

SECTION V

CONTRACT DOCUMENTS

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Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, “**Before commencing the work** or before recommencing the work after a default or abandonment, **the contractor shall provide to the public entity a certified copy of the recorded bond.** Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph.”

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
Eau Gallie Electric		City of Clearwater
<u>[name]</u>	<u>[name]</u>	Public Utilities
2012 Aurora Road		100 S. Myrtle Avenue
Melbourne, FL 32935		Clearwater, FL 33756
<u>[principal business address]</u>	<u>[principal business address]</u>	(727) 562-4750
321-259-2885		
<u>[phone number]</u>	<u>[phone number]</u>	

PROJECT NAME: NE WRF MCC-1, DC1 & 2 Replacement

PROJECT NO.: 17-0028-UT

PROJECT DESCRIPTION: The major work can be described as follows:

The creation of a separate Electrical Room within the existing Control Building electrical area. Electrical Room to be air conditioned with a raised “data center” floor capable of supporting the electrical equipment. Room to have mezzanine floor with staircase and double doors.

New access door to Blower Room from Control Building electrical area and modifications to existing concrete floor to address subsidence.

The replacement and relocation of the 2nd Anoxic Mixer motor control center (MCC-1) and the switchgear distribution centers (DC-1 and DC-2) to be installed in new electrical room. Removal of existing FRP structure with existing MCC-1

Project includes a new 1200A Nema 4X Service Entrance Breaker with new Utility transformer connection; new Automatic Transfer Switch, NEMA 12 switchboards, “Smart” MCC, Integral Power Center, panelboards, and Trystar generator load bank tap box, all associated concrete ductbanks, handholes, and cable trays. Project also includes incorporation of “Smart” MCC into existing SCADA system which will require programming services.

Existing ATS shall be offered to City for salvage.

SECTION V – Contract Documents

As part of structural portion of the project a concrete block wall and footer will be replaced due to failure with a new grade beam foundation and CMU block. Equipment attached to the wall will need to be detached, temporarily supported and re-attached. Replacement of some of the equipment as noted is a part of this effort.

Blower Room plenum area to be filled in and intake structure removed. Refer to drawings.

Contractor responsible for maintenance of plant operations, provide any or all temporary power or controls connections, which may include temporary primary generation and standby power equipment.

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 \$[~~\$3,687,200.00~~], 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 NE WRF MCC-1, DC1 & 2 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).*

[TYPE LEGAL NAME OF CONTRACTOR]

By: _____
Title: _____
Print Name: _____

WITNESS:

WITNESS:

Corporate Secretary or Witness
Print Name: _____

Print Name: _____

(affix corporate seal)

(Corporate Surety)

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

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this 27th day of March, 2024 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Eau Gallie Electric, of the City of Melbourne County of Brevard 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: NE WRF MCC-1, DC1 & 2 REPLACEMENT

PROJECT NO.: 17-0028-UT

in the amount of \$ 3,687,200

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:

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: NE WRF MCC-1, DC1 & 2
 Public Utilities REPLACEMENT

100 S. Myrtle Ave. PROJECT NO.: 17-0028-UT

Clearwater, FL 33756 CONTRACT DATE: [REDACTED]

 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):

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: RCM & D INC
 Agency Code: 30-727000

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Laura L. Brown, Robert T. Cawley, Stephen J. Mainello, Hossay Mattin, Mai-Ling Rodriguez, Lori A. Rupp, Rush H. Seale of BALTIMORE, Maryland

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 27, 2024

Signed and sealed in Lake Mary, Florida



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Florida
Office
of Insurance
Regulation



HARTFORD FIRE INSURANCE COMPANY

Is hereby authorized to transact insurance in the
State of Florida.

This certificate signifies that the company has
satisfied all requirements of Florida Insurance
Code for the issuance of a Property And Casualty
Insurer Certificate Of Authority and remains
subject to the laws of Florida.

Date of Issuance: January 01, 1925

No. 06 - 060383750



Kevin M. McCarty
Commissioner
Office of Insurance Regulation

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Brevard)

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

2012 Aurora Road Melbourne Brevard Florida
(Street & Number) (City) (County) (State)

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


Affiant further says that Christopher Hughes is President
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for Eau Gallie Electric or said corporation by virtue of N/A
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

Christopher Hughes, President
Affiant

Sworn to before me this 15 day of March, 2024.

[Signature]
Notary Public

 SARAH ROBINSON
Comm.: # HH 299875
Expires: August 11, 2026
Notary Public - State of Florida

Sarah Robinson
Type/print/stamp name of Notary
Bid coordinator
Title or rank, and Serial No., if any

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Brevard)

Christopher Hughes being, first duly sworn, deposes and says that he is

President of Eau Gallie Electric, 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.

Christopher Hughes
Affiant

Sworn to and subscribed before me this 15 day of March, 2024.

Sarah Robinson
Notary Public



SARAH ROBINSON
Comm.: # HH 299875
Expires: August 11, 2026
Notary Public - State of Florida



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

NE WRF MCC-1, DC1 & 2 REPLACEMENT-17-0028-UT

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

NE WRF MCC-1, DC1 & 2 REPLACEMENT-17-0028-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 bid bond
_____ Bank, for the sum of _____
10%. (\$ 368,720.00)
(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:
<u>Christopher Hughes, President</u>	<u>545 Sanderling Dr, Indialantic FL</u>
<u>Christopher Hughes, Secretary</u>	_____
_____	_____
_____	_____

Signature of Bidder: [Signature]

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: Christopher Hughes

By: [Signature] Title: President

Company Legal Name: Eau Gallie Electric

Doing Business As (if different than above): N/A

Business Address of Bidder: 2012 Aurora Road, Melbourne, Florida 32935

City and State: Melbourne, FL Zip Code 32935

Phone: 321-259-2885 x 106 Email Address: chughes@eg-electric.com

Dated at _____, this 15 day of March, A.D., 2024.

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: NE WRF MCC-1, DC1 & 2 REPLACEMENT-17-0028-UT

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

Addendum No. <u>1</u>	Date: <u>02-16-2024</u>
Addendum No. <u>2</u>	Date: <u>03-14-2024</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: _____
Addendum No. _____	Date: _____

Eau Gallie Electric
(Name of Bidder)


(Signature of Officer)

President
(Title of Officer)

03-15-2024
(Date)

BIDDER'S PROPOSAL**PROJECT: NE WRF MCC-1, DC1 & 2 REPLACEMENT-17-0028-UT****CONTRACTOR: Eau Gallie Electric****BIDDER'S GRAND TOTAL: \$ \$3,687,200.00** (Numbers)**BIDDER'S GRAND TOTAL: three million, six hundred eighty seven thousand and 00/100**

(Words)

	BID ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMOLIZATOIN/GENERAL CONDITIONS	1	LS	\$160,000.00	\$160,000.00
2					-
A	Demolition, Excavation and Backfill	1	LS	\$356,000.00	\$ 356,000.00
2					-
B	Concrete and Beams	1	LS	\$230,000.00	\$ 230,000.00
3					-
A	HVAC	1	LS	\$57,000.00	\$ 57,000.00
3					-
B	Room Improvements	1	LS	\$157,000.00	\$157,000.00
4					-
A	General Electrical Provisions	1	LS	\$1,200,000.00	\$1,200,000.00
4					-
B	Panelboards	1	EA	\$205,000.00	\$ 205,000.00
4					-
C	MCC & Service Entrance Main Breaker	1	EA	\$400,000.00	\$400,000.00
4					-
D	Switchboards SWBD-1, SWBD-2, Integrated Power	1	EA	\$350,000.00	\$ 350,000.00
4					-
E	ASCO Automatic Transfer Switch w/ Bypass	1	LS	\$90,000.00	\$ 90,000.00
4F	Trystar Load Bank and Portable Generator Docking Station	1	LS	\$140,000.00	\$140,000.00
					\$
					-
5	Record Drawing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00

SECTION V – Contract Documents

6	Permit Allowance	1	LS	\$ 2,000.00	\$ 2,000.00
					\$ -
	SUBTOTAL			\$3,352,000.00	\$3,352,000.00
7	10% CONTINGENCY			\$335,200.00	\$335,200.00
	TOTAL CONTRACT			\$3,687,200.00	\$ 3,687,200.00

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

**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
 Christopher Hughes
 Printed Name
 President
 Title
 Eau Gallie Electric
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me on this 15 day of March, 2024, by Christopher Hughes (name of person whose signature is being notarized) as the President (title) of Eau Gallie Electric (name of corporation/entity), personally known to me as described herein _____, or produced a D (type of identification) as identification, and who did/did not take an oath.

 Notary Public
 Sarah Robinson
 Printed Name

My Commission Expires: 8-11-2026
 NOTARY SEAL ABOVE



SARAH ROBINSON
 Comm.: # HH 299875
 Expires: August 11, 2026
 Notary Public - State of Florida

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.

Christopher Hughes

 Authorized Signature
 Christopher Hughes

 Printed Name
 President

 Title
 Eau Gallie Electric

 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me on this 15 day of March, 20 , by Christopher Hughes (name of person whose signature is being notarized) as the President (title) of Eau Gallie Electric (name of corporation/entity), personally known to me as described herein _____, or produced a (type of identification) as identification, and who did/did not take an oath.

Sarah Robinson

 Notary Public
 Sarah Robinson

 Printed Name

My Commission Expires: 8-11-2026
 NOTARY SEAL ABOVE



SARAH ROBINSON
 Comm.: # HH 299875
 Expires: August 11, 2026
 Notary Public - State of Florida

NE WRF MCC-1, DC1 & 2 REPLACEMENT 17-0028-UT



Eau Gallie Electric **2012**
Aurora Road, Melbourne FL, 32935

				DBE	Y/N
BID ITEMS		QTY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMObILIZATIOn/G ENERAL CONDITIONS	1	LS	\$ 160,000.00	\$ 160,000.00
2A	Demolition, Excavation and Backfill	1	LS	\$ 356,000.00	\$ 356,000.00
2B	Concrete and Beams	1	LS	\$ 230,000.00	\$ 230,000.00
3A	HVAC	1	LS	\$ 57,000.00	\$ 57,000.00
3B	Room Improvements	1	LS	\$ 157,000.00	\$ 157,000.00
4A	General Electrical Provisions	1	LS	\$ 1,200,000.00	\$ 1,200,000.00
4B	Panelboards	1	EA	\$ 205,000.00	\$ 205,000.00
4C	MCC & Service Entrance Main Breaker	1	EA	\$ 400,000.00	\$ 400,000.00
4D	Switchboards SWBD-1, SWBD-2, Integrated Power	1	EA	\$ 350,000.00	\$ 350,000.00
4E	ASCO Automatic Transfer Switch w/ Bypass	1	LS	\$ 90,000.00	\$ 90,000.00
4F	Trystar Load Bank and Portable Generator Docking Station	1	LS	\$ 140,000.00	\$ 140,000.00
					\$ -
5	Record Drawing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
6	Permit Allowance	1	LS	\$ 2,000.00	\$ 2,000.00
					\$ -
	SUBTOTAL				\$ 3,352,000.00
7	10% CONTINGENCY				\$ 335,200.00

NE WRF MCC-1, DC1 & 2 REPLACEMENT 17-0028-UT



Eau Gallie Electric 2012
Aurora Road, Melbourne FL, 32935

DBE

Y/N

BID ITEMS

QTY

UNIT

UNIT PRICE

AMOUNT

TOTAL CONTRACT

\$ 3,687,200.00

DBE DISADVANTAGED BUSINESS ENTERPRISE

Bid Tabulations are not public until 30 days after bid opening or upon award by City Council, whichever occurs first.