

# **SECTION V**

## **CONTRACT DOCUMENTS**

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

**PUBLIC CONSTRUCTION BOND**

(1)

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

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

<b><u>CONTRACTOR</u></b>	<b><u>SURETY</u></b>	<b><u>OWNER</u></b>
_____	_____	City of Clearwater
[name]	[name]	Parks & Recreation
_____	_____	100 S. Myrtle Avenue
[principal business address]	[principal business address]	Clearwater, FL 33756
_____	_____	(727) 562-4800
[phone number]	[phone number]	

**PROJECT NAME:** Morningside Main Pool Resurfacing**PROJECT NO.:** #16-0035-PR-C

**PROJECT DESCRIPTION:** Resurfacing of the main pool to repair leaks at the Morningside Recreation Center, 2400 Harn Blvd, Clearwater FL.

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 Morningside Main Pool Resurfacing, 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).*

*[TYPE LEGAL NAME OF CONTRACTOR]*

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

**WITNESS:**

**WITNESS:**

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

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

*(affix corporate seal)*

\_\_\_\_\_  
*(Corporate Surety)*

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

*(affix corporate seal)*

*(Power of Attorney must be attached)*

**CONTRACT**

(1)

This **CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_, of the City of \_\_\_\_\_ County of \_\_\_\_\_ 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:** Morningside Main Pool Resurfacing

**PROJECT NO.:** #16-0035-PR-C

**in the amount of \$** \_\_\_\_\_

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

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



## **CONTRACT**

(2)

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

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

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

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

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

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

## **CONTRACT**

(3)

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 112 S. Osceola Ave., 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:



**CONTRACT**

(4)

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

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

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

By: \_\_\_\_\_ (SEAL)  
William B. Horne, II  
City Manager

Attest:

Countersigned:

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

By: \_\_\_\_\_ Approved as to form:  
George N. Cretekos,  
Mayor

\_\_\_\_\_  
Assistant City Attorney

Contractor must indicate whether:

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

The Pool Works of Florida, Inc.  
(Contractor)

By: [Signature] (SEAL)  
Print Name: Donald E Ball  
Title: President

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

**CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER: City of Clearwater      PROJECT NAME: Morningside Main Pool Resurfacing  
Parks & Recreation      PROJECT NO.: #16-0035-PR-C  
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: [\_\_\_\_\_]

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  
Parks & Recreation  
100 S. Myrtle Ave.  
Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

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

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed name and title)

Attest:  
(Seal):



**PROPOSAL/BID BOND**

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

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, Donald E. Ball  
The Pool Works of Florida, Inc. as Contractor, and Regent Insurance  
Company as Surety, whose address is 385 Montford Rd  
Suite 400 Atlanta, GA 30350, are held and firmly bound unto the City  
 of Clearwater, Florida, in the sum of Fifteen thousand 00/100 Dollars  
 (\$ 15,000.00) (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 Donald E. Ball  
The Pool Works of Florida, Inc. as Contractor, and Regent Insurance Company as Surety, for  
 work specified as: Morningside Complex, Pool renovation

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 23 day of February, 2018.

The Pool Works of Florida, Inc.  
 Contractor

Donald E. Ball  
 Principal

By: President  
 Title

Regent Insurance Company  
 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.**

Bond #: Bid



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**The Pool Works of Florida, Inc.**  
9191 130th Avenue N  
Largo, FL 33773

as Principal, hereinafter called the Principal, and Regent Insurance Company 365 Northridge Road, Suite 400,  
Atlanta, GA 30350 a corporation duly organized under the laws of the State of New York as Surety, hereinafter  
called the Surety, are held and firmly bound unto

**City of Clearwater, Parks & Recreation**  
100 S Myrtle Avenue  
Clearwater, FL 33756

as Obligee, hereinafter called the Obligee, in the sum of **TEN PERCENT OF AMOUNT BID – PENAL SUM NOT TO**  
**EXCEED FIFTEEN THOUSAND & 00/100 DOLLARS ( 10 % Not To Exceed \$ 15,000.00 )**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**PROJECT #16-0035-PR-C**  
**MORNINGSIDE MAIN POOL RESURFACING**

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in  
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **21st day of February** , 2018 .

(Witness)

**The Pool Works of Florida, Inc.**

(Principal)

(Seal)

(Title)

(Witness)

*A. SK 78*

**Regent Insurance Company**

(Surety)

**Jason S. Centrella, Attorney In Fact**

**AIA**

**CAUTION:** You should sign an original AIA document which has this caution printed in red  
An original assures that changes will not be obscured as may occur when documents are reproduced  
WARNING: Unlicensed photocopying violates U.S. copyright law, and is subject to legal prosecution.



POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that Regent Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 55 Water Street 20<sup>th</sup> Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **David R. Brett and Jason S. Centrella of Allstar Surety Company, Inc. of Atlanta, GA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from August 3, 2016:

**RESOLVED**, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

**FURTHER RESOLVED**, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 18, 2017.

Attest:

(Seal)

By:

Brett Halsey  
Brett Halsey  
Senior Vice President

REGENT INSURANCE COMPANY

By:

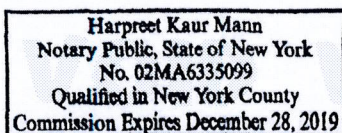
Matt Curran  
Matt Curran  
Senior Vice President

STATE OF NEW YORK )

)SS.:

COUNTY OF NEW YORK )

On this December 18, 2017, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of Regent Insurance Company, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.



By:

Harpreet Kaur Mann  
Harpreet Kaur Mann, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of Regent Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21<sup>st</sup> day of February 2018.

(Seal)

By:

J. R. Gonzalez  
Jose Ramon Gonzalez, Jr., Corporate Secretary



**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF Pinellas )

Donald E. Ball, being duly sworn, deposes and says that he/she is  
 Secretary of The Pool Works of Florida, Inc.  
 a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its  
 principal office at:

815 Cavendish Way Tarpon Springs Pinellas FL  
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of  
The Pool Works of Florida, Inc.  
 (Name of Corporation)

Affiant further says that Donald E. Ball is President  
 (Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for The Pool Works of Florida, Inc.  
 or said corporation by virtue of Bylaws  
 (state whether a provision of by laws or a Resolution of  
 Board of Directors. If by Resolution give date of adoption).

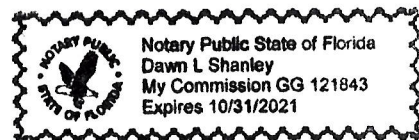
Donald E. Ball  
[Signature]  
 Affiant

Sworn to before me this 26 day of FEBRUARY, 2018.

[Signature]  
 Notary Public

DAWN SHANLEY  
 Type/print/stamp name of Notary

Title or rank, and Serial No., if any





**NON COLLUSION AFFIDAVIT**


STATE OF FLORIDA )

COUNTY OF Pinellas )

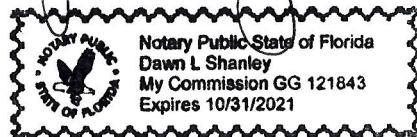
Donald E. Ball being, first duly sworn, deposes and says that he is  
President of The Pool Works of Florida, Inc.  
 the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business 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 21 day of FEBRUARY, 20 18.


Notary Public



## **PROPOSAL**

(1)

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

### **MORNINGSIDE MAIN POOL RESURFACING**

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

### **MORNINGSIDE MAIN POOL RESURFACING**

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

Regent InsuranceCompany

Bank, for the sum of

Fifteen thousand no rate(\$ 15,000.00 )

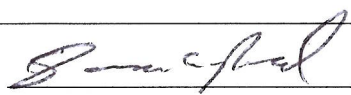
(being a minimum of 10% of Contractor's total bid amount).

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:

Donald E. Ball815 Cavemill Way Tarpon Springs, FLSandra L. Ball815 Cavemill Way Tarpon Springs, FLSignature 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: Donald E. Ball The Pool Works of Florida, Inc.By:  Title: PresidentCompany Legal Name: The Pool Works of Florida, Inc

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

Business Address of Bidder: 815 Cavemill WayCity and State: Tarpon Springs Zip Code 34689Phone: 727-938-8389 Email Address: thepoolworks@gmail.comDated at 1:00, this 20 day of February, A.D., 2018.



**BIDDER'S PROPOSAL**  
**PROJECT: MORNINGSIDE MAIN POOL RESURFACING**

**Item**

<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Pool contractor shall provide labor, equipment, materials, and insurances as necessary for renovation of the Morningside Main Pool as shown on the contract documents and provide a complete operating swimming pool (main lap pool & diving well) system to the satisfaction of the Owner. Pool contractor shall provide all necessary items for a complete operational pool according to Florida Building Code 6 <sup>th</sup> Edition (2017) and those items not listed in the bill of quantities provided shall be included somewhere in the bid items listed below. Pool contractor shall note some unit price items may not be use entirely and shall invoice Owner for those items install. Items not use shall cost for those items shall be returned to Owner by closing out purchase order short.					
1.	Mobilization & demobilization	LS	1	<u>\$2,000.00</u>	<u>\$2,000.00</u>
2.	Remove, restore, protect, and reinstall all fixtures including diving boards, railings, ladders, any removable stairs, and back stroke poles. Protect all existing tiles, depth markers, and "NO DIVING" markers. Perform leak test with report and drain pool. Remove pool plug and install sump pump. Removal and restoration of existing tiles and expansion joint.	LS	1	<u>\$5,560.00</u>	<u>\$5,560.00</u>
3.	Sound pool with chain to identify hollow spots and mark with paint. Chip away existing surface at hollows spots clean away loose material, prepare to receive bond coat, provide fill material as required ready for final bond coat and Hydrazzo finish surface	Sq. Ft.	2,500	<u>\$3.00</u>	<u>\$7,500.00</u>
4.	Remove existing surface around existing pool tiles via hydro-blasting, sand blasting, or industry methods & means to a depth of 3/8". Fill areas where existing surface has been removed prior to installing Hydrazzo surface. Prepare remaining pool surfaces per specifications per Sheet 5 of 5 to accept Hydrazzo surfacing manufacturer's recommendation.	LS	1	<u>\$6,138.00</u>	<u>\$6,138.00</u>
5.	Provide Hayward SP1010 Socket fitting including Drain cover for replacement if damaged during pool Surfacing removal	EA	35	<u>\$100.00</u>	<u>\$3,500.00</u>
6.	Remove and replace main drains.	EA	2	<u>\$300.00</u>	<u>\$600.00</u>
7.	Remove and replace floor return inlets.	EA	14	<u>\$100.00</u>	<u>\$1,400.00</u>
8.	Remove and replace wall return inlets.	EA	6	<u>\$216.67</u>	<u>\$1,300.00</u>
9.	Remove and replace pool level fixture	EA	1	<u>\$100.00</u>	<u>\$100.00</u>
10.	Remove and replace gutter drains Pool Contractor provide leak detection test report to Owner & review report with Owner to determine if leaks are within the pool-shell. If determine leak is below the pool shell no repairs shall be made but record for future repairs under different contract in future. Any gutter drains show no signs of leaks no repairs shall be made.	EA	35	<u>\$100.00</u>	<u>\$3,500.00</u>



SECTION V – Contract Documents (Addendum No. 1. 2-2-2018)

- |     |  |    |   |                      |                      |
|-----|--|----|---|----------------------|----------------------|
| 11. | Remove and replace vacuum fittings.  | EA | 3 | <u>\$ 100.00</u>     | <u>\$ 300.00</u>     |
| 12. | Perform hydrostatic test.  | LS | 1 | <u>\$ 1,000.00</u>   | <u>\$ 1,000.00</u>   |
| 13. | Replace bull nose tiles back of pool gutter beam with black glazed tile bull nose tiles back of pool gutter tiles do not need to be nonslip tiles.   | LS | 1 | <u>\$ 5,100.00</u>   | <u>\$ 5,100.00</u>   |
| 14. | Replace bull nose perimeter pool water line tile With black nonslip bull nose tiles and must meet Wet DCOF testing of non-slip tiles.  | LS | 1 | <u>\$ 6,678.00</u>   | <u>\$ 6,678.00</u>   |
| 15. | Clean all surfaces prior to installing the bonding agent. Apply bonding agent. Install Hydrazzo surface according to manufacturer's specifications. Clean new surface to prepare for pool filling.   | LS | 1 | <u>\$ 48,665.00</u>  | <u>\$ 48,665.00</u>  |
| 16. | Fill pool. Brush, acid wash, and polish new surface. Balance pool chemicals five days prior to Pinellas County Health Department Inspection. Pool chemicals to be provided by Owner. Contact Pinellas County Health Department for inspection and certifying pool for operation. Provide Certificate of Operation to Owner. Close out permit. Provide close-out materials package to Owner. Site cleanup.          | LS | 1 | <u>\$ 2,500.00</u>   | <u>\$ 2,500.00</u>   |
| 17. | General conditions (see Section IV Scope of Work)  | LS | 1 | <u>\$ 850.00</u>     | <u>\$ 850.00</u>     |
| 18. | Subtotal (Items 1-17)  |    |   | <u>\$ 96,991.02</u>  | <u>\$ 96,691.00</u>  |
| 19. | 10% Contingency of line 18*<br>* Note: Contingency funds shall only be utilized upon written approval of the Owner or the Owner's representative for additional scope of work not included in items 1-17 of the Bill of Quantities. Contingency funds not utilized in the implementation of this contract shall be returned to the Owner by closing out the purchase order short during close-out of the contract. |    |   | <u>\$ 9,669.10</u>   | <u>\$ 9,669.10</u>   |
| 20. | Grant total items 1 through 17 plus 10% contingency  |    |   | <u>\$ 106,690.12</u> | <u>\$ 106,360.10</u> |

CONTRACTOR: THE POOL WORKS OF FLORIDA, INC.

BIDDER'S GRAND TOTAL: \$ 106,360.10 \$ 106,690.12 (Numbers)

BIDDER'S GRAND TOTAL: One Hundred Six Thousand Three Sixty Nine and Ten 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.

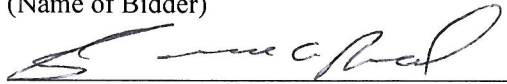
**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT: MORNINGSIDE MAIN POOL RESURFACING**

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

Addendum No. <u>1</u>	Date: <u>2-5-2018</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: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Donald E. Ball The Paul Weeks of Florida  
(Name of Bidder)

  
(Signature of Officer)

President  
(Title of Officer)

2-18-2018  
(Date)

**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



### Contractor Search Results

There are 1 contractors matching your criteria

#### Only active licenses

Category	Type	Contractor	Business Name	Address	Status	License	Date Renewed	Phone
COMMERCIAL POOL C		Bal, Donald Everett	The Pool Works of Florida Inc	815 Cayenne Way, Tarpon Springs, FL 34689	A	LOPC 1457968	08-04-2017	(727) 938-8389

[Click here to start a new search](#)