

# 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.”

<b><u>CONTRACTOR</u></b>	<b><u>SURETY</u></b>	<b><u>OWNER</u></b>
_____ [David Nelson Construction Co.]	_____ [name]	City of Clearwater [Engineering Dept.]
_____ [principal business address]	_____ [principal business address]	100 S. Myrtle Avenue Clearwater, FL 33756
_____ [phone number]	_____ [phone number]	(727) 562-[4750]

**PROJECT NAME:** [East Gateway Stormwater & Sanitary Sewer Improvements]  
**PROJECT NO.:** [ 13-0043-EN]

**PROJECT DESCRIPTION:** Construction of improvements to the stormwater collection system in the East Gateway area.

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 \$[11,409,143.90], 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 [East Gateway Stormwater ], 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
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

Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**  
(2)

4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(If sole Ownership or Partnership, two (2) Witnesses required).*  
*(If Corporation, Secretary only will attest and affix seal).*

**[David Nelson Construction Co.]**

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

**WITNESS:**

**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 DAVID NELSON CONSTRUCTION Co., of the City of PALM HARBOR County of PINELLAS and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, a/an \_\_\_\_\_ (State) Corporation authorized to do business in the State of Florida, of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter designated as the "Contractor".

**WITNESSETH:**

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

**PROJECT NAME:** [East Gateway Stormwater & Sanitary Sewer Improvementd]

**PROJECT NO.:** [13-0043-EN]

**in the amount of \$**11,409,143.90

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.

**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).**

**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 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 CUTODIAN OF PUBLIC RECORDS AT 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756

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

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

- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**CONTRACT**

(4)

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

**CITY OF CLEARWATER**

**IN PINELLAS COUNTY, FLORIDA**

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

(SEAL)

Attest:

Countersigned:

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

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

Approved as to form:

\_\_\_\_\_  
Matthew M. Smith  
Assistant City Attorney

Contractor must indicate whether  
  X   Corporation  
\_\_\_\_ Partnership  
\_\_\_\_ Company  
or  
\_\_\_\_ Individual

DAVID NELSON CONSTRUCTION CO.  
(Contractor)

By: [Signature] (SEAL)  
Print Name: DAVID L. NELSON  
Title: V.P.

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

[Engineering Dept]  
100 S. Myrtle Ave.  
Clearwater, FL 33756

PROJECT NAME: [East Gateway Stormwater & Sanitary sewer  
Improvements]

PROJECT NO.: [13-0043-EN]

CONTRACT DATE: [ ]

BOND NO. : [ ], recorded in O.R. Book [ ], Page  
[ ], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [David Nelson Construction Co.]

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

[Engineering Dept.]

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, \_\_\_\_\_  
 \_\_\_\_\_ as Contractor, and \_\_\_\_\_  
 \_\_\_\_\_ as Surety, whose address is \_\_\_\_\_  
 \_\_\_\_\_, are held and firmly bound unto the  
 City of Clearwater, Florida, in the sum of \_\_\_\_\_ Dollars  
 (\$\_\_\_\_\_) (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 \_\_\_\_\_  
 \_\_\_\_\_ as Contractor, and \_\_\_\_\_ as Surety,  
 for work specified as: \_\_\_\_\_

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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal must indicate whether:

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Company

or

\_\_\_\_ Individual

\_\_\_\_\_  
Contractor\_\_\_\_\_  
PrincipalBy: \_\_\_\_\_  
Title\_\_\_\_\_  
Surety

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.**

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

The condition of the above obligation is such that if the attached Proposal of David Nelson Construction Co.  
as Contractor, and Travelers Casualty and Surety Company of America as Surety,  
for work specified as: East Gateway Stormwater and Sanitary Improvements, Project No. 13-0043-EN

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

Signed this 1st day of December, 2016.

X Corporation  
Partnership  
Company  
or  
Individual

Contractor

Principal

By:

Title

Travelers Casualty and Surety Company of America

**Surety** John R. Neu, Attorney-in-Fact & FL Licensed Agent

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

**AFFIDAVIT**

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

**STATE OF FLORIDA** )**COUNTY OF** Pinellas )

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

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

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

Affiant further says that David L. Vekasi is Vice President  
 (Officer's Name) (Title)  
 of the corporation, is duly authorized to sign the Proposal for East Gateway Stormwater and Sanitary Improvements  
 or said corporation by virtue of Florida

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

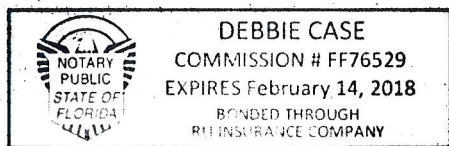
*Linda D. Shutt, Asst Corp Sec*

Linda D. Shutt, Asst. Corporate Secretary

Affiant

Sworn to before me this 9th day of December, 2016.

*Debbie Case*  
 Notary Public



Debbie Case

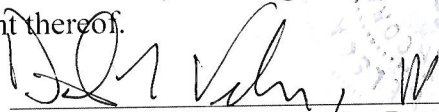
Type/print/stamp name of Notary

Notary Public

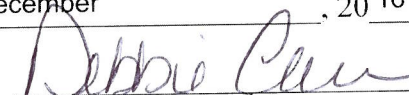
Title or rank, and Serial No., if any

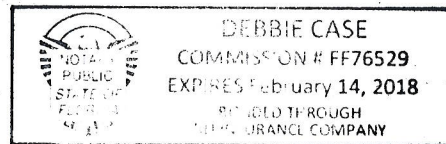
**NON COLLUSION AFFIDAVIT****STATE OF FLORIDA** )**COUNTY OF** Pinellas )David L. Vekasi being, first duly sworn, deposes and says that he isVice President of David Nelson Construction Co.,

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

  
 Affiant David L. Vekasi, Vice President

Sworn to and subscribed before me this 9th day of December, 2016.

  
 Notary Public Debbie Case



**PROPOSAL**

(1)

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

**East Gateway Stormwater and Sanitary Improvements (13-0043-EN)**

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

**East Gateway Stormwater and Sanitary Improvements (13-0043-EN)**

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:



**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 NELSON CONSTRUCTION Co.

By: DAVID L. VEKASI, VP Title: V.P.

Company Legal Name: DAVID NELSON CONSTRUCTION Co.

Doing Business As (if different than above): \_\_\_\_\_

Business Address of Bidder: 3483 Alaternate 19

City and State: Palm Harbor, FL Zip Code 34683

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

Dated at 3483 Alt. 19, Palm Harbor, FL, this 9th day of December, A.D., 2016.

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

**PROJECT: East Gateway Stormwater and Sanitary Improvements (13-0043-EN)**

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

Addendum No. <u>01</u>	Date: <u>10/31/16</u>
Addendum No. <u>02</u>	Date: <u>11/16/16</u>
Addendum No. <u>03</u>	Date: <u>11/23/16</u>
Addendum No. <u>04</u>	Date: <u>11/29/16</u>
Addendum No. <u>05</u>	Date: <u>12/02/16</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

David Nelson Construction Co.

(Name of Bidder)

(Signature of Officer)

David L. Vekasi, Vice President

(Title of Officer)

December 9, 2016

(Date)

**BIDDERS PROPOSAL**  
**PROJECT: East Gateway Stormwater and Sanitary Improvements (13-0043-EN)**

**CONTRACTOR: DAVID NELSON CONSTRUCTION CO.**

**BIDDER'S GRAND TOTAL: \$ : 11,409,129.66** 143,90 (Numbers)

**BIDDERS GRAND TOTAL:** Eleven Million, Four Hundred and Nine Thousand, One Hundred ~~Twenty Nine Dollars and Sixty Six~~ Forty Three And Ninety Cents (Words)

For the purpose of the Estimated Quantities, the Contractor's attention is called to the fact that the estimate of quantities as shown on the Proposal is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. The City does not assume any responsibility that the final quantities will remain in strict accordance with estimated quantities nor shall the Contractor plead misunderstandings or deception because of such estimate of quantities or of the character or location of the work or of other conditions or situations pertaining thereto.

**13-0043-EN EAST GATEWAY STORMWATER & SANITARY SEWER IMPROVEMENTS (BID SET)**

BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
<b>100 I. GENERAL</b>				
101 MOBILIZATION	1	LS	\$ 515,000.00	\$ 515,000.00
102 MAINTENANCE OF TRAFFIC	1	LS	\$ 1,223,000.00	\$ 1,223,000.00
103 CLEARING & GRUBBING	1	LS	\$ 130,000.00	\$ 130,000.00
104 REMOVAL & REPLACEMENT OF UNSUITABLE MATERIAL (ALLOWANCE)	6,253	CY	\$ 25.00	\$ 156,325.00
105 EROSION & SEDIMENTATION CONTROL INCL. SILT FENCE & INLET PROTECTION	1	LS	\$ 105,000.00	\$ 105,000.00
106 FLOATING TURBIDITY BARRIER	1	LS	\$ 7,500.00	\$ 7,500.00
107 TREE BARRICADES	1	LS	\$ 30,000.00	\$ 30,000.00
108 ROOT PRUNING	1	LS	\$ 20,000.00	\$ 20,000.00
109 TREE REMOVAL (ALLOWANCE); 4" < DIA. ≤ 12"	1	EA	\$ 300.00	\$ 300.00
110 TREE REMOVAL (ALLOWANCE); 12" < DIA. ≤ 24"	7	EA	\$ 1,000.00	\$ 7,000.00
111 TREE REMOVAL (ALLOWANCE); 24" < DIA. ≤ 40"	4	EA	\$ 4,000.00	\$ 16,000.00
112 PALM TREE REMOVAL (ALLOWANCE)	8	EA	\$ 250.00	\$ 2,000.00
113 14" ROADWAY BASE	37,340	SY	\$ 36.00	\$ 1,344,240.00
114 CONST MODIFIED CURB (CITY INDEX NO. 101)	13,410	LF	\$ 22.00	\$ 295,020.00
115 CONST STRAIGHT CURB (CITY INDEX NO. 101)	460	LF	\$ 22.00	\$ 10,120.00
116 CONST TYPE 1 CURB (CITY INDEX NO. 101)	6,410	LF	\$ 24.00	\$ 153,840.00
117 CONST VALLEY CURB (CITY INDEX NO. 101)	9,340	LF	\$ 22.00	\$ 205,480.00
118 4" CONCRETE SIDEWALK (INCLUDES CURB RAMPS)	5,000	SF	\$ 10.00	\$ 50,000.00
119 DETECTABLE WARNING STRIP	2	EA	\$ 350.00	\$ 700.00
120 CONCRETE DRIVEWAY RESTORATION	1,800	SY	\$ 65.00	\$ 117,000.00
121 ASPHALT DRIVEWAY RESTORATION	1,600	SY	\$ 45.00	\$ 72,000.00
122 SODDING	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal General				\$ 4,510,525.00
123 General Contingency 10%	1	LS		\$ 451,052.50
Total General				<u>\$ 4,961,577.50</u>
<b>200 II. STORMWATER</b>				
201 F&I 10" PVC SDR35	12	LF	\$ 57.00	\$ 684.00
202 F&I 12" CMP	15	LF	\$ 67.00	\$ 1,005.00
203 F&I 12" PVC	10	LF	\$ 60.00	\$ 600.00
204 F&I 15" RCP CL3	3,800	LF	\$ 42.00	\$ 159,600.00
205 F&I 18" RCP CL3	1,000	LF	\$ 46.00	\$ 46,000.00
206 F&I 24" RCP CL3	3,600	LF	\$ 60.00	\$ 216,000.00
207 F&I 30" RCP CL3	1,500	LF	\$ 88.00	\$ 132,000.00
208 F&I 36" RCP CL3	1,000	LF	\$ 118.00	\$ 118,000.00
209 F&I 38" x 24" ERCP	80	LF	\$ 100.00	\$ 8,000.00
210 F&I 42" DIA MH (FDOT 200)	9	EA	\$ 2,500.00	\$ 22,500.00
211 F&I 48" DIA MH (FDOT 200)	13	EA	\$ 2,500.00	\$ 32,500.00
212 F&I 48"x48" JUNCTION BOX (FDOT 200)	4	EA	\$ 3,800.00	\$ 15,200.00
213 F&I 60" DIA MH (FDOT 200)	21	EA	\$ 4,100.00	\$ 86,100.00
214 F&I 60"x60" JUNCTION BOX (FDOT 200)	1	EA	\$ 3,850.00	\$ 3,850.00
215 F&I 72" DIA MH (FDOT 200)	6	EA	\$ 4,550.00	\$ 27,300.00
216 F&I FDOT 221 TYPE V	11	EA	\$ 3,500.00	\$ 38,500.00
217 F&I FDOT 232 TYPE E (MODIFIED) (FDOT 200 ALT A, 72" DIA)	2	EA	\$ 5,300.00	\$ 10,600.00
218 F&I WING INLET - LT (TYPE I CURB)	1	EA	\$ 4,000.00	\$ 4,000.00
219 F&I WING INLET - RT (TYPE I CURB)	3	EA	\$ 4,000.00	\$ 12,000.00
220 F&I WING INLET - DBL (VALLEY CURB)	3	EA	\$ 4,000.00	\$ 12,000.00
221 F&I WING INLET - DBL (FDOT 200 ALT A, 48" DIA TYPE P) (VALLEY CURB)	2	EA	\$ 4,100.00	\$ 8,200.00
222 F&I WING INLET - DBL (FDOT 200 ALT A, 72" DIA TYPE J) (VALLEY CURB)	1	EA	\$ 6,000.00	\$ 6,000.00

# 13-0043-EN EAST GATEWAY STORMWATER & SANITARY SEWER IMPROVEMENTS (BID SET)

BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
223 F&I WING INLET - LT (VALLEY CURB)	32	EA	\$ 4,000.00	\$ 128,000.00
224 F&I WING INLET - LT (FDOT 200 ALT A, 48" DIA TYPE P) (VALLEY CURB)	1	EA	\$ 4,000.00	\$ 4,000.00
225 F&I WING INLET - LT (FDOT 200 ALT A, 60" DIA TYPE J) (VALLEY CURB)	1	EA	\$ 5,300.00	\$ 5,300.00
226 F&I WING INLET - RT (VALLEY CURB)	33	EA	\$ 4,000.00	\$ 132,000.00
227 F&I WING INLET - RT (FDOT 200 ALT A, 48" DIA TYPE P) (VALLEY CURB)	4	EA	\$ 4,000.00	\$ 16,000.00
228 F&I WING INLET - RT (FDOT 200 ALT A, 60" DIA TYPE J) (VALLEY CURB)	1	EA	\$ 5,300.00	\$ 5,300.00
229 F&I WING INLET - RT (FDOT 200 ALT A, 72" DIA TYPE J) (VALLEY CURB)	1	EA	\$ 5,900.00	\$ 5,900.00
230 F&I WING INLET - RT (FDOT 200 ALT B, 42"x42" TYPE P) (VALLEY CURB)	2	EA	\$ 4,200.00	\$ 8,400.00
231 F&I WING INLET - RT (FDOT 200 ALT B, 48"x48" TYPE P) (VALLEY CURB)	1	EA	\$ 4,300.00	\$ 4,300.00
232 F&I TYPE F WING INLET - LT	1	EA	\$ 4,000.00	\$ 4,000.00
233 F&I TYPE F WING INLET - DBL	1	EA	\$ 4,000.00	\$ 4,000.00
234 F&I WING INLET - LT (5'-4" DBL BOX) (VALLEY CURB)	1	EA	\$ 5,900.00	\$ 5,900.00
235 F&I WING INLET - RT (5'-4" DBL BOX) (VALLEY CURB)	1	EA	\$ 5,900.00	\$ 5,900.00
236 F&I U-TYPE ENDWALL (FDOT 264)	1	EA	\$ 11,000.00	\$ 11,000.00
237 F&I BAFFLE BOX (SUNTREE NSBB-5-10.5-101)	1	EA	\$ 68,000.00	\$ 68,000.00
238 F&I BAFFLE BOX (SUNTREE NSBB-6-12-87)	1	EA	\$ 86,000.00	\$ 86,000.00
239 F&I BAFFLE BOX (SUNTREE NSBB-6-12-89)	1	EA	\$ 82,000.00	\$ 82,000.00
240 F&I BAFFLE BOX (SUNTREE NSBB-6-12-92)	1	EA	\$ 95,000.00	\$ 95,000.00
241 F&I BAFFLE BOX (SUNTREE NSBB-8-14-97)	1	EA	\$ 110,000.00	\$ 110,000.00
242 CONNECT PROPOSED STORM TO EXISTING (ALLOWANCE)	30	EA	\$ 650.00	\$ 19,500.00
243 CUT OUTFALLS INTO CONC. EMBANKMENTS, CONNECT PIPE, & REPAIR OPENINGS	1	LS	\$ 20,000.00	\$ 20,000.00
244 DEMO & DISPOSE EXISTING STORM PIPE: DIA ≤12"	3,421	LF	\$ 15.00	\$ 51,315.00
245 DEMO & DISPOSE EXISTING STORM PIPE: 12"<DIA ≤18"	4,082	LF	\$ 18.00	\$ 73,476.00
246 DEMO & DISPOSE EXISTING STORM PIPE: 18"<DIA ≤30"	553	LF	\$ 24.00	\$ 13,272.00
247 DEMO & DISPOSE EXISTING STORM STRUCTURES	90	EA	\$ 300.00	\$ 27,000.00
248 FLOWABLE FILL (ABANDONED FEATURES)	30	CY	\$ 320.00	\$ 9,600.00
249 DRAINAGE DIVERSION, TEMPORARY	1	LS	\$ 30,000.00	\$ 30,000.00
Subtotal Stormwater				\$ 1,985,802.00
250 Stormwater Contingency 10%	1	LS		\$ 198,580.20
Total Stormwater				\$ 2,184,382.20
<b>300 III. POTABLE WATER</b>				
301 F&I 6" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	300	LF	\$ 45.00	\$ 13,500.00
302 F&I 16" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, COUPLES & BENDS	40	LF	\$ 150.00	\$ 6,000.00
303 F&I 20" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, COUPLES & BENDS	1,500	LF	\$ 125.00	\$ 187,500.00
304 F&I 16" RESTRAINTS; EXISTING PIPE ONLY	250	LF	\$ 63.00	\$ 15,750.00
305 F&I 20" RESTRAINTS; EXISTING PIPE ONLY	300	LF	\$ 85.00	\$ 25,500.00
306 F&I 4" WM OFFSET/DEFLECTION (INCLUDES EXCAVATION, BACKFILL, LINE STOPS, PIPE, POLY WRAP, RESTRAINTS, INSTALLATION, FITTINGS, RESTRAINT OF EXISTING PIPE)	2	EA	\$ 8,000.00	\$ 16,000.00
307 F&I 6" WM OFFSET/DEFLECTION (INCLUDES EXCAVATION, BACKFILL, LINE STOPS, PIPE, POLY WRAP, RESTRAINTS, INSTALLATION, FITTINGS, RESTRAINT OF EXISTING PIPE)	18	EA	\$ 15,000.00	\$ 270,000.00
308 F&I 6" GV W/ BOX (CITY 402) (ALLOWANCE) (AS DIRECTED BY CITY)	9	EA	\$ 1,500.00	\$ 13,500.00
309 F&I 8" GV W/ BOX (CITY 402) (ALLOWANCE) (AS DIRECTED BY CITY)	2	EA	\$ 1,900.00	\$ 3,800.00
310 F&I 12" GV W/ BOX (CITY 402) (ALLOWANCE) (AS DIRECTED BY CITY)	2	EA	\$ 2,750.00	\$ 5,500.00
311 F&I 20" GV w/ BOX (CITY 402)	3	EA	\$ 15,000.00	\$ 45,000.00
312 F&I TEMP 6" BLOW-OFF AND SAMPLE TAP; INCLUDING APPURTENANCES, FITTINGS, BENDS, & REMOVAL	1	LS	\$ 5,000.00	\$ 5,000.00
313 F&I TEMP 8" DIP WM, RJ (SUPPLY); INCLUDING APPURTENANCES, FITTINGS, BENDS, & REMOVAL	1	LS	\$ 8,000.00	\$ 8,000.00
314 F&I 16" LINE STOP (ALLOWANCE)	1	EA	\$ 15,000.00	\$ 15,000.00
315 F&I 20" LINE STOP	2	EA	\$ 22,000.00	\$ 44,000.00
316 F&I 2" AIR VALVE (VAL-MATIC VMC-38VC), INCLUDING APPURTENANCES, FITTINGS, BENDS, & CONC. PAD.	2	EA	\$ 5,750.00	\$ 11,500.00
317 F&I 5 1/4" HYDRANT (CITY 402)	2	EA	\$ 4,100.00	\$ 8,200.00
318 F&I BLOW OFF (CITY 404)	1	EA	\$ 2,100.00	\$ 2,100.00
319 F&I TEMP B.O. / S. TAP (CITY 408); INCLUDING APPURTENANCES, FITTINGS, BENDS, & REMOVAL	3	EA	\$ 1,250.00	\$ 3,750.00

# 13-0043-EN EAST GATEWAY STORMWATER & SANITARY SEWER IMPROVEMENTS (BID SET)

	BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
320	F&I TEMP CL <sub>2</sub> TAP (CITY 408); INCLUDING APPURTENANCES, FITTINGS, BENDS, & REMOVAL	3	EA	\$ 450.00	\$ 1,350.00
321	DEMO & DISPOSE EXISTING WM; OTHER THAN A-C WM	748	LF	\$ 12.00	\$ 8,976.00
322	DEMO & DISPOSE EXISTING 20" A-C WM (INCLUDES FDEP ASBESTOS REMOVAL PERMIT)	845	LF	\$ 37.00	\$ 31,265.00
323	REMOVE & REPLACE POTABLE WATER SERVICE CONNECTION (ALLOWANCE)	244	EA	\$ 550.00	\$ 134,200.00
324	RELOCATE EXISTING METER (ALLOWANCE) (BY CITY ONLY)	30	EA	\$ 275.00	\$ 8,250.00
325	FLOWABLE FILL (ABANDONED FEATURES)	80	CY	\$ 270.00	\$ 21,600.00
326	CONST. THRUST COLLAR	1	LS	\$ 7,000.00	\$ 7,000.00
	Subtotal Potable Water			912,241.00	\$ 912,228.05
327	Potable Water Contingency 10%	1	LS	91,224.10	\$ 91,222.81
	Total Potable Water			1,003,465.10	\$ 1,003,450.86
<b>400 IV. SANITARY SEWER</b>					
401	F&I 8" PVC SDR 35	11,631	LF	\$ 45.00	\$ 523,395.00
402	F&I 8" PVC SDR 26	980	LF	\$ 56.00	\$ 54,880.00
403	F&I 48" DIA MH	67	EA	\$ 4,200.00	\$ 281,400.00
404	F&I 48" DIA MH w/ OUTSIDE DROP	5	EA	\$ 7,000.00	\$ 35,000.00
405	DEMO & DISPOSE EXISTING SANITARY PIPE	12,611	LF	\$ 26.00	\$ 327,886.00
406	DEMO & DISPOSE EXISTING SANITARY STRUCTURES	57	EA	\$ 650.00	\$ 37,050.00
407	FLOWABLE FILL FOR ABANDONED SANITARY SEWER PIPES	25	CY	\$ 300.00	\$ 7,500.00
408	SANITARY SEWER BYPASS	1	LS	\$ 300,000.00	\$ 300,000.00
409	REMOVE & REPLACE SANITARY LATERALS (CITY 305)	50	EA	\$ 1,100.00	\$ 55,000.00
410	REMOVE & REPLACE SANITARY LATERALS (CITY 305) (ALLOWANCE)	190	EA	\$ 1,000.00	\$ 190,000.00
411	CONFLICT STRUCTURE (ALLOWANCE)	7	EA	\$ 5,000.00	\$ 35,000.00
412	MODIFY EXISTING MANHOLE (ALLOWANCE)	5	EA	\$ 1,250.00	\$ 6,250.00
413	MODIFY EXISTING MANHOLE INCLUDING OUTSIDE DROP (ALLOWANCE)	3	EA	\$ 1,400.00	\$ 4,200.00
414	CONC. ENCASE EX. 24" PVC (AS DIRECTED BY CITY)	50	LF	\$ 300.00	\$ 15,000.00
	Subtotal Sanitary Sewer				\$ 1,872,561.00
415	Sanitary Sewer Contingency 10%	1	LS		\$ 187,256.10
	Total Sanitary Sewer				\$ 2,059,817.10
<b>500 V. RECLAIMED WATER</b>					
501	F&I 6" RCWM OFFSET/DEFLECTION (INCLUDES EXCAVATION, BACKFILL, PIPE, POLY WRAP, RESTRAINTS, INSTALLATION, FITTINGS, RESTRAINT OF EXISTING PIPE)	1	EA	\$ 2,850.00	\$ 2,850.00
502	F&I 16" RCWM OFFSET/DEFLECTION (INCLUDES EXCAVATION, BACKFILL, PIPE, POLY WRAP, RESTRAINTS, INSTALLATION, FITTINGS, RESTRAINT OF EXISTING PIPE)	4	EA	\$ 20,000.00	\$ 80,000.00
503	F&I 20" RCWM OFFSET/DEFLECTION (INCLUDES EXCAVATION, BACKFILL, PIPE, POLY WRAP, RESTRAINTS, INSTALLATION, FITTINGS, RESTRAINT OF EXISTING PIPE)	1	EA	\$ 23,000.00	\$ 23,000.00
504	16" GATE VALVES FOR OFFSETS (ALLOWANCE) (AS DIRECTED BY CITY)	2	EA	\$ 5,500.00	\$ 11,000.00
505	20" GATE VALVES FOR OFFSETS (ALLOWANCE) (AS DIRECTED BY CITY)	1	EA	\$ 11,700.00	\$ 11,700.00
506	DEMO & DISPOSE EXISTING RCWM; 16" < DIA. ≤ 20"	220	LF	\$ 21.00	\$ 4,620.00
507	REMOVE & REPLACE RECLAIM SERVICE CONNECTION (ALLOWANCE)	60	EA	\$ 550.00	\$ 33,000.00
508	RELOCATE EXISTING RECLAIM METER (ALLOWANCE) (BY CITY ONLY)	30	EA	\$ 275.00	\$ 8,250.00
	Subtotal Reclaimed Water				\$ 174,420.00
509	Reclaimed Water Contingency 10%	1	LS		\$ 17,442.00
	Total Reclaimed Water				\$ 191,862.00
<b>600 VI. SURFACE RESTORATION</b>					
601	2" ASPHALTIC CONCRETE STRUCTURAL COURSE TYPE SP-9.5	5,800	TN	\$ 118.00	\$ 684,400.00
602	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	1	LS	\$ 170,000.00	\$ 170,000.00
603	RESTORATION OF IRRIGATION SYSTEMS (WITHIN RIGHT-OF-WAY) (ALLOWANCE)	1	LS	\$ 12,000.00	\$ 12,000.00
604	RESTORATION OF FDOT RIGHT-OF-WAY @ HILLCREST & COURT (MEETING FDOT STANDARDS)	1	LS	\$ 50,000.00	\$ 50,000.00
	Subtotal Surface Restoration				\$ 916,400.00
605	Surface Restoration Contingency 10%	1	LS		\$ 91,640.00
	Total Surface Restoration				\$ 1,008,040.00
	Subtotal			10,371,949.00	\$ 10,371,936.05
	Total Contingency			1,037,194.90	\$ 1,037,193.61
	Total Contract			11,409,143.90	\$ 11,409,129.66

**13-0043-EN EAST GATEWAY STORMWATER & SANITARY SEWER IMPROVEMENTS (BID SET)**

BID ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
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THE BIDDERS'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 TABULATIN FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF TEHRE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

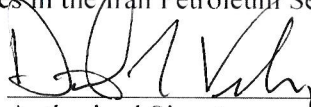
FOR YOUR CONVENIENCE, THE BID TABULATION FOR THIS PROJECT HAS BEEN PROVIDED IN PDF AND EXCEL FORMAT (WITH HIDDEN AUTOMATIC FORMULAS). YOU MAY SUBMIT EITHER FORM BUT IT MUST BE PRINTED AND INCLUDED IN YOUR FORMAL BID TO THE CITY OF CLEARWATER. EMAILED BID TABULATIONS WILL NOT BE ACCEPTED.

**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 L. Vekasi

Printed Name

Vice President

Title

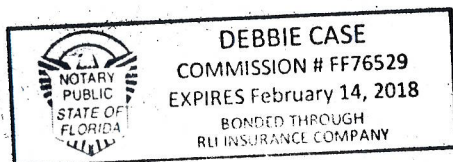
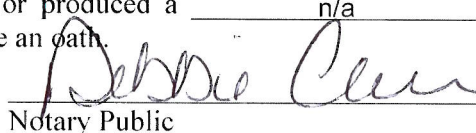
David Nelson Construction Co.

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on this 9th day of December, 20 16, by David L. Vekasi (name of person whose signature is being notarized) as the Vice President (title) of David Nelson Construction Co. (name of corporation/entity), personally known to me as described herein XX, or produced a n/a (type of identification) as identification, and who did/did not take an oath.

Notary Public

Debbie Case, Notary Public

Printed Name

My Commission Expires: \_\_\_\_\_

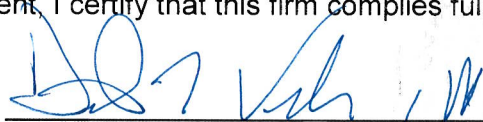
NOTARY SEAL ABOVE

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
**David Nelson Construction Co.** does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

David L. Vekasi, Vice President  
Name and Title

December 9, 2016  
Date



DAVINEL-01

JFAVA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>ASSOCIATES AGENCY, INC.</b> 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME:		
	PHONE (A/C, No, Ext): (813) 988-1234	FAX (A/C, No): (813) 988-0989	
	E-MAIL ADDRESS: certs@associatesins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Trust Ins. Co.		20141
	INSURER B : FCCI INSURANCE CO.		10178
	INSURER C : Certain Underwriters at Lloyds		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 0010298-07	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 0015954-07	05/01/2016	05/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0010683-07	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	001-WC16A-65778	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution/Profession			16-212	05/01/2016	05/01/2017	Occ \$2,000,000 Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

FOR INSURED'S FILE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

VEKASI, DAVID L  
DAVID NELSON CONST CO  
3483 ALTERNATE 19  
PALM HARBOR FL 34683

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC012229

ISSUED 06/19/2016

CERTIFIED GENERAL CONTRACTOR  
VEKASI, DAVID L  
DAVID NELSON CONST CO

IS CERTIFIED under the provisions of Ch 489 FS.  
Expiration date AUG 31, 2018 L1606190001311

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC012229	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

VEKASI, DAVID L  
DAVID NELSON CONST CO  
3483 ALTERNATE 19  
PALM HARBOR FL 34683





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

VEKASI, DAVID L  
DAVID NELSON CONSTRUCTION CO  
3483 ALTERNATE 19  
PALM HARBOR FL 34683

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STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CUC045007

ISSUED 06/19/2016

CERT UNDERGROUND & EXCAV CNTR  
VEKASI, DAVID L  
DAVID NELSON CONSTRUCTION CO

IS CERTIFIED under the provisions of Ch 489 FS.  
Expiration date: AUG 31 2018 L1606190001485

DETACH HERE

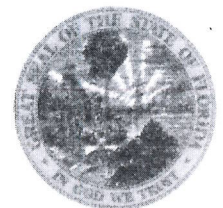
RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC045007	

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



VEKASI, DAVID L  
DAVID NELSON CONSTRUCTION CO  
3483 ALTERNATE 19  
PALM HARBOR FL 34683





*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

April 28, 2016

NELSON, DAVID, CONSTRUCTION CO.  
3483 ALTERNATE 19  
PALM HARBOR, FL 34683

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, UTILITY CONSTRUCTION, BRICK PAVERS, SIDEWALKS, PRESSURE GROUTING, CONCRETE CURBS & SEPARATORS, CONCRETE SLOPE & DITCH BOTTOM PAVING, CONCRETE RETAINING & BARRIER WALLS, STRUCTURAL CONCRETE FORM WORK, PLACEMENT AND FINISHING FOR RETAINING WALLS, SIDEWALKS AND MINOR ASPHALT FOR TRAILS.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

NELSON, DAVID, CONSTRUCTION CO.  
April 28, 2016  
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

**Alan D Autry**

Alan Autry, Manager  
Contracts Administration Office

Digitally signed by Alan D Autry  
DN: c=US, o=IdenTrust ACES Business Representative,  
ou=FLORIDA DEPARTMENT OF TRANSPORTATION,  
cn=Alan D Autry,  
0.9.2342.19200300.100.1.1=A01097C0000014DE2B739  
1B00004776  
Date: 2016.04.29 10:51:32 -04'00'

AA:cj



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230427

Certificate No. 006919764

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kevin Wojtowicz, John R. Neu, Laura Mosholder, Tracey C. Brown, David R. Turcios, and Jessica P. Reno

of the City of St. Petersburg, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of August, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

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

On this the 2nd day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 1st day of December, 2016

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.