

SECTION V

CONTRACT DOCUMENTS

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Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

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

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

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
D-Mar General Contracting & Development, Inc. 1453 S. MKL Jr. Ave. Clearwater, FL 33756 (727) 561-4760	<div style="background-color: yellow; padding: 2px;">[name]</div> <div style="background-color: yellow; padding: 2px;">[principal business address]</div> <div style="background-color: yellow; padding: 2px;">[phone number]</div>	City of Clearwater Engineering 100 S. Myrtle Avenue Clearwater, FL 33756 (727) 562-4750

PROJECT NAME: BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III

PROJECT NO.: 16-0023-PR-BA

PROJECT DESCRIPTION: removing and replacing 19 packaged rooftop units along with miscellaneous heating, ventilation & air conditioning (HVAC) work at the BayCare Ballpark, 601 Old Coachman Rd. Clearwater, FL 33765

BY THIS BOND, We, D-Mar General Contracting & Development, Inc., as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$306,711.90, 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 BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

- 3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
- 4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
- 5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- 6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
- 7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

*(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).*

D-Mar General Contracting & Development,
Inc.
By: _____
Title: _____
Print Name: _____

WITNESS:

WITNESS:

Corporate Secretary or Witness
Print Name: _____

Print Name: _____

(affix corporate seal)

(Corporate Surety)

By: _____
ATTORNEY-IN-FACT
Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ___ day of _____, 20___ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and D-Mar General Contracting & Development, Inc., of the City of Clearwater, County of Pinellas, and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:] **NOT APPLICABLE**

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: BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III

PROJECT NO.: 16-0023-PR-BA

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@myclearwater.com, 600 Cleveland St. Clearwater, FL 33756

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

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

CONTRACT

(4)

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

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

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

By: _____
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: BAYCARE BALLPARK HVAC
 RENOVIATIONS – PHASE III

Parks and Recreation PROJECT NO.: 16-0023-PR-BA

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: D-Mar General Contracting & Development, Inc.

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

[insert name of Surety]
 [address]
 [address]

,SURETY,

on bond of

D-Mar General Contracting & Development, Inc.
 1453 S. MLK Jr. Ave.
 Clearwater, FL 33756

,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
 Parks and Recreation
 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, D-Mar General Contracting & Development, Inc. as Contractor, and THE GRAY INSURANCE COMPANY as Surety, whose address is P.O. BOX 6202, METAIRIE, LA 70009 - 6202, are held and firmly bound unto the City of Clearwater, Florida, in the sum of Ten Percent of the total amount bid Dollars (\$ 10%) (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 D-Mar General Contracting & Development, Inc. as Contractor, and THE GRAY INSURANCE COMPANY as Surety, for work specified as: 16-0023-PR-BA - BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III

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 12 day of August, 2021.

D-Mar General Contracting & Development, Inc.
Contractor

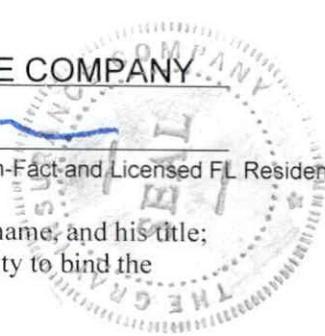
D-Mar General Contracting & Development, Inc.
Principal

By: Owner
Title

THE GRAY INSURANCE COMPANY

Surety Kevin Wojtowicz, Attorney-In-Fact and Licensed FL Resident Agent

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.**



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: NA Principal: D-Mar General Contracting & Development, Inc.
Project: 16-0023-PR-BA - BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 12 day of August



Mark S. Manguno
Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

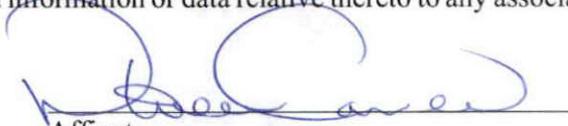
COUNTY OF Pinellas)

Doreen Caudell

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

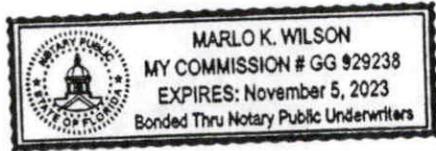
President of D-Mar General Contracting & Development, Inc,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

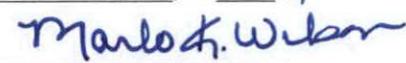


Affiant

Sworn to and subscribed before me this 12th day of August, 2021.



Marlo Wilson



Notary Public

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III (16-0023-PR-BA)

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

BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III (16-0023-PR-BA)

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

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

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

PROPOSAL

(2)

Attached hereto is a bond or certified check on _____
_____ 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 sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Doreen Caudell 1453 S. MLK Jr. Ave., Clearwater, FL 33756

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:

Owner / CAC/wmse

Company Legal Name: D-Mar General Contracting & Development, Inc.

Doing Business As (if different than above): _____

Business Address of Bidder: 1453 S. MLK Jr. Ave.

City and State: Clearwater, FL Zip Code 33756

Phone: 727-461-4760 Email Address: doreen.caudell@d-mar.com

Dated at 9:30 am Pinellas C, this 12th day of August, A.D., 2021
County, FL

BIDDER'S PROPOSAL**PROJECT: BAYCARE BALLPARK HVAC RENOVATIONS – PHASE III (16-0023-PR-BA)****CONTRACTOR: D-Mar General Contracting & Development, Inc.****BIDDER'S GRAND TOTAL: \$ 306,711.90 (Numbers)****BIDDER'S GRAND TOTAL: Three hundred six, seven hundred eleven
dollars and ninety cents.**

(Words)

Request for Proposal BayCare Ballpark HVAC Renovations - Phase III 16-0023-PR-BA					
Item No.	Description	Units	QTY	Unit Cost	Total Cost
1	Remove and replace 2 ton packaged roof top unit and associated thermostat in kind. Provide new packaged roof top unit with ionization unit Plasma Air Plasma Pure AutoClean 1500: RTUB-205	EA	1	\$8,705.00	\$8,705.00
2	Remove and replace 2.5 ton packaged roof top units and associated thermostats in kind. Provide new packaged roof top units with ionization unit Plasma Air Plasma Pure AutoClean 1500: RTUA-306, RTUA-307, RTUA-308, RTUA-309, RTUA-310 & RTUA-311.	EA	6	\$8,838.00	\$53,028.00
3	Remove and replace 4 ton packaged roof top units and associated thermostats in kind. Provide new packaged roof top units with ionization unit Plasma Air Plasma Pure AutoClean 1500: RTUB-201, RTUB-303, RTUB-312, RTUB-313 & RTUB-314.	EA	5	\$9,368.00	\$46,840.00
4	Remove and replace 5 ton packaged roof top units and associated thermostats in kind. Provide new packaged roof top units with ionization unit Plasma Air Plasma Pure AutoClean 1500: RTUB-203, RTUB-204 & RTUB-304.	EA	3	\$10,735.00	\$32,205.00
5	Remove and replace 6 ton packaged roof top unit and associated thermostat in kind. Provide new packaged	EA	1	\$13,505.00	\$13,505.00

SECTION V – Contract Documents

	roof top unit with ionization unit Plasma Air Plasma Pure AutoClean 1500: RTUB-202				
6	Remove and replace 6 ton packaged roof top unit and associated thermostat in kind. Provide new packaged roof top unit with duct mounted smoke detector to be interlocked with existing fire alarm system. Provide new packaged roof top unit with ionization unit Plasma Air Plasma Pure AutoClean 1500: RTUB-302	EA	1	\$14,534.00	\$14,534.00
7	Remove and replace 7.5 ton packaged roof top units and associated thermostats in kind. Provide new packaged roof top units with duct mounted smoke detectors to be interlocked with existing fire alarm system. Provide new packaged roof top units with ionization unit Plasma Air Plasma Pure AutoClean 1500: RTUB-301 & RTUB-305	EA	2	\$15,452.00	\$15,452.00
8	Provide existing mini splits with ionization unit Plasma Air 602: AHU-301 & AHU-302	EA	2	\$963.00	\$1,926.00
9	Provide existing water source heat pumps with ionization units Plasma Air Plasma Pure AutoClean 1500: HP-201, HP-202, HP-203, HP-204, HP-205, HP-206, HP-207A, HP-207B, HP-301, HP-302, HP-303, HP304, HP-305 & HP-306.	EA	14	\$1,078.00	\$15,092.00
10	Provide existing packaged roof top units with ionization units Plasma Air Plasma Pure AutoClean 1500: RTU-101, RTU-207 & RTUB-315.	EA	3	\$1,078.00	\$3,234.00
11	Provide Testing & Balance of HVAC System, Provide copy of Test & Balance report in O&M Manual	LS	1	\$12,087.00	\$12,087.00
12	Extended 5-year warranty of all HVAC Compressors of bid items	LS	1	\$0.00	Included in above line items
13	General Conditions/Supervision	LS	1	\$23,308.00	\$23,308.00
14	Profit and Overhead	LS	1	\$15,961.00	\$15,961.00
15	Performance bond	LS	1	\$7,500.00	\$7,500.00
16	Sub Total of Items 1 - 15				\$278,829.00

17	10% Contingency of Line 16 Contingency funds shall only be utilized for items not included in the scope of work (lines 1-14), additional scope of work shall be provided in writing by the HVAC Contractor for approval by the Owner. Owner must approve additional scope of work in writing for utilization of contingency funds. Any contingency funds remaining shall be returned to the Owner by closing out purchase order short.		1	\$27,882.90	\$27,882.90
18	Grand total of lines 16 & 17 includes contingency.				\$306,711.90

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.

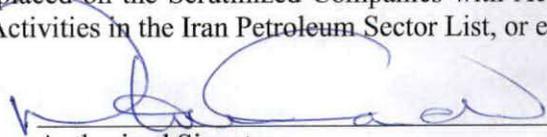
THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

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
Doreen Caudell

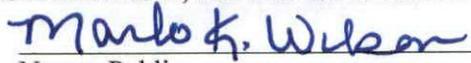
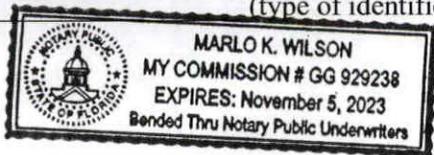
Printed Name
President

Title
D-Mar General Contracting & Development, Inc
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on this 12 day of August, 2021, by Doreen Caudell (name of person whose signature is being notarized) as the President (title) of D-Mar General Contracting & Development, Inc. (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
Marlo Wilson

Printed Name

My Commission Expires: 11-23, 5th day
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
Doreen Caudell

Printed Name
President

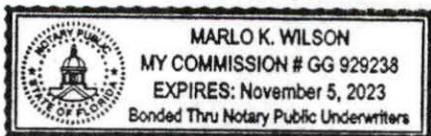
Title
D-Mar General Contracting & Development, Inc

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on this 12 day of August, 2021, by Doreen Caudell (name of person whose signature is being notarized) as the President (title) of D-Mar General Contracting & Development, Inc (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
Marlo Wilson

Printed Name

My Commission Expires: 11-05-2023
NOTARY SEAL ABOVE

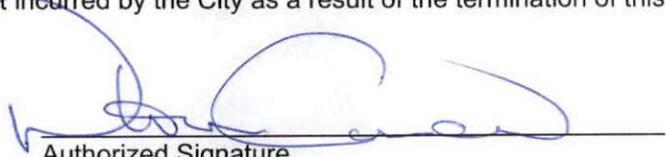
VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

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 Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.



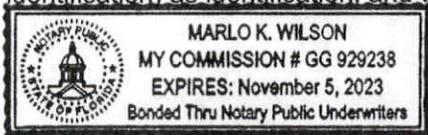
Authorized Signature
Doreen Caudell

Printed Name
President

Title
D-Mar General Contracting & Development, Inc
Name of Entity/Corporation

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 12th day of August, 2021, by Doreen Caudell (name of person whose signature is being notarized) as the President (title) of D-Mar General Contracting & Development, Inc (name of corporation/entity), personally known X, or produced _____ (type of identification) as identification, and who did/did not take an oath.



Marlo K. Wilson
Notary Public
Marlo Wilson
Printed Name

My Commission Expires: 11-05-2023
NOTARY SEAL ABOVE

VENDOR INFORMATION

Company Legal/Corporate Name: D-Mar General Contracting & Development, Inc.

Doing Business As (if different than above): N/A

Address: 1453 S. MLK Jr. Ave.

City: Clearwater State: FL Zip: 33756

Phone: 727-461.4760 Fax: 727.442.07.52

E-Mail Address: doreen.caudell@d-mar.com Website: www.d-mar.com

DUNS # 163261449

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this response:

Name: Katlin Duncan

Phone: 727.461.4760

Fax: 727.442.0752

E-Mail Address: estimating@d-mar.com

Day-to-Day Project Contact (if awarded):

Name: Larry Archer

Phone: 727-461-4760 Ext. 202

Fax: 727.442.0752

E-Mail Address: larry.archer@d-mar.com

Certified Small Business

Certifying Agency: WBENC , Hillsborough County, City of Tampa, Office
Supplier Diversity

Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: Disadvantaged Business Enterprise

Provide supporting documentation for your certification, if applicable.