

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..... 15**

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>
_____	_____	City of Clearwater
Poole & Kent Company of Florida	[name]	Engineering Dept.
_____	_____	100 S. Myrtle Avenue
_____	_____	Clearwater, FL 33756
1715 W. Lemon St.	[principal business address]	(727) 562-4747
Tampa, FL 33606	_____	
813-251-2438	[phone number]	

PROJECT NAME: [Reverse Osmosis WTP#1 Blend Tank Removal

PROJECT NO.: [16-0032-UT

PROJECT DESCRIPTION: This project will modify operating RO Potable Wter Plant as shown on the drawings and specifications.

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 **\$ 511,750.00**, 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 **Reverse Osmosis WTP #1 Blend Tank Removal**, 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;
2. ~~And~~ 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).

Poole & Kent Contractors

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: [Reverse Osmosis WTP#1 Blend Tank Removal

PROJECT NO.: [16-0032-UT

in the amount of \$ 511,750.00

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: **Reverse Osmosis WTP #1 Blend Tank Removal**

Engineering Dept. PROJECT NO.: **16-0032-UT**

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: Poole & Kent Contractors

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

Poole & Kent Contractors

1715 W. Lemon St.

Tampa, FL 33606

,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, Poole & Kent Company of Florida
1715 W. Lemon Street; Tampa, FL 33606 as Contractor, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183 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 the Amount Bid Dollars
(\$10% of Amount Bid) (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 Poole & Kent Company of Florida
as Contractor, and Travelers Casualty and Surety Company of America as Surety,
for work specified as: Reverse Osmosis WTP #1 Blend Tank Removal
Project No. 16-0032-UT

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:

X Corporation, _____ Partnership, _____ Company, or _____ Individual

Signed this 6th day of September, 20 17.Poole & Kent Company of FloridaContractorPrincipal Patrick H. CarrBy: President & CEOTitleTravelers Casualty and Surety Company of America

Surety Camille Maitland, Attorney-In-Fact
Non Resident License #W012268

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 Miami-Dade)

David A. Strickland, being duly sworn, deposes and says that he/she is
Secretary of Poole & Kent Company of Florida
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
principal office at:

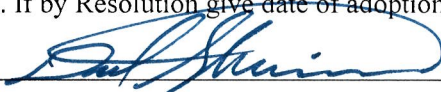
1781 NW North River Drive Miami Miami-Dade Florida
(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of
Poole & Kent Company of Florida
(Name of Corporation)

Affiant further says that Patrick H. Carr is President & CEO
(Officer's Name) (Title)

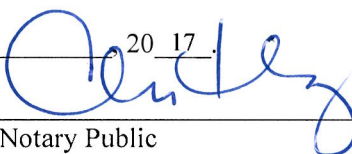
of the corporation, is duly authorized to sign the Proposal for City of Clearwater

or said corporation by virtue of Written Consent of Sole Director dated November 3, 2016
(state whether a provision of by laws or a Resolution of
Board of Directors. If by Resolution give date of adoption).



David A. Strickland, SVP & Assistant Secretary
Affiant

Sworn to before me this 20th day of September



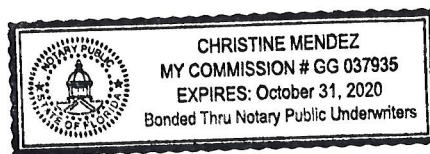
Notary Public

Christine Mendez

Type/print/stamp name of Notary

Executive Assistant - GG 037935

Title or rank, and Serial No., if any



NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

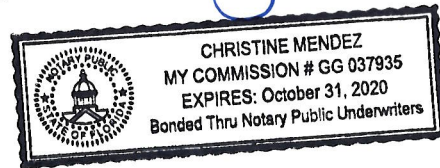
Patrick H. Carr being, first duly sworn, deposes and says that he is

President & CEO of Poole & Kent Company of Florida,
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.

Patrick H. Carr
Affiant Patrick H. Carr, President & CEO

Sworn to and subscribed before me this 20th day of September, 20 17.

Christine Mendez
Notary Public Christine Mendez



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Reverse Osmosis WTP #1 Blend Tank Removal #16-0032-UT

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

Reverse Osmosis WTP #1 Blend Tank Removal #16-0032-UT

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

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

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

PROPOSAL

(2)

Attached hereto is a bond or certified check on _____ "Bid Bond"

_____ Bank, for the sum of ten percent (10%) of total bid amount

(\$ _____)
(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:

See attached

Signature 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: Patrick H. Carr

By:

Title: President & CEO

Company Legal Name: Poole & Kent Company of Florida

Doing Business As (if different than above):

Business Address of Bidder: 1715 W. Lemon Street

City and State: Tampa, Florida

Zip Code 33606

Phone: 813-251-2438

Email Address: daveb@pkflorida.com

Dated at Miami-Dade, this 20th day of September, A.D., 2017.

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: Reverse Osmosis WTP #1 Blend Tank Removal #16-0032-UT

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

Addendum No. 1 Date: 9/01/2017

Addendum No. 2 Date: 9/7/2017

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:

Poole & Kent Company of Florida
(Name of Bidder)


(Signature of Officer)

President & CEO
(Title of Officer)

September 20, 2017
(Date)

BIDDER'S PROPOSAL**PROJECT: Reverse Osmosis WTP #1 Blend Tank Removal #16-0032-UT****CONTRACTOR:** Poole & Kent Company of Florida**BIDDER'S GRAND TOTAL:** \$ 518,650.00 451,088.00 DT 511,750.00 (Numbers)**BIDDER'S GRAND TOTAL:** Five hundred Eighteen thousand
Six hundred Fifty & 00/100Four hundred fifty one thousand & sixty eight DT (Words)
Five hundred Eleven thousand Seven hundred fifty four

REVERSE OSMOSIS WTP #1 BLEND TANK REMOVAL					
ITEM #	BRIEF DESCRIPTION OF ITEMS	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT
1	MOBILIZATION/DEMOBILIZATION AND GENERAL	LS	1	25,000	\$ 25,000
2	DEMOLITION	LS	1	15,000	\$ 15,000
3	SITEWORK	LS	1	5,000	\$ 5,000
4	PIPING AND APPURTANCES	LS	100,000	42,350	\$ 4,235,000
5	PUMP MODIFICATIONS	LS	50,000	25,000	\$ 1,250,000
6	CHEMICAL FEED/INJECTION SYSTEM	LS	1	15,000	\$ 15,000
7	TEMPORARY BYPASS PIPING AND PUMPING	LS	1	60,000	\$ 60,000
8	ELECTRICAL	LS	1	100,000	\$ 100,000
9	INSTRUMENTATION	LS	1	75,000	\$ 75,000
SUBTOTAL ITEMS 1 THRU 9				445,000	\$ 4,450,000
10	CONTINGENCY - 15%	LS	1	66,750	\$ 6,675,000
TOTAL ITEMS 1 THRU 10				511,750	\$ 5,117,500
TOTAL CONTRACT				511,750	\$ 5,117,500

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

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.



Authorized Signature

Patrick H Carr

Printed Name

President & CEO

Title

Poole & Kent Company of Florida

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Miami-Dade

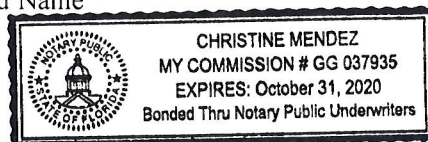
The foregoing instrument was acknowledged before me on this 20th day of September, 2017, by Patrick H. Carr (name of person whose signature is being notarized) as the President & CEO (title) of Poole & Kent Company of Florida (name of corporation/entity), personally known to me as described herein personally known, or produced a n/a (type of identification) as identification, and who did/did not take an oath.

Notary Public
Christine Mendez

Printed Name

My Commission Expires: October 31, 2020

NOTARY SEAL ABOVE



**CERTIFICATE OF ASSISTANT SECRETARY
OF
POOLE & KENT COMPANY OF FLORIDA**

The undersigned, David A. Strickland, certifies that he is the duly elected, qualified and acting Assistant Secretary of Poole & Kent Company of Florida, a corporation duly organized and existing under the laws of Delaware with a business address of 1781 N. W. North River Drive, Miami, FL 33125 and that as Secretary, he is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions adopted upon written consent of the sole director of this Corporation dated as of September 15, 2017; and said resolutions do not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and have not been rescinded or modified in any respect but still remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of September, 2017.


David A. Strickland, Assistant Secretary
Poole & Kent Company of Florida, a Delaware
Corporation
1781 N. W. North River Drive,
Miami, FL 33125

EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, Brian D. MacClugage the duly elected Executive Vice President and Assistant Secretary and David B. BuShea the duly elected Vice President of the Company, be and each hereby are, authorized, empowered and directed to execute and submit a bid and all related bonds, agreements and contract documents related to the City of Clearwater, FL - Reverse Osmosis WTP #1 Blend Tank Removal (Project No. 16-0032-UT) and such other instruments in writing as may be necessary on behalf of the said Corporation, and that the Contract, Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds.



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. 231618

Certificate No. 007275612

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

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly Renchiwich, Mia Woo-Warren, Michelle Wannamaker, and Dana Granice

of the City of Uniondale, State of New York, 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 20th day of June, 2017.

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 20th day of June, 2017, 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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION

PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION

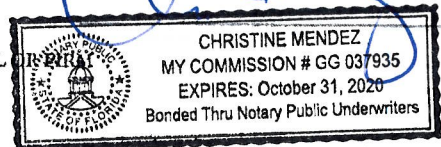
Florida
State of New York, County of Miami-Dade, ss.

On this 20th day of September, 2017, before me personally appeared Patrick H. Carr, to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of Miami, Florida, that he/she is the President & CEO of Poole & Kent Company of Florida, a corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL

State of New York, County of ss.

On this day of , 20 , before me personally appeared) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).



SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau, ss.

On this 6th day of September, 2017, before me personally appeared Camille Maitland, to me known, who, being by me duly sworn, did depose and say: That he/she resides in Kings County, New York, that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal, and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Donnamarie A. Kissane
Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,480,000

DONNAMARIE A. KISSANE
Notary Public, State of New York
No. 01K16297783
Qualified in Nassau County
Commission Expires March 3, 2018

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 23,823,843	UNEARNED PREMIUMS	\$ 878,381,216
BONDS	3,472,067,233	LOSSES	758,091,002
STOCKS	321,318,705	LOSS ADJUSTMENT EXPENSES	224,272,289
INVESTMENT INCOME DUE AND ACCRUED	42,069,694	COMMISSIONS	38,708,777
OTHER INVESTED ASSETS	3,108,073	TAXES, LICENSES AND FEES	13,875,052
PREMIUM BALANCES	217,181,997	OTHER EXPENSES	42,557,948
NET DEFERRED TAX ASSET	69,571,988	CURRENT FEDERAL AND FOREIGN INCOME TAXES	11,351,548
REINSURANCE RECOVERABLE	23,137,819	REMITTANCES AND ITEMS NOT ALLOCATED	9,443,140
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,917,816	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	73,897,600
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,681,930	RETROACTIVE REINSURANCE RESERVE ASSUMED	877,978
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	563,147	POLICYHOLDER DIVIDENDS	9,082,602
OTHER ASSETS	6,199,878	PROVISION FOR REINSURANCE	3,555,060
		ADVANCE PREMIUM	1,788,287
		PAYABLE FOR SECURITIES	3,948,188
		PAYABLE FOR SECURITIES LENDING	6,917,816
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,818,735
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	686,744
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,348,281
		TOTAL LIABILITIES	\$ 2,107,582,219
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,847,905,524
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,068,189,284
TOTAL ASSETS	\$ 4,195,751,503	TOTAL LIABILITIES & SURPLUS	\$ 4,195,751,503

Securities carried at \$6,654,005 in the above statement are deposited with public authorities, as required by law.