

SECTION V

CONTRACT DOCUMENTS

Table of Contents

PUBLIC CONSTRUCTION BOND	1
CONTRACT.....	3
CONSENT OF SURETY TO FINAL PAYMENT	7
PROPOSAL/BID BOND.....	8
AFFIDAVIT	9
NON COLLUSION AFFIDAVIT.....	10
PROPOSAL.....	11
CITY OF CLEARWATER ADDENDUM SHEET	13
BIDDER’S PROPOSAL.....	14
SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM.....	18

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

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

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

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
<u>Viktor Construction Corp.</u>	<u>[name]</u>	City of Clearwater Parks & Recreation 100 S. Myrtle Avenue Clearwater, FL 33756 (727) 562-4856
<u>PO Box 1366</u>	<u>[principal business address]</u>	
<u>Tarpon Springs, FL 34688</u>		
<u>727-741-7200</u>	<u>[phone number]</u>	

**PROJECT NAME: SPECTRUM FIELD STRUCTURAL CONCRETE REPAIRS
& PAINTING OF EXPOSED STEEL
PROJECT NO.: 16-0023-PR-A**

PROJECT DESCRIPTION: Repair of structural concrete and painting of exposed steel located at 601 Old Coachman Road North, Clearwater, Florida 33765.

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 \$272,250.00 - Alternate Bid \$14,685.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated _____, between Contractor and Owner for construction of **SPECTRUM FIELD STRUCTURAL CONCRETE REPAIRS & PAINTING OF EXPOSED STEEL**, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

Viktor Construction Corp.

By: _____
 Title: _____
 Print Name: _____

WITNESS:

WITNESS:

 Corporate Secretary or Witness
 Print Name: _____

 Print Name: _____

(affix corporate seal)

(Corporate Surety)

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

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 20__ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____ County of _____ and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

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

WITNESSETH:

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

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

**PROJECT NAME: SPECTRUM FIELD STRUCURAL CONCRETE REPAIRS
& PAINTING OF EXPOSED STEEL
PROJECT NO.: 16-0023-PR-A**

in the amount of Base Bid \$272,250.00 - Alternate Bid \$14,685.00

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

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

CONTRACT

(2)

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

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

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

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

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

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS 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:

CONTRACT

(4)

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.

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

(Contractor)

By: _____ (SEAL)
Print Name: _____
Title: _____

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

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater **PROJECT NAME: Spectrum Field Structural Concrete
Repairs & Painting of Exposed Steel**
Parks & Recreation **PROJECT NO.: 16-0023-PR-A**
100 S. Myrtle Ave. **CONTRACT DATE: []**
Clearwater, FL 33756 **BOND NO. : [], recorded in O.R. Book [],
Page [], of the Public Records of Pinellas County, Florida.**

CONTRACTOR: Viktor Construction Corp.

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

Viktor Construction Corp.

PO Box 1366

Tarpon Springs, FL 34688

,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

Parks & Recreation Department

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, Viktor Construction Corporation
 _____ as Contractor, and American Contractors Indemnity Company
 _____ as Surety, whose address is 801 S. Figueroa St. Suite 700
Los Angeles, CA 90017, are held and firmly bound unto the City
 of Clearwater, Florida, in the sum of Sixty Thousand and no/100 Dollars
 (\$ 60,000.00) (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 Viktor Construction Corporation,
 _____ as Contractor, and American Contractors Indemnity Company as Surety,
 for work specified as: Spectrum Field Structural Conral Concrete Repairs & Painting of
Exposed Steel Project No. 16-0023-PR-A

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

Principal must indicate whether:

☒ Corporation, ☐ Partnership, ☐ Company, or ☐ Individual

Signed this 31st day of August, 20 17.Viktor Construction Corporation

Contractor

Principal

By: Bradford J. Quiri Attorney-In-Fact

Title

American Contractors Indemnity Company
 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.

AFFIDAVIT

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

STATE OF FLORIDA FL)COUNTY OF PINELLAS

IRENE RINIOS, being duly sworn, deposes and says that he she is
 Secretary of VIKTOR CONSTRUCTION CORP
 a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
 principal office at:

383 BANANA ST TARPON SPRINGS PINELLAS FL
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of

VIKTOR CONSTRUCTION CORP
 (Name of Corporation)

Affiant further says that NIKITAS KAVOUKLIS is PRESIDENT
 (Officer's Name) (Title)

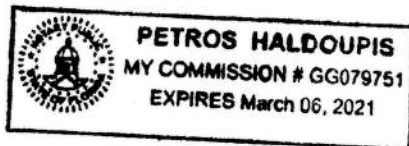
of the corporation, is duly authorized to sign the Proposal for VIKTOR CONSTRUCTION CORP
 or said corporation by virtue of _____

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

IRENE RINIOS / Irene Rinios

NIKITAS KAVOUKLIS / Nikitas Kavouklis
 Affiant

Sworn to before me this 31 day of AUGUST, 2018.



Petros Haldoupis
 Notary Public

PETROS HALDOUPIS
 Type/print/stamp name of Notary

NOTARY PUBLIC
 Title or rank, and Serial No., if any

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA FL)

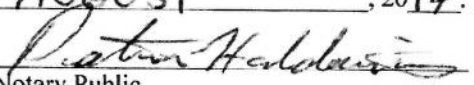
COUNTY OF PINELLAS)

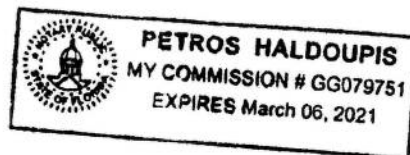
NIKITAS KAVOOKLIS being, first duly sworn, deposes and says that he is

PRESIDENT of VIKTOR CONSTRUCTION CORP.
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

Sworn to and subscribed before me this 31 day of AUGUST, 2017.


Notary Public



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

SPECTRUM FIELD STRUCTURAL CONCRETE REPAIRS
& PAINTING OF EXPOSED STEEL
CONTRACT 16-0023-PR-A

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

SPECTRUM FIELD STRUCTURAL CONCRETE REPAIRS
& PAINTING OF EXPOSED STEEL
CONTRACT 16-0023-PR-A

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

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

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

PROPOSAL

(2)

Attached hereto is a bond or certified check on _____

_____ Bank, for the sum of _____

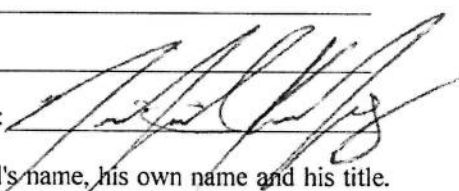
SIXTY THOUSAND DOLLARS (\$ 60,000.00)
(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

NIKITAS KAVOUKLIS / PRESIDENT 383 BANANA ST. T.S., FL 34689IRENE RINIOS / SECRETARY 383 BANANA ST, T.S., FL 34689Signature of Bidder: 

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: NIKITAS KAVOUKLISBy:  Title: PRES.Company Legal Name: VIKTOR CONSTRUCTION CORP

Doing Business As (if different than above): _____

Business Address of Bidder: 383 BANANA ST.City and State: TARPON SPRINGS, FL Zip Code 34689Phone: 727-741-7200 Email Address: viktorconstruction@hotmail.comDated at 11:08 AM, this 31 day of AUGUST, A.D., 2017

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: SPECTRUM FIELD STRUCTURAL CONCRETE REPAIRS & PAINTING OF EXPOSED STEEL CONTRACT 16-0023-PR-A

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

Addendum No. <u>1</u>	Date: <u>08/4/2017</u>
Addendum No. <u>2</u>	Date: <u>08/10/2017</u>
Addendum No. <u>3</u>	Date: <u>08/14/2017</u>
Addendum No. <u>4</u>	Date: <u>08/17/2017</u>
Addendum No. <u>5</u>	Date: <u>08/23/2017</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

VIKTOR CONSTRUCTION CORP
 (Name of Bidder)

[Signature]
 (Signature of Officer)

PRESIDENT
 (Title of Officer)

08/30/2017
 (Date)

BIDDER'S PROPOSAL**PROJECT: SPECTRUM FIELD STRUCTURAL CONCRETE REPAIRS & PAINTING OF EXPOSED STEEL CONTRACT 16-0023-PR-A****ITEM****TOTAL**

NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
-----	-------------	------	------	------------	-------------

Contractor shall provide labor, equipment, materials and insurances as necessary for structural concrete repairs and painting of exposed steel as shown on the contract documents and provide a complete system to the satisfaction of the Owner. Contractor shall submit 10 day notice to Pinellas County Air Quality there is no asbestos on project as stated on Greenfield Environmental Report, shall provide all necessary items for a complete and those items not listed shall be included somewhere in the bid items listed below:

I. BASE BID:**01. General Conditions:**

a.	Permits	1	LS	LS	N/A
b.	Mobilization	1	LS	LS	\$15,000
c.	Conduct survey	1	LS	LS	\$2,000
d.	Equipment	1	LS	LS	\$10,000
e.	Protect existing surfaces	1	LS	LS	\$5,000
f.	Supervision	1	LS	LS	\$30,000
g.	10 day notice to Pinellas Co Air Quality	1	LS	LS	\$1,000

02. Demolition:

a.	Dispose of materials (closed containment)	1	LS	LS	\$4,000
b.	Dust control	1	LS	LS	\$2,000

03. Concrete Repairs:

a.	Concrete spalls (form & pour)	20	CF	\$500.	\$10,000
b.	Concrete repair at decks	5	CF	\$500.	\$2,500
c.	Crack repair by epoxy injection	200	LF	\$50.	\$10,000
d.	Crack repair by rout and seal w/silicone	300	LF	\$20.	\$6,000
e.	Sidewalk replacement	100	SF	\$90.	\$9,000
f.	Repair post pockets	50	EA	\$100.	\$5,000

04. Masonry Repairs

a.	Re-point masonry joints	200	LF	\$20.	\$4,000
b.	Repair wall units at retaining wall	10	SF	\$300.	\$3,000

BIDDER'S PROPOSAL CONTINUED...

PROJECT: SPECTRUM FIELD
 STRUCUTRAL CONCRETE REPAIRS & PAINTING OF EXPOSED STEEL
 CONTRACT 16-0023-PR-A

ITEM TOTAL NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
----------------------	-------------	------	------	---------------	----------------

05. Painting (bidders to advise the paint manufacturer included in their bid)

a.	Painting all steel surfaces	1	LS	LS	\$116,000
----	-----------------------------	---	----	----	-----------

b.	Paint HM doors/frames	1	LS	LS	See Alt
----	-----------------------	---	----	----	---------

06.	Cleanup and demobilization	1	LS	LS	\$2,000
-----	----------------------------	---	----	----	---------

07.	Closeout documents	1	LS	LS	\$1,000
-----	--------------------	---	----	----	---------

08.	Bid bond/performance bond fees	1	LS	LS	\$10,000
-----	--------------------------------	---	----	----	----------

09. Sub Total lines 01 - 08 above

(N.K.) \$247,500 \$251,500

10. 10% Contingency of line 09

10% Contingency shall be utilized only upon written request by the contractor for additional scope of work not included in the bill of quantities to the Owner, written approval by the Owner for the additional scope of work in the utilization of the 10% contingency, any funds not utilized shall be returned to the owner upon close out of the purchase order short.

(N.K.) \$24,750 \$25,150

11. Grand total of line 01 - 08 plus line 10 includes 10% contingency

(N.K.) \$272,250 \$276,650

CONTRACTOR: VIKTOR CONSTRUCTION CORP

BIDDER'S GRAND TOTAL: \$ 276,650 \$272,250 (N.K.) (Numbers)

BIDDER'S GRAND TOTAL: TWO HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED FIFTY & 00/100

DOLLARS (Words)

TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED FIFTY & 00/100 (N.K.)
 THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

A. Changes in contract price see Section III - General Conditions - Article 11.0 page 29.

II. CONSTRUCTION SCHEDULE (BASE BID)

SECTION V – Contract Documents

1. The contractor agrees to commence work within 7 calendar days from execution of contract and notice to proceed.
2. The contractor further agrees to complete the work within 120 calendar days from execution of contract and notice to proceed per the referenced schedule in the Invitation to Bid.

Note:

- Lump sum (LS) quantities are for information only. Contractor to verify all LS quantities.
- Allowance (*) (Labor & Materials to be billed on a Time & Material basis)
- Unit price items will require Owner approval of Contractor installed quantities.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford or Bradford J. Quiri of Tampa, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

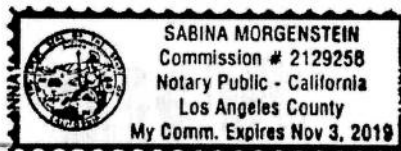
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

[Signature]

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of August, 2017.

Corporate Seals

Bond No. 100105174-30
Agency No. 17595



[Signature]
Kio Lo, Assistant Secretary

BIDDER'S PROPOSAL CONTINUED...

PROJECT: SPECTRUM FIELD
 STRUCTURAL CONCRETE REPAIRS & PAINTING OF EXPOSED STEEL
 CONTRACT 16-0023-PR-A

ITEM TOTAL NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
----------------------	-------------	------	------	---------------	----------------

Unit price increases/decreases of actual quantities shall be per the Schedule of Values

II. Alternates/Unit Prices

1. (HM/wood doors/frames) inside/outside (lower level-1)

a.	Double doors/frames	4	EA	\$100	\$400
b.	Single doors/frames	17	EA	\$100	\$1,700
2.	(HM doors/frames) inside/outside (concourse level-2)				
a.	Double doors/frames	2	EA	\$100	\$200
b.	Single doors/frames	40	EA	\$50	\$2,000
3.	(HM doors/frames) inside/outside (suite level-3)				
a.	Double doors/frames	1	EA	\$100	\$100
b.	Single doors/frames	19	EA	\$50	\$950

4. Add Alternate 4 cost for Tnemec 1071 Fluoronor in Lieu of Tnemec Series 1028 Acrylic Polymer System painting the un-exposed steel areas with a 15 year product warranty. (Tnemec Series 1029 cost is included in the base bid – Add Alternate No. 4 is add cost of finish coating by upgrading to Tnemec Series 1071 Fluoronor)

1 L.S. \$8,000 \$8,000
 (N.K.) \$13,350. \$14,250
 (N.K.) \$1,335. \$1,425

5. Alternate Sub-total lines 1 – 4

6. 10% Contingency of line 5 above

10% contingency shall be utilized only upon written request by the Contractor for additional scope of work not included in the bill of quantities to the Owner and written approval by the Owner. any funds not utilized shall be returned to the Owner upon close out of the purchase order short

(N.K.) \$14,685. \$15,675

6. Alternate grand total of line 1 – 4 plus line 6 includes 10% contingency

ALTERNATE BID BIDDER'S GRAND TOTAL: ~~\$15,675~~ ¹⁰⁰ (Numbers) \$14,685. (N.K.)

ALTERNATE BIDDER'S GRAND TOTAL: ~~FIFTEEN THOUSAND~~

~~SIX-HUNDRED SEVENTY-FIVE & ⁰⁰/₁₀₀~~ (Words) (N.K.)
 FOURTEEN-THOUSAND SIX-HUNDRED EIGHTY-FIVE & ⁰⁰/₁₀₀

CONTRACTOR: VIKTOR CONSTRUCTION CORP

**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

NIKITAS KAVOUKLIS

Printed Name

PRES.

Title

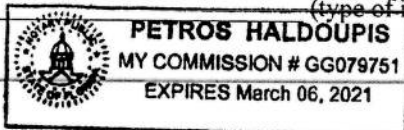
VIKTOR CONSTRUCTION CORP

Name of Entity/Corporation

STATE OF FL

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 31ST day of AUG., 2017, by NIKITAS KAVOUKLIS (name of person whose signature is being notarized) as the PRES. (title) of VIKTOR CONSTRUCTION (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

PETROS HALDOUPIS

Printed Name

My Commission Expires: MARCH 6, 2021
NOTARY SEAL ABOVE