

Bid

RESOLUTION NO. 2014- 644

A RESOLUTION ACCEPTING THE PROPOSAL OF FLORIDA SAFETY CONTRACTORS, INC. PERTAINING TO CONTRACT 14-C-00020; BAYSHORE BOULEVARD BIKE LANE ENHANCEMENTS, PHASE II: FROM SOUTH HOWARD AVENUE TO ROME AVENUE, IN THE AMOUNT OF \$530,881.65; AUTHORIZING THE EXECUTION OF THE CONTRACT BY THE MAYOR OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2014, the Mayor received bids, tabulation of such bids being hereto attached for informational purposes, for the construction of Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue, and recommends to this Council that the proposal of Florida Safety Contractors, Inc. be accepted, funds therefor being available in the appropriate account; and

WHEREAS, the City desires to add a contingency amount of \$25,000, funds therefor 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 Florida Safety Contractors, Inc. in the total amount of \$505,881.65 for construction of the Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue, 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 in the adjusted amount of \$530,881.65.

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.

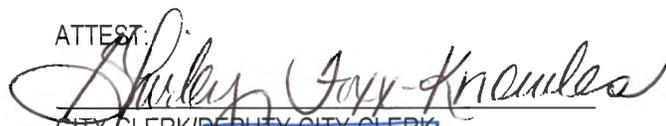
Section 7. Award of a contract for construction services is provided in the amount of \$530,881.65 for the Bayshore Boulevard Bike Lane Enhancements, Phase II: from south of S. Howard Ave to S. Rome Ave within the Transportation Grants Capital Projects Fund (\$505,881.65) and Local Option Gas Tax Capital Projects Fund (\$25,000.00).

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 SEP 18 2014

  
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:

4/2014-40

**City of Tampa  
BID TABULATION**

**Contract.: 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase  
II: from south of Howard Avenue to Rome Avenue**

**Bid Opening - July 01, 2014**

Posted July 01, 2014

<b>CONTRACTOR</b>	<b>TOTAL BID AMOUNT</b>
Florida Safety Contractors, Inc	\$505,881.65
Bun Construction Company, Inc	\$576,959.50
Ajax Paving Industries of Florida, Inc	\$588,519.70
David Nelson Construction Co	\$641,066.45

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

ALD

Contract 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

PROPOSAL

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

Name of Bidder Florida Safety Contractors, Inc.

(813)982-9172 K.reichart@floridasafetycontractors.com  
Business Phone Number and Email Address

Florida Safety Contractors, Inc. P.O. Box 16628 Tampa, FL 33687  
Business Name and Mailing Address

(813) 982-9172 Michael K. Reichart, President  
Phone Number and Name of Contact Regarding Permits

57-1191566  
Contractor/Qualifiers Name and Federal Identification Number

Date of Proposal 7/1/2014

(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 Safety Contractors, Inc.

Names and Address of President

Michael K. Reichart, President Tampa, FL 33687

Name and Address of Vice President

Elaine Reichart, Vice President Tampa, FL 33687

Name and Address of Secretary

Elaine Reichart, Secretary Tampa, FL 33687

Names and Address of Treasurer

Elaine Reichart, Treasurer Tampa, FL 33687

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 \_\_\_\_\_  
 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	Total Computed Price
	<b>FDOT PHASE II CONSTRUCTION</b>					
101-1	MOBILIZATION	LS	1	Fifty Thousand Dollars and no cents	\$ 50,000.00	\$ 50,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	Thirty Eight Thousand Dollars and no cents	\$ 38,000.00	\$ 38,000.00
104-10-3	SEDIMENT BARRIER	LF	2711	One Dollar and Fifty Cents	\$ 1.50	\$ 4,066.50
104-18	INLET PROTECTION SYSTEM	EA	19	One Hundred Dollars and no cents	\$ 100.00	\$ 1,900.00
110-1-1	CLEARING & GRUBBING	LS	1	Twenty Seven Thousand Dollars and no cents	\$ 27,000.00	\$ 27,000.00
120-1	EXCAVATION	CY	258	Twenty Five Dollars and no cents	\$ 25.00	\$ 6,450.00
120-6	EMBANKMENT	CY	655	Twenty Nine Dollars and no cents	\$ 29.00	\$ 18,995.00
160-4	STABILIZATION TYPE B	SY	622	Twenty Two Dollars and no cents	\$ 22.00	\$ 13,684.00
285-709	BASE OPTION (BASE GROUP 09)	SY	622	Thirty Nine Dollars and no cents	\$ 39.00	\$ 24,258.00
327-70-5	MILLING EXISTING ASPHALT PAVEMENT (2' AVG. DEPTH)	SY	5830	Two Dollars and Ninety cents	\$ 2.90	\$ 16,907.00
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	TN	102.6	Two Hundred and Twelve Dollars and no cents	\$ 212.00	\$ 21,751.20
337-7-73	ASPHALTIC CONCRETE FRIC. COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (ARB)	TN	34.2	Three Hundred and Forty Six Dollars and no cents	\$ 346.00	\$ 11,833.20
430-174-101	PIPE CULVERT, OPT. MATL, ROUND, 0-24"	LF	8	Two Hundred and Fifty Five Dollars and no cents	\$ 255.00	\$ 2,040.00
520-2-4	CONCRETE CURB (TYPE D)	LF	110	Eighteen Dollars and no cents	\$ 18.00	\$ 1,980.00
522-1	CONCRETE SIDEWALK (4" THICK)	SY	220	Forty Dollars and no cents	\$ 40.00	\$ 8,800.00
527-1	DETECTABLE WARNING ON EXISTING WALK SURFACE	EA	10	Four Hundred and Fifty Dollars and no cents	\$ 450.00	\$ 4,500.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
570-1-2	PERFORMANCE TURF SOD	SY	602	Five Dollars and no cents	\$ 5.00	\$ 3,010.00
700-1-11	SINGLE POST SIGN (F&I) (LESS THAN 12 SF)	AS	2	Six Hundred Dollars and no cents	\$ 600.00	\$ 1,200.00
700-1-50	SINGLE POST SIGN (RELOCATE)	AS	1	Two Hundred Dollars and no cents	\$ 200.00	\$ 200.00
700-1-60	SINGLE POST SIGN (REMOVAL)	AS	2	Ninety Dollars and no cents	\$ 90.00	\$ 180.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKINGS	EA	98	Four Dollars and no cents	\$ 4.00	\$ 392.00
711-11-111	THERMO PAVEMENT MARK, STD, WHITE, SOLID, 6"	NM	0.378	Four Thousand Dollars and no cents	\$ 4,000.00	\$ 1,512.00
711-11-122	THERMO PAVEMENT MARK, STD, WHITE, SOLID, 8"	LF	276	One Dollar and Thirty cents	\$ 1.30	\$ 358.80
711-11-123	THERMO PAVEMENT MARK, STD, WHITE, SOLID, 12"	LF	246	Two Dollars and no cents	\$ 2.00	\$ 492.00
711-11-124	THERMO PAVEMENT MARK, STD, WHITE, SOLID, 18"	LF	84	Three Dollars and no cents	\$ 3.00	\$ 252.00
711-11-125	THERMO PAVEMENT MARK, STD, WHITE, SOLID, 24"	LF	448	Four Dollars and no cents	\$ 4.00	\$ 1,792.00
711-11-131	THERMO PAVEMENT MARK, STD, WHITE, SKIP, 6"	GM	0.302	One Thousand Three Hundred Dollars and no cents	\$ 1,300.00	\$ 392.60
711-11-160	THERMO PAVEMENT MARK, STD, WHITE, MESSAGES	EA	9	Three Hundred and Fifty Dollars and no cents	\$ 350.00	\$ 3,150.00
711-11-170	THERMO PAVEMENT MARK, STD, WHITE, ARROWS	EA	14	Seventy Dollars and no cents	\$ 70.00	\$ 980.00
711-11-211	THERMO PAVEMENT MARK, STD, YELLOW, SOLID, 6"	NM	0.288	Three Thousand Six Hundred Dollars and no cents	\$ 3,600.00	\$ 1,036.80
SP-02	RESET GRANITE CURBING	LF	3436	Twenty Nine Dollars and Fifty Cents	\$ 29.50	\$ 101,362.00
SP-03A	CURB INLET (CITY OF TAMPA TYPE 1) Regular	EA	1	Seven Thousand Dollars and no cents	\$ 7,000.00	\$ 7,000.00
SP-03A	CURB INLET (CITY OF TAMPA TYPE 1) J BOTTOM 6" ROUND	EA	1	Eight Thousand Dollars and no cents	\$ 8,000.00	\$ 8,000.00

Item No.	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
SP-2-14	VIDEO TAPE PROJECT	LS	1	Five Hundred Dollars and no cents	\$ 500.00	\$ 500.00
SP-10.02.1	TREE REMOVAL (5' TO 12' DIAMETER)	EA	2	One Thousand Dollars and no cents	\$ 1,000.00	\$ 2,000.00
	<b>SIGNALIZATION</b>					
102-14	TRAFFIC CONTROL OFFICER	MH	64	Sixty Nine Dollars and Forty Four cents	\$ 69.44	\$ 4,444.16
630-2-11	CONDUIT-SIGNALS (F&I) (OPEN TRENCH)	LF	260	Seven Dollars and Twenty Five Cents	\$ 7.25	\$ 1,885.00
630-2-12	CONDUIT-SIGNALS (F&I) (UNDERGROUND)	LF	260	Twenty Four Dollars and Fifteen Cents	\$ 24.15	\$ 6,279.00
632-7-1	CABLE (SIGNAL) (F&I)	PI	1	Two Thousand Two Hundred Fifty Two Dollars and Fifty Three Cents	\$ 2,252.53	\$ 2,252.53
633-4-1	INTERCONNECT CABLE (1-26) (F&I) (UG)	LF	250	Fifteen Dollars and Thirty One Cents	\$ 15.31	\$ 3,827.50
635-2-11	PULL & JUNCTION BOXES (F&I) (PULL BOX)	EA	16	Five Hundred Ninety Six Dollars and Thirty Four Cents	\$ 596.34	\$ 9,541.44
639-1-122	ELECT. PWR SVC (F&I) (UG) (PURCH. BY CONTRACTOR BY PWR COMP)	AS	1	One Thousand Seven Hundred Seven Dollars and Forty Five cents	\$ 1,707.45	\$ 1,707.45
639-2-1	ELECTRICAL SERVICE WIRE (F&I)	LF	240	One Dollar and Thirty One Cents	\$ 1.31	\$ 314.40
641-2-12	PRESTRESSED CONCRETE POLE (F&I) (TYPE II SERVICE POLE)	EA	1	Eight Hundred Nineteen Dollars and Ninety Five Cents	\$ 819.95	\$ 819.95
649-31-210	MAST ARM ASSEMBLY (F&I) (WIND SPEED 130) (ARM LENGTH 36'-36")	EA	1	Twenty One Thousand Two Hundred and Fifty Seven Dollars and Thirteen Cents	\$ 21,257.13	\$ 21,257.13
650-1-311	TRAFFIC SIGNAL (F&I) (3-SECTION) (ONE-WAY) (SPECIAL)	AS	4	Seven Hundred Seventy Four Dollars and Seventy Five Cents	\$ 774.75	\$ 3,099.00
660-3-11	VEHICLE DETECTION SYSTEM - MICROWAVE (F&I) (CABINET EQT)	EA	2	Two Thousand Seven Hundred and Forty Five Dollars and Eighty Five Cents	\$ 2,745.85	\$ 5,491.70
660-3-12	VEHICLE DETECTION SYSTEM - MICROWAVE (F&I) (ABOVE GRND EQT)	EA	2	Five Thousand Five Hundred and Ninety Five Dollars and Seventy Seven Cents	\$ 5,595.77	\$ 11,191.54
670-5-110	TRAFFIC CONTROLLER ASSEMBLY (F&I) (NEMA) (NO PREEMPT)	AS	1	Twenty Three Thousand Two Hundred and Three Dollars and Fifty Two Cents	\$ 23,203.52	\$ 23,203.52
682-1-11	ITS CCTV CAMERA (F&I), DOME ENCLOSURE, PRESSURIZED	EA	1	Seven Thousand Five Hundred and Sixty Nine Dollars and Forty Four Cents	\$ 7,569.44	\$ 7,569.44

Item No	Description	Unit	Approx. Quantity	Unit Price in Words	Unit Price	Total Computed Price
685-106	SYSTEM AUXILIARIES (F&I) (UNINTERRUPTABLE POWER SOURCE)	EA	1	Eight Thousand Two Hundred and Thirty Eight Dollars and Sixty Nine cents	\$ 8,238.69	\$ 8,238.69
690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVE	EA	4	Forty Six Dollars and Fifty Nine cents	\$ 46.59	\$ 186.36
690-32-2	POLE REMOVAL-SHALLOW	LF	1	One Thousand Eight Hundred and Three Dollars and Three cents	\$ 1,803.03	\$ 1,803.03
690-50	CONTROLLER ASSEMBLY, REMOVAL	EA	1	Three Hundred and Seventy Two Dollars and Seventy Three cents	\$ 372.73	\$ 372.73
690-50	DETECTOR VEHICLE ASSEMBLY, REMOVE	EA	3	Forty Six Dollars and Fifty Nine cents	\$ 46.59	\$ 139.77
690-50	CONDUIT AND CABLING, REMOVE	PI	1	Seven Hundred Forty Five Dollars and Forty Five cents	\$ 745.45	\$ 745.45
690-100	SIGNAL EQUIPMENT, MISCELLANEOUS REMOVE	PI	1	One Thousand One Hundred and Eighteen Dollars and Eighteen Cents	\$ 1,118.18	\$ 1,118.18
700-5-22	INTERNALLY ILLUMINATED SIGN (F&I, OVERHEAD MOUNT) (12-18 SF)	EA	2	Two Thousand Two Hundred and Nine Dollars and Twenty Nine cents	\$ 2,209.29	\$ 4,418.58
				TOTAL	\$	\$ 505,881.65

Contract 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

Computed Total Price In Words:

Five Hundred and Five Thousand Eight Hundred and Eighty One

\_\_\_\_\_ dollars and Sixty Five cents.

Computed Total Price in Figures: \$ 505,881.65

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 n/a #2 n/a #3 n/a #4 n/a #5 n/a.

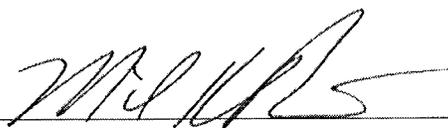
The bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

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.	<u>Sloping</u>	<u>LF</u>	<u>8</u>	<u>\$2.00</u>	<u>\$16.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total Cost \$ 16.00

Signed \_\_\_\_\_



Michael K. Reichart, President

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

Contract 14-C-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

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

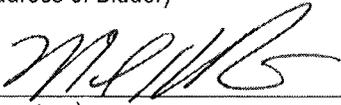
Nielson, Wojtowicz, Neu & Associates, Inc. of St. Petersburg, FL  
(Name of Bank or Surety) (City & State)

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 July 1st, 2014

Florida Safety Contractors, Inc.  
(Name of Bidder)

P.O. Box 16628 Tampa, FL 33687  
(Address of Bidder)

  
(Signature) Michael K. Reichart

President  
(Title)

Where Bidder is a Corporation:

Attest:  
  
Secretary Elaine Reichart

AFFIX  
CORPORATE  
SEAL

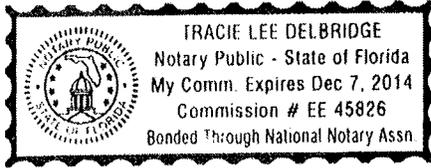
(ACKNOWLEDGMENT OF PRINCIPAL)

STATE OF Florida )  
 ) SS:  
COUNTY OF Hillsborough )

For a Corporation:

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1 of July, 2014 by Michael K. Reichart of Florida Safety Contractors, Inc., a FL corporation, on behalf of the corporation. He/she is personally known or has produced n/a as identification.



*Tracie Delbridge*  
Tracie Delbridge

Notary

My Commission Expires:

Dec 7, 2014

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-00020; Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

Florida Safety Contractors, Inc.

(hereinafter called the Principal) and The Guarantee Company of North America USA

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of Michigan, with its principal offices in the City of Southfield, MI, 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-00020, Bayshore Boulevard Bike Lane Enhancements, Phase II: from South Howard Avenue to South Rome Avenue.

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 Performance Bond and Payment 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 25th day of June, 2014.

Principal

Florida Safety Contractors, Inc.

BY

*[Handwritten Signature]*

Michael K. Reichart

TITLE

President

BY

*[Handwritten Signature]*

TITLE

Kevin R. Wojtowicz, Attorney-in-Fact & FL Licensed Resident Agent

Countersigned:  
(SEAL)

Kevin R. Wojtowicz  
Local Resident Producing Agent

1000 Central Ave. Ste. 200  
St. Petersburg, FL 33705

Local Resident Producing Agent's Address

Nielson, Wojtowicz, Neu & Associates  
Name of Local Agency

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



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin R. Wojtowicz, Tracey C. Brown, David R. Turcios
Nielson, Wojtowicz, Neu & Associates

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 25th day of June . 2014

[Signature of Randall Musselman]

Randall Musselman, Secretary

