

# **SECTION V**

## **CONTRACT DOCUMENTS**

### **Table of Contents**

<b>PUBLIC CONSTRUCTION BOND .....</b>	<b>1</b>
<b>CONTRACT.....</b>	<b>4</b>
<b>CONSENT OF SURETY TO FINAL PAYMENT .....</b>	<b>8</b>
<b>PROPOSAL/BID BOND .....</b>	<b>9</b>
<b>AFFIDAVIT .....</b>	<b>10</b>
<b>NON-COLLUSION AFFIDAVIT .....</b>	<b>11</b>
<b>PROPOSAL.....</b>	<b>12</b>
<b>CITY OF CLEARWATER ADDENDUM SHEET .....</b>	<b>14</b>
<b>BIDDER’S PROPOSAL.....</b>	<b>15</b>
<b>SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM.....</b>	<b>17</b>
<b>SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM.....</b>	<b>18</b>

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

**PUBLIC CONSTRUCTION BOND**

(1)

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

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

<b><u>CONTRACTOR</u></b>	<b><u>SURETY</u></b>	<b><u>OWNER</u></b>
Steve’s Excavating and Paving, Inc	_____	City of Clearwater
P.O. Box 303	[name]	Engineering
Dunedin, FL 34697	_____	100 S. Myrtle Avenue
		Clearwater, FL 33756
727-446-3485	[principal business address]	(727) 562-4750
	_____	
	[phone number]	

**PROJECT NAME:** 2021 Underdrains**PROJECT NO.:** 20-0028-EN**PROJECT DESCRIPTION:** The 2021 Underdrain Improvements

The 2021 Underdrain improvements project consists of all labor, materials, equipment, and tools necessary for the demo of asphalt and concrete driveways, associated curb, grassed areas and installation of 6” PVC underdrain w/cleanouts with connection into exiting storm sewer inlets. Work also includes the replacement of asphalt and concrete driveways, curb and sod at certain road locations within the East Gateway community of the City of Clearwater.

BY THIS BOND, We, Steve’s Excavating and Paving, Inc., as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$300,000.00, 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 2021 Underdrains improvement project, 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).*

Steve's Excavating and Paving, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS:**

**WITNESS:**

\_\_\_\_\_  
Corporate Secretary or Witness

Print Name: \_\_\_\_\_

*(affix corporate seal)*

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*(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 Steve's Excavating and Paving, Inc., of the City of Dunedin County of Pinellas and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

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

### **WITNESSETH:**

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

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

**PROJECT NAME:** 2021 Underdrains

**PROJECT NO.:** 20-0028-EN

**in the amount of \$300,000.00**

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](mailto:Rosemarie.Call@myclearwater.com), 600 Cleveland St. Clearwater, FL 33756

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

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

# **CONTRACT**

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency’s custodian of public records and to the contractor at the contractor’s address listed on its contract with the public agency or to the contractor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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

## **CITY OF CLEARWATER IN PINELLAS COUNTY, FLORIDA**

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

Attest:

Countersigned:

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

By: \_\_\_\_\_  
Frank Hibbard  
Mayor

Approved as to form:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

Contractor must indicate whether:

\_\_\_\_\_ Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER: City of Clearwater PROJECT NAME: 2021 Underdrains

Engineering PROJECT NO.: 20-0028-EN

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: Steve's Excavating and Paving, 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:

*[insert name of Surety]*

*[address]*

*[address]*

,SURETY,

on bond of

*Steve's Excavating and Paving, Inc.*

*P.O. Box 303*

*Dunedin, FL 34697*

,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

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, STEVE'S EXCAVATING AND PAVING INC. as Contractor, and MERCHANTS BONDING COMPANY as Surety, whose address is PO BOX 144498 DES MOINES IOWA 50306, are held and firmly bound unto the City of Clearwater, Florida, in the sum of THIRTY FIVE THOUSAND AND FIFTY TWO dollars (\$ 35,052.40) (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. 40/100

The condition of the above obligation is such that if the attached Proposal of STEVE'S EXCAVATING AND PAVING INC. as Contractor, and MERCHANTS BONDING INC. as Surety, for work specified as: 2021 UNDERDRAINS

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 8 day of SEPTEMBER, 20 20

STEVE'S EXCAVATING & PAVING INC.  
Contractor

Cathy Sarnago  
Principal

By: PRESIDENT  
Title

MERCHANTS BONDING  
DES MOINES IOWA 50306  
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.

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Steve's Excavating & Paving, Inc.  
1741 N Keen Rd  
Clearwater, FL 33755

### OWNER:

(Name, legal status and address)

City of Clearwater  
100 S. Myrtle Avenue  
Clearwater, FL 33756

**BOND AMOUNT:** Ten Percent of Bid Amount  
10 %

### PROJECT:

(Name, location or address, and Project number, if any)  
2021 Underdrains (20-0028-EN)

Bond Number: 382206

### SURETY:

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of September, 2020

Steve's Excavating & Paving, Inc.

(Witness)

(Principal)

Mike Sarnago

(Title)

(Seal)

Vice President

Michele Bedell

(Witness) Michele Bedell

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) Glenn Arvanitis Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Glenn Arvanitis**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of September, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of September, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



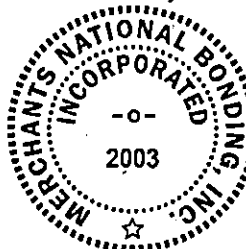
**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of September, 2020.





**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF Pinellas )

STEVE SARNAGO, being duly sworn, deposes and says that he/she is Secretary of STEVE'S EXCAVATING AND PAVING INC a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

1741 NORTH KEENE RD. CLEARWATER PINELLAS FL.  
(Street & Number) (City) (County) (State)

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

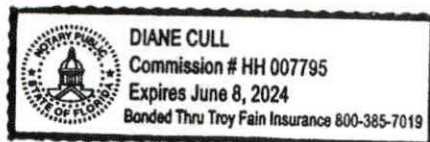
STEVE'S EXCAVATING AND PAVING INC.  
(Name of Corporation)

Affiant further says that Cathy Sarnago 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).

[Signature]  
Affiant

Sworn to before me this 8<sup>th</sup> day of September, 2020.



Diane Cull  
Notary Public

Diane Cull  
Type/print/stamp name of Notary

Title or rank, and Serial No., if any

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF Pinellas )

Cathy Sarnago being, first duly sworn, deposes and says that she is  
PRESIDENT of STEVE'S EXCAVATING & PAVING 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.

Affiant

Sworn to and subscribed before me this 8<sup>th</sup> day of September, 2020.

Notary Public

**PROPOSAL**

(1)

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

2021 Underdrains 20-0028-EN

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

2021 Underdrains 20-0028-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:

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 MERCHANTS Bonding Inc.  
\_\_\_\_\_ Bank, for the sum of THIRTY FIVE THOUSAND  
AND FIFTY TWO DOLLARS 40/100 (\$35,052.40)  
(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:

NAME	ADDRESS
City Sarnago PRESIDENT	Po Box 303 DUNEDIN F/34697
STEVE Sarnago VP & SECRETARY	Po Box 303 DUNEDIN F/34697

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: CITY SAVING PRESIDENT -> STEVE'S EXCAVATING & PAVING INC.

By: City Savings Title: PRESIDENT

Company Legal Name: STEVE'S EXCAVATING AND PAVING INC.

Doing Business As (if different than above): NA

Business Address of Bidder: P.O. Box 303

City and State: DUNEDIN FLORIDA Zip Code 34697

Phone: 227 446 3485 Email Address: STEVES EXCAVATING @ AOL.COM

Dated at SEPT. 8, this 8 day of SEPTEMBER, A.D., 2020  
CLEARWATER FL



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

**PROJECT:** 2021 Underdrains 20-0028-EN

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

Addendum No. 1 Date: 9-4-2020

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: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

STEVE'S EXCAVATING & PAVING INC.  
 (Name of Bidder)

[Signature]  
 (Signature of Officer)

PRESIDENT  
 (Title of Officer)

9-8-2020  
 (Date)

**BIDDER'S PROPOSAL****PROJECT: 2021 UNDERDRAIN IMPROVEMENTS (20-0028-EN)****CONTRACTOR:**

Steve's Excavating and Paving Inc

**BIDDER'S GRAND TOTAL:**

\$ 350,524.00

**BIDDER'S GRAND TOTAL**

Three Hundred and Fifty Thousand, Five Hundred

and Twenty Four Dollars and No Cents

(Word)

BID ITEM	BID ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>UNDERDRAIN</b>					
1	Mobilization	LS	1	\$ 37,519.00	\$ 37,519.00
2	Maintenance of Traffic	LS	1	\$ 5,900.00	\$ 5,900.00
3	Sediment & Erosion Control	LS	1	\$ 1,230.00	\$ 1,230.00
4	Portable Project Sign	EA	2	\$ 615.00	\$ 1,230.00
5	Root Pruning	LF	500	\$ 3.50	\$ 1,750.00
6	Tree Barricades	LF	500	\$ 3.50	\$ 1,750.00
7	Unsuitable Material (Haul Offsite)	CY	200	\$ 7.25	\$ 1,450.00
8	Import Clean Fill	CY	200	\$ 7.25	\$ 1,450.00
9	Remove & Replace Ex 4" Concrete S/W	SF	2470	\$ 6.50	\$ 16,055.00
10	Remove & Replace ADA Ramp w/Mat	EA	3	\$ 2,015.00	\$ 6,045.00
11	Remove & Replace Ex 6" Conc. Driveway	SF	2100	\$ 7.45	\$ 15,645.00
12	R & R Ex 1-1/2" Asphalt Driveway	SY	260	\$ 30.00	\$ 7,800.00
13	10" Thick Crushed Concrete Road Base	SY	280	\$ 22.50	\$ 6,300.00
14	Core Existing Storm Inlet	EA	24	\$ 535.00	\$ 12,840.00
15	Pinellas County UD Insp. Box, Type 1	EA	2	\$ 3,130.00	\$ 6,260.00
16	6" Underdrain (SDR35, Contech A2000)	LF	4300	\$ 37.70	\$ 162,110.00
17	6" Cleanout	EA	24	\$ 390.00	\$ 9,360.00
18	6" Cleanout (Inline Double Sweep)	EA	2	\$ 495.00	\$ 990.00
19	6" Solid UD Pipe	LF	200	\$ 31.70	\$ 6,340.00
20	Type I Curb (Remove and Replace)	LF	100	\$ 21.50	\$ 2,150.00
21	Modified Curb (Remove and Replace)	LF	100	\$ 21.50	\$ 2,150.00
22	Valley Gutter Curb (Remove and Replace)	LF	100	\$ 28.00	\$ 2,800.00
23	Sod Replacement (Bahia)	SF	12000	\$ 1.50	\$ 18,000.00
24	Sod Replacement (St. Augustine)	SF	12000	\$ 1.75	\$ 21,000.00
25	Grout Fill Existing Pipe	CY	20	\$ 120.00	\$ 2,400.00
	<b>Total Underdrain (Items 1-25)</b>				\$ 350,524.00

## SECTION V – Contract Documents

12	R & R Ex 1-1/2" Asphalt Driveway	SY	260	30. <sup>00</sup>	\$ 7,800. <sup>00</sup>
13	10" Thick Crushed Concrete Road Base	SY	280	22. <sup>50</sup>	\$ 6,300. <sup>00</sup>
14	Core Existing Storm Inlet	EA	24	535. <sup>00</sup>	\$ 12,840. <sup>00</sup>
15	Pinellas County UD Insp. Box, Type 1	EA	2	3130. <sup>00</sup>	\$ 6,260. <sup>00</sup>
16	6" Underdrain (SDR35, Contech A2000)	LF	4300	37. <sup>70</sup>	\$ 162,110. <sup>00</sup>
17	6" Cleanout	EA	24	390. <sup>00</sup>	\$ 9,360. <sup>00</sup>
18	6" Cleanout (Inline Double Sweep)	EA	2	495. <sup>00</sup>	\$ 990. <sup>00</sup>
19	6" Solid UD Pipe	LF	200	31. <sup>70</sup>	\$ 6,340. <sup>00</sup>
20	Type I Curb (Remove and Replace)	LF	100	21. <sup>50</sup>	\$ 2,150. <sup>00</sup>
21	Modified Curb (Remove and Replace)	LF	100	21. <sup>50</sup>	\$ 2,150. <sup>00</sup>
22	Valley Gutter Curb (Remove and Replace)	LF	100	28. <sup>00</sup>	\$ 2,800. <sup>00</sup>
23	Sod Replacement (Bahia)	SF	12000	1. <sup>50</sup>	\$ 18,000. <sup>00</sup>
24	Sod Replacement (St. Augustine)	SF	12000	1. <sup>75</sup>	\$ 21,000. <sup>00</sup>
25	Grout Fill Existing Pipe	CY	20	120. <sup>00</sup>	\$ 2,400. <sup>00</sup>
	<b>Total Underdrain (Items 1-25)</b>				<b>\$350,524.<sup>00</sup></b>

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

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



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

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

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

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

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 8 day of SEPTEMBER, 2020, by CHY SARNAGO (name of person whose signature is being notarized) as the PRESIDENT (title) of STEVE'S EXCAVATING & PAVING, INC. (name of corporation/entity), personally known to me as described herein KNOWN, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



Notary Public

Printed Name

My Commission Expires: 6/8/2024  
NOTARY SEAL ABOVE

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**  
**CERTIFICATION FORM**

**PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

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

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 8 day of SEPTEMBER, 2020, by Cathy Sarnago (name of person whose signature is being notarized) as the PRESIDENT (title) of STEVE'S EXCAVATING & PAVING, INC. (name of corporation/entity), personally known to me as described herein Known, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



Notary Public

Printed Name

My Commission Expires: 6/8/2024  
 NOTARY SEAL ABOVE