SECTION V

CONTRACT DOCUMENTS

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October 31, 2025

City of Clearwater, Florida Public Works PO Box 4748 Clearwater, FL 33758-4748

Re:

Bandes Construction Company, Inc.

Performance and Payment Bond No. 016246040

City of Clearwater, Florida

North Greenwood Aquatic Center Renovation

Bond Amount: \$1,979,529.21

Dear City of Clearwater, Florida:

This is your Letter of Authority to date the Bonds and Power of Attorneys the same date as the contract approval date.

Sincerely,

Liberty Mutual Insurance Company

Anthony T. Papa, Jr.

Attorney-in-Fact and Licensed Florida Resident Agent/A199806



LMS-12873 LMIC OCIC WAIC Multi Go,02/24

POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Certificate No: 8213129-985140

West American Insurance Company KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony T. Papa, Jr.; Breanne E. Souza; Christine A. Papa; Emily Papa all of the city of state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, Sarasota FL execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February 2025 Liberty Mutual Insurance Company INSUR The Ohio Casualty Insurance Company West American Insurance Company 1991 1919 and/or Power of Attorney (POA) verification inquiries, II 610-832-8240 or email HOSUR@libertymutual.com. By: Nathan J. Zangerle, Assistant Secretary State of PENNSYLVANIA County of MONTGOMERY On this 13th day of February , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. Commonwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County mmission expires March 28, 2029 Commission number 1126044 ber, Pennsylvania Association of Notaries This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman. the President or by the officer of the corporation. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do. hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and IN TESTIMONY WHEREOF, Drave hereunto set my hand and affixed the seals of said Companies this 31st day of 1991 Renee C. Llewellyn, Assistant Secretary

PERFORMANCE AND PAYMENT BOND (Public Work) In compliance with F.S. Chapter 255.05(1)(a)

BOND NO.:	016246040
CONTRACTOR NAME:	Bandes Construction Company, Inc.
CONTRACTOR ADDRESS:	1368 Spalding Road, Suite C
	Dunedin, FL 34698
CONTRACTOR PHONE NO.:	(727) 733-5558
SURETY COMPANY:	Liberty Mutual Insurance Company
	175 Berkeley Street
	Boston, MA 02116 (617) 357-9500
SURETY AGENT:	M. E. Wilson Company, LLC 7264 Kyle Court Sarasota, FL 34240 (941) 999-1900
OWNER NAME:	City of Clearwater, Florida - Public Works
OWNER ADDRESS:	PO Box 4748
	Clearwater, FL 33758-4748
OWNER PHONE NO.:	(727)562-4850
OBLIGEE NAME: (If contracting	n/a
entity is different from the owner.	
the contracting public entity)	
OBLIGEE ADDRESS:	n/a
OBLIGEE PHONE NO.:	n/a
BOND AMOUNT:	\$ 1,979,529.21
CONTRACT NO.; (if applicable)	
DESCRIPTION OF WORK:	North Greenwood Aquatic Center Renovation
PROJECT ADDRESS:	900 North MLK Jr. Ave, Clearwater, FL 33755
LEGAL DESCRIPTION:	North Greenwood Aquatic Center Renovation
	900 North MLK Jr. Ave, Clearwater, FL 33755

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

Bond	No.:	016246040	
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PUBLIC CONSTRUCTION BOND

(1)

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

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

CONTRACTOR	SURETY	OWNER
Bandes Construction Company, Inc	[name] Liberty Mutual Insurance Company	City of Clearwater Public Works
Principal Name 1368 Spalding Rd Ste. C	Principal Name Surgipal Name [Address Line 1], 175 Berkeley Street	PO Box 4748 Clearwater FL 33758-4748
Dunedin, FL 34698	[Address Line 2] Boston, MA 02116	(727) 562-4750
Principal Business Address 727-733-5558	Principal Business Address [phone number] (617) 357-9500	
Principal Phone Number	Principal Phone Number	

PROJECT NAME: North Greenwood Aquatic Center Renovation

PROJECT NO.: 25-0020-PR

PROJECT DESCRIPTION: The City of Clearwater is seeking qualified general contractors to submit bids for the City's North Greenwood Recreation and Aquatic Center will undergo improvements and renovations to its aquatic amenities and equipment. The improvements and renovations will include the resurfacing of all three existing water bodies with a Hydrazzo finish:

a) the Lap Pool (approximately 4,470 sf)

b) the Water Activity Pool (approximately 2,000 sf)

c) the Plunge Pool (approximately 300 sf)

The project will also include removing and replacing the existing concrete deck, replacing the Lap Pool and Activity Pool Coping, repairing the pool shell crack in the Lap Pool, Rehabilitating the existing Water Feature in the Water Activity Pool, rehabilitating the existing Slide and Slide Tower in the Plunge Pool, and modifying the Lap Pool and Activity Pool equipment room. Add alternatives will be under consideration for this project.

The following plan set (36 pages) digitally signed on 08/05/25 by City Engineer shall be used for bidding purposes and describe the specific project scope:

1. Lap Pool Resurfacing & Equipment Modification Plans

- 2. Activity Pool Resurfacing & Equipment Modification Plans
- 3. Plunge Pool Resurfacing Plans
- 4. Deck Modification Plans

SECTION V - Contract Documents

BY	THIS	BOND,	We,	Bandes Cons	struction Company, Inc.	, as	Contractor,	and
		Liberty M	utual Insurance	e Company	, a corpora	ation, as Sur	rety, are bound	to the
City	of Cleary	vater, Florid	la, herein ca	Iled Owner, in	the sum of \$[1,979,5	29.21], for	payment of whi	ich we
					uccessors, and assign			
				A CANADA A MARKATA				
THE	CONDI	TION OF T	HIS BOND	is that if Contr.	actor:			
				-				
1.	Perfor	rms the con	tract dated_	-	, between Contr	ractor and O	wner for constr	uction
	of No	rth Greenw	ood Aquatic	Center Renova	ation, 25-0020-PR th	e contract d	ocuments being	made
	a part	of this box	nd by refere	nce (which inc	lude the Advertisem	ent for Bid	s, Proposal, Co.	ntract,
	Surety	y Bond, Ins	structions to	Bidders, Gen-	eral Conditions, Pla	ns, Technic	al Specification	ns and
	Apper	ndix, and su	ch alteration	is as may be ma	ade in said Plans and	Specificatio	ns as therein pro	ovided
	for), a	it the times	and in the m	anner prescribe	ed in the contract; an	d		
2.	Prom	ptly makes	payments t	o all claimants	s, as defined in Sec	tion 255.05	(1), Florida Sta	atutes,
	supply	ying Contra	ctor with lal	or, materials, o	or supplies, used dire	etly or indir	ectly by Contra	ctor in
	10.0				the contract; and			

Bond No.:	016246040
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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 do 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.

addition to the terms of the contract or to the terms of t	
November , 20 <u>25</u> .	
(If sole Ownership or Partnership, two (2) Witness (If Corporation, Secretary only will attest and affix	
	Bandes Construction Company, Inc.
	By: Title: Vice President Print Name: Zachary Bandes
Corporate Secretary or Witness Print Name: Lucy Comez	Print Name: Malorie Cantre
(affix corporate seal)	Liberty Mutual Insurance Company (Corporate Surety)
	By: ATTORNEY-IN-FACT Anthony T. Papa Jr., Attorney in Fact and D Licensed Florida Resident Agent A 199806

(affix corporate seal)

(Power of Attorney must be attached)



LMS-12873 LMIC OCIC WAIC Multi Co 02/24

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8213129-985140

West American Insurance Company KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony T. Papa, Jr.; Breanne E. Souza; Christine A. Papa; Emily Papa all of the city of state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February 2025 Liberty Mutual Insurance Company INSU The Ohio Casualty Insurance Company West American Insurance Company 1991 nd and/or Power of Attorney (POA) verification inquiries, call 610-832-8240 or email HOSUR@libertymutual.com. By: Nathan J. Zangerle, Assistant Secretary State of PENNSYLVANIA County of MONTGOMERY. On this 13th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. commonwealth of Pennsylvania - Notary Sea Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2029 Commission number 1126044 Pennsylvania Association of Notaries This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall poug have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such For bon please instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have the reunto set thy hand and affixed the seals of said Companies this Renee C. Liewellyn, Assistant Secretary

(1)

This CONTRACT made and entered into this day of November, 2025 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Bandes Construction Company, Inc. of the City of Dunedin County of Pinellas and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This CONTRACT made and entered into this day of November, 2025 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Bandes Construction Company, Inc., a/an Florida (State) Corporation authorized to do business in the State of Florida, of the City of Clearwater County of Pinellas and State of Florida, 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: North Greenwood Aquatic Center Renovation

PROJECT NO.: 25-0020-PR

in the amount of \$ 1,979,529.21

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.

(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.

(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, Rosemarie Call, City Clerk, at <u>Rosemarie.Call@myclearwater.com</u>, 727-562-4092, 600 Cleveland St., 6th Floor, 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

- 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:		<u>"</u>	(SEAL)
	Jennifer Poirrier City Manager	Attest:	
Coun	tersigned:		
		Rosemarie Call	
		City Clerk	
By:		Approved as to form:	*
	Bruce Rector Mayor		
	Timy Of	Jerrod Simpson	
		Senior Assistant City Attorney	
Conti	ractor must indicate whether:		
X	Corporation,Partnersh	ip,Company, or	Individual
		Bandes Construction Company	, Inc.
		(Contractor)	
			(OF AT)
		By: Print Name: Zachary Bandes	(SEAL)
	a	Title: Vice President	

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: North Greenwood Aquatic Center Renovation
	Public Works	PROJECT NO.: 25-0020-PR
	100 S Myrtle Ave	CONTRACT DATE:
	Clearwater, FL 33756	BOND NO.: Type text herecorded in O.R. Book [], Page [], of the Public Records of Pinellas County, Florida.
CONTRACTOR	: [
-	55.05(11), Florida Statute he Contractor as indicated	s, and in accordance with the provisions of the Contract between d above, the:
[insert name of [address] [address], SUR on bond of		
[insert name of [address] [address], CON		
	s of the final payment to Surety of any of its oblig	the Contractor, and agrees that final payment to the Contractor rations to
City of Clearwa Public Works PO Box 4748 Clearwater, FL	ter 33758-4748, OWNER,	
as set forth in sa	aid Surety's bond.	
IN WITNESS V	VHEREOF, the Surety ha	s 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		That we, the undersigned, B	
			itual Insurance Company
	as Surety,	whose address is 175 Berke	
			mly bound unto the City
of Clearwater, Florida,	· · · · · · · · · · · · · · · · · · ·	10% of Accompanying Bio	
		Contractor's total bid amount)	
		and—severally—bind—ourselve	s, our heirs, executors,
administrators, successors	and assigns.		
The condition of the above	e obligation is such that	if the attached Proposal of Ba	indes Construction Company, Inc
	s Contractor, and	Liberty Mutual Insurance Company	
work specified as:		: Center Renovation - 900 North MLK	
	· '		<u> </u>
all as stipulated in said Pr	oposal, by doing all wor	k incidental thereto, in accord	dance with the plans and
specifications provided he	erefor, all within Pinellas	County, is accepted and the	contract awarded to the
above named bidder, and the	he said bidder shall within	ten days after notice of said av	ward enter into a contract,
in writing, and furnish the	required Public Construc	tion Bond with surety or suret	ies to be approved by the
		ise the same shall be in full for	
the full amount of this Pro	posal/Bid Bond will be p	aid to the City as stipulated or	liquidated damages.
Duin aimal annat in dianta wil	- atl- am		•
Principal must indicate what X Corporation,	Partnership,	Company, or	Individual
Corporation,	rannersnip,	Company, or	murviduai
	Signed	d this 15th day of October	. 20 25
		Bandes Construction Comp	any, Inc.
		Contractor	
		Zachary Bandes	-
		Principal	
		By: Vice President	
		Title	
		11110	
		Liberty Mutual Insurance Company	y
		/ 2-1	
		Surety Anthony T. Papa Jr., Atto Licensed Florida Resider	orney-In-Fact and
		Liconoca i ionaa i toolaci	

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**.



POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8213129-985140

	KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,	
	Anthony T. Papa, Jr.; Breanne E. Souza; Christine A. Papa; Emily Papa	
	all of the city of Sarasota state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February , 2025	
	Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company	
		quiries, ıal.com.
)	State of PENNSYLVANIA County of MONTGOMERY ss	ion in Symutt
	On this 13th day of February , 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	verificat 3@liber
	IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.	S.Y
	Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2029 Commission number 1126044 Member, Pennsylvania Association of Notaries By: Livea Instella Teresa Pastella, Notary Public	of Attorney (Post or email HO
	This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casually Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	² owe 32-82
	ARTICLE IV – OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such altorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.	For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.
-	ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the	

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October , 2025



signed by the president and attested by the secretary.





By: Renee C. Llewellyn, Assistant Secretary

 $\underline{\textbf{AFFIDAVIT}}$ (To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA)					
COUNTY OF Pinellas					
Yolanda Lynch	, being d	uly sworn, depose	es and says t	hat he/she is	
Secretary of Bandes Construction Company, Inc.					
a corporation organized and existing under a	and by virtue of the	he laws of the State	e of Florida, a	and having its	
principal office at:					
1368 Spalding Rd Ste C	Dunedin	Pine	ellas	FL	
(Street & Number)	(City)	(Cou	(County)		
Affiant further says that he is famil	iar with the	records, minute	books and	by-laws of	
Bandes Construction Company, Inc.					
(Name of Corporation)					
Affiant further says that Zachary Bande	s	is Vice Presi	dent		
(Officer's Name)		(Title)			
of the corporation, is duly authorized to	sign the Propose	al for Bandes Co	onstruction Co	ompany, Inc.	
or said corporation by virtue of					
(state v	whether a prov	rision of by lav	ws or a R	esolution of	
Board of	f Directors. If by	Resolution give da	ate of adoption	n).	
	(0	Muxton_	`		
					
		a Lynch			
	Affiant				
Sworn to before me this 15th day of Oct	tober	_{0.20} 25			
 ,		Jheyla J	O KT TATO		
	Not				
Sheyla Santlago Commission#HH 592809	Not	ary Public			
Commission Expires 09-12-2028 Bonded Through - Cynanolary	She	eyla Santiago			
Florida - Notary Public	Тур	e/print/stamp nam	e of Notary		
	НН	l-592809			
	Titl	e or rank, and Seri	al No if any	···	

NON-COLLUSION AFFIDAVIT

STATE OF FLURIDA)	
COUNTY OF Pinellas	
Zachary Bandes	being, first duly sworn, deposes and says that he is
Vice President of	Bandes Construction Company, Inc.
said bidder is not financially interested in or oth on the same contract; that said bidder has not colluwith any bidders or person, to put in a sham bid has not in any manner, directly or indirectly, s conference, with any person, to fix the bid price or cost element of said bid price, or that of any of Clearwater, Florida, or any person or persons in contained in said proposal or bid are true; and	that such Bid is genuine and not collusive or sham: that erwise affiliated in a business way with any other bidder ided, conspired, connived, or agreed, directly or indirectly, or that such other person shall refrain from bidding, and sought by agreement or collusion, or communication or or affiant or any other bidder, or to fix any overhead, profit ther bidder, or to secure any advantage against the City of terested in the proposed contract; and that all statements further, that such bidder has not directly or indirectly alged information or data relative thereto to any association
,	Affiliant 25
Sworn to and subscribed before me this 15th	Notary Public , 20 25.
	Sheyla Santiago Commission # HH 592809 Commission Expires 09-12-2028 Bonded Through - Cynanotary Florida - Notary Public

PROPOSAL

TO THE CITY OF CLEARWATER, FLORIDA, for

North Greenwood Aquatic Center Renovation (25-0020-PR)

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

North Greenwood Aquatic Center Renovation (25-0020-PR)

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	Liberty Mutual Insurance Company
Bank,	for the sum of 10% of accompanying bid
	(<u>\$</u> 10% of bid
(being a minimum of 10% of Contractor's total bid an	mount).
The full names and residences of all persons and part	ies interested in the foregoing bid are as follows:
(If corporation, give the names and addresses of the names and addresses of the members or partners. The of any person with whom bidder has any type o enrichment, employment or possible benefit, whetlemployer is contingent upon the award of the contract	e Bidder shall list not only his name but also the name f agreement whereby such person's improvements, her sub-contractor, materialman, agent, supplier, on
NAMES:	ADDRESSES:
Jillian Bandes, President	828 28th Ave. N., St. Petersburg, FL 33704
Yolanda Lynch, Secretary	29722 Fog Hollow Drive, Wesley Chapel, FL 33543
The person signing shall, in his own handwriting, si Where the person signing for a corporation is othe affidavit, show his authority, to sind the corporation.	r than the President or Vice President, he must, by
Principal:	
By: Zachary Bandes	Title: Vice President
Company Legal Name: Bandes Construction Com	npany, Inc.
Doing Business As (if different than above):	
Business Address of Bidder: 1368 Spalding Rd St	e C
City and State: Dunedin, FL	Zip Code 34698
Phone: 727-733-5558 Email Address	estimating@bandesconstruction.com
Dated at 1368 Spalding Road, Dunedin, FL 34698 , this 15th	n day of October , A.D., 205

CITY OF CLEARWATER ADDENDUM SHEET

PROJECT: North Greenwood Aquatic Center Renovation

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

Addendum No. 1	Date: 9/12/25
Addendum No. 2	Date: 9/17/25
Addendum No. 3	Date: 9/19/25
Addendum No. 4	Date: 9/29/25
Addendum No	Date:
Addendum No.	Date:
Addendum No	Date:
Addendum No.	Date:
	Zachary Bandes (Name of Bidder) (Signature of Officer) Vice President (Title of Officer) 10/15/25
	(Date)

BIDDER'S PROPOSAL

PROJECT: North Greenwood Aquatic Center Renovation (25-0020-PR)

CONTRACTOR:	
BIDDER'S GRAND TOTAL: \$	(Numbers)
BIDDER'S GRAND TOTAL:	
	(Words)

ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE		TO	ΓAL
· .	Lap Pool, Activity Pool, Plunge Pool, Equipment, Hardscape	* : ,			***	s:	
1.0	Mobilization and Site Preparation		21				
1.1	Maintenance of Traffic	LS	1	\$	-	\$	-
1.2	Mobilization	LS	1	\$	-	\$	-
1.3	Demolition	LS	1	\$	-	\$	-
1.4	Erosion and Sediment Control	LF	600	\$	-	\$	-
1.5	Sprinklers (Yard Frontage) (Allowance	LS	1	\$	-	\$	-
1.6	Sod - St. Augustine (if needed) (1,000 s.f. Allowance)	SF	1,000	\$	-	\$	-
1.7	Sod - Bahia (if needed) (1,000 s.f. Allowance)	SF	1,000	\$	_	\$	-
1.8	Project Sign (fixed) (Per City of Clearwater Template)	LS	1	\$	-	\$	-
1.9	Fence Removal & Storage	LS	1	\$	-	\$	
1.10	Pool Deck Removal & Disposal	SF	13,235	\$	-	\$	<u>-</u>
1.11	Tree/Palm Removal & Disposal	LS	1	\$	-	\$	-
1.12	Dumpster Rental & Disposal (Must be obtained from City of Clearwater Waste Management Dept., No Outside Vendors)	EA	1	\$	-	\$	-
2.0	Hardscape	,					
2.1	New Concrete Pool Deck	SF	13,235	\$	-	\$	
2.2	Pool Deck Salt Rock Finish- Material Only	SF	13,235	\$	-	\$	
2.3	Pool Deck Salt Rock Finish- Labor Only	LS	1	\$	-	\$	-
2.4	Drain Grates- Material Only	EA	4	\$	-	\$	-
2.5	Drain Structure- Existing Elevation Change- Labor	EA	111	\$	-	\$	-
2.6	Drain Structure -New	EA	3	\$	-	\$	
2.7	Deck Drain Piping-New	LF	127_	\$	_	\$	-
2.8	Shower Towers-New	EA	2	\$	<u>-</u>	\$	-
1	Pool Equipment	e	1 17		gi		1
3.0	Lap Pool				*		

3.1	Poltank 42" Horizontal Sand Filter, Fluidra- Model #4260-100-E w/ Activated Glass Media	EA	2	\$ -	\$	-
3.2	BecSys5 Chemical Controller GBIT Ethernet VFD CP-1 Ready, 1 BecSys Backplate Vertical Mount	EA	Ī	\$ -	\$	-
3.3	10" Butterfly Valves	EA	2	\$ _	\$	-
3.4	Pulsar Precision Chlorinator System- CES Model #BM 73250	EA	1	\$ -	\$	-
3.5	Framing/Support System over Existing Concrete Vault/Tanks to Support New Filters	LS	1	\$ -	\$	-
3.6	Widen Existing Single Access Door to Equipment Room into Double Door w/ Louvers (Required to fit new Filters in Room)	LS	1	\$ -	\$	-
3.7	SR Smith 'Pal-2' Mobile ADA Lift	EA	1	\$ -	\$	-
3.8	Aladdin 'Skamp' Mobile Pool Vacuum	EA	1	\$ _	\$	_
3.9	900 Gallon Vertical Backwash Tank by Chemical Containers, Inc.	EA	1	\$ -	\$	-
3.10	Float New Concrete Floor in Collector Tank for Positive Drainage to Floor Drain	EA	1	\$ -	\$	-
3.11	Removal/Storage/Reinstall Existing Diving Board	EA	Ī	\$ 	\$	
4.0	Activity Pool	 		 1		
4.1	Poltank 42" Horizontal Sand Filter, Fluidra- Model #4260-100-E w/ Activated Glass Media	EA	2	\$ -	\$	-
4.2	BecSys5 Chemical Controller GBIT Ethernet VFD CP-1 Ready, 1 BecSys Backplate Vertical Mount	EA	ĺ	\$ _	\$	-
4.3	7.5 HP Yaskawa P7, VFD, 31 amps- Yaskawa Model #CIMR-P7U27P51, Drive Model #CIMR-P7U27P51A	EA	2	\$ -	\$	-
4.4	Pulsar Precision Chlorinator System- CES Model #BM 73250	EA	1	\$ -	\$	-
4.5	10" Butterfly Valves	EA	2	\$ -	\$	-
4.6	SR Smith 'Pal-2' Mobile ADA Lift	EA	1	\$ -	\$	-
4.7	Aladdin 'Skamp' Mobile Pool Vacuum	EA	1	\$ -	\$	-
<u> </u>	Pool Materials		6.5			
5	Lap Pool Materials	, ₊ , ,			r.	
5.1	Lap Pool Drain, Dewatering	LS	1	\$ 	\$	-
5.2	Water Blasting- Entire Pool Shell	LS	11	\$ -	\$	-
5.3	Tork-Lock Staple Repair & Expansion Joint Repair	LS	1	\$ <u>-</u>	\$	-
5.4	Flowable Fill- Under Pool Shell Expansion Joint Area to Fill Void	LS	1	\$ 	\$	-
5.5	Hydrazzo Interior Finish w/ Required Prep-Work & Waterproofing	SF	7,486	\$ _	\$	-
5.6	Gutter Fittings (2.5" x 6"), Hayward SP-1019/SCP-Hay-25-1500	EA	36	\$ -	\$	-
5.7	Floor Return Inlets, Hayward SP-1019/SCP-Hay25-1501	EA	40	\$ -	\$	-
5.8	12"x12" Main Drain Frame & Grate (365 GPM Capacity at 1.5 Ft/S)- Lawson #MLD SG-1212	EA	2	\$ -	\$	-
5.9	18"x18" Main Drain Frame & Grate (816 GPM Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818	EA	2	\$ -	\$	-
5.10	New Waterline Tile	LF	380	\$ 	\$	-
5.11	New Gutter Cap Tile	LF	376	\$ -	\$	-
5.12	New Step Cap Tile 'Non Skid'	LF	100	\$ 	\$	_
J.1∠	1 11CW Stop Cup 1110 11011 Skid	, ~~				

5.14	New Depth Marker Tile w/ No Diving	EA	19	\$	-	\$
5.15	Remove & Replace Poured Concrete Coping (2'-0" wide X 3" Thick)	LF	388	\$	-	\$ -
5.16	Replace Pool Lights w/ Blanco LED	EA	8	\$	-	\$ -
5.17	Saw Cut & Install New 8" Backwash Line w/ Connection to Storm Drain on Pool Deck	LS	1	\$	_	\$ -
6	Activity Pool Materials			-		
6.1	Activity Pool Drain & Dewatering	LS	1	\$		\$ -
6.2	Water Blasting- Entire Pool Shell	LS	1	\$	-	\$ _
6.3	Hydrazzo Interior Finish w/ Required Prep-Work & Waterproofing	SF	2,346	\$	-	\$ -
6.4	Remove Existing Zero Entry Concrete where cracking exisits & Re-Pour w/ Brushed finish to Meet ADA Requirements	SF	310	\$	-	\$ -
6.5	Gutter Fittings (2.5" x 6"), Hayward SP-1019/SCP- Hay-25-1500	EA	21	\$	-	\$ -
6.6	Floor Return Inlets, Hayward SP-1019/SCP-Hay25- 1501	EA	41	\$	-	\$ <u>-</u>
6.7	12"x12" Main Drain Frame & Grate (365 GPM Capacity at 1.5 Ft/S)- Lawson #MLD SG-1212	EA	2	\$	-	\$ -
6.8	18"x18" Main Drain Frame & Grate (816 GPM Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818	EA	2	\$	-	\$ -
6.9	New Waterline Tile	LF	178	\$	-	\$ -
6.10	New Gutter Cap Tile	LF	160	\$	-	\$ -
6.11	New Step Cap Tile 'Non Skid'	LF	154	\$	_	\$ -
6.12	New Depth Marker Tile w/ No Diving	EA	11	\$	-	\$ -
6.13	Remove & Replace Poured Concrete Coping (2'-0" wide X 3" Thick)	LF	310	\$	-	\$ -
6.14	Replace Pool Lights w/ Blanco LED	EA	4	\$	-	\$ _
6.15	Play Feature Restoration Gel Coat (Safe Slide or City approved equal)	LS	1	\$	-	\$ -
6.16	Run New 1 1/2" Spray Jets Line back to New Valve Box & New Line back to equipment Pack	LS	1	\$	-	\$ -
7	Plunge Pool Materials					
7.1	Plunge Pool Drain & Dewatering	LS	1	\$	-	\$ -
7.2	Water Blasting- Entire Pool Shell	LS	1	\$		\$ -
7.3	Hydrazzo Interior Finish w/ Required Prep-Work & Waterproofing	SF	594	\$	-	\$ -
7.4	New Fittings & Main Drain Covers	LS	1	\$	-	\$ -
7.5	New Waterline Tile	LF	79	\$	-	\$ -
7.6	New Step Cap Tile 'Non Skid'	LF	30	\$	-	\$
7.7	New Depth Marker Tile w/ No Diving	EA	4	\$	-	\$
7.8	Remove & Replace Poured Concrete Coping (2'-0" wide X 3" Thick)	LF	94	\$	<u>-</u>	\$
7.9	Replace Pool Lights w/ Blanco LED	EA	2	\$	-	\$
7.10	Slide Tower Sand Blast & Painting	LS	1	\$	-	\$
7.11	Slide Restoration Gel Coat (Safe Slide or City approved equal)	LS	1	\$	-	\$ -
8	Add Alternates	,				
8.1	Remove Existing Concrete Planter, Soil, and Debris	LS	1	\$	-	\$
8.2	New Concrete Pool Decking (In Removed Planter Area) to Match Adjacent Pool Decking	SF	946	\$		\$ -
8.3	Pool Deck Rock Salt Finish- Material Only	SF	946	\$	-	\$ -

8.4	Pool Deck Rock Salt Finish- Labor Only	LS	1	\$ -	\$ -
8.5	Re-install Fencing on New Pool Decking	LS	1	\$ -	\$ -
8.6	Activity Pool Water Feature (Complete Removal and Replacement w/ New Feature)	LS	1	\$ -	\$ -
8.7	Lap Pool (Complete Removal and Replacement of Diving Board w/ New Diving Board)	LS	1	\$ -	\$ -
8.8	Lap Pool (Metal restoration of Existing Diving Board Frame & Platform)	LS	1	\$ -	\$ -
8.9	Install New 6' High Black Aluminum Fencing to replace white PVC vinyl Fencing in Planter	LS	1	\$ -	\$ -
8.10	Install New Pool Safety/Pool Rules Signage for Lap Pool, Activity Pool & Plunge Pool	LS	1	\$ -	\$ -
	SUBTOTAL				\$ -
	TOTAL CONTINGENCY 10%	LS	1		\$ -
	TOTAL CONTRACT				\$ -
	Bid Grand Total				\$ -

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 <u>AND</u> PINELLAS COUNTY IN THE BID RESPONSE.

North Greenwood Recreation and Aquatic Center Renovations and In		, 		Bandes Construction Company			
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total		
Lap Pool Activity							
1.0 Mobilization							
1.1	Maintenance of Traffic	1	LS	\$20,000.00	\$20,000.00		
1.2	Mobilization	1	LS	\$439,340.00	\$439,340.00		
1.3	Demolition	1	LS	\$88,000.00	\$88,000.00		
1.4	Erosion and Sediment Control	600	LF	\$5.00	\$3,000.00		
1.5	Sprinklers (Yard Frontage)	1	LS	\$0.00	\$0.00		
1.6	Sod - St. Augustine (if needed)(1,000 SF	1000	SF	\$0.00	\$0.00		
1.7	Sod - Bahia (if needed)(1,000 SF ALLOWANCE)	1000	SF	\$0.00	\$0.00		
	Template)						
1.8		1	LS	\$2,000.00	\$2,000.00		
1.9	Fence Removal & Storage	1	LS	\$2,000.00	\$2,000.00		
1.1	Pool Deck Removal & Disposal	13.235	SF	\$3.00	\$39.705		
	Tree/Palm Removal & Disposal						
1.11		1	LS	\$0.00	\$0.00		
	Dumpster Rental & Disposal (Must be obtained						
	from City of Clearwater Waste Management Dept.,						
	No Outside Vendors)						
1.12		1	EA	\$5,000.00	\$5,000.00		
2.0 Hardscape							
2.1	New Concrete Pool Deck	13235	SF	\$10.00	\$132,350.00		
2.2	Pool Deck Light Broom Finish- Material Only	13235	SF	\$1.00	\$13,235.00		
2.3	Pool Deck Light Broom Finish- Labor Only	1	LS	\$13,000.00	\$13,000.00		
2.4	Drain Grates- Material Only	4	EA	\$5,000.00	\$20,000.00		
2.5	Drain Structure- Existing Elevation Change- Labor	1	EA	\$4,000.00	\$4,000.00		
2.6	Drain Structure -New	3	EA	\$5,000.00	\$15,000.00		
2.7	Deck Drain Piping-New	127	LF	\$100.00	\$12,700.00		
2.8	Shower Towers-New	2	EA	\$9,262.50	\$18,525.00		
3.0 Lap Pool							

Poltank 42" Horizontal Sand Filter, Fluidra- Model			
3.1 #4260-100-E w/ Activated Glass Media	2 EA	\$46,962.50	\$93,925.00
BecSys5 Chemical Controller GBIT Ethernet VFD CP-			
3.2 1 Ready, 1 BecSys Backplate Vertical Mount	1 EA	\$10,400.00	\$10,400.00
3.3 10" Butterfly Valves	2 EA	\$2,600.00	\$5,200.00
Pulsar Precision Chlorinator System- CES Model			
3.4 #BM 73250	1 EA	\$8,255.00	\$8,255.00
Framing/Support System over Existing Concrete			
3.5 Vault/Tanks to Support New Filters	1 LS	\$28,600.00	\$28,600.00
Widen Existing Single Access door to Equipment			
Room into Double Door w/ Louvers (Required to fit			
3.6 new Filters in Room)	1 LS	\$10,000.00	\$10,000.00
3.7 SR Smith 'Pal-2' Mobile ADA Lift	1 EA	\$13,000.00	\$13,000.00
3.8 Aladdin 'Skamp' Mobile Pool Vacuum	1 EA	\$4,550.00	\$4,550.00
900 Gallon Vertical Backwash Tank by Chemical			
3.9 Containers, Inc.	1 EA	\$3,250.00	\$3,250.00
Float New Concrete Floor in Collector Tank for			
3.1 Positive Drainage to Floor Drain	1 EA	\$1,950.00	\$1,950.00
Removal/Storage/Reinstall Existing Diving Board			
3.11	1 EA	\$1,950.00	\$1,950.00
4.0 Activity Pool			
Poltank 42" Horizontal Sand Filter, Fluidra- Model			
4.1 #4260-100-E w/ Activated Glass Media	2 EA	\$46,962.50	\$93,925.00
BecSys5 Chemical Controller GBIT Ethernet VFD CP-			
4.2 1 Ready, 1 BecSys Backplate Vertical Mount	1 EA	\$10,400.00	\$10,400.00
7.5 HP Yaskawa P7, VFD, 31 amps- Yaskawa Model			
4.3 #CIMR-P7U27P51, Drive Model #CIMR-P7U27P51A	2 EA	\$9,880.00	\$19,760.00
Pulsar Precision Chlorinator System- CES Model			
4.4 #BM 73250	1 EA	\$8,255.00	\$8,255.00
4.5 10" Butterfly Valves	2 EA	\$2,600.00	\$5,200.00
4.6 SR Smith 'Pal-2' Mobile ADA Lift	1 EA	\$13,000.00	\$13,000.00
4.7 Aladdin 'Skamp' Mobile Pool Vacuum	1 EA	\$4,550.00	\$4,550.00

Pool Materials				
5.0 Lap Pool Mat				
5.1 Lap Pool Drain, Dewatering	1	LS	\$104,000.00	\$104,000.00
5.2 Water Blasting- Entire Pool Shell	1	LS	\$23,249.20	\$23,249.20
5.3 Tork-Lock Staple Repair & Expansion Joint Repair	1	LS	\$3,250.00	\$3,250.00
Flowable Fill- Under Pool Shell Expansion Joint Area				
5.4 to Fill Void	1	LS	\$7,150.00	\$7,150.00
Hydrazzo Interior Finish w/ Required Prep-Work &				
5.5 Waterproofing	7486	SF	\$7.80	\$58,390.80
Gutter Fittings (2.5" x 6"), Hayward SP-1019/SCP-				
5.6 Hay-25-1500	36	EA	\$32.50	\$1,170.00
Floor Return Inlets, Hayward SP-1019/SCP-Hay25-				
5.7 1501	40	EA	\$32.50	\$1,300.00
12"x12" Main Drain Frame & Grate (365 GPM				
5.8 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1212	2	EA	\$325.00	\$650.00
18"x18" Main Drain Frame & Grate (816 GPM				
5.9 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818	2	EA	\$585.00	\$1,170.00
5.1 New Waterline Tile	380	LF	\$26.00	\$9,880.00
5.11 New Gutter Cap Tile	376	LF	\$26.00	\$9,776.00
5.12 New Step Cap Tile 'Non Skid'	100	LF	\$26.00	\$2,600.00
5.13 New Lap Lane Tile	355	LF	\$26.00	\$9,230.00
5.14 New Depth Marker Tile w/ No Diving	19	EA	\$390.00	\$7,410.00
Remove & Replace Poured Concrete Coping (2'-0"				
5.15 wide X 3" Thick)	388	LF	\$50.00	\$19,400.00
5.16 Replace Pool Lights w/ Blanco LED	8	EA	\$1,300.00	\$10,400.00
Saw Cut & Install New 8" Backwash Line w/				
5.17 Connection to Storm Drain on Pool Deck	1	LS	\$3,900.00	\$3,900.00
6.0 Activity Pool				
6.1 Activity Pool Drain & Dewatering	1	LS	\$650.00	\$650.00
6.2 Water Blasting- Entire Pool Shell	1	LS	\$13,000.00	\$13,000.00
Hydrazzo Interior Finish w/ Required Prep-Work &				
6.3 Waterproofing	2346	SF	\$7.80	\$18,298.80

6.4 Meet ADA Requirements Gutter Fittings (2.5" x 6"), Hayward SP-1019/SCP- 6.5 Hay-25-1500 Floor Return Inlets, Hayward SP-1019/SCP-Hay25- 6.6 1501 41 EA \$32.50 \$12"x12" Main Drain Frame & Grate (365 GPM 6.7 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1212 2 EA \$325.00 \$650.00 18"x18" Main Drain Frame & Grate (816 GPM 6.8 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818 6.9 New Waterline Tile 178 LF \$26.00 \$4,628.00 6.1 New Gutter Cap Tile 160 LF \$26.00 \$4,160.00 6.11 New Step Cap Tile 'Non Skid' 154 LF \$26.00 \$4,004.00 6.12 New Depth Marker Tile w/ No Diving Remove & Replace Poured Concrete Coping (2'-0" 6.13 wide X 3" Thick) 310 LF \$50.00 \$50.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$9,750.00 \$7.0 Plunge Pool (1.1 Plunge Pool Drain & Dewatering 1 LS \$9,750.00	Remove Existing Zero Entry Concrete where cracking exisits & Re-Pour w/ Brushed finish to			
6.5 Hay-25-1500 \$682.50 \$682.50 Floor Return Inlets, Hayward SP-1019/SCP-Hay25-6.6 1501 \$41 EA \$32.50 \$1,332.50 \$12"x12" Main Drain Frame & Grate (365 GPM \$32.50 \$650.00 \$650.00 \$12"x12" Main Drain Frame & Grate (816 GPM \$32.50 \$650.00 \$650.00 \$18"x18" Main Drain Frame & Grate (816 GPM \$26.00 \$4,628.00 \$6.8 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818 \$2 EA \$585.00 \$1,170.00 \$6.9 New Waterline Tile \$178 LF \$26.00 \$4,628.00 \$6.11 New Gutter Cap Tile Non Skid' \$15 LF \$26.00 \$4,004.00 \$6.11 New Step Cap Tile 'Non Skid' \$15 LF \$26.00 \$4,004.00 \$6.12 New Depth Marker Tile w/ No Diving \$11 EA \$390.00 \$4,290.00 \$6.13 wide X 3" Thick) \$310 LF \$50.00 \$4,290.00 \$6.13 wide X 3" Thick) \$310 LF \$50.00 \$5,200.00 \$15,500.00 \$15,500.00 \$16.13 approved equal) \$1 LS \$0.00 \$5,200.00 \$15,500.00 \$15.50	6.4 Meet ADA Requirements	310 SF	\$20.00	\$6,200.00
12"x12" Main Drain Frame & Grate (365 GPM 6.7 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1212 2 2 EA \$325.00 \$650.00 18"x18" Main Drain Frame & Grate (816 GPM) 6.8 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818 2 EA \$585.00 \$1,170.00 6.9 New Waterline Tile 178 LF \$26.00 \$4,628.00 6.1 New Gutter Cap Tile 160 LF \$26.00 \$4,160.00 6.11 New Step Cap Tile 160 LF \$26.00 \$4,004.00 6.12 New Depth Marker Tile w/ No Diving 11 EA \$390.00 \$4,290.00 Remove & Replace Poured Concrete Coping (2'-0" 6.13 wide X 3" Thick) 310 LF \$50.00 \$15,500.00 6.14 Replace Pool Lights w/ Blanco LED 4 EA \$1,300.00 \$5,200.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) 1 LS \$0.00 \$0.00 \$0.00 Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 \$0.00 \$0.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) 1 LS \$325.00 \$325.00 \$0.00	6.5 Hay-25-1500	21 EA	\$32.50	\$682.50
18"x18" Main Drain Frame & Grate (816 GPM) 6.8 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818 2 EA \$585.00 \$1,170.00 6.9 New Waterline Tile 178 LF \$26.00 \$4,628.00 6.1 New Gutter Cap Tile 160 LF \$26.00 \$4,160.00 6.11 New Step Cap Tile 'Non Skid' 154 LF \$26.00 \$4,004.00 6.12 New Depth Marker Tile w/ No Diving Remove & Replace Poured Concrete Coping (2'-0" 1 EA \$390.00 \$4,290.00 6.13 wide X 3" Thick) 310 LF \$50.00 \$15,500.00 6.14 Replace Pool Lights w/ Blanco LED 4 EA \$1,300.00 \$5,200.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) 1 LS \$0.00 \$0.00 Run New 1 1/2" Spray Jets Line back to New Valve 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool I 7.1 Plunge Pool Drain & Dewatering 1 LS \$325.00 \$325.00 7.2 Water Blasting- Entire Pool Shell 1 LS \$9,750.00 \$9,750.00 Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$19.50 \$11,583.00 <td></td> <td>41 EA</td> <td>\$32.50</td> <td>\$1,332.50</td>		41 EA	\$32.50	\$1,332.50
6.9 New Waterline Tile 178 LF \$26.00 \$4,628.00 6.1 New Gutter Cap Tile 160 LF \$26.00 \$4,160.00 6.11 New Step Cap Tile 'Non Skid' 154 LF \$26.00 \$4,004.00 6.12 New Depth Marker Tile w/ No Diving 11 EA \$390.00 \$4,290.00 Remove & Replace Poured Concrete Coping (2'-0" 6.13 wide X 3" Thick) 310 LF \$50.00 \$15,500.00 6.14 Replace Pool Lights w/ Blanco LED 4 EA \$1,300.00 \$5,200.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) 1 LS \$0.00 \$0.00 Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool I Plunge Pool Drain & Dewatering 1 LS \$325.00 \$325.00 7.2 Water Blasting- Entire Pool Shell Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$19.50 \$11,583.00		2 EA	\$325.00	\$650.00
6.1 New Gutter Cap Tile 160 LF \$26.00 \$4,160.00 6.11 New Step Cap Tile 'Non Skid' 154 LF \$26.00 \$4,004.00 6.12 New Depth Marker Tile w/ No Diving 11 EA \$390.00 \$4,290.00 Remove & Replace Poured Concrete Coping (2'-0" 51.3 wide X 3" Thick) 310 LF \$50.00 \$15,500.00 6.14 Replace Pool Lights w/ Blanco LED 4 EA \$1,300.00 \$5,200.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) 1 LS \$0.00 \$0.00 Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool V \$1.1 Plunge Pool Drain & Dewatering 1 LS \$325.00 \$325.00 Hydrazzo Interior Finish w/ Required Prep-Work & 594 SF \$19.50 \$11,583.00	6.8 Capacity at 1.5 Ft/S)- Lawson #MLD SG-1818	2 EA	\$585.00	\$1,170.00
6.11 New Step Cap Tile 'Non Skid' 154 LF \$26.00 \$4,004.00 6.12 New Depth Marker Tile w/ No Diving Remove & Replace Poured Concrete Coping (2'-0" 11 EA \$390.00 \$4,290.00 6.13 wide X 3" Thick) 310 LF \$50.00 \$15,500.00 6.14 Replace Pool Lights w/ Blanco LED 4 EA \$1,300.00 \$5,200.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) 1 LS \$0.00 \$0.00 Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool I 7.1 Plunge Pool Drain & Dewatering 1 LS \$325.00 \$325.00 7.2 Water Blasting- Entire Pool Shell Hydrazzo Interior Finish w/ Required Prep-Work & 1 LS \$9,750.00 \$9,750.00 7.3 Waterproofing 594 SF \$19.50 \$11,583.00	6.9 New Waterline Tile	178 LF	\$26.00	\$4,628.00
6.12 New Depth Marker Tile w/ No Diving Remove & Replace Poured Concrete Coping (2'-0") 6.13 wide X 3" Thick) 6.14 Replace Pool Lights w/ Blanco LED Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 7.0 Plunge Pool 7.1 Plunge Pool Drain & Dewatering 7.2 Water Blasting- Entire Pool Shell Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$19.50 \$4,290.00 \$4,290.00 \$4,290.00 \$4,290.00 \$4,290.00 \$4,290.00 \$15,500.00 \$5,200.00 \$5,200.00 \$5,200.00 \$5,200.00 \$5,000 \$5,000 \$8,450.00 \$1 LS \$9,750.00 \$9,750.00 \$9,750.00 \$9,750.00	6.1 New Gutter Cap Tile	160 LF	\$26.00	\$4,160.00
Remove & Replace Poured Concrete Coping (2'-0"	6.11 New Step Cap Tile 'Non Skid'	154 LF	\$26.00	\$4,004.00
6.13 wide X 3" Thick) 310 LF \$50.00 \$15,500.00 6.14 Replace Pool Lights w/ Blanco LED 4 EA \$1,300.00 \$5,200.00 Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) 1 LS \$0.00 \$0.00 Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool	6.12 New Depth Marker Tile w/ No Diving	11 EA	\$390.00	\$4,290.00
6.14 Replace Pool Lights w/ Blanco LED Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 7.0 Plunge Pool I 7.1 Plunge Pool Drain & Dewatering 7.2 Water Blasting- Entire Pool Shell Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$1,300.00 \$5,200.00 \$5,200.00 \$0.00	Remove & Replace Poured Concrete Coping (2'-0"			
Play Feature Restoration Gel Coat (Safe Slide or City 6.15 approved equal) Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool I 7.1 Plunge Pool Drain & Dewatering 7.2 Water Blasting- Entire Pool Shell Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$19.50 \$11,583.00	6.13 wide X 3" Thick)	310 LF	\$50.00	\$15,500.00
6.15 approved equal) 1 LS \$0.00 \$0.00 Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool I 7.1 Plunge Pool Drain & Dewatering 1 LS \$325.00 \$325.00 7.2 Water Blasting- Entire Pool Shell 1 LS \$9,750.00 \$9,750.00 Hydrazzo Interior Finish w/ Required Prep-Work & 594 SF \$19.50 \$11,583.00	6.14 Replace Pool Lights w/ Blanco LED	4 EA	\$1,300.00	\$5,200.00
Run New 1 1/2" Spray Jets Line back to New Valve 6.16 Box & New Line back to equipment Pack 7.0 Plunge Pool I 7.1 Plunge Pool Drain & Dewatering 7.2 Water Blasting- Entire Pool Shell Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$8,450.00 \$8,450.00 \$8,450.00 \$8,450.00 \$9,750.00 \$325.00 \$9,750.00 \$9,750.00 \$9,750.00	Play Feature Restoration Gel Coat (Safe Slide or City			
6.16 Box & New Line back to equipment Pack 1 LS \$8,450.00 \$8,450.00 7.0 Plunge Pool I I LS \$325.00 \$325.00 7.2 Water Blasting- Entire Pool Shell Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 1 LS \$9,750.00 \$9,750.00 594 SF \$19.50 \$11,583.00	6.15 approved equal)	1 LS	\$0.00	\$0.00
7.0 Plunge Pool I 7.1 Plunge Pool Drain & Dewatering 1 LS \$325.00 \$325.00 7.2 Water Blasting- Entire Pool Shell 1 LS \$9,750.00 \$9,750.00 Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$19.50 \$11,583.00	Run New 1 1/2" Spray Jets Line back to New Valve			
7.1 Plunge Pool Drain & Dewatering 1 LS \$325.00 7.2 Water Blasting- Entire Pool Shell 1 LS \$9,750.00 Hydrazzo Interior Finish w/ Required Prep-Work & 594 SF \$19.50 \$11,583.00	6.16 Box & New Line back to equipment Pack	1 LS	\$8,450.00	\$8,450.00
7.2 Water Blasting- Entire Pool Shell 1 LS \$9,750.00 \$9,750.00 Hydrazzo Interior Finish w/ Required Prep-Work & 594 SF \$19.50 \$11,583.00	7.0 Plunge Pool I			
Hydrazzo Interior Finish w/ Required Prep-Work & 7.3 Waterproofing 594 SF \$19.50 \$11,583.00	7.1 Plunge Pool Drain & Dewatering	1 LS	\$325.00	\$325.00
7.3 Waterproofing 594 SF \$19.50 \$11,583.00	_	1 LS	\$9,750.00	\$9,750.00
7 4 Novy Fittings 9 Main Dyon Coyons		594 SF	•	· · · · · · · · · · · · · · · · · · ·
7.4 New Fittings & Iviain Drain Covers 1 LS \$9/5.00 \$9/5.00	7.4 New Fittings & Main Drain Covers	1 LS	\$975.00	\$975.00
7.5 New Waterline Tile 79 LF \$26.00 \$2,054.00		79 LF	\$26.00	· · · · · · · · · · · · · · · · · · ·
7.6 New Step Cap Tile 'Non Skid' 30 LF \$26.00 \$780.00	·	30 LF	\$26.00	•
7.7 Now Donth Marker Tile w/ No Diving	7.7 New Depth Marker Tile w/ No Diving	4 EA	\$390.00	\$1,560.00
7.7 INEW DEPUTIVIATED THE W/ IND DIVING 4 EA 555U.UU 51.50U.UU	, , , ,	- - -	7	, ,

Remove & Replace Poured Concrete Coping (2'-0"			
7.8 wide X 3" Thick)	94 LF	\$50.00	\$4,700.00
7.9 Replace Pool Lights w/ Blanco LED	2 EA	\$1,300.00	\$2,600.00
7.1 Slide Tower Sand Blast & Painting	1 LS	\$0.00	\$0.00
Slide Restoration Gel Coat (Safe Slide or City			
7.11 approved equal)	1 LS	\$0.00	\$0.00
8.0 Add Alternat			
8.1 Remove Existing Concrete Planter, Soil, and Debris	1 LS	\$4,000.00	\$4,000.00
New Concrete Pool Decking to Match Adjacent Pool			
8.2 Decking	946 SF	\$10.00	\$9,460.00
8.3 Pool Deck Stain- Material Only	946 SF	\$0.00	\$0.00
8.4 Pool Deck Stain- Labor Only	1 LS	\$0.00	\$0.00
8.5 Re-install Fencing on New Pool Decking	1 LS	\$3,000.00	\$3,000.00
Activity Pool Water Feature (Complete Removal and			
8.6 Replacement w/ New Feature)	1 LS	\$238,283.50	\$238,283.50
Lap Pool (Complete Removal and Replacement of			
8.7 Diving Board w/ New Diving Board)	1 LS	\$0.00	\$0.00
Lap Pool (Metal restoration of Existing Diving Board			
8.8 Frame & Platform)	1 LS	\$0.00	\$0.00
Install New 6' High Black Aluminum Fencing to			
8.9 replace white PVC vinyl Fencing in Planter	1 LS	\$21,000.00	\$21,000.00
Install New Pool Safety/Pool Rules Signage for Lap			
8.1 Pool, Activity Pool & Plunge Pool	1 LS	\$4,000.00	\$4,000.00
Total			\$1,799,572.005

Contigency				Bandes Con	struction Company
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	1 10% OF TOTAL ABOVE		1 LS		\$179,957.2005
	Total				\$1,979,529.2055

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

IF YOUR BID/PROPOSAL 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:

- 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 Svria: and
- 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
- 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
- If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, 0 it W

or owner will immediately notify the City of Clear its principals are placed on the Scrutinized Cor	arwater in writing, no later than five (5) calendar days after any of mpanies with Activities in Sudan List, the Scrutinized Companies, or engaged in pasiness operations in Cuba and Syria. Authorized Signature
	Zachary Bandes Printed Name
	Vice President Title
STATE OF Florida	Bandes Construction Company, Inc. Name of Entity/Corporation
COUNTY OF Pinellas	
notarization on, this 15th day of October (name of person whose signature is bein Bandes Construction produced (type (type))	ed before me by means of ☑ physical presence or ☐ online, 20 25, by Zachary Bandes g notarized) as the Vice President (title) of (name of corporation/entity), personally known X, or pe of identification) as identification, and who did/did not take
Sheyla Santiago Commission # HH 592809 Commission Expires 09-12-2028 Bonded Through - Cynanotary Florida - Notary Public	Notary Public Sheyla Santiago Printed Name

My Commission Expires: 09-12-2028 NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM 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:

My Commission Expires: 09-12-2028

NOTARY SEAL ABOVE

- 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.

Zachary Bandes
Printed Name
Vice President

	ballues Constituction Company,	IIIC.
	Name of Entity/Corporation	
STATE OF Florida		
COUNTY OF Pinellas		
	dged before me by means of ☑ physical prese	ence or online
(name of person whose signature is b Bandes Construction	eing notarized) as the <u>Vice President</u> (name of corporation/entity), personally ki	
produced	(type of identification) as identification, and who	o did/did not take
an oath.	VI 1 - 1	
	I Neyra Variliago	
Sheyla Santiago	Notary Public	
Commission # HH 592809 Commission Expires 09-12-2028	Sheyla Santiago	
Bonded Through - Cynanolary Florida - Notary Public	Printed Name	

Compliance with Anti-Human Trafficking Laws

Pursuant to Section 787.06 (13), Florida Statutes, this form must be completed by an officer or representative of a non-governmental entity when a contract is executed, renewed, or extended between the non-governmental entity and the City of Clearwater.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute	this form on beinglf of Entity.
Date: October 15th , 20 25	Signed: Company Stands
Entity: Bandes Construction Company, Inc.	Name: Zachary Bandes
	Title: Vice President

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	e yo	u begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.									
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the o	wner's na	ame (on line	1, and	d en	ter the	busin	ess/dis	regarded
		entity's name on line 2.) Bandes Construction Company, Inc.									
	_										
	2	Business name/disregarded entity name, if different from above.	•								
Print or type. See Specific Instructions on page 3.	3 a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered only one of the following seven boxes. Individual/sole proprietor	☐ Trust	/esta		C6 S6	ertai ee in	ptions in entiti instruction	es, no ons oi	t indivi n page	
Print or type. c Instructions		classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead checox for the tax classification of its owner.	ck the app	oropr	iate		nplia	ince Ac			count Tax porting
Pri		Under (see instructions)					- (
Specifi	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership this box if you have any foreign partners, owners, or beneficiaries. See instructions	nterest, c			(A		ies to a tside th			
See	5	Address (number, street, and apt. or suite no.). See instructions. 1368 Spalding Road, Suite C	Request	ter's	name a	and ad	ddre	ess (opt	ional)		
	6	City, state, and ZIP code Dunedin, Florida 34698									
	7	List account number(s) here (optional)									
Par	t I	Taxpayer Identification Number (TIN)									
Enter	you	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Soc	cial se	curity	nur	mber			
reside	nt a	ithholding. For individuals, this is generally your social security number (SSN). However, f lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other				_			- [
TIN, la		is your employer identification number (EIN). If you do not have a number, see How to ge	а	or							
				Em	ployer	ident	tifica	ation n	umbe	r	\blacksquare
		ne account is in more than one name, see the instructions for line 1. See also <i>What Name</i> of Give the Requester for guidelines on whose number to enter.	ana	5	9	- 2	8	1	7	8 6	4
Par		Certification									
Under	· pe	nalties of perjury, I certify that:									
2. I ar Ser	n no	mber shown on this form is my correct taxpayer identification number (or I am waiting for it subject to backup withholding because (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest per subject to backup withholding; and	I have n	ot b	een n	otifie	d by	y the l	ntem		
3. l ar	n a	U.S. citizen or other U.S. person (defined below); and									
4. The	FΑ	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is cor	rect.	i						
becau acqui	se y sitio	ion instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual releptions and dividends you must provide you interest and dividends you must provide you	ons, item irement	ı 2 d arrar	oes no ngeme	ot app ent (IR	oly. RA),	For mo	ortga enera	ge inte ally, pa	rest paid, yments
Sign		Signature of U.S. person	Date C	1/0	06/2	025	5				
Ge	ne	eral Instructions New line 3b has be required to complete									

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
 - Certify that you are not subject to backup withholding; or
- 3. Claim exemption from backup withholding if you are a U.S. exempt pavee: and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See What Is FATCA Reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien:
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(I)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester;
- 2. You do not certify your TIN when required (see the instructions for Part II for details);
- 3. The IRS tells the requester that you furnished an incorrect TIN;
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- 5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n)	THEN check the box for
Corporation	Corporation.
Individual or	Individual/sole proprietor.
Sole proprietorship	
LLC classified as a partnership for U.S. federal tax purposes or LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
Partnership	Partnership.
Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2-The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5-A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 8-A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10-A common trust fund operated by a bank under section 584(a).
- 11-A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7.
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹See Form 1099-MISC, Miscellaneous Information, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
 - B-The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
 - G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
 - I-A common trust fund as defined in section 584(a).
 - J-A bank as defined in section 581.
 - K-A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
 Custodial account of a minor (Uniform Gift to Minors Act) 	The minor ²
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
 Association, club, religious, charitable, educational, or other tax-exempt organization 	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
 Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** 	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- ⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
- *Note: The grantor must also provide a Form W-9 to the trustee of the trust.
- **For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

²Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub, 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.