

# SECTION V

## CONTRACT DOCUMENTS

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Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(1)

**N/A Not applicable. A bond will not be required for this project.**

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**

Engineered Spray Solutions, LLC.  
1306 Banana Rd.  
Lakeland, FL 33810  
(863) 577-4821

**NOT APPLICABLE**

City of Clearwater  
Engineering  
100 S. Myrtle Avenue  
Clearwater, FL 33756  
(727) 562-4750

**PROJECT NAME: 2023 Sewer Point Repair & Improvement Project**

**PROJECT NO.: 22-0006-UT**

**Section E – Manhole Surfacing Polyurethane**

**PROJECT DESCRIPTION:** To establish a multi-year contract for as-needed services for Wastewater infrastructure improvements and repairs.

BY THIS BOND, We, \_\_\_\_\_, as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$[x,xxx,xxx.xx], for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated \_\_\_\_\_, between Contractor and Owner for construction of the **2023 Sewer Point Repair & Improvement Project**, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and

SECTION V – Contract Documents

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(2)

**N/A Not applicable. A bond will not be required for this project.**

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

**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(If sole Ownership or Partnership, two (2) Witnesses required).*

*(If Corporation, Secretary only will attest and affix seal).*

**Engineered Spray Solutions, LLC.**

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

**WITNESS:**

**WITNESS:**

\_\_\_\_\_  
Corporate Secretary or Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

*(affix corporate seal)*

**NOT APPLICABLE**  
*(Corporate Surety)*

By: \_\_\_\_\_  
ATTORNEY-IN-FACT  
Print Name: \_\_\_\_\_

*(affix corporate seal)*

*(Power of Attorney must be attached)*

**CONTRACT**

(1)

This **CONTRACT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Engineered Spray Solutions, LLC, of the City of Lakeland County of Polk and State of Florida, hereinafter designated as the "Contractor".

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

This **CONTRACT** made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, a/an \_\_\_\_\_ (State) Corporation authorized to do business in the State of Florida, of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter designated as the "Contractor".

**WITNESSETH:**

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

**PROJECT NAME: 2023 Sewer Point Repair & Improvements (Section E)**

**PROJECT NO.: 22-0006-UT**

**in the amount of, not to exceed, \$2,000,000 for the initial contract term**

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

**CONTRACT**

(2)

**THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).**

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

## CONTRACT

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 600 Cleveland St. Clearwater, FL 33756

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

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

**CONTRACT**

(4)

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

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

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

By: \_\_\_\_\_  
Jon P. Jennings  
City Manager

(SEAL)

Attest:

Countersigned:

\_\_\_\_\_  
Rosemarie Call  
City Clerk

By: \_\_\_\_\_  
Frank Hibbard  
Mayor

Approved as to form:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

Contractor must indicate whether:

LLC Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

Engineered Spray Solutions LLC  
(Contractor)

By: \_\_\_\_\_ (SEAL)

Print Name: Lewis G. Collier

Title: owner/manager

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: 2023 Sewer Point Repair & Improvement Project

Engineering Dept. PROJECT NO.:22-0006-UT

100 S. Myrtle Ave. CONTRACT DATE: [\_\_\_\_\_]

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

CONTRACTOR: Engineered Spray Solutions, LLC

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

**N/A Not applicable. A bond will not be required for this project.**

**NOT APPLICABLE**

,SURETY,

on bond of

Engineered Spray Solutions, LLC  
1306 Banana Rd..  
Lakeland, FL 33810

,CONTRACTOR,

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

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

,OWNER,

as set forth in said Surety’s bond.

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

**NOT APPLICABLE**

(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)

**N/A Not applicable. A bond will not be required for this project.**

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

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

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

Principal must indicate whether:  
\_\_\_\_\_ Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Principal

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

**NOT APPLICABLE**  
Surety

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

**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF Polk )

James J. Collier, being duly sworn, deposes and says that he/she is Secretary of Engineered Spray Solutions LLC a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

1300 Banana Rd (Street & Number) Lakeland (City) Polk (County) FL (State)

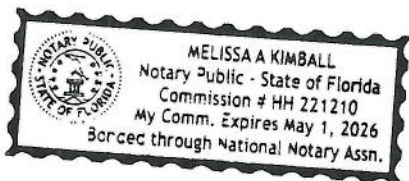
Affiant further says that he is familiar with the records, minute books and by-laws of Engineered Spray Solutions, LLC (Name of Corporation)

Affiant further says that Lewis G Collier is MGR (Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for Engineered Spray Solutions LLC or said corporation by virtue of July 6, 2022 (state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

Lewis G. Collier  
Affiant

Sworn to before me this 6th day of July, 2022.



Melissa Kimball  
Notary Public

Melissa Kimball  
Type/print/stamp name of Notary

Accounting Mgr  
Title or rank, and Serial No., if any

**NON-COLLUSION AFFIDAVIT**

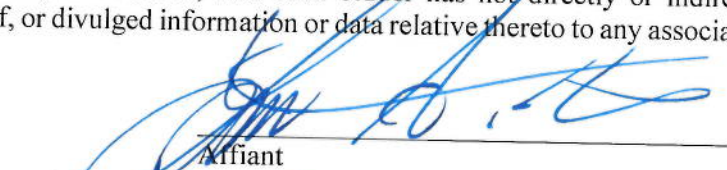
STATE OF FLORIDA )

COUNTY OF Polk )


Lewis G. Collier being, first duly sworn, deposes and says that he is

Manager of Engineered Spray Solutions LLC

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

  
Affiant

Sworn to and subscribed before me this 6th day of July, 2022.

  
Notary Public



**PROPOSAL**

(1)

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

**2023 Sewer Point Repair & Improvement Project, Section E (No. 22-0006-UT)**

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

**2023 Sewer Point Repair & Improvement Project, Section E (No. 22-0006-UT)**

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 N/A  
\_\_\_\_\_ Bank, for the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ N/A )  
(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Lewis G. Collier

1306 Banana Road Lakeland FL 33810

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Bidder

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: Lewis G. Collier

By: Lewis G. Collier Title: Manager

Company Legal Name: Engineered Spray Solutions, LLC

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

Business Address of Bidder: 1306 Banana Rd

City and State: Lakeland, FL Zip Code 33810

Phone: 863-308-0126 Email Address: projectadmin1@ess-1.net

Dated at Wednesday, this 6 day of July, A.D., 2022

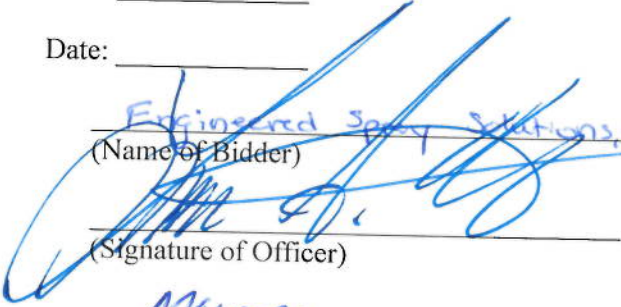
**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT:** 2023 SEWER POINT REPAIR AND IMPROVEMENTS PROJECT (No. 22-0006-UT)

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

Addendum No. <u>1</u>	Date: <u>6/15/2022</u>
Addendum No. <u>2</u>	Date: <u>6/28/2022</u>
Addendum No. <u>3</u>	Date: <u>6/28/2022</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Engineered Spray Solutions, LLC  
(Name of Bidder)

  
(Signature of Officer)

Manager  
(Title of Officer)

7/6/22  
(Date)



**CLEARWATER**  
BRIGHT AND BEAUTIFUL · BAY TO BEACH

ADDENDUM NO. 1

FOR

22-0006-UT 2023 Sewer Point Repair & Improvements Project

DATE: June 15, 2022

SUBJECT: ADDENDUM NO. 1

TO: PROSPECTIVE BIDDERS AND OTHERS CONCERNED

---

The Bid Tab for Project No. 22-0006-UT was Revised on 6/14/22 due to a Classification Error. Please use the version with "REVISED" in the title.

END OF NOTICE



ADDENDUM NO. 2

FOR

2023 SEWER POINT REPAIR AND IMPROVEMENTS (22-0006-UT)

DATE: JUNE 28, 2022  
SUBJECT: ADDENDUM NO. 2  
TO: PROSPECTIVE BIDDERS AND OTHERS CONCERNED

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1. **Question:** Will this contract be able to be used as a piggyback?

a. **Response:** Yes

**S.39 COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

2. **Question:** For Section F, could a mobilization line item be added?

a. **Response:** Yes. A line item for mobilization will be added.

3. **Question:** For Section F, Item 4, could bid items be added for 4-inch and 6-inch cleanout cap replacements?

a. **Response:** Yes. Separate line items for 4-inch and 6-inch cleanout cap replacements will be added.

4. **Question:** For Section F, Item 5, could bid items be added for replacement of top 2 feet of 4-inch and 6-inch cleanouts?

a. **Response:** Yes. Separate line items for replacement of the top two feet of 4-inch and 6-inch cleanouts.

5. **Question:** For Section F, Item 5, can cleanout replacements be SCH40 or SDR35?

a. **Response:** Only Schedule 40 will be accepted. SDR 35 is not accepted.

9. **Question:** Is there a plan holders list that can be provided?
- a. **Response:** The plan holders list is provided as the attendants listed on the Pre-Bid Agenda.
1. **Introduction of Attendees – Attended via Zoom:**  
Kathy Sowers, City of Clearwater, Engineering Contract and Procurement Specialist  
Shawna Blauvelt, City of Clearwater, Engineering Contract and Procurement Specialist  
Todd Kuhnel, City of Clearwater, Project Manager  
John Pacifici, Hazen and Sawyer, Hazen Project Manager  
Alphonso Gwyn, Public Utilities Assistant Manager  
Michael Flanigan, City of Clearwater, Public Utilities Assistant Director  
Rich Gardner, City of Clearwater, Public Utilities Director  
Paul DuFaux, Rowland, Inc.  
Eric McRoberts, USSI Services  
Weston Haggen, CHA Consulting, Inc.  
Dan Banken  
Christopher McGee, Granite  
Jacob Smith, Granite
10. **Question:** Can multiple contractors be awarded for a given Section:
- a. **Response:** Yes, but that is not our intention.
11. **Question:** Will “or equal” products not named in the City specifications be considered?
- a. **Response:** After award, manufacturers can contact winning bidders to discuss potential submittal of products for consideration as “or equals.”
12. **Question:** Is a Proposal/Bid Bond required if we bid on an individual Section of a Maintenance Contract?
- a. **Response:** Maintenance contracts do not require a Public Construction Bond or a Bid Bond.
13. **Question:** Does the Bid Proposal need to be physically or electronically submitted?
- a. **Response:** Sealed Bids must be submitted in a sealed envelope with the project name and number on the bottom left-hand corner. If forwarded by mail, the Bid must be enclosed in another envelope with the notation "Bid Enclosed" on the face thereof and addressed to the City of Clearwater, attention Purchasing Manager. Bids in any other form will not be accepted, as stated in Section II, Subsection 11: SUBMISSION OF BIDS of the City's Contract Specifications.

END OF NOTICE



ADDENDUM NO. 3

FOR

22-0006-UT 2023 Sewer Point Repair & Improvements

DATE: Project June 28, 2022  
SUBJECT: ADDENDUM NO. 3  
TO: PROSPECTIVE BIDDERS AND OTHERS CONCERNED

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The Bid Tab for Project No. 22-0006-UT was Revised on 6/28/22 to reflect updates in mobilization fee and line items for Section F only. Please use the version with "REVISED on 6.28.22" in the title. Reference Addendum No. 2 to review the requested changes.

END OF NOTICE

**BIDDER’S PROPOSAL**

**PROJECT:** 2023 Sewer Point Repair & Improvement Project, Section E (No. 22-0006-UT)

**CONTRACTOR:** ENGINEERED SPRAY SOLUTIONS, LLC.

**BIDDER'S TOTAL Section A:** \$ \_\_\_\_\_ (Numbers)

**BIDDER'S TOTAL Section A:** \_\_\_\_\_ (Words)

**BIDDER'S TOTAL Section B:** \$ \_\_\_\_\_ (Numbers)

**BIDDER'S TOTAL Section B:** \_\_\_\_\_ (Words)

**BIDDER'S TOTAL Section C:** \$ \_\_\_\_\_ (Numbers)

**BIDDER'S TOTAL Section C:** \_\_\_\_\_ (Words)

**BIDDER'S TOTAL Section D:** \$ \_\_\_\_\_ (Numbers)

**BIDDER'S TOTAL Section D:** \_\_\_\_\_ (Words)

**BIDDER'S TOTAL Section E:** \$ 2,000,000.00 (Numbers)

**BIDDER'S TOTAL Section E:** Two million dollars and zero cents (Words)

**BIDDER'S TOTAL Section F:** \$ \_\_\_\_\_ (Numbers)

**BIDDER'S TOTAL Section F:** \_\_\_\_\_ (Words)

**BIDDER'S GRAND TOTAL Section E:** \$ 2,000,000.00 (Numbers)

**BIDDER'S GRAND TOTAL Section E:** Two million dollars and zero cents (Words)

**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.**

**Engineered Spray Solutions,  
LLC 1306 Banana Rd  
Lakeland, FL 33810**

**DBE**

**NO**

**E Manhole Surfacing – Polyurethane**

**Coating Product: Spraywall**

All bid items, unless otherwise specified, shall be inclusive of furnishing all material and labor for the complete installation of the bid item, inclusive of any necessary removal. Installation shall be completed in accordance with the specifications. The quantities provided are estimated per year for bidding purposes and may vary based on the actual work throughout the duration of the contract. The City of Clearwater (City) is not obligated to purchase any minimum or maximum amount during the life of the contract. Unit costs for all bid items shall not be changed in the event of overruns or underruns.

**General**

<sup>1</sup>Mobilization shall be per work order as defined by the City. Each work order may include more than one individual project. The unit price for mobilization shall not exceed \$4,000 for non emergency mobilization.

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization/Demobilization including Traffic <sup>1</sup>	LS/WO	3	\$ 4,000.00	\$ 12,000.00
2a	Liner system for 4' diameter manhole-125 MILS	VF	1,500	\$ 401.00	\$ 601,500.00
2b	Liner System for 4' diameter manhole-250 MILS	VF	1,500	\$ 541.00	\$ 811,500.00
2c	Liner system for 5' diameter manhole-125 MILS	VF	1,500	\$ 494.00	\$ 741,000.00
2d	Liner System for 5' diameter manhole-250 MILS	VF	1,500	\$ 677.00	\$ 1,015,500.00
2e	Liner system for 6' diameter manhole-125 MILS	VF	1,500	\$ 605.00	\$ 907,500.00
2f	Liner System for 6' diameter manhole-250 MILS	VF	1,500	\$ 786.00	\$ 1,179,000.00
3	Bench/invert Repair - Replacement	EA	70	\$ 800.00	\$ 56,000.00
4	Injection grouting as required to stop infiltration and inflow	GAL	1,000	\$ 185.00	\$ 185,000.00
5	Manhole clean/jet-vac	EA	40	\$ 150.00	\$ 6,000.00
6a	Remove existing liner for 4' diameter manhole	VF	150	\$ 314.00	\$ 47,100.00
6b	Remove existing liner for 5' diameter manhole	VF	150	\$ 392.00	\$ 58,800.00
6c	Remove existing liner for 6' diameter manhole	VF	150	\$ 470.00	\$ 70,500.00
7	Reset/Adjust Frame and Cover	EA	25	\$ 1,000.00	\$ 25,000.00
8	Replace Frame and Cover	EA	150	\$ 1,500.00	\$ 225,000.00
9	Seal manhole frame to corbel connection	EA	150	\$ 450.00	\$ 67,500.00
10	Rear easement access	EA	30	\$ 400.00	\$ 12,000.00
11	Miscellaneous Items				
12	Miscellaneous Markup (10% maximum)			0.10	\$ -
<b>TOTAL SECTION E =</b>				<b>\$</b>	<b>6,020,900.00</b>

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

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

***PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.***

The affiant, by virtue of the signature below, certifies that:

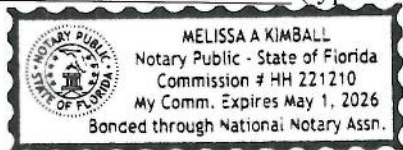
1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

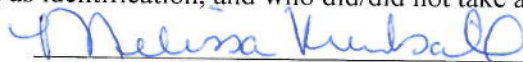
  
 \_\_\_\_\_  
 Authorized Signature  
Lewis G. Collier  
 \_\_\_\_\_  
 Printed Name  
Lewis G. Collier  
 \_\_\_\_\_  
 Title  
Engineered Spray Solutions, LLC  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me on this 6th day of July, 2022, by Lewis G. Collier (name of person whose signature is being notarized) as the Owner / Mgr (title) of Engineered Spray Solutions, LLC (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



  
 \_\_\_\_\_  
 Notary Public  
Melissa Kimball  
 \_\_\_\_\_  
 Printed Name

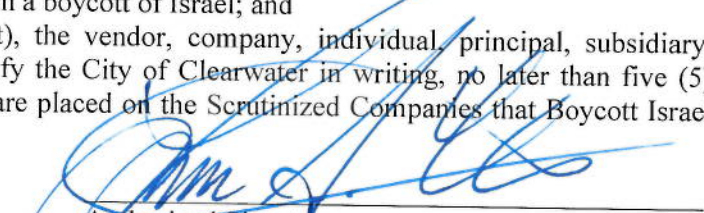
My Commission Expires: 5/1/2026  
 NOTARY SEAL ABOVE

**SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**  
**CERTIFICATION FORM**

**PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

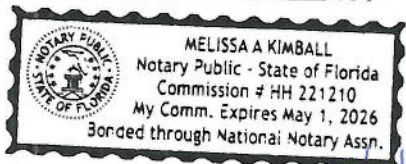
1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

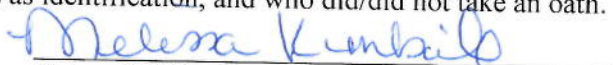
  
 \_\_\_\_\_  
 Authorized Signature  
 Lewis G. Collier  
 \_\_\_\_\_  
 Printed Name  
 Manager  
 \_\_\_\_\_  
 Title  
 Engineered Spray Solutions, LLC  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Bik

The foregoing instrument was acknowledged before me on this 6th day of July, 2022, by Lewis G. Collier (name of person whose signature is being notarized) as the Owner / mgr (title) of Engineered Spray Solutions, LLC (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



  
 \_\_\_\_\_  
 Notary Public  
 Melissa Kimball  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: 5/1/2026  
NOTARY SEAL ABOVE





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**dbpr** Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1504067 ISSUED: 05/20/2022  
 CERTIFIED GENERAL CONTRACTOR  
 COLLIER, LEWIS GENE  
 ENGINEERED SPRAY SOLUTIONS, LLC.

*[Signature]*  
 Signature  
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
 EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER: CGC1504067**

**EXPIRATION DATE: AUGUST 31, 2024**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COLLIER, LEWIS GENE  
ENGINEERED SPRAY SOLUTIONS, LLC.  
1306 BANANA RD  
LAKELAND FL 33810



ISSUED: 05/20/2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**I-CGC1504067**

*Collier, Lewis Gene  
1306 Banana Road  
Lakeland, FL 33810*



PINELLAS COUNTY CONSTRUCTION  
LICENSING BOARD

THIS CERTIFIES THAT **Lewis Gene Collier**  
DBA **Engineered Spray Solutions LLC**

STATE CERT # **I-CGC1504067**  
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED  
LIABILITY AND WORKERS' COMPENSATION  
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2022**  
DATE OF ISSUANCE **11/02/2021**

**\* Please cut out license along lines**

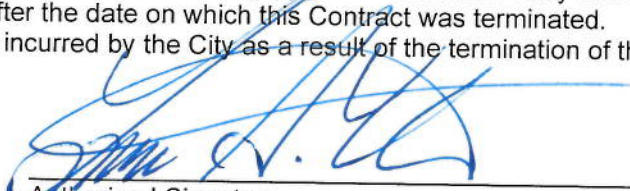
**VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM**

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

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

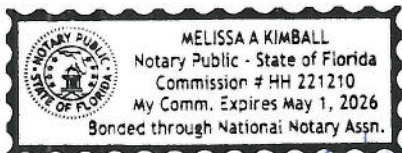
The affiant, by virtue of the signature below, certifies that:


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

  
\_\_\_\_\_  
Authorized Signature  
Lewis G. Collier  
\_\_\_\_\_  
Printed Name  
Manager  
\_\_\_\_\_  
Title  
Engineered Spray Solutions LLC  
\_\_\_\_\_  
Name of Entity/Corporation

STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this 6th day of July, 2022, by Lewis G. Collier (name of person whose signature is being notarized) as the Owner (title) of Engineered Spray Solutions, LLC (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



  
\_\_\_\_\_  
Notary Public  
Melissa Kimball  
\_\_\_\_\_  
Printed Name

My Commission Expires: 5/1/2026  
NOTARY SEAL ABOVE