

# **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.”

**CONTRACTOR****SURETY****OWNER**

Complete Property Services  
13505 Prestige Place  
Tampa, FL 33635  
(727) 793-977

[name]

[principal business address]

[phone number]

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

**PROJECT NAME:** BayCare Ballpark Structural Repairs 2021**PROJECT NO.:** 20-0036-EN-A

**PROJECT DESCRIPTION:** The work shall consist of various types of repairs as follows, concrete repairs as identified herein, sealant joint replacement, membrane repairs, handrail (HR) post pocket repairs, painting of metal bridge decks plus misc. items noted on the plans and specifications.

BY THIS BOND, We, Complete Property Services, as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$356,407.70, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated \_\_\_\_\_, between Contractor and Owner for construction of BayCare Ballpark Structural Repairs 2021, 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).*

**Complete Property Services**

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

**WITNESS:**

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

*(affix corporate seal)*

**WITNESS:**

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

\_\_\_\_\_  
*(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 Complete Property Services, of the City of Tampa, County of Hillsborough and State of Florida, hereinafter designated as the "Contractor".

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

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

### **WITNESSETH:**

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

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

**PROJECT NAME:** BayCare Ballpark Structural Repairs 2021

**PROJECT NO.:** 20-0036-EN-A

**in the amount of \$356,407.70**

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

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

## **CONTRACT**

(2)

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

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

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

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

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

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

## **CONTRACT**

(3)

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

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

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

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

## **CONTRACT**

(4)

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

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

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

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

Attest:

Countersigned:

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

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

Approved as to form:

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

Contractor must indicate whether:

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

\_\_\_\_\_  
(Contractor)

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

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

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

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

**CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER: City of Clearwater      PROJECT NAME: BayCare Ballpark Structural Repairs 2021  
Parks and Recreation      PROJECT NO.: 20-0036-EN-A  
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: Complete Property Services

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

Complete Property Services

13505 Prestige Place

Tampa, FL 33635

,CONTRACTOR,

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

City of Clearwater

Parks and Recreation

100 S. Myrtle Ave.

Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

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

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

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

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

Attest:

(Seal):



**PROPOSAL/BID BOND**

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

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, Complete Property Servcies, LLC as Contractor, and Fidelity and Deposit Company of Maryland as Surety, whose address is 1299 Zurich Way, Schaumburg, IL 60196-1056, 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 Complete Property Servcies, LLC as Contractor, and Fidelity and Deposit Company of Maryland as Surety, for work specified as: BayCare Ballpark - Structural Repairs (2021)

ITB-20-0036-EN-A

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, XX LLC Company, or        Individual

Signed this 12th day of August, 20 21.Complete Property Servcies, LLC

Contractor

Michael Krueger

Principal

By: M

Title

CEOFidelity and Deposit Company of Maryland

Surety

Kevin WojtowiczAttorney-in-Fact &  
FL Licensed 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.**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 12th day of August, 2021.

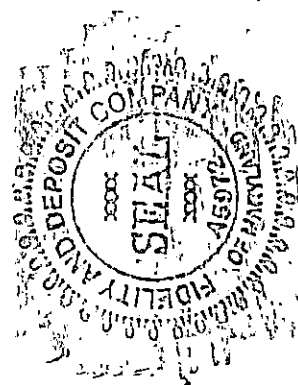


*Brian M. Hodges*

Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577



**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF Hillsborough )

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

13505 Prestige Place                      Tampa                      Hillsborough                      FL  
(Street & Number)                      (City)                      (County)                      (State)

Affiant further says that he is familiar with the records, minute books and by-laws of  
Complete Property Services  
(Name of Corporation)

Affiant further says that Michael H. Krueger is Chief Executive Officer  
(Officer's Name)                      (Title)

of the corporation, is duly authorized to sign the Proposal for Complete Property Services

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).

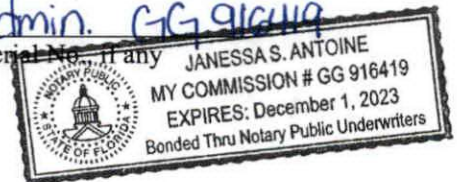
Michael Caron  
Affiant

Sworn to before me this 11th day of August, 2021.

Janessa S. Antoine  
Notary Public

Janessa S. Antoine  
Type/print/stamp name of Notary

Contract Admin. GG 916419  
Title or rank, and Serial No., if any



**NON-COLLUSION AFFIDAVIT**

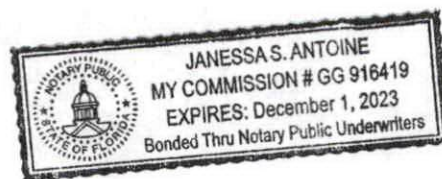
STATE OF FLORIDA )

COUNTY OF Hillsborough )Michael H. Krueger being, first duly sworn, deposes and says that he is

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



Affiant

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


**PROPOSAL**

(1)

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

**BayCare Ballpark Structural Repairs 2021 (20-0036-EN-A)**

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

**BayCare Ballpark Structural Repairs 2021 (20-0036-EN-A)**

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

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

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



## PROPOSAL

(2)

Attached hereto is a **bond** or ~~certified check~~ on N/A

\_\_\_\_\_ Bank, for the sum of \_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_)

(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:

Michael H. Krueger, Chief Executive Officer      13505 Prestige Place, Tampa, FL 33635

Mathew J. Krueger, President 13505 Prestige Place, Tampa, FL 33635

Michael Caron, Secretary 13505 Prestige Place, Tampa, FL 33635

Signature of Bidder: [Signature]

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: h

By: [Signature] Title: CEO

Company Legal Name: Complete Property Services

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

Business Address of Bidder: 13505 Prestige Place

City and State: Tampa, Florida Zip Code 33635

Phone: 727-793-9777 Email Address: mkrueger@completeproperty.com

Dated at 10:20 am, this 11th day of August, A.D., 2021

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

**PROJECT: BayCare Ballpark Structural Repairs 2021 (20-0036-EN-A)**

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

Addendum No. <u>  1  </u>	Date: <u>July 23, 2021</u>
Addendum No. <u>  2  </u>	Date: <u>August 5, 2021</u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>
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Addendum No. <u>      </u>	Date: <u>                  </u>

Complete Property Services  
(Name of Bidder)

 640  
(Signature of Officer) Michael H. Krueger, CEO

Chief Executive Officer  
(Title of Officer)

August 11, 2021  
(Date)

Bidder's Proposal					
BayCare Ballpark Structural Repairs 2021					
20-0036-EN-A					
Contractor: Complete Property Services					
Bidders Grand Total: \$356,407.70					(numbers)
Bidders Grand Total: Three Hundred Fifty Six Thousand Four Hundred Seven and 70/100					(words)
Request for Proposal - BayCare BallPark Structural Repairs 2021 20-0036-EN-A					
Item #	Description	Units	QTY	Unit Cost	Total Cost
<b>1 General Conditions</b>					
a	Permits (Pricing Not Applicable; No Building Permit s Required for Structural Repairs)	LS	1	\$ -	\$ -
b	Supervision	LS	1	\$ 35,300.00	\$ 35,300.00
c	Tools, Equipment etc.	LS	1	\$ 34,500.00	\$ 34,500.00
d	Survey Quantities	LS	1	\$ 1,500.00	\$ 1,500.00
e	Owner Supplied Roll Off (Includes Dumping Fees - No Pricing Required)	LS	1	\$ -	\$ -
<b>2 Demolition</b>					
a	Disposal of Materials	LS	1	\$ 1,500.00	\$ 1,500.00
b	Dust Control	LS	1	\$ 2,500.00	\$ 2,500.00
c	Water Test for Leaks	EA	6	\$ 300.00	\$ 1,800.00
<b>3 Concrete Repairs</b>					
a	Deck Spalls	CF	20	\$ 350.00	\$ 7,000.00
b	Column Spalls	CF	5	\$ 375.00	\$ 1,875.00
c	Wall Spalls	CF	5	\$ 375.00	\$ 1,875.00
d	Crack Repair Epoxy	LF	20	\$ 45.00	\$ 900.00
<b>4 Repairs to Finish Surfaces</b>					
a	Replace Deck Sealant Joints	LF	2500	\$ 11.38	\$ 28,450.00
b**	Repair to six leaks (allowance)	EA	6	\$ 2,500.00	\$ 15,000.00
c	Replace expansion joints at 107 (P86-Detail # 14), 10 L. F. Estimated	LS	1	\$ 3,131.00	\$ 3,131.00
d	Replace expansion joints at Suites (P15-P19/SR9/Detail # 16), Estimated Five Locations	LS	1	\$ 14,850.00	\$ 14,850.00
e	Replace expansion joint @ C line (DOW123) Detail #11, Estimated 800 LF	LS	1	\$ 44,000.00	\$ 44,000.00
f	Repair steel flashing at Slab Edge Above P124, Detail #13, Estimated 50 L. F. (Allowance)	LS	1	\$ 3,625.00	\$ 3,625.00
g	New Membrane @ Batter's Eye Platform P#106, Detail # 8	LS	1	\$ 1,880.00	\$ 1,880.00
<b>5 Misc. Repairs</b>					
a	Repair Handrail (HR) post pockets P128 Detail 1	EA	250	\$ 60.00	\$ 15,000.00
b**	Seal/Reseal Ramp Light Fixtures (P140/P14/Detail #15), Estimated 24 Units	LS	1	\$ 240.00	\$ 240.00
c**	Fence Repairs P2 (allowance)	EA	2	\$ 250.00	\$ 500.00
d	Replace Conduit Clamps P139	EA	12	\$ 25.00	\$ 300.00
e	Repairs to North & South Stairwells Detail #6, #7	EA	2	\$ 31,950.00	\$ 63,900.00
<b>6 Painting (SeeTNEMEC Spec)</b>					
a	Paint Faded Frames at Scoreboard P10/11	LS	1	\$ 17,067.00	\$ 17,067.00



b	Paint Outfield Posts P114 & P115	EA	2	\$ 3,707.00	\$ 7,414.00
c	Paint Batter's Eye Platform/Frame/Base Plates Detail #9	LS	1	\$ 12,500.00	\$ 12,500.00
d	Paint Door Frames, Detail #12	EA	6	\$ 600.00	\$ 3,600.00
e	Paint Pole Base Plate Only, Detail #10	LS	1	\$ 300.00	\$ 300.00
f**	Misc. Painting (allowance)	LS	1	\$ 2,000.00	\$ 2,000.00
7	Cleanup and Demobilize	LS	1	\$ 1,500.00	\$ 1,500.00
8	Sub Total of Items 1 - 7 INCLUDING SUBSETS a-g				\$ 324,007.00
9	10% Contingency of Line 8. Contingency funds shall only be utilized for items not included in the scope of work (lines 1-7), additional scope of work shall be provided in writing by the Contractor for approval by the Owner. Owner must approve additional scope of work in writing for utilization of contingency funds. Any contingency funds remaining shall be returned to the Owner by closing out purchase order short.	LS	1	\$ 32,400.70	\$ 32,400.70
10	Grand total of lines 8 & 9 includes contingency.				\$ 356,407.70

11	<b>Note (*) Contingency requires Owner Approval for unknown cost item before proceeding</b>
12	1. Lump sum (LS) quantities are for information only. Contractor to verify all LS Quantities.
13	2. Allowances (**) labor and materials to be billed on a Time & Materials (T&M) bases.
14	3. Any contingency funds remaining shall be returned to the Owner upon close out of purchase order.
15	4. Photos are noted by P#s. Details are noted by Detail #s.
16	<b>Construction Schedule</b>
17	1. Contractor agrees to commence work withing 7 calendar days from the execution of the contract notice to proceed and permit is available.
18	2. Contractor further agrees to complete the work within 90 calendar days execution of the contractor, notice to proceed and receipt of the permit.
19	<b>Alternates</b>
20	1. Alternates #1 Painting of the entire scoreboard frame (less item #6.A) See Detail #9) ADD \$48,900.00
21	2. Labor rate for work performed on Time & Material (T&M) basis \$40.00 Per Hour
22	3. Material for Work Performed on a Time & Material Basis at Cost Plus. \$15%



COMPLETE  
PROPERTY  
SERVICES

### **Bid Qualifications for BayCare Ballpark Bid on 8/12/21**

- All demobilization and remobilization costs required due to a named storm or severe inclement weather are excluded from this proposal.
- Water and electricity to be supplied by the owner for use during the project at no cost to the contractor.
- We will request to work weekends, to make up for rain or weather/high wind days that we are unable to perform our work.
- This bid is based on performing all the work as one continuous project, without interruptions to the schedule.
- There is a minimum charge of ½ cubic foot per repair area for all concrete repairs.
- There is a minimum charge of 10 lf, per repair area for epoxy injection.
- Our price for bid item 4.F – includes removal of 93' of metal flashing, applying epoxy to face of the slab exposed and painting area to match steel color.
- Our price for bid item 5.E- includes \$2,000.00 for steel repairs at stairs, as was stipulated in Addendum #2. Note: price to replace one riser with 12 Ga. A-36 steel is \$240.00, price for misc. steel repairs will be at \$87.50 per man hour, minimum one sf charge at \$11.05 sf for 12 Ga. A-36 steel, \$12.00 min charge per lf 1-3/4 pipe replacement.
- Builders Risk Insurance is not included.
- Environmental testing/monitoring is not included.
- Engineering and/or architectural fees are not included.
- Water collection is not included.
- CPS will not be responsible for embedded utilities unless clearly marked on drawings or details are provided prior to commencement.
- All colors & materials are assumed to be standard (not special order), unless specifically noted in the supplied specifications.
- Please be advised, that should any additional time or resources be required on the part of CPS to assist you, and any parties here related to this project, in pursuit of legal action specifically unrelated to CPS' direct involvement with this project will be billed to your organization for any and all applicable charges pertaining to this pursuit.
- At the completion of project, an owner's representative will perform a walk through with the Complete Property Services superintendent and sign-off on work completed, at which time the area is deemed completed in full.
- Costs for third-party inspections are excluded.
- Due to market fluctuation in material costs, material costs included in this proposal are subject to market escalation until such time immediately preceding executed contract.

Thank you for the opportunity to bid this work at your property.



**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.

MH      CEO  
Authorized Signature

Michael H. Krueger, CEO

Printed Name

Chief Executive Officer

Title

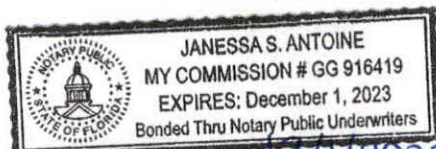
Complete Property Services

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 11th day of August, 2021, by Michael H. Krueger, CEO (name of person whose signature is being notarized) as the Chief Executive Officer (title) of Complete Property Services (name of corporation/entity), personally known to me as described herein personally known, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



My Commission Expires: 12/1/2023  
NOTARY SEAL ABOVE

Janessa S. Antoine  
Notary Public

Janessa S. Antoine  
Printed Name

**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:

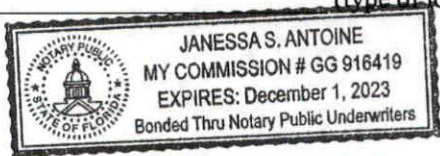
1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, 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.

MH CEO  
 \_\_\_\_\_  
 Authorized Signature  
 Michael H. Krueger, CEO  
 \_\_\_\_\_  
 Printed Name  
 Chief Executive Officer  
 \_\_\_\_\_  
 Title  
 Complete Property Services  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 11th day of August, 2021, by Michael H. Krueger, CEO (name of person whose signature is being notarized) as the Chief Executive Officer (title) of Complete Property Services (name of corporation/entity), personally known to me as described herein personally known or produced a (type of identification) as identification, and who did/did not take an oath.



Janessa S. Antoine  
 \_\_\_\_\_  
 Notary Public  
Janessa S. Antoine  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: 12/1/2023  
 NOTARY SEAL ABOVE



**VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM**

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

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

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

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

 CEO

Authorized Signature  
Michael H. Krueger, CEO

Printed Name  
Chief Executive Officer

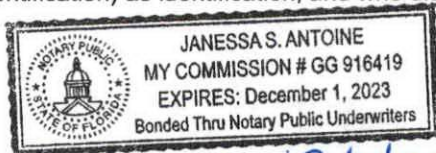
Title  
Complete Property Services

Name of Entity/Corporation


STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 11th day of August, 2021, by Michael H. Krueger, CEO (name of person whose signature is being notarized) as the Chief Executive Officer (title) of Complete Property Services (name of corporation/entity), personally known X, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



My Commission Expires: 12/1/2023  
NOTARY SEAL ABOVE

  
Notary Public  
Janessa S. Antoine  
Printed Name

## VENDOR INFORMATION

Company Legal/Corporate Name: Complete Property Services

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

Address: 13505 Prestige Place

City: Tampa State: Florida Zip: 33635

Phone: 727-793-9777 Fax: 727-793-0727

E-Mail Address: skuhn@completeproperty.com Website: completeproperty.com

DUNS # N/A

Remit to Address (if different than above):

Address: same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Order from Address (if different from above):

Address: same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this response:**

Name: Shawn Kuhn, Senior Project Manager Fax: 727-793-0727

Phone: 813-267-6385 E-Mail Address: skuhn@completeproperty.com

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

Name: Shawn Kuhn, Senior Project Manager Fax: 727-793-0727

Phone: 813-267-6385 E-Mail Address: skuhn@completeproperty.com

\_\_\_\_ Certified Small Business

Certifying Agency: \_\_\_\_\_

\_\_\_\_ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: \_\_\_\_\_

**Provide supporting documentation for your certification, if applicable.**

# Contractor License


	Ron DeSantis, Governor	Halsey Beshears, Secretary	
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>CONSTRUCTION INDUSTRY LICENSING BOARD</b> THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
<b>KRUEGER, MICHAEL HERBERT</b> COMPLETE PROPERTY SERVICES, LLC 13505 PRESTIGE PLACE TAMPA FL 33635			
<b>LICENSE NUMBER: CGC1517483</b>			
<b>EXPIRATION DATE: AUGUST 31, 2022</b> Always verify licenses online at <a href="http://MyFloridaLicense.com">MyFloridaLicense.com</a>			
	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.		



# Business Licenses

**I-CGC1517483**

*Krueger, Michael Herbert  
13505 Prestige Place  
Tampa, FL 33635*



**PINELLAS COUNTY CONSTRUCTION  
LICENSING BOARD**

THIS CERTIFIES THAT **Michael Herbert Krueger**  
DBA **Complete Property Services LLC**

STATE CERT # **I-CGC1517483**  
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED  
LIABILITY AND WORKERS' COMPENSATION  
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2021**  
DATE OF ISSUANCE **09/16/2020**

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

<b>2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT</b>		<b>EXPIRES SEPTEMBER 30, 2021</b>		<small>ACCOUNT NO.</small> <b>41405</b> <small>RENEWAL</small>
<small>OCC. CODE</small> <b>090.010000 GENERAL CONTRACTOR</b>		<b>250 Employees</b>		<small>Receipt Fee</small> <b>468.75</b> <small>Hazardous Waste Surcharge</small> <b>40.00</b> <small>Law Library Fee</small> <b>0.00</b> <b>CGC1517483</b>
<b>BUSINESS</b> <b>KRUEGER MICHAEL HERBERT</b> <b>COMPLETE PROPERTY SERVICES LLC</b> <b>13505 PRESTIGE PL</b> <b>TAMPA, FL 33635</b>		<b>2020 - 2021</b>		
<b>NAME</b> <b>KRUEGER</b> <b>MAILING</b> <b>13505 PRESTIGE PL</b> <b>ADDRESS</b> <b>TAMPA, FL 33635</b>		<b>COMPLETE PROPERTY SERVICES LLC C/O: MICHAEL H</b>  <b>Paid 19-650-016746</b> <b>07/20/2020 508.75</b>		
<b>BUSINESS TAX RECEIPT</b> <small>HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON</small>		<b>DOUG BELDEN, TAX COLLECTOR</b> <small>813-635-5200</small> <b>THIS BECOMES A TAX RECEIPT WHEN VALIDATED.</b>		