3	Temporary Traffic Control/Maintenance of Traffic	1	LS		\$ -
4	Complete Asphalt Removal and Replacement	4,910	SY		\$ -
5	Remove and Replace Concrete Sidewalk	685	SY		\$ -
6	Remove and Replace Concrete Curb & Gutter	339	LF		\$ -
7	Remove and Replace Concrete Driveway	591	SY		\$ -

SECTION V – Contract Documents

8	Replace 8-inch PVC Water Main via Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	4,210	LF		\$ -
9	Replace 4-inch Ductile Iron Water Main by Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	108	LF		\$ -
10	Replace 6-inch Ductile Iron Water Main by Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	549	LF		\$ -
11	Replace 8-inch Ductile Iron Water Main by Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	245	LF		\$ -
12	Replace 12-inch Ductile Iron Water Main via Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Etc.	4,906	LF		\$ -

SECTION V – Contract Documents

13	12-inch Ductile Iron Water Main, Above Ground Aerial Crossing, Inclusive of Fittings, Restraints, Pipe Supports, Coating, Etc.	60	LF		\$ -
14	4-inch Gate Valve, RMJ and Valve Box	4	EA		\$ -
15	6-inch Gate Valve, RMJ and Valve Box	23	EA		\$ -
16	8-inch Gate Valve, RMJ and Valve Box	8	EA		\$ -
17	12-inch Gate Valve, RMJ and Valve Box	9	EA		\$ -
18	6" Teams Valve	4	EA		\$ -
19	8" Teams Valve	3	EA		\$ -
20	12" Teams Valve	2	EA		\$ -
21	12" Tapping Sleeve with 12" Tapping Valve and Valve Box	4	EA		\$ -
22	6" Joint Restraint for Existing Water Mains	15	EA		\$ -
23	8" Joint Restraint for Existing Water Mains	15	EA		\$ -
24	12" Joint Restraint for Existing Water Mains	15	EA		\$ -
25	2" ARV Assembly	6	EA		\$ -
26	Fire Hydrant Assembly (Inclusive of Tee, Gate Valve, and Associated Appurtenances)	13	EA		\$ -
27	1" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	60	EA		\$ -

SECTION V – Contract Documents

28	1.5" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	1	EA		\$ -
29	2" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	7	EA		\$ -
30	16" Tapping Sleeve with 12" Tapping Valve and Valve Box	1	EA		\$ -
31	12" Linestop	1	EA		\$ -
32	6" Linestop	1	EA		\$ -
33	Remove and Replace Unsuitable Materials	150	CY		\$ -
Subtotal					\$ -
Owners Contingency				10%	\$ -
Total					\$ -

Bid Alternate					
<i>Bid Alternate shall only be used if Contractor intends to utilize Pipe Bursting as installation method for bid items 8-12. The Bid Alternate assumes a deduct of 80% asphalt restoration and shall use the same unit price as Bid Item No. 4. The quantity may vary during construction based on the actual quantity of asphalt removed and replaced.</i>					
Item	Bid Alternative Description	Qty	Unit	Unit Price	Cost
B1	Complete Asphalt Removal and Replacement	-3,928	SY	\$ -	\$ -
Bid Alternates Total					\$ -
Base Bid Plus Alternatives					\$ -

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.

City of Clearwater
Island Estates CIP 17&19 Water Main Replacement
Bid Form
February 2023

Murphy Pipeline Contractors,
LLC 12235 New Berlin
Rd Jacksonville
FL 3226

No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization (5%)	1	LS	\$ 250,000	\$ 250,000
2	General Conditions (3%)	1	LS	\$ 100,000	\$ 100,000
3	Temporary Traffic Control/Maintenance of Traffic	1	LS	\$ 25,000	\$ 25,000
4	Complete Asphalt Removal and Replacement	4,910	SY	\$ 40	\$ 196,400
5	Remove and Replace Concrete Sidewalk	685	SY	\$ 108	\$ 73,980
6	Remove and Replace Concrete Curb & Gutter	339	LF	\$ 45	\$ 15,255
7	Remove and Replace Concrete Driveway	591	SY	\$ 125	\$ 73,875
8	Replace 8-inch PVC Water Main via Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	4,210	LF	\$ 220	\$ 926,200
9	Replace 4-inch Ductile Iron Water Main by Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	108	LF	\$ 165	\$ 17,820
10	Replace 6-inch Ductile Iron Water Main by Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	549	LF	\$ 190	\$ 104,310

11	Replace 8-inch Ductile Iron Water Main by Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Bypassing, Removing and/or grouting, Etc.	245	LF	\$ 220	\$ 53,900
12	Replace 12-inch Ductile Iron Water Main via Open Cut or HDPE Water Main via Pipe Bursting, Inclusive of Fittings, Restraints, Etc.	4,906	LF	\$ 275	\$ 1,349,150
13	12-inch Ductile Iron Water Main, Above Ground Aerial Crossing, Inclusive of Fittings, Restraints, Pipe Supports, Coating, Etc.	60	LF	\$ 400	\$ 24,000
14	4-inch Gate Valve, RMJ and Valve Box	4	EA	\$ 1,500	\$ 6,000
15	6-inch Gate Valve, RMJ and Valve Box	23	EA	\$ 2,000	\$ 46,000
16	8-inch Gate Valve, RMJ and Valve Box	8	EA	\$ 3,000	\$ 24,000
17	12-inch Gate Valve, RMJ and Valve Box	9	EA	\$ 4,500	\$ 40,500
18	6" Teams Valve	4	EA	\$ 3,000	\$ 12,000
19	8" Teams Valve	3	EA	\$ 4,000	\$ 12,000
20	12" Teams Valve	2	EA	\$ 5,000	\$ 10,000
21	12" Tapping Sleeve with 12" Tapping Valve and Valve Box	4	EA	\$ 7,500	\$ 30,000
22	6" Joint Restraint for Existing Water Mains	15	EA	\$ 3,500	\$ 52,500
23	8" Joint Restraint for Existing Water Mains	15	EA	\$ 4,500	\$ 67,500
24	12" Joint Restraint for Existing Water Mains	15	EA	\$ 6,000	\$ 90,000
25	2" ARV Assembly	6	EA	\$ 10,000	\$ 60,000
26	Fire Hydrant Assembly (Inclusive of Tee, Gate Valve, and Associated Appurtenances)	13	EA	\$ 7,500	\$ 97,500
27	1" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	60	EA	\$ 2,500	\$ 150,000

28	1.5" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	1	EA	\$ 3,500	\$ 3,500
29	2" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	7	EA	\$ 4,500	\$ 31,500
30	16" Tapping Sleeve with 12" Tapping Valve and Valve Box	1	EA	\$ 9,500	\$ 9,500
31	12" Linestop	1	EA	\$ 12,000	\$ 12,000
32	6" Linestop	1	EA	\$ 8,000	\$ 8,000
33	Remove and Replace Unsuitable Materials	150	CY	\$ 50	\$ 7,500
Subtotal					\$ 3,979,890
Owners Contingency					10% \$ 397,989
Total					\$ 4,377,879

Bid Alternate					
<i>Bid Alternate shall only be used if Contractor intends to utilize Pipe</i>					
Item	Bid Alternative Description	Qty	Unit		
B1	Complete Asphalt Removal and Replacement	-3,928	SY	\$ 40	\$ (157,120)
Bid Alternates Total					\$ (157,120)
Base Bid Plus Alternatives					\$ 4,220,759

**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
Andrew Mayer

 Printed Name
Assistant Secretary

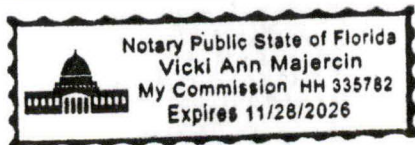
 Title
Murphy Pipeline Contractors, LLC.

 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 2nd day of April, 2024, by Andrew Mayer (name of person whose signature is being notarized) as the Assistant Secretary (title) of Murphy Pipeline Contractors, LLC. (name of corporation/entity), personally known to me as described herein Personally Known, or produced a _____ (type of identification) as identification, and who did/did not take an oath.



 Notary Public
Vicki Majercin

 Printed Name


My Commission Expires: 11/28/2024
 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
Andrew Mayer

 Printed Name
Assistant Secretary

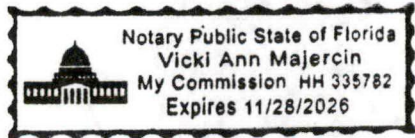
 Title
Murphy Pipeline Contractors, LLC.

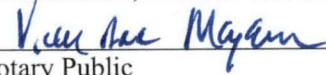
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 2nd day of April, 2024, by Andrew Mayer (name of person whose signature is being notarized) as the Assistant Secretary (title) of Murphy Pipeline Contractors, LLC. (name of corporation/entity), personally known to me as described herein Personally Known, or produced a _____ (type of identification) as identification, and who did/did not take an oath.





 Notary Public
Vicki Majercin

 Printed Name

My Commission Expires: 11/28/2026
 NOTARY SEAL ABOVE

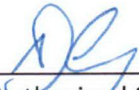
VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

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 Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.



 Authorized Signature
 Andrew Mayer

 Printed Name
 Assistant Secretary

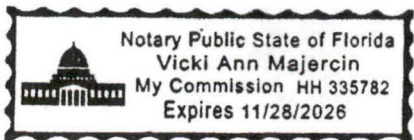
 Title
 Murphy Pipeline Contractors, LLC.

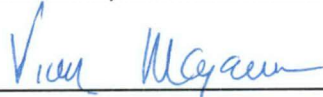
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 22nd day of April, 2024, by Andrew Mayer (name of person whose signature is being notarized) as the Assistant Secretary (title) of Murphy Pipeline Contractors, LLC. (name of corporation/entity), personally known X, or produced _____ (type of identification) as identification, and who did/did not take an oath.





 Notary Public
 Vicki Majercin

 Printed Name

My Commission Expires: 11/28/2026
 NOTARY SEAL ABOVE