

Bid

**A RESOLUTION ACCEPTING THE PROPOSAL OF DAVID NELSON CONSTRUCTION CO. PERTAINING TO CONTRACT 14-C-00033; TAMPA RIVERWALK- DOYLE CARLTON DRIVE AND SEAWALL REPAIR, IN THE AMOUNT OF \$4,544,426.10; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on December 9, 2014, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Tampa Riverwalk Doyle Carlton Drive and Seawall Repair, and recommends to this Council that the proposal of David Nelson Construction Co. be accepted, funds therefore being available in the appropriate account;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The proposal of David Nelson Construction Co. in the total amount of \$4,544,426.10 for construction of the Tampa Riverwalk Doyle Carlton Drive and Seawall Repair, in accordance with plans, specifications and other related contract documents prepared by the Contract Administration Department, is hereby approved and accepted; and the Contract is hereby awarded to the said Contractor.

Section 2. This Resolution, which is not part of the contract documents, authorizes the Mayor to execute and the City Clerk to attest and affix the official seal of the City of Tampa to the Contract for and on behalf of the City of Tampa.

Section 3. Plans, specifications and contract documents for the construction of said Project, which documents are now on file in the office of the Contract Administration Department of the City of Tampa, are hereby approved in their entirety or in substantially similar form.

Section 4. The Director of the Contract Administration Department is hereby authorized to issue, in written form only, work directive changes authorizing additions, deletions or revisions resulting from unforeseen conditions or emergencies, said directives to be incorporated in subsequently issued change orders approved by the City Council.


Section 5. Any and all technical errors, informalities and irregularities in the proposal of the Contractor are hereby waived.

Section 6. The bid security of the bidders shall be returned in accordance with the provisions of the contract documents for this project.

Section 7. Award of a contract for construction services in the amount of \$4,544,426.10 for the Tampa Riverwalk - Doyle Carlton Drive Segment and seawall repair, within the Utilities Services Tax Capital Projects, Transportation Grants Capital Projects, Private Donations Capital Projects, and Local Option Gas Tax Capital Projects funds.

Section 8. Other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON MAR 19 2015

  
CHAIRMAN/CHAIRMAN PRO-TEM, CITY COUNCIL

APPROVED AS TO LEGAL SUFFICIENCY BY:  
Justin R. Vaske, Assistant City Attorney

ATTEST:  
  
CITY CLERK/DEPUTY CITY CLERK

\*1% for Art: No  
Contract 14-C-00033

42015-11

**City of Tampa**  
**BID TABULATION**  
**Contract 14-C-00033; Tampa Riverwalk-Doyle Carlton Drive Segment and**  
**Seawall Repair**

**Bid Opening - December 09, 2014**

Posted December 09, 2014

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
David Nelson Construction, Co	\$4,544,426.10
All American Concrete, Inc	\$5,470,460.50
Pepper Contracting Services, Inc	\$6,060,275.60

Notice of Intent to Award: Unless subsequently indicated otherwise, in a revised posting, the City of Tampa intends to award the referenced project to the lowest bidder listed in this tabulation. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Bids Received By: *Jim Greiner*

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Jim Greiner, P.E.  
City of Tampa - Contract Administration Department  
306 E. Jackson Street - 4N  
Tampa, FL 33602

PROPOSAL

To the Mayor and City Council of the City of Tampa, Florida:

Name of Bidder David Nelson Construction Co.  
(727)784-7624

Business Phone Number and Email Address  
David Nelson Construction Co., 3483 Alternate 19, Palm Harbor, FL 34683

Business Name and Mailing Address  
(727)784-7624 David L. Vekasi, Vice President

Phone Number and Name of Contact Regarding Permits  
David Nelson Construction Co. 59-1616643

Contractor/Qualifiers Name and Federal Identification Number  
Date of Proposal December 9, 2015

(If Bidder is a firm, fill in the following blanks):

Names and Residential Addresses of Partners  
n/a

(If Bidder is a corporation, fill in the following blanks):

Organized under the laws of the State of Florida

Names and Address of President  
Jeffrey D. Nelson  
190 Florida Avenue, Palm Harbor, FL 34683

Name and Address of Vice President  
David L. Vekasi  
104 Old Millpond Road, Palm Harbor, FL 34683

Name and Address of Secretary  
Wendy S. Nelson  
1132 E. Lake Drive, Tarpon Springs, FL 34689

Names and Address of Treasurer  
Wendy S. Nelson  
1132 E. Lake Drive, Tarpon Springs, FL 34689

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

(6) That the Bidder

Has; Treasury Number 59-1616643

Has not  
(Check applicable box)

previously performed work under the President's Executive Order Nos. 11246 and 11375.

(7) That the undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and finish the required Performance Bond and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price in Figures	Total Price in Figures
<b>BASE BID</b>						
101-1	Mobilization	LS	1	Four Hundred THOUSAND \$, No CENTS	\$ 400,000.00	\$ 400,000.00
102-1	Maintenance of Traffic	LS	1	Thirty Thousand Dollars & No Cents	\$ 30,000.00	\$ 30,000.00
104-10-3	Staked Silt Fence	LF	3,066	Seventy Five Cents	\$ 0.75	\$ 2,299.50
104-11	Floating Turbidity Barrier	LF	1,850	Ten Dollars & No Cents	\$ 10.00	\$ 18,500.00
104-15	Soil Tracking Prevention Device	EA	2	Four Thousand Dollars & No Cents	\$ 4,000.00	\$ 8,000.00
104-18	Inlet Protection System	EA	6	One Hundred Dollars & No Cents	\$ 100.00	\$ 600.00
110-1-1	Clearing and Grubbing	LS	1	THREE HUNDRED THOUSAND \$, No CENTS	\$ 300,000.00	\$ 300,000.00
110-4	Removal of Existing Pavement	SY	462	Fifteen Dollars & No Cents	\$ 15.00	\$ 6,930.00
110-15-1	Tree Protection/ Tree Trimming/ Root Pruning	LS	1	Five Thousand Dollars & No Cents	\$ 5,000.00	\$ 5,000.00
110-73	Demolish Seawall and Cap	LF	172	Two Hundred Fifty Dollars & No Cents	\$ 250.00	\$ 43,000.00
162-2	Sod	SY	2,624	Eight Dollars & No Cents	\$ 8.00	\$ 20,992.00
400-0-11	CIP Concrete Gravity Wall including concrete columns	LF	593	One Hundred Seventy Five Dollars & No Cents	\$ 175.00	\$ 103,775.00
400-4-4	CIP Concrete Cantilevered Slab	LF	172	One Thousand Two Hundred Dollars & No Cents	\$ 1,200.00	\$ 206,400.00
400-8	CIP Concrete Seawall and Cap	LF	172	Five Hundred Fifty Dollars & No Cents	\$ 550.00	\$ 94,600.00
440-1-20	Underdrain System - (Underdrain Pipe)	LF	160	Forty One Dollars & Fifty Cents	\$ 41.50	\$ 6,640.00
440-70	Underdrain System (Cleanout/Inspection Box)	EA	3	Three Thousand Dollars & No Cents	\$ 3,000.00	\$ 9,000.00
440-73-2	Underdrain System (Outlet Pipe)	LF	87	Fifty Dollars & No Cents	\$ 50.00	\$ 4,350.00
520-1-10	Curb and Gutter Type F	LF	98	Twenty One Dollars & No Cents	\$ 21.00	\$ 2,058.00
520-2-4	Curb and Gutter Type D	LF	99	Fifteen Dollars & No Cents	\$ 15.00	\$ 1,485.00
521-72-4	CIP Concrete Vehicle Barrier Wall	LF	232	Four Hundred Fifty Dollars & No Cents	\$ 450.00	\$ 104,400.00
522-1	Concrete Sidewalk (4")	SY	645	Fifty Dollars & No Cents	\$ 50.00	\$ 32,250.00
522-2	At Grade Concrete Path	SY	3,090	Eighty Seven Dollars & No Cents	\$ 87.00	\$ 268,830.00
526-1-2	Concrete Pavers (Furnish and Install)	SF	1,961	Twenty One Dollars & No Cents	\$ 21.00	\$ 41,181.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price in Figures	Total Price in Figures
700-3-501	Sign Relocation	EA	1	One Thousand Two Hundred Fifty Dollars & No Cents	\$ 1,250.00	\$ 1,250.00
711-11-121	Thermoplastic, Standard, White, Solid, 6"	LF	251	Four Dollars & No Cents	\$ 4.00	\$ 1,004.00
711-11-124	Thermoplastic, Standard, White, Solid, 18"	LF	111	Ten Dollars & No Cents	\$ 10.00	\$ 1,110.00
SP-2.13	Project Aerial Photographs	LS	1	One Thousand Eight Hundred Dollars & No Cents	\$ 1,800.00	\$ 1,800.00
SP-2.14	Project Videotaping	LS	1	One Thousand Three Hundred Fifty Dollars & No Cents	\$ 1,350.00	\$ 1,350.00
SP-6.03.1	Water Service Main	LF	1,775	Thirteen Dollars & No Cents	\$ 13.00	\$ 23,075.00
SP-6.03.2	Water Flush-Mounted Quick Coupler and Cover	EA	12	One Thousand Fifty Dollars & No Cents	\$ 1,050.00	\$ 12,600.00
SP-6.03.3	Drinking Fountain with Pet Fountain and Concrete Pad	EA	1	Five Thousand One Hundred Dollars & No Cents	\$ 5,100.00	\$ 5,100.00
SP-10.15	Crushed Oyster Shell Groundcover 4" (Furnish & Install)	SY	221	Thirty Eight Dollars & No Cents	\$ 38.00	\$ 8,398.00
SP-11.01	Reserve Parking Signs in Parking Meter Area	LS	1	Four Thousand Five Hundred Fifty Dollars & No Cents	\$ 4,550.00	\$ 4,550.00
SP-11.05	Water for Dust Control	1000/gal	30	Fifty Dollars & No Cents	\$ 50.00	\$ 1,500.00
SP-16.01-1	Helical Pulldown Micropiles w/Anchorage (F&I)	LF	2,860	Sixty Dollars & No Cents	\$ 60.00	\$ 171,600.00
SP-16.01-2	Helical Pulldown Micropiles - verification load tests	EA	2	Three Thousand Dollars & No Cents	\$ 3,000.00	\$ 6,000.00
SP-16.01-3	Helical Pulldown Micropiles - proof load test	EA	2	Two Thousand Five Hundred Dollars & No Cents	\$ 2,500.00	\$ 5,000.00
SP-16.02-1	Helical Tiebacks w/Anchorage (F&I)	LF	782	Forty Five Dollars & No Cents	\$ 45.00	\$ 35,190.00
SP-16.02-2	Helical Tiebacks - performance load tests	EA	2	Three Thousand Dollars & No Cents	\$ 3,000.00	\$ 6,000.00
SP-16.02-3	Helical Tiebacks - proof load tests	EA	15	Seven Hundred Fifty Dollars & No Cents	\$ 750.00	\$ 11,250.00
SP-17.03	Railing System (Furnish and Install)	LF	2,621	One Hundred Fifty Dollars & No Cents	\$ 150.00	\$ 393,150.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price in Figures	Total Price in Figures
<b>ELECTRICAL</b>						
630-2-11	Lighting Homerun Circuit (Conduit) (Furnish and Install)	LF	3,665	Five Dollars & Sixty Cents	\$ 5.60	\$ 20,524.00
630-2-11-2	Conduit, Boxes and Raceway for Fiber Optic System	LF	2,073	Six Dollars & Sixty Cents	\$ 6.60	\$ 13,681.80
635-2-14	Pull Boxes	EA	18	Two Hundred Forty Two Dollars & No Cents	\$ 242.00	\$ 4,356.00
639-1-121	Modify Power Service	LS	1	Six Thousand Six Hundred Dollars & No Cents	\$ 6,600.00	\$ 6,600.00
715-1-12	Lighting Homerun Circuit (Wire) (F&I)	LF	16,698	One Dollar & Sixty Cents	\$ 1.60	\$ 26,716.80
715-4-300-1	Single Arm Light Pole	EA	44	Four Thousand Three Hundred Dollars & No Cents	\$ 4,300.00	\$ 189,200.00
715-4-300-2	Double Arm Light Pole	EA	1	Four Thousand Six Hundred Dollars & No Cents	\$ 4,600.00	\$ 4,600.00
715-4-300-3	Double Arm Light Pole (One Arm longer than the Other)	EA	4	Five Thousand Two Hundred Dollars & No Cents	\$ 5,200.00	\$ 20,800.00
715-10-2	Light Pole Foundations	EA	50	Nine Hundred Dollars & No Cents	\$ 900.00	\$ 45,000.00
715-11-119	Pole Mounted Light Fixtures	EA	65	Two Thousand Eight Hundred Dollars & No Cents	\$ 2,800.00	\$ 182,000.00
715-11-129	Underdeck Light Fixtures	EA	7	Eight Hundred Dollars & No Cents	\$ 800.00	\$ 5,600.00
715-11-139-1	Art Display Light Fixtures	EA	66	One Thousand Five Hundred Dollars & No Cents	\$ 1,500.00	\$ 99,000.00
715-11-139-2	Light Fixtures for America America Public Art	EA	5	One Thousand Four Hundred Dollars & No Cents	\$ 1,400.00	\$ 7,000.00
715-11-139-3	Light Fixtures for Levitating Nimbus Public Art & Trees	EA	11	One Thousand Two Hundred Dollars & No Cents	\$ 1,200.00	\$ 13,200.00
715-11-139-4	Lockable Disconnect Switches for Public Art	EA	2	Six Hundred Twenty Five Dollars & No Cents	\$ 625.00	\$ 1,250.00
715-11-139-5	Relocate Pull Box or Light Fixture	EA	4	Four Hundred Fifty Five Dollars & No Cents	\$ 455.00	\$ 1,820.00
<b>ARCHITECTURAL FEATURES</b>						
SP-10.13.1	Screen Wall under Laurel Street Bridge	LS	1	One Hundred Fifty Thousand Dollars & No Cents	\$ 150,000.00	\$ 150,000.00
SP-10.13.2	Screen Wall under I-275 Bridge	LS	1	One Hundred Fifty Thousand Dollars & No Cents	\$ 150,000.00	\$ 150,000.00
SP-10.13.3	Monument Stand/Plaque/Foundation	EA	1	Thirteen Thousand Dollars & No Cents	\$ 13,000.00	\$ 13,000.00
SP-10.14.1	America America Art Sculpture	LS	1	Ten Thousand Dollars & No Cents	\$ 10,000.00	\$ 10,000.00
SP-10.14.2	Levitating Nimbus Art Sculpture	LS	1	Twelve Thousand Dollars & No Cents	\$ 12,000.00	\$ 12,000.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price in Figures	Total Price in Figures
<b>HARDSCAPE FEATURES</b>						
SP-10.12.1	Benches	EA	5	Three Thousand Four Hundred Dollars & No Cents	\$ 3,400.00	\$ 17,000.00
SP-10.12.2	Backless Benches	EA	2	Three Thousand Two Hundred Dollars & No Cents	\$ 3,200.00	\$ 6,400.00
SP-10.12.3	Cube Bench	EA	6	One Thousand Three Hundred Dollars & No Cents	\$ 1,300.00	\$ 7,800.00
SP-10.12.4	Shade Structure/Swing	EA	3	Sixteen Thousand Dollars & No Cents	\$ 16,000.0	\$ 48,000.00
SP-10.12.5	Bicycle Rack	EA	6	Eight Hundred Fifty Dollars & No Cents	\$ 850.00	\$ 5,100.00
SP-10.12.6	Trash Receptacle	EA	4	Two Thousand Seven Hundred Fifty Dollars & No Cents	\$ 2,750.00	\$ 11,000.00
SP-10.12.7	Bicycle Repair Station	EA	1	Three Thousand One Hundred Dollars & No Cents	\$ 3,100.00	\$ 3,100.00
SP-11.17	Riverwalk Wayfinding Signage (Fabrication, Furnish and Installation)	LS	1	Thirteen Thousand Dollars & No Cents	\$ 13,000.00	\$ 13,000.00
<b>LANDSCAPING &amp; IRRIGATION</b>						
590-70	Irrigation System	LS	1	Twenty Thousand Dollars & No Cents	\$ 20,000.00	\$ 20,000.00
999-2	Landscape Complete	LS	1	Eighty Five Thousand Dollars & No Cents	\$ 85,000.00	\$ 85,000.00
2900-1	90 Day Maintenance	MONTH	3	Five Hundred Dollars & No Cents	\$ 500.00	\$ 1,500.00
<b>SEAWALL REPAIR/ REPLACEMENT</b>						
101	Mobilization	LS	1	Fifty Thousand Dollars & No Cents	\$ 50,000.00	\$ 50,000.00
400-4-8	Class 4 Concrete Bulkhead	CY	750	Seven Hundred Dollars & No Cents	\$ 700.00	\$ 525,000.00
411-1	Epoxy Materials for Crack Injection	GAL	45	Three Hundred Dollars & No Cents	\$ 300.00	\$ 13,500.00
411-2	Inject and Seal Crack	LF	400	Fifty Dollars & No Cents	\$ 50.00	\$ 20,000.00
415-1-8	Reinforcing Steel	LB	80,000	Zero Dollars & Eighty Five Cents	\$ 0.85	\$ 68,000.00
443-70-06	French Drain	LF	1,860	Sixty Dollars & No Cents	\$ 60.00	\$ 111,600.00
455-87	Tie-Rod Repair Type 1	EA	108	One Hundred Eighty Five Dollars & No Cents	\$ 185.00	\$ 19,980.00
455-87	Tie-Rod Repair Type 2	EA	108	One Hundred Ten Dollars & No Cents	\$ 110.00	\$ 11,880.00



Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price in Figures	Total Price in Figures
<b>EXTRA WORK</b>						
SP-11.16	Contingency Funds	LS	1	One Hundred Thousand Dollars and no/cents	\$ 100,000	\$ 100,000
SP-11.18	Skateboard Deterrent Allowance	LS	1	Thirty Thousand Dollars and no/cents	\$ 30,000	\$ 30,000
					TOTAL BID: \$	\$ 4,544,426.10

Contract 14-C-00033; Tampa Riverwalk Doyle Carlton Drive and Seawall Repair

Computed Total Price In Words:

Four Million Five Hundred Forty Four Thousand Four  
Hundred Twenty Six dollars and TEN cents.

Computed Total Price in Figures: \$ 4,544,426.10


The bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 X #2 X #3    #4    #5   .

The bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that included in the various items of the proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90096), (Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A.	slope/shore per OSHA	LF	<u>3,635</u>	1.00	<u>\$ 3,635.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$ 3,635.00

Signed   
David L. Vakasi, Vice President

Failure to complete the above may result in the bid being declared non-responsive.

Contract 14-C-00033; Tampa Riverwalk Doyle Carlton Drive and Seawall Repair

Accompanying this Proposal is a certified check, cashier's check or Bid Bond (form included herein must be used) on the form at least five (5) percent of the total amount of the Proposal which check shall become the property of the

Fidelity & Deposit Co. of Maryland of Tampa, FL  
(Name of Bank or Surety) (City & State)

City of Tampa, or which bond shall become forthwith due and payable to the City of Tampa, if this Proposal shall be accepted by the City of Tampa and the undersigned shall fail to execute a contract with and to furnish the required Performance Bond and Payment Bond to the City of Tampa within twenty (20) days after the date of receipt of written Notice of Award by the City of Tampa to the undersigned so to do.

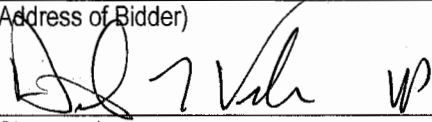
Dated December 9, 2014

David Nelson Construction Co.

(Name of Bidder)

3483 Alternate 19, Palm Harbor, FL 34683

(Address of Bidder)



(Signature)

David L. Vekasi, Vice President

(Title)

Where Bidder is a Corporation:

Attest:



~~Secretary~~ Linda D. Shutt, Asst. Corporate Secretary

AFFIX  
CORPORATE  
SEAL

(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

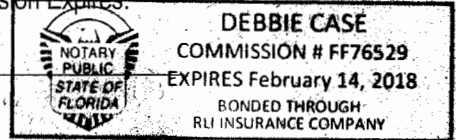
For a Corporation:

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 9th of December, 2014 by David L. Vekasi of David Nelson Construction Co., a FL corporation, on behalf of the corporation. He/she is  personally known or has \_\_\_\_\_ produced n/a as identification.

Debbie Case  
Notary

My Commission Expires:



For an Individual:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2014 by \_\_\_\_\_ who is \_\_\_\_ personally known to me or has \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary

My Commission Expires:  
\_\_\_\_\_

For a Firm:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2014 by \_\_\_\_\_ who signed on behalf of the said firm. He/she is \_\_\_\_ personally known or has \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_

TAMPA BID BOND  
Contract 14-C-00033; Tampa Riverwalk Doyle Carlton Drive and Seawall Repair

KNOW ALL MEN BY THESE PRESENTS, that we, David Nelson Construction Co.

(hereinafter called the Principal) and Fidelity and Deposit Company of Maryland

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Maryland, with its principal offices in the City of Schaumburg, IL, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 14-C-00033, Tampa Riverwalk Doyle Carlton Drive and Seawall Repair.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory Public Construction Bond payable to the City of Tampa, Florida in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City, then this Bid Bond obligation is to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 20th day of November, 2014.

Principal

David Nelson Construction Co.

BY [Signature]

TITLE President

BY [Signature]

Fidelity and Deposit Company of Maryland  
TITLE John R. Neu, Attorney-in-Fact & FL Licensed Agent

(SEAL)

John R. Neu  
Producing Agent

1000 Central Ave, Suite 200, St. Petersburg, FL 33705  
Producing Agent's Address

Nielson, Wojtowicz, Neu & Associates  
Name of Agency

The addition of such phrases as "not to exceed" or like import shall render the (Bid) (Proposal) non-responsive.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin WOJTOWICZ, Glenn ARVANITIS and John R. NEU, all of St. Petersburg, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*Thomas O. McClellan*  
*Vice President*  
*Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 24th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015





**Page 3 of 4DMI – Solicited/Utilized  
City of Tampa –DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized  
(FORM MBD-20)**

Contract No.: 14-C-00033 Contract Name: David Nelson Construction Co.  
 Contractor Name: David Nelson Construction Co. Address: 3483 Alt. 19, Palm Harbor, FL 34683  
 Federal ID: 59-1616643 Phone: (727)784-7624 Fax: (727)786-8894 Email: dvekasi@nelson-construciton.com

See attached documents.  
 No Subcontracting (of any kind) will be performed on this contract.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

**This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)**

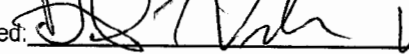
Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise

S = SLBE W=WMBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Scope/Contract %
Federal ID					
S	CREVELLO ELECTRIC, INC.	M	914	\$586,891.90	13.3%
59-3559003	3305 N. STANLEY ROAD, PLANT CITY FL 33565 813 986-6106. 813 986-9633				

Total Subcontract/Supplier Utilization \$ \$586,891.90  
 Total SLBE Utilization \$ 586,891.90  
 Total WMBE Utilization \$ \_\_\_\_\_

Percent SLBE Utilization of Total Bid/Proposal Amt. 13.3 % Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed:  Name/Title: David L. Vekasi, Vice President Date: 12/9/14