

# 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>
<u>Kelly Brothers, Inc.</u>	<u>[name]</u>	City of Clearwater
Principal Name	Principal Name	Public Works
<u>15775 Pine Ridge Rd.</u>	<u>[Address Line 1]</u>	PO Box 4748
<u>Fort Myers, FL 33908</u>	<u>[Address Line 2]</u>	Clearwater FL 33758-4748
Principal Business Address	Principal Business Address	(727) 562-4750
<u>Principal Phone Number</u>	<u>[phone number]</u>	
Principal Phone Number	Principal Phone Number	

**PROJECT NAME:** Harbor Marina S-N Wave Attenuator Replacement

**PROJECT NO.:**23-0030-MA

**PROJECT DESCRIPTION:** The scope of this project includes the replacement of 4 floating wave attenuators on the marginal wharf and A-Dock, one finger pier, electrical and mechanical utilities within the project area, and replacement of cable-connections within the floating dock to accommodate the removal of the wave attenuators.

The wave attenuators will be replaced by 3 13-foot-wide wave attenuators in the orientation presented on the drawings. Due to the alignment and size of floating docks to be removed and anticipated to be replaced with, a small gangway is needed to bridge the gap between the new and existing attenuators on A-Dock. Also, a new piles including pile guides as shown on the drawings will need to be installed to anchor the remaining portions of the marginal wharf.

The work also includes replacing the water, fire and electrical lines that run along the dock from the marginal wharf through A-dock due to damage from the hurricane and replacement needed based on the removal and replacement of floating wave attenuators.

Additionally, the contractor shall replace the transition plates at the south end of A-Dock from the previous attenuator replacement that were damaged during Hurricane Helene, as well as fixing the pile sleeves that were also damaged during the hurricane

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 \$[4,331,0274.80], 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 Harbor Marina S-N Wave Attenuator Replacement, 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 do not affect Surety’s obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

*(If sole Ownership or Partnership, two (2) Witnesses are required).  
(If Corporation, Secretary only will attest and affix seal).*

*Kelly Brothers, Inc.*

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

**WITNESS:**

**WITNESS:**

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

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

*(affix corporate seal)*

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

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

*(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 Kelly Brothers, Inc., of the City of Fort Myers County of Lee 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:** Habor Marina S-N Wave Attenuator Replacement

**PROJECT NO.:** 23-0030-MA

**in the amount of \$4,331,027.80**

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

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

**CONTRACT**

(2)

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

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

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

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

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

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

## CONTRACT

(3)

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, City Clerk, at [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 727-562-4092, 600 Cleveland St., 6<sup>th</sup> Floor, Clearwater, FL 33756.

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

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

**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: \_\_\_\_\_  
Jennifer Poirrier  
City Manager

(SEAL)

Attest:

Countersigned:

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

By: \_\_\_\_\_  
Bruce Rector  
Mayor

Approved as to form:

\_\_\_\_\_  
Jerrod Simpson  
Senior Assistant City Attorney

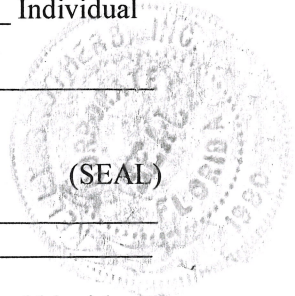
Contractor must indicate whether:

Corporation,       Partnership,       Company, or       Individual

\_\_\_\_\_  
Kelly Brothers, Inc.  
(Contractor)

By: \_\_\_\_\_  
Print Name: Dane Kelly  
Title: President

(SEAL)



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: Habor Marina S-N Wave Attenuator Replacement  
Public Works      PROJECT NO.: 23-0030-MA  
100 S Myrtle Ave      CONTRACT DATE: [redacted]  
Clearwater, FL 33756      BOND NO.: [redacted], recorded in O.R. Book [redacted],  
Page [redacted], of the Public Records of Pinellas County, Florida.

CONTRACTOR: Kelly Brothers, Inc.

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

*Kelly Brothers, Inc.*  
*15775 Pine Ridge Rd.*  
*Fort Myers, FL 33908* CONTRACTOR,

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

City of Clearwater  
*Public Works*  
PO Box 4748  
Clearwater, FL 33758-4748, 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, Kelly Brothers, Inc.  
15775 Pine Ridge Road, Fort Myers, Florida 33908 as Contractor, and U. S. Specialty Insurance Company  
as Surety, whose address is 13403 Northwest Freeway,  
Houston, Texas 77040, are held and firmly bound unto the City  
of Clearwater, Florida, in the sum of Four Hundred Thirty - Three Thousand, One Hundred Two and 78/100 Dollars  
(\$ 433,102.78 ) (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 Kelly Brothers, Inc.  
as Contractor, and U. S. Specialty Insurance Company as Surety, for  
work specified as:

Harbor Marina S-N Wave Attenuator Replacement, #23-0030-MA

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 26th day of February, 2026

KELLY BROTHERS, INC.

Contractor

Principal

Dane Kelly

By:

President

Title

U. S. SPECIALTY INSURANCE COMPANY

Surety

Wendy Higson, Attorney-In-Fact and  
Florida Resident Agent (239) 275-8226

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.



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Wendy Hingson of Fort Myers, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\*\*\*\*\$10,000,000.00\*\*\*\*).

This Power of Attorney shall expire without further action on January 31<sup>st</sup> 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On this 1<sup>st</sup> day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1<sup>st</sup> day of February 2024.

Bond No. \_\_\_\_\_  
Agency No. 17050



Kio Lo, Assistant Secretary



visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information

HCCSMANPOA022024

**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF Lee )

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

15775 Pine Ridge Road (Street & Number) Fort Myers (City) Lee (County) FL (State)

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

Affiant further says that Dane Kelly is President (Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for Kelly Brothers, Inc.

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



Travis Kelly, Assistant Secretary  
Affiant  
Travis Kelly, Vice President  
Kelly Brothers, Inc.  
15775 Pine Ridge Road, Fort Myers, FL 33908  
State of Incorporation: Florida

Sworn to before me this 25th day of February, 2026.

  
Notary Public

Ann Marie Aeschliman  
Type/print/stamp name of Notary

Office Manager, Notary Commission # HH356598  
Title or rank, and Serial No., if any



**ANN MARIE AESCHLIMAN**  
Commission # HH 356598  
Expires February 11, 2027

**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF Lee )

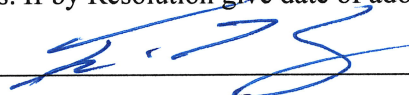
Travis Kelly, being duly sworn, deposes and says that he/she is Assistant Secretary of Kelly Brothers, Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

15775 Pine Ridge Road Fort Myers Lee FL  
(Street & Number) (City) (County) (State)

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

Affiant further says that Dane Kelly is President  
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Contract for Harbor Marina S-N Wave Attenuator Replacement or said corporation by virtue of NA Project No.: 23-0030-MA  
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

  
Travis Kelly, Assistant Secretary  
Affiant  
Travis Kelly, Vice President  
Kelly Brothers, Inc.  
15775 Pine Ridge Road, Fort Myers, FL 33908  
State of Incorporation: Florida

Sworn to before me this 5th day of March, 2026.

  
Notary Public



Ann Marie Aeschliman  
Type/print/stamp name of Notary  
Office Manager, Notary Commission # HH356598  
Title or rank, and Serial No., if any

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF Lee )

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

President of Kelly Brothers, 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 Dane Kelly, President  
Kelly Brothers, Inc.  
15775 Pine Ridge Road, Fort Myers, FL 33908  
State of Incorporation: Florida

Sworn to and subscribed before me this 25th day of February, 2026.

  
Notary Public Ann Marie Aeschliman



**ANN MARIE AESCHLIMAN**  
Commission # HH 358598  
Expires February 11, 2027

**PROPOSAL**

(1)

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

**Habor Marina S-N Wave Attenuator Replacement (23-0030-MA)**

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

**Habor Marina S-N Wave Attenuator Replacement (23-0030-MA)**

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 \_\_\_\_\_

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

Four Hundred Thirty - Three Thousand, One Hundred Two and 78/100 Dollar (\$ 433,102.78)  
(being a minimum of 10% of Contractor's total bid amount).

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

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

NAMES:

ADDRESSES:

Dane Kelly, President, Secretary, Treasurer 15775 Pine Ridge Road, Fort Myers, FL 33908

Travis Kelly, Vice President, Assistant Secretary 15775 Pine Ridge Road, Fort Myers, FL 33908

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

Signature of Bidder: 

Dane Kelly, President  
Kelly Brothers, Inc., 15775 Pine Ridge Road, Fort Myers, FL 33908  
State of Incorporation Florida

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: 

By: Dane Kelly Dane Kelly, President  
Kelly Brothers, Inc.  
15775 Pine Ridge Road, Fort Myers, FL 33908  
State of Incorporation Florida Title: President

Company Legal Name: Kelly Brothers, Inc.

Doing Business As (if different than above): NA

Business Address of Bidder: 15775 Pine Ridge Road

City and State: Fort Myers, FL Zip Code 33908

Phone: 239-482-7300 Email Address: estimating@kellybros.net

Dated at 10:00am, this 26th day of February, A.D., 2026.

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

**PROJECT:** 23-0030-MA - Harbor Marina S-N Wave Attenuator Replacement

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

Addendum No. <u>1</u>	Date: <u>01/07/2026</u>
Addendum No. <u>2</u>	Date: <u>01/29/2026</u>
Addendum No. <u>3</u>	Date: <u>01/30/2026</u>
Addendum No. <u>4</u>	Date: <u>02/18/2026</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>
Addendum No. <u>      </u>	Date: <u>                  </u>
Addendum No. <u>      </u>	Date: <u>                  </u>

Kelly Brothers, Inc.  
(Name of Bidder)

  
(Signature of Officer)

Dane Kelly, President  
Kelly Brothers, Inc.  
15775 Pine Ridge Road, Fort Myers, FL 33908  
State of Incorporation: Florida

President  
(Title of Officer)

February 25, 2026  
(Date)

**BIDDER’S PROPOSAL**

**PROJECT:** **PROJECT NAME (PROJECT #)**

Harbor Marina S-N Wave Attenuator Replacement - 23-0030-MA

**CONTRACTOR:** Kelly Brothers, Inc.

**BIDDER'S GRAND TOTAL:** \$ 4,331,027.80 (Numbers)

**BIDDER'S GRAND TOTAL:**

Four million, Three Hundred Thirty-One thousand, Twenty-Seven and 80/100 Dollars

(Words)

**Insert Bid Tab Table Here**

*Bid Tab Table Following this Page*

**THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.**

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

*Current copies of license/registrations have been provided in the "Licensing and Registrations" section.*

**BIDDER'S PROPOSAL****PROJECT: Habor Marina S-N Wave Attenuator Replacement (23-0030-MA)****CONTRACTOR:** \_\_\_\_\_**BIDDER'S GRAND TOTAL:** \$ \_\_\_\_\_ (Numbers)**BIDDER'S GRAND TOTAL:** \_\_\_\_\_\_\_\_\_\_  
(Words)

<b>23-0030-MA Clearwater Harbor Marina S-N Attenuator Replacement</b>					<b>Kelly Brothers, Inc.</b>
<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total</b>
<b>BID ITEMS</b>					
1	Contractor Mobilization	1	LS	\$362,717.00	\$362,717.00
2	Bonding fees and insurance	1	LS	\$40,500.00	\$40,500.00
3	General Conditions	1	LS	\$4,969.00	\$4,969.00
4	Demo and Removal of attenuators and piles	1	LS	\$288,551.00	\$288,551.00
5	Provide and Install wave attenuators including Finger Pier and Protection Bollard	1	LS	\$1,099,096.00	\$1,099,096.00
5a	Provide and Install total of seven (7) 30" diameter steel pipe piles	389	LF	\$1,172.00	\$455,908.00

## SECTION V – Contract Documents

5b	Provide and install total of one (1) 24" diameter steel pipe pile at finger pier	56	LF	\$851.00	\$47,656.00
6	Provide and install stainless steel post tension cables in existng and new walkway and attenuator.	1	LS	\$194,267.00	\$194,267.00
7	8ft wide aluminum Gangway	1	LS	\$39,407.00	\$39,407.00
8	Provide and Install two steel pipe piles at floating walkway including guide frames	1	LS	\$77,860.00	\$77,860.00
8a	Provide and Install a total of two (2) 24" diameter steel pipe piles	111	LF	\$843.00	\$93,573.00
9	Concrete Repair: Remove and replace the north portions of concrete dock walkways	1	LS	\$8,399.00	\$8,399.00
10	Reconnection and Installation of the mechanical system	1	LS	\$72,997.00	\$72,997.00
11	Reconnection and Installation of the electrical system	1	LS	\$579,394.00	\$579,394.00

## SECTION V – Contract Documents

11a	Bid Add 1 - Replace entire run of conductors for substation SA and pedestals A-2,1, ST-7,6, and HD-1 (Side 1) with multi-conductor type G cable from source	1	LS	\$500,897.00	\$500,897.00
12	Replacement of transition plates (by others)	1	LS	\$39,407.00	\$39,407.00
13	Adjustment of HDPE sleeves at recently installed south-south attenuators	1	LS	\$15,750.00	\$15,750.00
14	Provide and Install Floating Turbidity Barrier	1	LS	\$15,950.00	\$15,950.00
	<b>Total</b>				<b>\$3,937,298.00</b>
1	10% Contingency from total above	1	ls	\$393,729.80	\$393,729.80
		<b>Total</b>			<b>\$393,729.80</b>
	<b>Grand Total</b>				<b>4,331,027.8</b>

**THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.**

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

SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

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

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

- 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 engaged in business operations in Cuba and Syria.

Authorized Signature [Signature] Dane Kelly, President Kelly Brothers, Inc. 15775 Pine Ridge Road, Fort Myers, FL 33908 State of Incorporation: Florida
Dane Kelly Printed Name
President Title
Kelly Brothers, Inc. Name of Entity/Corporation

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on, this 25th day of February, 2026, by Dane Kelly (name of person whose signature is being notarized) as the President (title) of Kelly Brothers, Inc. (name of corporation/entity), personally known [X], or produced (type of identification) as identification, and who did/did not take an oath.



ANN MARIE AESCHLIMAN Commission # HH 356508 Expires February 11, 2027

[Signature] Notary Public Ann Marie Aeschliman Printed Name

My Commission Expires: February 11, 2027 NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

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

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

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

Authorized Signature [Signature]
Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Road, Fort Myers, FL 33908
State of Incorporation: Florida
Dane Kelly
Printed Name
President
Title
Kelly Brothers, Inc.
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on, this 25th day of February, 2026, by Dane Kelly (name of person whose signature is being notarized) as the President (title) of Kelly Brothers, Inc. (name of corporation/entity), personally known [X], or produced (type of identification) as identification, and who did/did not take an oath.



ANN MARIE AESCHLIMAN
Commission # HH 358506
Expires February 11, 2027

[Signature]
Notary Public
Ann Marie Aeschliman
Printed Name

My Commission Expires: February 11, 2027
NOTARY SEAL ABOVE

## Compliance with Anti-Human Trafficking Laws

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

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

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

The undersigned is authorized to execute this form on behalf of Entity.

Date: February 25, 2026

Signed: 

Entity: Kelly Brothers, Inc.

Name: Dane Kelly  
Dane Kelly, President  
Kelly Brothers, Inc.  
13775 Pine Ridge Road, Fort Myers, FL 33908  
State of Incorporation: Florida

Title: President



City of Clearwater  
Public Works

Marcus Williamson, Department Director  
100 South Myrtle Avenue, Clearwater, FL 33756

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**[KELLY BROTHERS, INC.] RESPONSE DOCUMENT REPORT**

ITB No. 23-0030-MA

Harbor Marina S-N Wave Attenuator Replacement

RESPONSE DEADLINE: February 26, 2026 at 2:00 pm

Report Generated: Friday, February 27, 2026

**Kelly Brothers, Inc. Response**

**CONTACT INFORMATION**

**Company:**

Kelly Brothers, Inc.

**Email:**

estimating@kellybros.net

**Contact:**

Dane Kelly

**Address:**

15775 Pine Ridge Rd.  
Fort Myers, FL 33908

**Phone:**

N/A

**Website:**

[www.kellybros.net](http://www.kellybros.net)

**Submission Date:**

Feb 26, 2026 1:26 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Jan 26, 2026 3:06 PM by Dane Kelly*

Addendum #2

*Confirmed Feb 19, 2026 3:49 PM by Dane Kelly*

Addendum #3

*Confirmed Feb 19, 2026 3:50 PM by Dane Kelly*

Addendum #4

*Confirmed Feb 19, 2026 3:50 PM by Dane Kelly*

## QUESTIONNAIRE

**1. Certified Business\***

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

No

**2. Vendor Certification\***

By submitting this response, the Vendor hereby certifies that:

- A. It is under no legal prohibition on contracting with the City of Clearwater.
- B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- C. It has no known, undisclosed conflicts of interest.

- D. The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
- E. No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
- F. It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.
- G. It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
- H. It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.
- I. It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
- J. It is current in all obligations due to the City.
- K. It will accept all terms and conditions as set forth in this solicitation if awarded by the City.
- L. The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

Confirmed

### **3. E-Verify System Certification\***

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

The affiant, by virtue of confirming below, certifies that:

- A. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
- B. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- C. 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.
- D. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- E. The Contractor must maintain a copy of such affidavit.
- F. 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).
- G. 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.
- H. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Confirmed

#### **4. Scrutinized Company Certification\***

Please download the below documents, complete, notarize, and upload.

- [SCRUTINIZED COMPANIES AND B...](#)

Kelly\_Brothers,\_Inc.\_Scrutinized\_Company\_Certification.pdf

#### **5. Compliance with Anti-Human Trafficking Laws\***

Please download the below documents, complete, and upload.

- [Compliance with 787.06 form...](#)

Kelly\_Brothers,\_Inc.\_Compliance\_with\_Anti-Human\_Trafficking\_Laws.pdf

**6. Section V - Contract Documents\***

Please download the below documents, complete, and upload.

- [Section V - Contract Docume...](#)

Kelly\_Brothers,\_Inc.\_Section\_V\_-\_Contract\_Documents.pdf

Kelly\_Brothers,\_Inc.\_Response\_to\_Invitation\_to\_Bid,\_Clearwater\_Harbor\_Marina\_S-N\_Wave\_Attenuator.pdf

**7. W-9\***

Upload your current W-9 form. (available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Kelly\_Brothers,\_Inc.\_W-9.pdf

**PRICE TABLES**

**23-0030-MA CLEARWATER HARBOR MARINA S-N ATTENUATOR REPLACEMENT**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>BID ITEMS</b>					
1	Contractor Mobilization	1	LS	\$362,717.00	\$362,717.00
2	Bonding fees and insurance	1	LS	\$40,500.00	\$40,500.00
3	General Conditions	1	LS	\$4,969.00	\$4,969.00
4	Demo and Removal of attenuators and piles	1	LS	\$288,551.00	\$288,551.00

[KELLY BROTHERS, INC.] RESPONSE DOCUMENT REPORT  
 ITB No. 23-0030-MA  
 Harbor Marina S-N Wave Attenuator Replacement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Provide and Install wave attenuators including Finger Pier and Protection Bollard	1	LS	\$1,099,096.00	\$1,099,096.00
5a	Provide and Install total of seven (7) 30" diameter steel pipe piles	389	LF	\$1,172.00	\$455,908.00
5b	Provide and install total of one (1) 24" diameter steel pipe pile at finger pier	56	LF	\$851.00	\$47,656.00
6	Provide and install stainless steel post tension cables in existing and new walkway and attenuator.	1	LS	\$194,267.00	\$194,267.00
7	8ft wide aluminum Gangway	1	LS	\$39,407.00	\$39,407.00
8	Provide and Install two steel pipe piles at floating walkway including guide frames	1	LS	\$77,860.00	\$77,860.00
8a	Provide and Install a total of two (2) 24" diameter steel pipe piles	111	LF	\$843.00	\$93,573.00
9	Concrete Repair: Remove and replace the north portions of concrete dock walkways	1	LS	\$8,399.00	\$8,399.00
10	Reconnection and Installation of the mechanical system	1	LS	\$72,997.00	\$72,997.00
11	Reconnection and Installation of the electrical system	1	LS	\$579,394.00	\$579,394.00
11a	Bid Add 1 - Replace entire run of conductors for substation SA and pedestals A-2,1, ST-7,6, and HD-1 (Side 1) with multi-conductor type G cable from source	1	LS	\$500,897.00	\$500,897.00
12	Replacement of transition plates (by others)	1	LS	\$39,407.00	\$39,407.00
13	Adjustment of HDPE sleeves at recently installed south-south attenuators	1	LS	\$15,750.00	\$15,750.00
14	Provide and Install Floating Turbidity Barrier	1	LS	\$15,950.00	\$15,950.00
<b>TOTAL</b>					<b>\$3,937,298.00</b>

CONTINGENCY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	10% Contingency from total above	1	ls	\$393,729.80	\$393,729.80
<b>TOTAL</b>					<b>\$393,729.80</b>



**KELLY BROTHERS, INC**  
COMMERCIAL MARINE CONTRACTOR

RESPONSE TO

Invitation to Bid

## Harbor Marina S-N Wave Attenuator Replacement

23-0030-MA

CREATED FOR

## City of Clearwater Municipal Services Building

100 South Myrtle Avenue  
Clearwater, FL 33756

SUBMITTED ON

**February 26, 2026**

15775 Pine Ridge Road, Fort Myers, FL 33908  
239.482.7300 office • 239.482.8014 fax • [kellybros.net](http://kellybros.net)



# CITY OF CLEARWATER

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

## PUBLIC WORKS

February 13<sup>th</sup>, 2025

Dane Kelly  
Kelly Brothers, Inc.  
15775 Pine Ridge Road  
Fort Meyers, FL33908

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

Approved Maximum Bid Limit: **\$12,000,000** Prequalification Expiration: **FEBRUARY 13, 2028**

Approved Categories:

- Marine Construction
- Marine Dredging

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

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

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

*Kind Regards,*

*Marina Tsongranis*

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

Ryan Cotton, Councilmember  
Mike Mannino, Councilmember

Bruce Rector, Mayor



David Allbritton, Councilmember  
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"



**KELLY BROTHERS, INC**  
COMMERCIAL MARINE CONTRACTOR

# Licensing and Registrations



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**KELLY, DANE P**

KELLY BROTHERS, INC  
15775 PINE RIDGE ROAD  
FORT MYERS FL 33908

**LICENSE NUMBER: CGC1519780**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 06/18/2024

Do not alter this document in any form.

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**KELLY, TRAVIS EDWARD**

KELLY BROTHERS INC  
18200 PARKRIDGE CIRCLE  
FORT MYERS FL 33908

**LICENSE NUMBER: CGC1528509**

**EXPIRATION DATE: AUGUST 31, 2026**

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## Detail by Entity Name

Florida Profit Corporation

KELLY BROTHERS, INC.

### Filing Information

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### Principal Address

15775 PINE RIDGE ROAD  
FT. MYERS, FL 33908

Changed: 01/13/1993

### Mailing Address

15775 PINE RIDGE ROAD  
FT. MYERS, FL 33908

Changed: 01/13/1993

### Registered Agent Name & Address

KELLY, DANE P, PRES  
15775 PINE RIDGE ROAD  
FT. MYERS, FL 33908

Name Changed: 02/08/2019  
Address Changed: 01/20/1994

### Officer/Director Detail

#### **Name & Address**

Title PSTD  
KELLY, DANE P  
15775 PINE RIDGE ROAD  
FT. MYERS, FL 33908

Title VP, Asst. Secretary, Director  
KELLY, TRAVIS E  
15775 PINE RIDGE ROAD  
FT. MYERS, FL 33908

#### Annual Reports

Report Year	Filed Date
2024	02/06/2024
2025	03/11/2025
2026	01/22/2026



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>Kelly Brothers, Inc.</b>		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.  <b>15775 Pine Ridge Road</b>	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code  <b>Fort Myers, FL 33908</b>		
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
5	9	-	2	0	6	9	5	9	2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>January 07, 2026</b>
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## General Instructions

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

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

### What's New

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

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

### Purpose of Form

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