

**ADDENDUM NO. 2**  
**For 2021 Roadway Resurfacing**  
**Clearwater, Florida**  
**Project Number 19-0045-EN**

DATE: October 16, 2020

SUBJECT: Addendum No. 2

TO: Prospective Bidders and Others Concerned

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Bidders on the above project are hereby notified that the following Addenda are made to the Contract Documents:

1. **Question:** With regards to the location maps; it appears sheet #4 of 8 is missing. Can you clarify?

**Answer:** Location maps are intended as a guide for the program. Areas within the 5-year plan may fluctuate due to severity of condition decomposition. Please see the uploaded 5 year-plan and sheet 4 of 8.

2. **Question:** There are numerous speed tables/speed humps located within the specified project areas. Are these to be milled through and then replaced after the resurfacing is complete? If so, please provide a detail for the speed tables. How will this be paid for? Will the City consider adding a bid item for this?

**Answer:** The contractor will mill/pave to the edge of the speed tables/humps.

3. **Question:** There are numerous paved crosswalks that have a brick patterned surface. Are we to mill and resurface these crosswalks?

**Answer:** Patterned pavement will not be included in the scope of this project. In areas where it is encountered, project management staff will formulate a plan with the contractor for each location on a case-by-case basis.

4. **Question:** There are numerous areas of patterned pavement. Are we to replace the patterned pavement after the resurfacing is complete? If so, please provide specifications for the patterned pavement. How will this be paid for? Will the City consider adding a bid item for this?

**Answer:** Patterned pavement will not be included in the scope of this project. In areas where it is encountered, project management staff will formulate a plan with the contractor for each location on a case-by-case basis.

5. **Question:** Per paragraph 35 sentence one of Section IV-a Supplemental Technical Specifications, 2 project signs are required for the entire project. However the second sentence states "The final number of project signs will be determined at the beginning of the project based on the contractors schedule of work submitted for approval." Being that this is a lump sum item, please confirm that if areas of work are done consecutively, only 2 project signs will be required.

**Answer:** Two Portable signs are required per location. If the contract working with multiple crews, in different areas, additional signage will be required.

6. **Question:** Please confirm that per the contract specifications, a third-party testing company is required for any and all testing, including asphalt paving

**Answer:** Per Specification, when testing is required, a third-party testing company should be contracted.

7. **Question:** During a site visit, existing brick base was observed. If existing brick base is encountered during milling operations, is the contractor to adjust the depth of the milling to avoid disturbing the brick base?

**Answer:** Field conditions may arise that will require Project Management staff and the contractor to develop a plan to provide quality product with fiscal responsibility.

8. **Question:** If the contractor chooses to mill ahead of the paving operations (up to 7 days), can temporary tape be utilized in lieu of temporary paint for the neighborhood areas until the neighborhood is resurfaced?

**Answer:** The City is open to alternate options for temporary markings if they meet MUTCD standards.

9. **Question:** Please provide locations of the full depth reclamation. If locations are unknown, please provide a minimum square yard area per location.

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff.

**10. Question:** What is the intent of bid item 2.05, 1,000sy of 12" Stabilized Subgrade?.

**11. Answer:** Use of Stabilized subgrade is for placement under new curb per City of Clearwater construction standards.

**12. Question:** Please provide locations of the 12" stabilized subgrade. If locations are unknown, please provide a minimum square yard area per location.

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff

**13. Question:** In regards to the 12" Stabilized Subgrade, how will the excavation that will be required for this item be paid for?

**Answer:** Stabilized subgrade is for placement under new curb per City of Clearwater construction standards. Include all labor, material, in your unit price to complete the work.

**14. Question:** Per "502.1 – BASE" of Section IV- Technical Specifications (page 58 of 104), 8" of roadway base shall be placed on top of the 12" of stabilized subgrade. How will the 8" of base above the 12" of Stabilized Subgrade be paid for?

**Answer:** Use of Stabilized subgrade is for placement under new curb per City of Clearwater construction standards.

**15. Question:** Can asphalt be utilized in lieu of limerock for the stabilized subgrade?

**Answer:** No. Use asphalt is not acceptable.

**16. Question:** Can asphalt be utilized in lieu of limerock for the base material?

**Answer:** No. Use of asphalt is not acceptable.

**17. Question:** Which roads get the 2" mill?

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff.

**18. Question:** Which roads get the 2"-4" mill?

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff.

**19. Question:** Which roads get the profile mill?

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff.

**20. Question:** Which roads get FDR?

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff.

**21. Question:** Do you have any more specifics on where the concrete work is?

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff.

**22. Question:** Where are the tree removals?

**Answer:** This is a unit price-based contract. Quantities for each item are intended to establish the costs for all labor and material associated with the item. Use of this line item will be at the directive and coordination with the project management staff.

**23. Question:** Can item 1.20 reflect quantity measurement of truckloads?

**Answer:** Item 1.20 has been amended to reflect measurement of truckload (15CY). The project management team/inspector will coordinate and approve the truckload volumes per haul. A new section v has been uploaded to reflect the amendment.

**END OF ADDENDUM #2**

# **SECTION V**

## **CONTRACT DOCUMENTS**

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**PUBLIC CONSTRUCTION BOND**

(1)

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

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

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

**PROJECT NAME:** 2021 Roadway Resurfacing

**PROJECT NO.:** 19-0045-EN

**PROJECT DESCRIPTION:** The work includes: the asphaltic resurfacing of approximately 10 miles of streets within the City of Clearwater.

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 \$[x,xxx,xxx.xx], 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 Roadway Resurfacing # 19-0045-EN**, 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

**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).*

**[TYPE LEGAL NAME OF CONTRACTOR]**

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

**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 \_\_\_\_\_, 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: 2021 Roadway Resurfacing**

**PROJECT NO.: 19-0045-EN**

**in the amount of \$ \_\_\_\_\_**

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@mclearwater.com](mailto:Rosemarie.Call@mclearwater.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

SECTION V – Contract Documents

**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: \_\_\_\_\_

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 Roadway Resurfacing

Engineering Dept. PROJECT NO.: 19-0045-EN

100 S. Myrtle Ave. CONTRACT DATE: [REDACTED]

Clearwater, FL 33756 BOND NO.: [REDACTED], recorded in O.R. Book [REDACTED], Page [REDACTED], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [REDACTED]

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

[Insert name of Surety]

[address]

[address]

, SURETY,

on bond of

[Insert name of Contractor]

[address]

[address]

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater  
Engineering  
100 S. Myrtle Ave.  
Clearwater, FL 33756

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed name and title)

Attest:  
(Seal):

**PROPOSAL/BID BOND**

(Not to be filled out if a certified check is submitted)

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ as Contractor, and \_\_\_\_\_  
 \_\_\_\_\_ as Surety, whose address is \_\_\_\_\_,  
 \_\_\_\_\_, are held and firmly bound unto the City of Clearwater,  
 Florida, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (being a  
 minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly  
 and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of \_\_\_\_\_  
 \_\_\_\_\_ as Contractor, and \_\_\_\_\_ as Surety, for work specified  
 as: \_\_\_\_\_ all as stipulated

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

Principal must indicate whether:

Corporation,  Partnership,  Company, or  Individual

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

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Principal

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

\_\_\_\_\_  
 Surety

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

SECTION V – Contract Documents

**AFFIDAVIT**

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

**STATE OF FLORIDA** )

**COUNTY OF** \_\_\_\_\_ )

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

(Street & Number) \_\_\_\_\_ (City) \_\_\_\_\_ (County) \_\_\_\_\_ (State) \_\_\_\_\_

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

\_\_\_\_\_ (Name of Corporation)

Affiant further says that \_\_\_\_\_ is \_\_\_\_\_  
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for \_\_\_\_\_

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).  
\_\_\_\_\_

\_\_\_\_\_  
Affiant

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type/print/stamp name of Notary

\_\_\_\_\_  
Title or rank, and Serial No., if any

**NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA** )

**COUNTY OF \_\_\_\_\_)**

\_\_\_\_\_ being, first duly sworn, deposes and says that he is

of \_\_\_\_\_,

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**PROPOSAL**

(1)

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

**2021 Roadway Resurfacing (19-0045-EN)**

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

**2021 Roadway Resurfacing (19-0045-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.

## SECTION V – Contract Documents

**PROPOSAL**

(2)

Attached hereto is a bond or certified check on \_\_\_\_\_  
\_\_\_\_\_, Bank, for the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_) (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 subcontractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

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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: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

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

Business Address of Bidder: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_.

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

**PROJECT: 2021 Roadway Resurfacing (19-0045-EN)**

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

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

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title of Officer)

\_\_\_\_\_  
(Date)

**BIDDER'S PROPOSAL****PROJECT: 2021 Roadway Resurfacing (19-0045-EN)****CONTRACTOR:** \_\_\_\_\_**BIDDER'S GRAND TOTAL:** \$\_\_\_\_\_ (Numbers)**BIDDER'S GRAND TOTAL:** \_\_\_\_\_

(Words) \_\_\_\_\_

**2021 ROADWAY RESURFACING  
19-0045-EN**

BID ITEMS		UNIT	EST. QTY.	UNIT PRICE	TOTAL
<b>STREETS AND SIDEWALKS</b>					
<b>1.0 ROADWAY RESURFACING</b>					
1.01	PREPARATION, INSTALLATION AND MAINTENANCE OF PROJECT SIGNS	LS	1		\$ -
1.02	EROSION & SEDIMENT CONTROL, INLET PROTECTION SYSTEMS	LS	1		\$ -
1.03	FULL WIDTH MILLING (UP TO 2")	SY	200,000		\$ -
1.04	FULL WIDTH MILLING (2" TO 4")	SY	2,000		\$ -
1.05	PROFILE MILLING	SY	20,000		\$ -
1.05	SUPERPAVE ASPHALT CONCRETE, TYPE SP 12.5	TN	5,000		\$ -
1.06	SUPERPAVE ASPHALT CONCRETE, TYPE SP 9.5	TN	15,000		\$ -
1.07	PAVEMENT MARKING – CROSSWALKS	EA	40		\$ -
1.08	PAVEMENT MARKING – STOP BARS	EA	40		\$ -
1.09	PAVEMENT MARKING – SCHOOL CROSSING/RR	EA	8		\$ -
1.10	PAVEMENT MARKING – TURN, STRAIGHT, COMBO ARROWS	EA	10		\$ -
1.11	PAVEMENT MARKING – 6" DASHED (WHITE, YELLOW OR DOUBLE YELLOW)	LF	10,000		\$ -
1.12	PAVEMENT MARKING – 6" SOLID WHITE/YELLOW	LF	50,000		\$ -
1.13	PAVEMENT MARKING – 12" SOLID WHITE/YELLOW	LF	10,000		\$ -
1.14	PAVEMENT MARKING – STD, WHITE, MESSAGE	EA	16		\$ -
1.15	LOOP ASSEMBLY, TYPE A, 6' X 20', F&I	EA	10		\$ -

## SECTION V – Contract Documents

1.16	FULL DEPTH RECLAMATION (FDR)	SY	8,000		\$ -
1.17	EMULSION (FDR)	GAL	25,000		\$ -
1.18	PORTLAND CEMENT (FDR)	TN	100		\$ -
1.19	COMPACT & GRADING (FDR)	SY	8,000		\$ -
1.20	CONTRACTOR RETAINS PROJECT MILLINGS (DEDUCT)	TRUCK (15CY)	500		\$ -
	<b>SUBTOTAL ROADWAY RESURFACING</b>				\$ -
1.21	10% ROADWAY RESURFACING CONTINGENCY	LS	1		\$ -
	<b>TOTAL ROADWAY RESURFACING</b>				\$ -
<b>3.0</b>	<b>AMERICANS WITH DISABILITIES ACT (A.D.A.) IMPROVEMENTS</b>				
3.01	ADA MAT ONLY (INSTALLED ON EXISTING CONCRETE)	EA	50		\$ -
3.02	ADA RAMP WITH MAT, FDOT 304, CR-E, CR-F, CR-L & City Index 109	EA	50		\$ -
3.03	ADA RAMP W/ MODIFIED CURB	EA	50		\$ -
	<b>SUBTOTAL A.D.A. IMPROVEMENTS</b>				\$ -
3.04	10% A.D.A. CONTINGENCY	LS	1		\$ -
	<b>TOTAL A.D.A. IMPROVEMENTS</b>				\$ -
	<b>SUBTOTAL STREETS AND SIDEWALKS</b>				\$ -
	<b>TOTAL CONTINGENCY</b>				\$ -
	<b>TOTAL STREETS AND SIDEWALKS</b>				\$ -
<b>2.0</b>	<b>STORMWATER</b>				
2.01	MODIFIED CURB, R&R	LF	5,000		\$ -
2.02	VALLEY CURB, R&R	LF	2,500		\$ -
2.03	TYPE 1 CURB, R&R	LF	5,000		\$ -
2.04	CONCRETE SWALE CURB	LF	300		\$ -
2.05	12" STABILIZED SUBGRADE (LBR40)	SY	1,000		\$ -
2.06	TREE REMOVAL (12"DIA - 24" DIA)	EA	10		\$ -
2.07	TREE REMOVAL (25"DIA - 36" DIA)	EA	5		\$ -
2.08	TREE REMOVAL (GREATER THAN 36" DIA)	EA	5		\$ -
2.09	TREE REMOVAL (PALM)	EA	10		\$ -
	<b>SUBTOTAL STORMWATER</b>				\$ -
2.10	10% STORMWATER CONTINGENCY	LS	1		\$ -
	<b>TOTAL STORMWATER</b>				\$ -

## SECTION V – Contract Documents

<b>SUBTOTAL</b>				\$ -
<b>TOTAL CONTINGENCY</b>				\$ -
<b>TOTAL CONTRACT</b>				\$ -
<b>TOTAL CONTRACT</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** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE

**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 \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

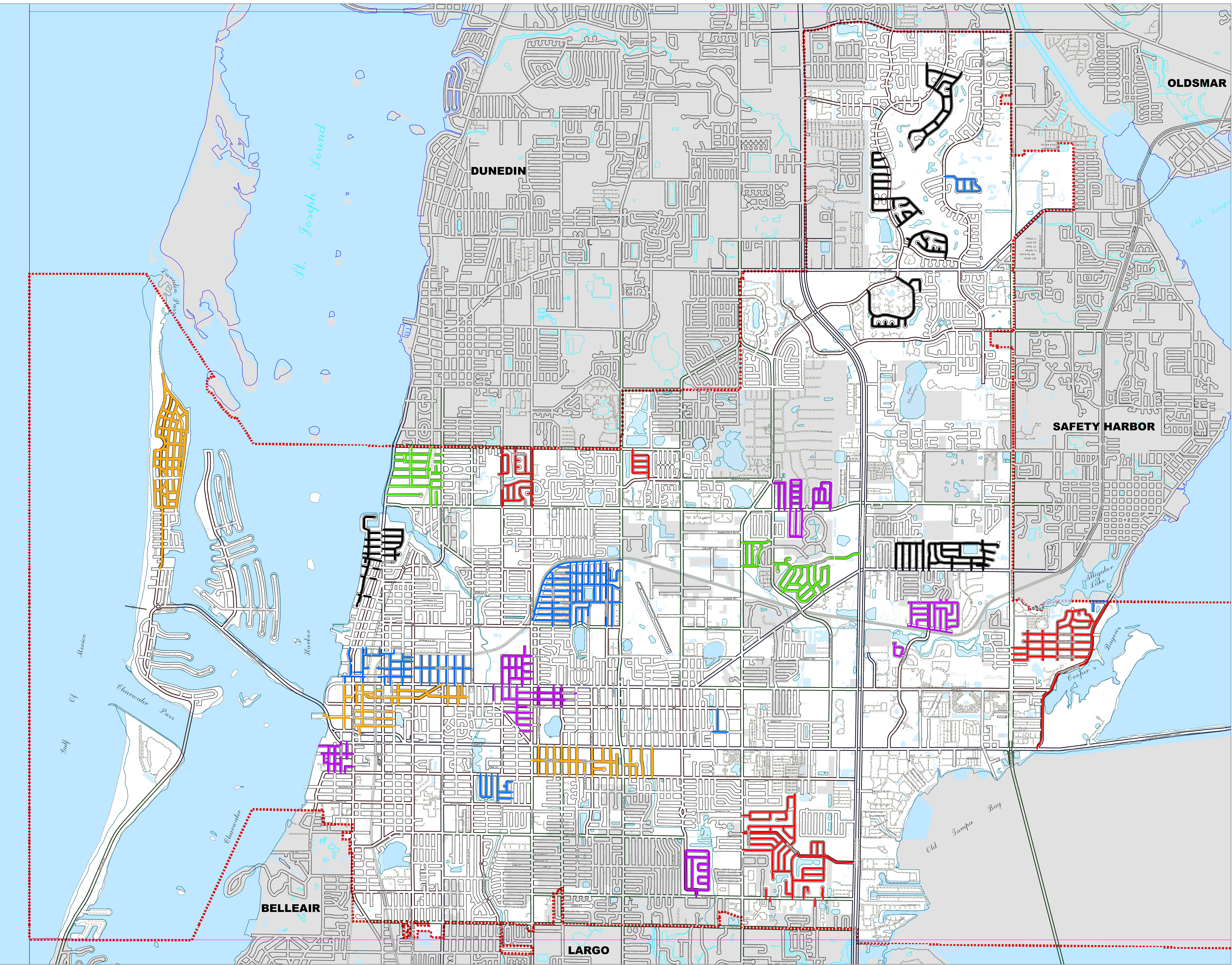
The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE

## CURRENT AND PROPOSED RESURFACING AREAS



Prepared by:  
Engineering Department  
Geographic Technology Division  
100 S. Myrtle Ave, Clearwater, FL 33756  
Ph: (727)562-4750, Fax: (727)526-4755  
[www.MyClearwater.com](http://www.MyClearwater.com)

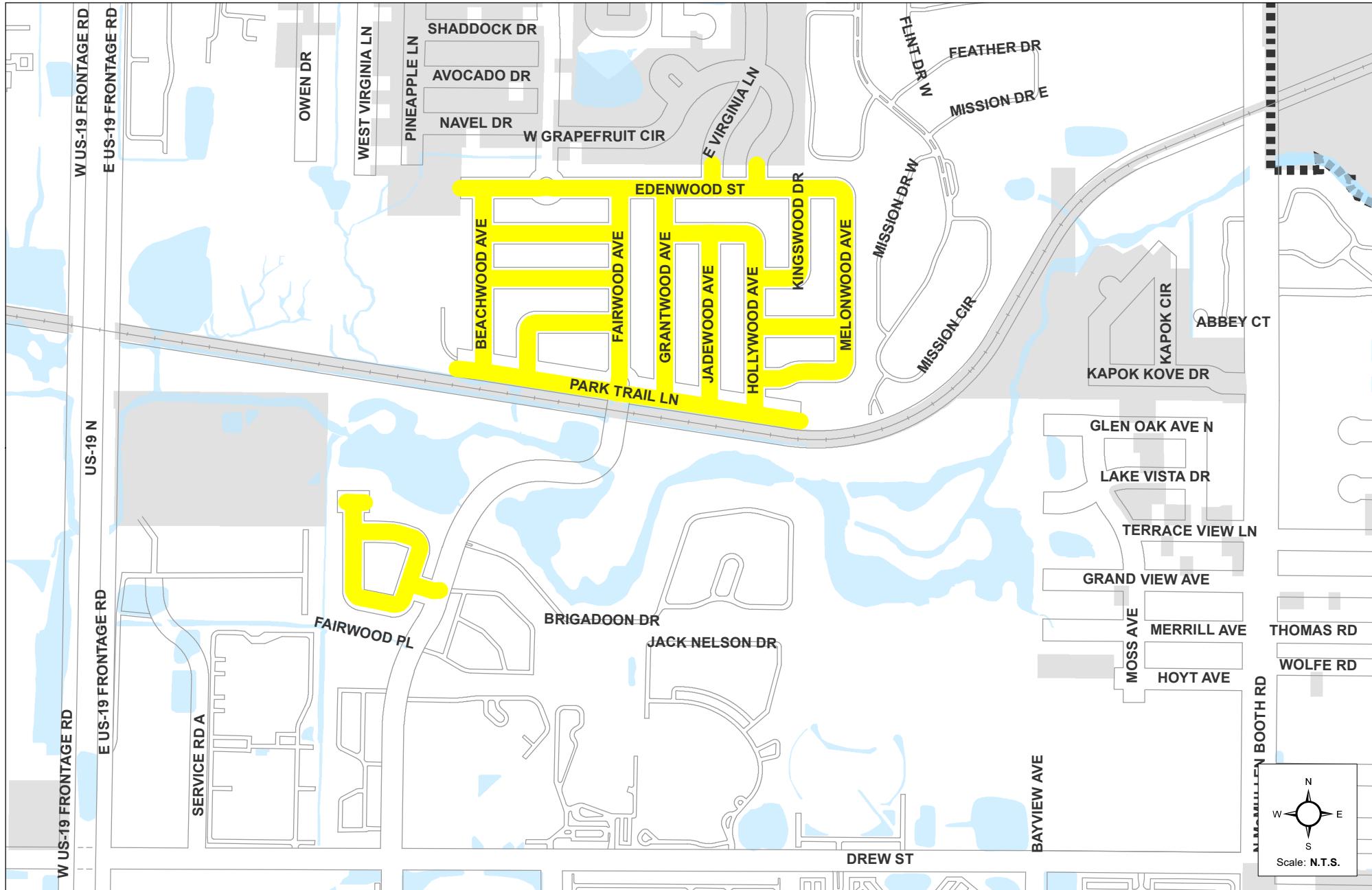
**City of Clearwater, FL**

**Total Area - 485,765 sq/ft**

2018 - 89,245 sq/ft    2019 - 93,226 sq/ft    2020 - 96,830 sq/ft    2021 - 85,558 sq/ft    2022 - 80,999 sq/ft    2023 - 39,907 sq/ft

N	E	Map Gen By: KN
S	W	Reviewed By: RJ
Scale: N.T.S.		Date: 5/22/2019

# 2020 ROAD RESURFACING PROJECT (19-0045-EN)



Prepared by:  
 Engineering Department  
 Geographic Technology Division  
 100 S. Myrtle Ave, Clearwater, FL 33756  
 Ph: (727)562-4750, Fax: (727)526-4755  
[www.MyClearwater.com](http://www.MyClearwater.com)

## Woodvalley

SP 9.5 Asphaltic Concrete

Map Gen By: WD	Date: 02/19/2020
Reviewed By: RJ	Page 4 of 8