

SECTION V

CONTRACT DOCUMENTS

Table of Contents

PUBLIC CONSTRUCTION BOND.....	1
CONTRACT.....	4
CONSENT OF SURETY TO FINAL PAYMENT.....	8
PROPOSAL/BID BOND	9
AFFIDAVIT.....	10
NON-COLLUSION AFFIDAVIT.....	11
PROPOSAL	12
CITY OF CLEARWATER ADDENDUM SHEET.....	14
BIDDER'S PROPOSAL	15
SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM	18
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM.....	19

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

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

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

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
TAMPA BAY MARINE, INC		City of Clearwater
<u>[name]</u>	<u>[name]</u>	Public Works
11889 US HWY 41 S		Engineering
GIBSONTON, FL 33534		100 South Myrtle Avenue
<u>[principal business address]</u>	<u>[principal business address]</u>	Clearwater, FL 33756
813-672-1222		(727) 562-4750
<u>[phone number]</u>	<u>[phone number]</u>	

PROJECT NAME: Seminole Boat Ramp

PROJECT NO.: 22-0023-EN

PROJECT DESCRIPTION: The work of this contract consists of but is not limited to the following concrete repairs, aluminum floating docks and gangways repairs at the Seminole Marina. The removal and replacement of four sloped concrete ramps, removal and replacement of three concrete dock slabs, removal and replacement of two concrete seawall cap and dock slabs. Also, the removal and replacement of 5 existing floating docks and gangways.

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 \$678,073.00 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 **Seminole Boat Ramp, 22-023-EN** the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and

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

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

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

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

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

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

TAMPA BAY MARINE, INC

By: _____
Title: _____
Print Name: _____

WITNESS:

WITNESS:

Corporate Secretary or Witness
Print Name: _____

Print Name: _____

(affix corporate seal)

(Corporate Surety)

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

SECTION V – Contract Documents

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 20__ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and TAMPA BAY MARINE, INC., of the City of GIBSONTON County of HILLSBOROUGH and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

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: Seminole Boat Ramp

PROJECT NO.: 22-0023-EN

in the amount of \$ 678,073.00

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, Rosemarie Call, City Clerk, AT Rosemarie.Call@myclearwater.com, 727-562-4092, 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: _____ (SEAL)

Jennifer Poirrier
City Manager

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____

Bruce Rector
Mayor

Approved as to form:

Jerrod Simpson
Senior Assistant City Attorney

Contractor must indicate whether:

_____ Corporation, _____ Partnership, _____ Company, or _____ Individual

(Contractor)

By: _____ (SEAL)

Print Name: _____

Title: _____

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

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater PROJECT NAME: Seminole Boat Ramp
Public Works PROJECT NO.: 22-0023-EN
Engineering
100 S. Myrtle Ave. CONTRACT DATE: [REDACTED]
Clearwater, FL 33756 BOND NO.: [REDACTED], recorded in O.R. Book [REDACTED],
Page [REDACTED], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [REDACTED]

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

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

, SURETY,

on bond of

[insert name of Contractor]
[address]
[address]

, 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
Public Works Engineering
100 S. Myrtle Ave.
Clearwater, FL 33756

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this ____ day of _____, _____

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

PROPOSAL/BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Tampa Bay Marine, Inc.
 _____ as Contractor, and NGM Insurance Company
 _____ as Surety, whose address is _____
4601 Touchton Road East, Suite 3400, Jacksonville, FL 32246., are held and firmly bound unto the City
 of Clearwater, Florida, in the sum of ten percent of amount bid Dollars
 (\$ 10% of amt bid) (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 Tampa Bay Marine, Inc.
 _____ as Contractor, and NGM Insurance Company _____ as Surety, for
 work specified as: 22-0023-EN Seminole Boat Ramp Repairs, 198 Seminole St. Clearwater FL 33755

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 19th day of February, 2025

Contractor

Tampa Bay Marine, Inc.

Principal

By: Secretary

Title

NGM Insurance Company

Surety

Kevin Wojtowicz, Attorney-in-fact
and Florida Licensed Resident Agent

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

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Pinellas)

_____ being duly sworn, deposes and says that he/she is
 Secretary of Tampa Bay Marine, Inc.
 a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
 principal office at:

11889 US Hwy 41 S

(Street & Number)

Gibsonton

(City)

Hillborough

(County)

FL

(State)

Affiant further says that he is familiar with the records, minute books and by-laws of
Tampa Bay Marine, Inc.

(Name of Corporation)

Affiant further says that

Federico Garcia

(Officer's Name)

is

Secretary

(Title)

of the corporation, is duly authorized to sign the Proposal for City of Clearwater FL

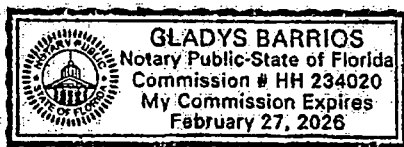
or said corporation by virtue of

(state whether a provision of by laws or a Resolution of
 Board of Directors. If by Resolution give date of adoption)

Tampa Bay Marine
 Affiant

Sworn to before me this 19th day of February, 2025.

Gladys Barrios
 Notary Public



Gladys Barrios
 Type/print/stamp name of Notary

HH 234020
 Title or rank, and Serial No., if any



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to-wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Laura D. Mosholder, Kevin Wojtowicz** its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary

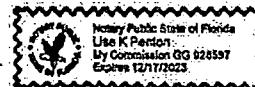


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loa K. Pente



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

17 day of February 2020

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she is
Secretary of _____
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its
principal office at:

(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of

(Name of Corporation)

Affiant further says that _____ is _____
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for _____

or said corporation by virtue of

(state whether a provision of by laws or a Resolution of
Board of Directors. If by Resolution give date of adoption).

Affiant

Sworn to before me this _____ day of _____, 20____.

Notary Public

Type/print/stamp name of Notary

Title or rank, and Serial No., if any

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Hillsborough)Federico Garcia

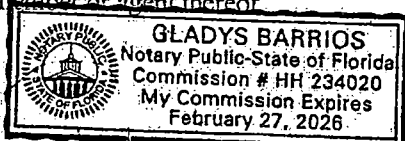
being, first duly sworn, deposes and says that he is

Secretary

of

Tampa Bay Marine Inc

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



Affiant

Sworn to and subscribed before me this 19th day of February, 20 25.

Notary Public

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Seminole Boat Ramp 22-0023-EN

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

Seminole Boat Ramp 22-0023-EN

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 NGM Insurance Company
Bank for the sum of 10% of
Bid Proposal (\$)
 (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:

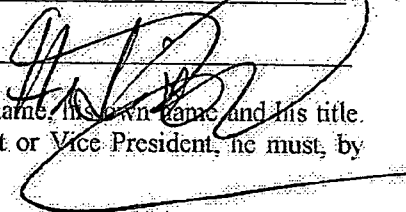
(If corporation, give the names and addresses of the President and Secretary. If a firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, 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:

Melynda Calves - President 3038 Christophers Watch Ln
Juan Calves - VP Duskin FL 33570

Federico Garcia-Urbe PO Box 250 Gibsonton FL 33534
- Secretary

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: Juan CalvesBy: Federico GarciaTitle: SecretaryCompany Legal Name: Tampa Bay Marine IncDoing Business As (if different than above): Business Address of Bidder: 11889 US HWY 41 SCity and State: Gibbsonton FLZip Code 33534Phone: 813 672 1222Email Address: fgarcia@tampabaymarineinc.comDated at , this 19 day of Feb, A.D. 20 25

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: Seminole Boat Ramp 22-0023-EN

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

Addendum No. <u>1</u>	Date: <u>2/5/25</u>
Addendum No. <u>2</u>	Date: <u>2/5/25</u>
Addendum No. <u>3</u>	Date: <u>2/18/25</u>
Addendum No. <u>4</u>	Date: <u>2/18/25</u>
Addendum No. <u>5</u>	Date: <u>2/18/25</u>
Addendum No. <u>6</u>	Date: <u>2/18/25</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Federico Garcia
 (Name of Bidder)
[Signature]
 (Signature of Officer)
Secretary
 (Title of Officer)
2/19/2025
 (Date)

BIDDER'S PROPOSAL**PROJECT:** Seminole Boat Ramp 22-0023-EN**CONTRACTOR:** Tampa Bay Marine Inc.**BIDDER'S GRAND TOTAL:** \$ 678,073.00 (Numbers)**BIDDER'S GRAND TOTAL:** six-hundred seventy eight thousand and seventy three dollars zero cents

(Words)

	BID ITEMS	UNIT	QTY	UNIT PRICE	AMOUNT
1	Contractor Mobilization	LS	1		\$ -
2	Bonding fees	LS	1		\$ -
3	The Contractors General Conditions-all work required for successful completion of this project that is not listed or accounted for below	LS	1		\$ -
4	Site preparation:removal of site features as required for work of this project	LS	1		\$ -
5	Excavation, backfill, compacting and re-grading of site and restoration of site as required for work of this project	LS	1		\$ -
6	Concrete Repair:Sloped Concrete Ramp Slab- Remove and replace damaged concrete slab on grade-cast-in-place reinforced concrete slab-doweled joints to adjacent slab panels	LS	1		\$ -

Attached

SECTION V – Contract Documents

7	Concrete Repair: East and west concrete wall cap/dock slab- remove and replace damaged concrete wall caps/dock slab	LS	1		\$ -
8	Concrete Repair: Remove and replace the north portions of concrete dock walkways	LS	1		\$ -
9	Concrete repair: Delaminated areas,. Spalls and exposed metal in south portions of concrete docks	cf	30		\$ -
10	Application of two spray coats of surfaced applied sealer/corrosion inhibitor to concrete surfaces, utilizing Protectosil CIT	LS	1		\$ -
11	Remove four (4) existing aluminum floating docks	LS	1		\$ -
12	Install five (5) new aluminum floating docks with new pontoon type dock manufactured by Gator Dock	LS	1		\$ -
13	Remove four (4) existing aluminum gangway ramps	LS	1		\$ -
14	Install five (5) new aluminum gangway ramps with new Dura-Rampa II manufactured by Gator Dock	LS	1		\$ -
15	Install Floating Turbidity Barrier	LS	1		\$ -
16	Install Erosion Control	Ls	1		\$
17	Install Tree Barricades (Sabal Palms to West of Ramp)	LS	1		\$
	SUBTOTAL				\$ -
	10% CONTINGENCY	LS	1	\$0.00	\$ -
	TOTAL CONTRACT				\$ -

	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 AND PINELLAS COUNTY IN THE BID RESPONSE.



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

TAMPA BAY MARINE, INC
11889 US HWY 41 S
GIBSONTOWN, FL 33534

	BID ITEMS	UNIT	QTY	UNIT PRICE	AMOUNT
1	Contractor Mobilization	LS	1	\$ 40,900.00	\$ 40,900.00
2	Bonding fees	LS	1	\$ 12,000.00	\$ 12,000.00
3	The Contractors General Conditions-all work required for successful completion of this project that is not listed or accounted for below	LS	1	\$ 12,000.00	\$ 12,000.00
4	Site preparation:removal of site features as required for work of this project	LS	1	\$ 18,000.00	\$ 18,000.00
5	Excavation, backfill, compacting and re-grading of site and restoration of site as required for work of this project	LS	1	\$ 5,000.00	\$ 5,000.00
6	Concrete Repair:Sloped Concrete Ramp Slab-Remove and replace damaged concrete slab on grade-cast-in-place reinforced concrete slab-doweled joints to adjacent slab panels	LS	1	\$ 133,280.00	\$ 133,280.00
7	Concrete Repair: East and west concrete wall cap/dock slab- remove and replace damaged concrete wall caps/dock slab	LS	1	\$ 37,170.00	\$ 37,170.00
8	Concrete Repair: Remove and replace the north portions of concrete dock walkways	LS	1	\$ 57,800.00	\$ 57,800.00
9	Concrete repair: Delaminated areas,. Spalls and exposed metal in south portions of concrete docks	cf	30	\$ 1,230.00	\$ 36,900.00
10	Application of two spray coats of surfaced applied sealer/corrosion inhibitor to concrete surfaces, utilizing Protectosil CIT	LS	1	\$ 8,690.00	\$ 8,690.00
11	Remove four (4) existing aluminum floating docks	LS	1	\$ 8,435.00	\$ 8,435.00
12	Install five (5) new aluminum floating docks with new pontoon type dock manufactured by Gator Dock	LS	1	\$ 93,650.00	\$ 93,650.00
13	Remove four (4) existing aluminum gangway ramps	LS	1	\$ 8,435.00	\$ 8,435.00
14	Install five (5) new aluminum gangway ramps with new Dura-Rampa II manufactured by Gator Dock	LS	1	\$ 140,470.00	\$ 140,470.00
15	Install Floating Turbidity Barrier	LS	1	\$ 1,500.00	\$ 1,500.00
16	Install Erosion Control	LS	1	\$ 1,000.00	\$ 1,000.00
17	Install Tree Barricades(Sabal Palms to West of Ramp)	LS	1	\$ 1,200.00	\$ 1,200.00
	SUBTOTAL				\$ 616,430.00
	10% CONTINGENCY	LS	1	\$61,643.00	\$ 61,643.00
	TOTAL CONTRACT				\$ 678,073.00
	Grand Total				\$ 678,073.00

**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

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (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

Printed Name

My Commission Expires: _____

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

Federico Garcia

Printed Name

Secretary

Title

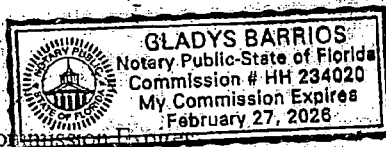
Tampa Bay Marine Inc

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 19th day of February, 2025, by Federico Garcia (name of person whose signature is being notarized) as the Secretary (title) of Tampa Bay Marine Inc (name of corporation/entity), personally known to me as described herein, or produced a (type of identification) as identification, and who did/did not take an oath.



My Commission Expires 02/27/26
 NOTARY SEAL ABOVE

Notary Public

Gladys Barrios

Printed Name

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.

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.

Federico Garçon

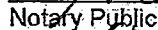
Secretary

Title

Title Tampa Bay Marine Inc.
Name of Entity/Corporation

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 19th day of February, 2025, by Federico Garcia (name of person whose signature is being notarized) as the Secretary (title) of Lampa Bay Marine Inc (name of corporation/entity), personally known ☒ or produced ✓ (type of identification) as identification, and who did/did not take an oath.



Printed Name _____

My Commission Expires: 02/27/20
NOTARY SEAL ABOVE:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

TAMPA BAY MARINE INC

Filing Information

Document Number P05000046104

FEI/EIN Number 20-2570571

Date Filed 03/28/2005

Effective Date 03/24/2005

State FL

Status ACTIVE

Last Event AMENDMENT

Event Date Filed 07/01/2013

Event Effective Date NONE

Principal Address

11889 Hwy 41 S.
GIBSONTON,, FL 33534

Changed: 04/16/2020

Mailing Address

P.O. BOX 250
GIBSONTON, FL 33534

Changed: 01/09/2007

Registered Agent Name & Address

CALVES, MELYNDA OWNER
11889 Hwy 41 S.
GIBSONTON, FL 33534

Name Changed: 01/07/2010

Address Changed: 04/16/2020

Officer/Director Detail

Name & Address

Title VP

Calves, Juan
3038 Christophers Watch Ln
Ruskin, FL 33570

Title P

Calves, Melynda
3038 Christophers Watch Ln
Ruskin, FL 33570

Title Company Secretary

Garcia Uribe, Federico
P.O. BOX 250
GIBSONTON, FL 33534

Annual Reports

Report Year	Filed Date
2023	05/09/2023
2024	04/22/2024
2025	02/12/2025

Document Images

02/12/2025 – ANNUAL REPORT	View image in PDF format
04/22/2024 – ANNUAL REPORT	View image in PDF format
05/09/2023 – ANNUAL REPORT	View image in PDF format
03/10/2022 – ANNUAL REPORT	View image in PDF format
04/06/2021 – ANNUAL REPORT	View image in PDF format
04/16/2020 – ANNUAL REPORT	View image in PDF format
04/09/2019 – ANNUAL REPORT	View image in PDF format
01/14/2018 – ANNUAL REPORT	View image in PDF format
01/11/2017 – ANNUAL REPORT	View image in PDF format
01/15/2016 – ANNUAL REPORT	View image in PDF format
01/15/2015 – ANNUAL REPORT	View image in PDF format
01/10/2014 – ANNUAL REPORT	View image in PDF format
07/01/2013 – Amendment	View image in PDF format
02/12/2013 – ANNUAL REPORT	View image in PDF format
01/06/2012 – ANNUAL REPORT	View image in PDF format
03/16/2011 – ANNUAL REPORT	View image in PDF format
01/07/2010 – ANNUAL REPORT	View image in PDF format
03/31/2009 – ANNUAL REPORT	View image in PDF format
09/12/2008 – Off/Dir Resignation	View image in PDF format
04/30/2008 – ANNUAL REPORT	View image in PDF format
01/09/2007 – ANNUAL REPORT	View image in PDF format
04/01/2006 – ANNUAL REPORT	View image in PDF format
11/21/2005 – Amendment	View image in PDF format
03/28/2005 – Domestic Profit	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

GARCIA URIBE, FEDERICO

TAMPA BAY MARINE INC
11889 US HWY 41 S
GIBSONTON FL 33534

LICENSE NUMBER: CGC1534022

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/10/2024

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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CALVES, MELYNDA CHANDLER

TAMPA BAY MARINE INC
11819 HWY 41 S
GIBSONTON FL 33534

LICENSE NUMBER: SCC131150892

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/19/2024

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.





CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4750 FAX (727) 562-4755

PUBLIC WORKS

February 4th, 2025

Federico Garcia
Tampa Bay Marine, Inc.
PO Box 250
Gibson, FL 33534

Please accept this official notice that **TAMPA BAY MARINE, INC.** has been approved to bid for City of Clearwater construction projects falling into the following parameters:

Approved Maximum Bid Limit: **\$4,500,000** Prequalification Expiration: **FEBRUARY 4, 2028**

Approved Categories:

- Marine Construction
- Other: Boardwalk

Any category applied for and not approved indicates the project list submitted did not demonstrate any/enough experience in that category. Project experience in categories that were not approved may be submitted for consideration. This pre-qualification applies to standard types of construction projects. Projects requiring special expertise or unusually difficult construction categories may require separate pre-qualifications following bid advertisement. City policy dictates that financial statement documents are not copied or retained, so this item was deleted following the pre-qualification approval.

The Engineering Construction Manager reserves the right to adjust categories and the maximum project bid value during the three-year approval period based on direct work experience and updates submitted.

We appreciate your interest and look forward to receiving your bids on City of Clearwater projects. For our current bid list visit: <https://www.myclearwater.com/business/bid-information>.

Kind Regards,

Marina Tsongranis

Contract Procurement Specialist
City of Clearwater's Engineering Department
(727) 444 – 8212
marina.tsongranis@myclearwater.com

Bruce Rector, Mayor

Ryan Cotton, Councilmember
Mike Mannino, Councilmember



David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"