

SECTION V

CONTRACT DOCUMENTS

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PUBLIC CONSTRUCTION BOND

(1)

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

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

CONTRACTOR

[Central Florida Contractors, Inc]
P.O. Box 3987
Seminole, FL 33775
727-596-0708

SURETY

Developers Surety and Indemnity Co. City of Clearwater
100 2nd Ave. S. St. Petersburg, FL
[phone number]

OWNER

Engineering Department
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 562-4747

PROJECT NAME: 2017 SIDEWALK CONSTRUCTION PROJECT

PROJECT NO.: 16-0016-EN

PROJECT DESCRIPTION: The 2017 SIDEWALK Construction Project provides for sidewalk and ADA ramp improvements in the Clubhouse Drive, Winding Woods Drive, Enterprise Road and Drew Street area of Clearwater.

BY THIS BOND, We [Central Florida Contractors, Inc.], as Contractor, and [surety], a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$[527,468.98], 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 [execution date], between Contractor and Owner for construction of 2016 Sidewalk Construction Contract, 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).

[Central Florida Contractors, Inc.]

By: _____

Title: _____

Print Name: _____

WITNESS:

Corporate Secretary or Witness

Print Name: _____

(affix corporate seal)

WITNESS:

Print Name: _____

[Leave blank for Name of 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 Central Florida Contractors Inc, of the City of Clearwater County of Pinellas and State of Florida, hereinafter designated as the "Contractor".

WITNESSETH:

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

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

PROJECT NAME: 2017 SIDEWALK Construction Project

PROJECT NO.: 16-0016-EN

in the amount of \$ 527,468.98

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)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2014), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Clearwater in a format that is compatible with the information technology systems of the City of Clearwater.

CONTRACT

(4)

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, 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 Corporation,
Partnership, Company or Individual.)

Jeff *president*
Central Florida Contractors Inc
(Contractor)

By: _____ (SEAL)
Print Name: *George Gomez*
Title: *President*

(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.)

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater
Engineering Dept.
100 S. Myrtle Ave.
Clearwater, FL 33756

PROJECT NAME: 2017 SIDEWALK Construction
PROJECT NO.: 16-0016-EN
CONTRACT DATE: [REDACTED]
BOND NO.: [REDACTED], recorded in O.R. Book
[REDACTED], Page [REDACTED], of the Public Records of
Pinellas County, Florida.

CONTRACTOR: [REDACTED] Contractors, Inc.

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:

[Developers Surety and Indemnity Company]
100 2nd Ave. South.
[St. Petersburg, FL 33701]

on bond of

,SURETY,

[Central Florida Contractors, Inc.
P.O Box 3987
Seminole, FL 33775]

,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 Department
100 S. Myrtle Ave.
Clearwater, FL 33756

as set forth in said Surety's bond.

,OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand this [REDACTED] day of [month], [year]

(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, Central Florida Contractors, Inc.
_____ as Contractor, and Developers Surety and Indemnity Company
_____ as Surety, whose address is 100 2nd Ave. South, St. Pete, FL 33701
_____, are held and firmly bound unto the
City of Clearwater, Florida, in the sum of Ten Percent of Amount Bid in U.S.----- 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 Central Florida Contractors, Inc.
_____ as Contractor, and Developers Surety and Indemnity Company _____ as Surety,
for work specified as: 2017 Sidewalk Construction; Bid No.: 16-0016-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 19th day of January, 20 17.

(Principal must indicate whether corporation,
partnership, company or individual)

Central Florida Contractors, Inc.

a Florida Corporation

Principal

By: [Signature]

Title

Developers Surety and Indemnity Company

[Signature]
Surety

David B. Shick, Attorney-in-Fact and Licensed
Florida Resident Agent #A241176

(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).

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Piellas)

George Gomes being duly sworn, deposes and says that he/she is
Secretary of Central Florida Contractors
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having
its principal office at:

13345 Pine Bark Court
(Street & Number)

Largo
(City)

Piellas
(County)

FL
(State)

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

Affiant further says that George Gomes is President
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for City of Clearwater
or said corporation by virtue of By Laws

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

George Gomes President
Central Florida Contractors
Affiant

Sworn to before me this 15th day of January, 2012

[Signature]
Notary Public



Type/print/stamp name of Notary

Title or rank, and Serial No., if any

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Piñella)

George Homer being, first duly sworn, deposes and says that he is
President of Central Florida Contractors Inc

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

[Signature]
Affiant

Sworn to and subscribed before me this 18th day of January, 2017

[Signature]
Notary Public



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

2017 SIDEWALK CONSTRUCTION PROJECT (#16-0016-EN)

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

2017 SIDEWALK CONSTRUCTION PROJECT (#16-0016-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

(2)

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

Attached hereto is a bond or certified check on Bid Bond
_____ Bank, for the sum of 10%
(\$ 50,877.42)
(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, material, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

George Gomes

13345 Pine Bark Court
Largo, FL 33774

Signature of Bidder: 

President

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

Central Florida Contractors
Incorporated

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: George Gomez

By: George Gomez Title: President

Business Address of Bidder: 13345 Pine Bark Court

City and State: Largo, FLORIDA Zip Code 33774

Dated at January, this 18th day of January, A.D., 2017
Central Florida Contractors
Off. c

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: 2017 SIDEWALK CONSTRUCTION PROJECT (#16-0016-EN)

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

Addendum No. 1 Date: 12/21/16

Addendum No. 2 Date: 1/12/17

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: _____

Central Florida Contractors Inc
(Name of Bidder)

[Signature]
(Signature of Officer)

President
(Title of Officer)

1/17/17
(Date)

BIDDER'S PROPOSAL

PROJECT: 2017 SIDEWALKS CONSTRUCTION PROJECT (PROJECT #16-0016-EN)

CONTRACTOR: Central Florida Contractors Inc

BIDDER'S GRAND TOTAL: 508,111.11 527,468.98 (Numbers) (69)

BIDDER'S GRAND TOTAL: Five Hundred Twenty Seven Thousand Four Hundred Sixty Eight and 98 (Words) (69)
Five hundred eight thousand seven hundred seventy one and seventy seven cents

BID ITEM	UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
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New Sidewalk

1.0	Mobilization and Site Preparation				
1.1	Maintenance of Traffic	LS	1	9,000.00	9,000.00
1.2	Mobilization (5%)	LS	1	6,000.00	6,000.00
1.3	Demolition (5%)	LS	1	8,000.00	8,000.00
1.4	Erosion and Sediment Control	LS	1	3,000.00	3,000.00
1.5	Root Pruning	LF	558	5.00	2,790.00
1.6	Sprinklers (Yard Frontage) (Section IVa)	LF	500	7.00	3,500.00
1.7	Sod (if needed)	SF	200	4.00	800.00
1.8	Project Sign (portable)	LS	1	1,000.00	1,000.00
1.9	Tree Removal	EA	5	800.00	4,000.00
Subtotal- Mobilization and Site Preparation					38,090.00

0	New Sidewalk				
2.1	4" Thick Concrete Sidewalk (3000 psi w/ fiber mesh)	SF	5983	5.00	29,915.00
2.2	6" Thick Concrete Sidewalk (3000psi w/fiber mesh) @ 5' Wide	SF	1380	6.00	8,280.00
2.3	6" thick concrete driveway (3000 psi w/fiber mesh reinforcing & wwff)	SF	735	6.00	4,410.00
2.5	ADA mat only (detectable warning surface installed on existing conc.)	EA	63	230.00	14,490.00
2.6	ADA ramps with mat FDOT 304, CR-E, CR-F, CR-L & City Index 109	EA	24	1,000.00	24,000.00
2.7	ADA ramps with modified valley gutter (See Detail)	EA	46	1,000.00	46,000.00
2.8	Remove & Construct transition curb as required (ADA ramps)	LF	142	18.00	2,556.00
2.9	City Valley Gutter Curb	LF	115	18.00	2,070.00
Subtotal - New Sidewalk					131,721.00

3.0	Paving				
3.1	1.5" FDOT Type S Asphalt	SY	1480	24.00	35,520.00
3.2	4" Crushed Conc Base	SY	1480	18.00	26,640.00
Subtotal - Paving					62,160.00

	New Sidewalk Subtotal			<u>231,971.10</u>	<u>131,721.00</u>
3.3	New Sidewalk Contingency 10%	LS	1	<u>23,197.10</u>	<u>13,172.10</u>
	New Sidewalk Total			<u>255,168.10</u>	<u>144,893.00</u>

Repair and Replace Sidewalk					
4.0	Repair and Replacement Sidewalk				
4.1	4" Thick Concrete sidewalk (3000 psi w/ fiber mesh)	SF	19287	4.75	91,613.25
4.2	4" Thick concrete sidewalk Construction with Tree Protection (See Detail)	SF	7284	7.75	56,451.00
4.3	6" Thick Concrete Sidewalk (3000psi w/fiber mesh & wwff)	SF	220	6.00	1,320.00
4.4	4" Thick concrete sidewalk repair with root pruning	SF	2232	6.00	13,392.00
4.5	ADA ramps with modified valley gutter (See Detail)	EA	6	1,000.00	6,000.00
4.6	Remove & Construct transition curb as required (ADA ramps)	LF	15	18.00	270.00
Subtotal Repair and Replacement Sidewalk			(176) 169,046.25		169,064.25
5.0	Curb				
5.1	Modified Curb	LF	1250	18.00	22,500.00
5.2	Valley Curb	LF	1250	18.00	22,500.00
5.3	Type 1 curb	LF	750	18.00	13,500.00
5.4	12" Stabilized subgrade (LBR40)	SY	1000	20.00	20,000.00
Subtotal Curb					78,500.00
	Repair and Replace Sidewalk Subtotal			247,546.25	169,064.25
5.5	Repair and Replace Sidewalk Contingency 10%	LS	1	24,754.63	16,064.42
	Repair and Replace Sidewalk Total			272,300.88	185,970.87
	Subtotal		479,517.25	479,535.25	479,535.25
	Total Contingency			47,951.73	29,236.52
	Total Contract			527,468.98	508,771.77
	Total Contract			527,468.98	508,771.77

**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

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (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.

Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

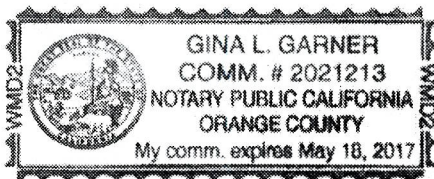
By: *Gregg N. Okura*
Gregg N. Okura, Vice-President



State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gina L. Garner*
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of January, 2017.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary