

**SECTION V**  
**CONTRACT DOCUMENTS**

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**CONTRACT BOND**

(1)

**STATE OF FLORIDA**

**COUNTY OF POLK**

**KNOW ALL MEN BY THESE PRESENTS:** That we **B.L. SMITH ELECTRIC, INC.** as Contractor and \_\_\_\_\_ (Surety) whose home address is \_\_\_\_\_

**HEREINAFTER CALLED THE "Surety"**, are held and firmly bound into the City of Clearwater, Florida (hereinafter called the "Owner") in the penal sum of: **THE BASE BID OF \$1,523,120.00 AND THE ADDITIVE ALTERNATE BID OF \$4,337.00, FOR A TOTAL OF ONE MILLION, FIVE HUNDRED TWENTY-SEVEN, FOUR HUNDRED FIFTY-SEVEN AND 00/100 Dollars** (\$1,527,457.00) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, entered into between the Contractor and the City of Clearwater for:

**EAST WRF GENERATOR AND MARSHALL ST. WRF LAB ELECTRICAL IMPROVEMENTS**

**PROJECT #11-0025-UT**

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that if the Contractor shall in all respects comply with the terms and conditions of said contract, including the one year guarantee of material and labor, and his obligations thereunder, including the contract documents (which include the Advertisement for Bids, Form of Proposal, Form of Contract, Form of Surety Bond, Instructions to Bidders, General Conditions and Technical Specifications) and the Plans and Specifications therein referred to and made a part thereof, and such alterations as may be made in said Plans and Specifications as therein provided for, and shall indemnify and save harmless the said Owner against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Contractor agents or employees, in the execution or performance of said contract, including errors in the plans furnished by the Contractor, and further, if such "Contractor" or "Contractors" shall promptly make payments to all persons supplying him, them or it, labor, material, and supplies used directly or indirectly by said Contractor, Contractors, Sub-Contractor, or Sub-Contractors, in the prosecution of the work provided for in said Contract, this obligation shall be void, otherwise, the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the said Contractor would be entitled on the completion of the Contract, and that which the Owner may be obliged to pay for the completion of said work by contract or otherwise, & any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work, or on account of the failure of the said Contractor to properly and in all things, keep and execute all the provisions of said contract.

**CONTRACT BOND**

(2)

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Contractor or his agents or servants or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it 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 \_\_\_\_\_, 2014.

**B.L. SMITH ELECTRIC, INC.  
(CONTRACTOR)**

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

**ATTEST:**

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

**WITNESS:**

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

**COUNTERSIGNED:**

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

\_\_\_\_\_  
**SURETY**

By: \_\_\_\_\_  
**ATTORNEY-IN-FACT**  
Print Name: \_\_\_\_\_

**CONTRACT**

(1)

This **CONTRACT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and **B.L. SMITH ELECTRIC, INC.**, of the City of Dundee, County of Polk, and State of Florida, 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:

**EAST WRF GENERATOR AND MARSHALL ST. WRF LAB ELECTRICAL  
IMPROVEMENTS  
(PROJECT #11-0025-UT)**

**in the amount of \$1,527,457.00**

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, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES.**

## CONTRACT

(2)

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety 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 performance 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)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2013), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Clearwater.

**CONTRACT**

(4)

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

**CITY OF CLEARWATER**

**IN PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_  
William B. Horne, II  
City Manager

(SEAL)

Attest:

Countersigned:

\_\_\_\_\_  
Rosemarie Call  
City Clerk

By: \_\_\_\_\_  
George N. Cretekos,  
Mayor

Approved as to form:

\_\_\_\_\_  
Camilo Soto  
Assistant City Attorney

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

**B.L. SMITH ELECTRIC, INC.**  
**(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).

**CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT**

(CORPORATION FORM)

**STATE OF FLORIDA**

**COUNTY OF POLK**

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, who after being duly sworn, deposes and says:

That he is the \_\_\_\_\_ (TITLE) of **B.L. SMITH ELECTRIC, INC.**, a Florida Corporation, with its principal place of business located at 29252 U.S. Hwy. 27, Dundee, Florida, 33838 (herein, the "Contractor").

That the Contractor was the general contractor under a contract executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

**EAST WRF GENERATOR AND MARSHALL ST. WRF LAB ELECTRICAL  
IMPROVEMENTS  
(PROJECT #11-0025-UT)**

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers and material men in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That he is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of \_\_\_\_\_ (Final Full Amount of Contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

\_\_\_\_\_  
**AFFIANT**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires:

\_\_\_\_\_  
**PRESIDENT**



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6424619

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl Foley; Don Bramlage; Gloria A. Richards; Jeffrey W. Reich; Kim E. Niv; Leslie M. Donahue; Lisa Roseland; Patricia L. Slaughter; Susan L. Reich; Teresa L. Durham

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2014.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 23rd day of January, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member: Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF POLK )

Carolyn Sheek being duly sworn, deposes and says that he/she is Secretary of B.L. Smith Electric, Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

29252 US Hwy 27 Dundee Polk FL  
(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of B.L. Smith Electric, Inc.  
(Name of Corporation)

Affiant further says that David W. Smith is President  
(Officer's Name) (Title)  
of the corporation, is duly authorized to sign the Proposal for B.L. Smith Electric, Inc.  
or said corporation by virtue of Provision of By-Laws

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

Carolyn Sheek  
Affiant

Sworn to before me this 28 day of August, 2014.

Michelle Cinquino  
Notary Public



Michelle Cinquino  
Type/print/stamp name of Notary

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

**NON COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF Polk )

David W. Smith being, first duly sworn, deposes and says that he is  
President of B.L. Smith Electric, Inc.,

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

*David W. Smith*

Affiant

Sworn to and subscribed before me this 28 day of August, 2014.

*Michelle Cinquino*  
Notary Public



**PROPOSAL**

(1)

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

**EAST WRF GENERATOR AND MARSHALL ST. WRF LAB ELECTRICAL  
IMPROVEMENTS  
(PROJECT #11-0025-UT)**

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

**EAST WRF GENERATOR AND MARSHALL ST. WRF LAB ELECTRICAL  
IMPROVEMENTS  
(PROJECT #11-0025-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 Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

**PROPOSAL**

(2)

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

Attached hereto is a bond or certified check on Ohio Casualty Insurance Company  
Bank, for the sum of One Hundred Seventy Thousand Dollars and no cents (\$ 170,000.00 )  
(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:

David W. Smith, President                      1071 Sunset Drive, Lake Wales, FL 33853

Carolyn Sheek, Secretary                      92 Pine Forest Lane, Haines City, FL 33844

Signature of Bidder: 

(The bidder must indicate whether Corporation, Partnership, Company or Individual).

**PROPOSAL**

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: David W Smith B.L. Smith Electric Inc

By: David W Smith Title: PRESIDENT

Business Address of Bidder: 29252 US Hwy 27

City and State: Dundee, FL Zip Code 33838

Dated at Dundee, FL, this 28 day of August, A.D., 2014.

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

**PROJECT: EAST WRF GENERATOR AND MARSHALL ST. WRF LAB ELECTRICAL  
IMPROVEMENTS  
(PROJECT #11-0025-UT)**

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

Addendum No. <u>  1  </u>	Date: <u>  8/13/2014  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>

  B.L. Smith Electric, Inc.    
(Name of Bidder)

  
(Signature of Officer)

  President    
(Title of Officer)

  08/28/2014    
(Date)

**BIDDER'S PROPOSAL**

**PROJECT: EAST WRF GENERATOR AND MARSHALL ST. WRF LAB ELECTRICAL IMPROVEMENTS (PROJECT #11-0025-UT)**

**CONTRACTOR:** B.L. Smith Electric, Inc.

**BIDDER'S GRAND TOTAL:** \$ 1,527,457.00 (Numbers)

**BIDDER'S GRAND TOTAL:** One Million, Five Hundred Twenty Seven Thousand, Four Hundred Fifty seven dollars and no cents. (Words)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<b><u>EAST WRF GENERATOR</u></b>					
1	Mobilization/Demobilization and General Conditions	1	LS	\$ 65,000.00	\$ 65,000.00
2-a	Owner-Direct Purchase (ODP) 800kW Generator w/ Enclosure & Day Tank.	1	LS	\$ 221,807.00	\$ 221,807.00
2-b	ODP 800kW Generator w/ Enclosure & Day Tank, Sales Tax Savings	1	LS	\$ 13,358.42	\$ 13,358.42
2-c	ODP 800kW Generator w/ Enclosure & Day Tank. Coordination, Installation, Testing, and Contractor Warranty of Generator, Enclosure & Day Tank	1	LS	\$ 10,904.58	\$ 10,904.58
3	Structural	1	LS	\$ 170,005.00	\$ 170,005.00
4	Electrical	1	LS	\$ 681,085.00	\$ 681,085.00
5	Mechanical	1	LS	\$ 66,550.00	\$ 66,550.00
6	Instrumentation & Controls	1	LS	\$ 48,400.00	\$ 48,400.00
7	Allowance for Installation Conflicts for the New Underground Ductbank	1	LS	\$60,000.00	\$60,000.00
8	Allowance for Replacement of New Direct Buried Conduit with Exposed Conduit	1	LS	\$10,000.00	\$10,000.00
<b>Total East WRF (Items 1-8)</b>					\$ 1,347,110.00
<b><u>MARSHALL ST. WRF LAB ELECTRICAL IMPROVEMENTS</u></b>					
9	Mobilization/Demobilization and General Conditions	1	LS	\$ 4,356.00	\$ 4,356.00
10	Electrical	1	LS	<del>\$123,365.00</del>	\$123,254.00
11	Instrumentation & Controls	1	LS	\$ 48,400.00	\$ 48,400.00
<b>Total Marshall St WRF (Items 9-11)</b>					\$ 176,010.00
<b>Bidder's Grand Total (Items 1-11)</b>					\$1,523,120.00
<b><u>ADDITIVE ALTERNATE: (Approval by the Owner and Engineer is Required Prior to Proceeding)</u></b>					
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
12	East WRF: Simplex Model "Joe Filter" and connection appurtenances.	1	LS	\$ 4,337.00	\$ 4,337.00
<b>Total: Bidder's Grand Total + Additive Alternate (Items 1-12) =</b>					\$1,527,457.00

*\$123,254.00  
end*

**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.**

**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

\_\_\_\_\_  
David W. Smith  
Printed Name

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
B.L. Smith Electric, Inc.  
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me on this 28 day of August, 2014, by David W. Smith (name of person whose signature is being notarized) as the President (title) of B.L. Smith Electric, Inc. (name of corporation/entity), personally known to me as described herein yes, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

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

\_\_\_\_\_  
Michelle Cinquino  
Printed Name

My Commission Expires: 04/05/2016

NOTARY SEAL ABOVE

