

# **SECTION V**

## **CONTRACT DOCUMENTS**

### **Table of Contents**

<b>PUBLIC CONSTRUCTION BOND .....</b>	<b>1</b>
<b>CONTRACT .....</b>	<b>3</b>
<b>CONSENT OF SURETY TO FINAL PAYMENT .....</b>	<b>7</b>
<b>PROPOSAL/BID BOND .....</b>	<b>8</b>
<b>AFFIDAVIT .....</b>	<b>9</b>
<b>NON COLLUSION AFFIDAVIT.....</b>	<b>10</b>
<b>PROPOSAL.....</b>	<b>11</b>
<b>CITY OF CLEARWATER ADDENDUM SHEET .....</b>	<b>13</b>
<b>BIDDER'S PROPOSAL.....</b>	<b>14</b>
<b>SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM.....</b>	<b>15</b>
<b>SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM.....</b>	<b>16</b>

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

**PUBLIC CONSTRUCTION BOND**

(1)

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

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

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
Kelly Brothers, Inc.	[name]	City of Clearwater Engineering Dept. 100 S. Myrtle Avenue Clearwater, FL 33756 (727) 562-4747
15775 Pine Ridge Rd. Ft. Myers, FL 33908	[principal business address]	
239-482-7300	[phone number]	

**PROJECT NAME: Mandalay Pedestrian Bridge Replacement**

**PROJECT NO.: Project # 17-0051-EN**

**PROJECT DESCRIPTION:** The work includes the removal and replacement of the existing pedestrian bridge with a pre-fabricated aluminum bridge structure.

BY THIS BOND, We, Kelly Brothers, Inc., as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$ 724,065.79, 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 **Mandalay Pedestrian Bridge 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 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).*

**Kelly Brothers, Inc.**

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

**WITNESS:**

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

*(affix corporate seal)*

\_\_\_\_\_  
 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 \_\_\_\_\_, 2019 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: Mandalay Pedestrian Bridge Replacement**

**PROJECT NO.: 17-0051-EN**

**in the amount of Base Bid \$ 689,427.60 Alternate Bid \$ 34,638.19 Grand Total \$ 724,065.79**

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

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

## **CONTRACT**

(2)

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

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

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

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

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

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

**CONTRACT**

(3)

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 112 S. Osceola Ave., Clearwater, FL 33756

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

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

\_\_\_\_\_  
 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: Mandalay Pedestrian Bridge Replacement  
Engineering Dept. PROJECT NO.: 17-0051-EN  
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.  
Ft. 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  
Engineering Dept.  
100 S. Myrtle Ave.  
Clearwater, FL 33756

, OWNER,

as set forth in said Surety's bond.

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

(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. as Contractor, and U. S. Specialty Insurance Company as Surety, whose address is 5601 Granite Parkway, Suite 1100 Plano, Texas 75024-6094, are held and firmly bound unto the City of Clearwater, Florida, in the sum of Seventy two thousand four hundred \$72,406.58 100 Dollars (\$ 72,406.58) (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: Mandalay Pedestrian Bridge Replacement Project #17-0051-EN

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 15th day of May, 20 19.

**KELLY BROTHERS, INC.**

Contractor

Principal Dave Kelley

By: President  
Title

**U. S. SPECIALTY INSURANCE COMPANY**

Surety Wendy Hingson, 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.

**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 April 23<sup>rd</sup>, 2022. 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 June, 2018.

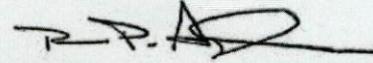
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

  
Daniel P. Aguilar, Vice President

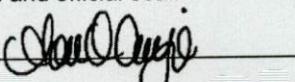
**A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document**

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, 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.

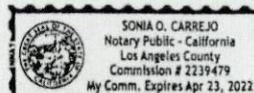
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



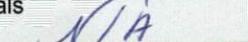
(seal)



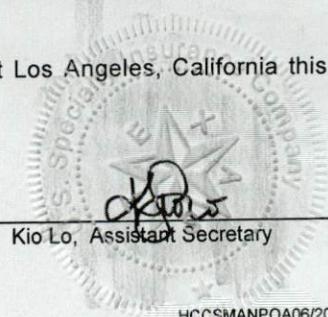
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still 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 15<sup>th</sup> day of May, 2019.

Corporate Seals  
Bond No.



Agency No. 17050



Kio Lo, Assistant Secretary

**AFFIDAVIT**

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

**STATE OF FLORIDA** )**COUNTY OF** Lee )

Assistant Travis Kelly, being duly sworn, deposes and says that he/she is 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:

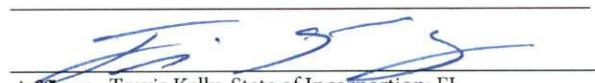
15775 Pine Ridge Rd. Ft. Myers Lee FL  
(Street & Number) (City) (County) (State)

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 Proposal for Kelly Brothers, Inc.

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

  
Affiant Travis Kelly, State of Incorporation: FL

15775 Pine Ridge Rd., Fort Myers, FL 33908

Sworn to before me this 15th day of May, 2019.

  
Notary Public

Ann Marie Aeschhliman  
Type/print/stamp name of Notary

Office Manager  
Title or rank, and Serial No., if any



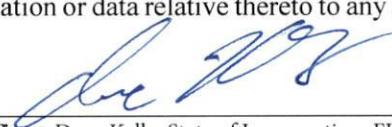
**NON COLLUSION AFFIDAVIT**

**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, State of Incorporation: FL  
15775 Pine Ridge Rd., Fort Myers, FL 33908

Sworn to and subscribed before me this 15th day of May, 20 19.

  
Notary Public



ANN MARIE AESCHLIMAN  
Commission # GG 300275  
Expires February 11, 2023  
Bonded Thru Budget Notary Services

**PROPOSAL**

(1)

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

**Mandalay Pedestrian Bridge Replacement (Project # 17-0051-EN)**

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

**Mandalay Pedestrian Bridge Replacement (Project # 17-0051-EN)**

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

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

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

**PROPOSAL**  
(2)

Attached hereto is a bond or certified check on U.S. Specialty Insurance Company Bank, for the sum of Seventy two thousand four hundred six dollars + 58/100 (\$ 72,406.58) (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:
<u>Dane Kelly, President, Secretary, Treasurer</u>	<u>15775 Pine Ridge Rd., Ft Myers, FL 33908</u>
<u>Travis Kelly, Vice President, Assistant Secretary</u>	<u>15775 Pine Ridge Rd., Fort Myers, FL 33908</u>

Signature of Bidder:



Dane Kelly, State of Incorporation: FL

15775 Pine Ridge Rd., Fort Myers, FL 33908

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: Kelly Brothers, Inc.  
By: Dane Kelly Title: President

Company Legal Name: Kelly Brothers, Inc.

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

Business Address of Bidder: 15775 Pine Ridge Rd.

City and State: Ft. Myers, FL Zip Code 33908

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

Dated at 8:19 AM, this 15th day of May, A.D., 2019.

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

**PROJECT: Mandalay Pedestrian Bridge Replacement (Project # 17-0051-EN)**

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

Addendum No. 1 Date: 5/8/2019

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Kelly Brothers, Inc.

(Name of Bidder)



(Signature of Officer)

Dane Kelly, State of Incorporation: FL  
15775 Pine Ridge Rd., Fort Myers, FL 33908

President

(Title of Officer)

05/15/2019

(Date)

**BIDDER'S PROPOSAL****PROJECT: Mandalay Pedestrian Bridge Replacement (Project # 17-0051-EN)****CONTRACTOR:** Kelly Brothers, Inc.**BIDDER'S GRAND TOTAL:** \$ 724,065.79 (Numbers)**BIDDER'S GRAND TOTAL:** Seven hundred twenty four thousand sixty five dollars and 79/100

(Words)

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

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

Mandalay Pedestrian Bridge Replacement 17-0051-EN - Bid Tabulation Sheet					
Bid Opening Date: <u>May 15, 2019</u>		Award Date:			
	BID ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	GENERAL CONDITIONS	LS	1	\$ 34,370.00	\$ 34,370.00
2	MOBILIZATION	LS	1	\$ 46,431.00	\$ 46,431.00
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 15,320.00	\$ 15,320.00
4	REMOVAL OF EXISTING STEEL TRUSS PEDESTRIAN BRIDGE	LS	1	\$ 51,966.00	\$ 51,966.00
5	CONCRETE REPAIR - HORIZONTAL SURFACES	CF	5	\$ 1,408.00	\$ 7,040.00
6	CONCRETE REPAIR- VERTICLE SURFACES	CF	5	\$ 1,452.00	\$ 7,260.00
7	CONCRETE REPAIR- EXOPY INJECTION	LF	50	\$ 131.00	\$ 6,550.00
8	REMOVE & REPLACE EXPANSION JOINT (PIER SLAB TO SEAWALL INTERFACE)	LS	1	\$ 2,539.00	\$ 2,539.00
9	REMOVE AND REPLACE EXISTING RAIL SYSEM	LS	1	\$ 8,535.00	\$ 8,535.00
10	INSTALL NEW PRE-FABRICATED ALUMINUM PEDESTRIAN BRIDGE	LS	1	\$ 393,352.00	\$ 393,352.00
11	INSTALL EXPANSION JOINT (EACH END OF NEW BRIDGE STRUCTURE)	LS	1	\$ 1,160.00	\$ 1,160.00
Subtotal					\$ 574,523.00
12	Total Contingency				\$ 114,904.60
Total Contract					\$ 689,427.60
<b>Alt Bid Item</b>					
13	OPTIONAL - REMOVE AND REPLACE CONCRETE WALK (THICKENED EDGE W GUIDE RAIL)	LS	1	\$ 34,638.19	\$ 34,638.19
<b>Grand Total</b>					\$ 724,065.79

Mandalay Pedestrian Bridge Replacement 17-0051-EN - Bid Tabulation Sheet

**Bid Opening Date:**      **Award Date:**

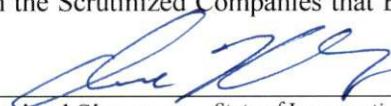
	BID ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	GENERAL CONDITIONS	LS	1	\$ 34,370.00	\$ 34,370.00
2	MOBILIZATION	LS	1	\$ 46,431.00	\$ 46,431.00
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 15,320.00	\$ 15,320.00
4	REMOVAL OF EXISTING STEEL TRUSS PEDESTRIAN BRIDGE	LS	1	\$ 51,966.00	\$ 51,966.00
5	CONCRETE REPAIR - HORIZONTAL SURFACES	CF	5	\$ 1,408.00	\$ 7,040.00
6	CONCRETE REPAIR- VERTICLE SURFACES	CF	5	\$ 1,452.00	\$ 7,260.00
7	CONCRETE REPAIR- EXOPY INJECTION	LF	50	\$ 131.00	\$ 6,550.00
8	REMOVE & REPLACE EXPANSION JOINT (PIER SLAB TO SEAWALL INTERFACE)	LS	1	\$ 2,539.00	\$ 2,539.00
9	REMOVE AND REPLACE EXISTING RAIL SYSTEM	LS	1	\$ 8,535.00	\$ 8,535.00
10	INSTALL NEW PRE-FABRICATED ALUMINUM PEDESTRAIN BRIDGE	LS	1	\$ 393,352.00	\$ 393,352.00
11	INSTALL EXPANSION JOINT (EACH END OF NEW BRIDGE STRUCTURE)	LS	1	\$ 1,160.00	\$ 1,160.00
<b>Subtotal</b>					\$ 574,523.00
<b>Total Contingency</b>					\$ 114,904.60
<b>Total Contract</b>					\$ 689,427.60
12 OPTIONAL - REMOVE AND REPLACE CONCRETE WALK (THICKENED EDGE W GUIDE RAIL)		LS	1	\$ 34,638.19	
<b>Grand Total</b>					\$ 689,427.60
					724,065.79

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

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

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

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



Authorized Signature \_\_\_\_\_ State of Incorporation: FL  
 Dane Kelly \_\_\_\_\_ 15775 Pine Ridge Rd., Fort Myers, FL 33908  
 Printed Name \_\_\_\_\_  
 President \_\_\_\_\_  
 Title \_\_\_\_\_  
 Kelly Brothers, Inc. 15775 Pine Ridge Rd., Ft. Myers, FL  
 Name of Entity/Corporation \_\_\_\_\_ 33908

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me on this 15th day of May,  
 20 19, 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 to me as described herein personally known to me, or produced a  
 \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.



ANN MARIE AESCHLIMAN  
 Commission # GG 300275  
 Expires February 11, 2023  
 Bonded Thru Budget Notary Services

  
 Notary Public \_\_\_\_\_  
 Ann Marie Aeschliman \_\_\_\_\_  
 Printed Name \_\_\_\_\_

My Commission Expires: 2023.02.11  
 NOTARY SEAL ABOVE



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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, 2020**

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



Do not alter this document in any form.

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

**I-CGC1519780**

*Kelly, Dane P  
15775 Pine Ridge Rd  
Fort Myers FL 33908*



**PINEILLAS COUNTY CONSTRUCTION  
LICENSING BOARD**

THIS CERTIFIES THAT **Dane P Kelly**  
**DBA Kelly Brothers Inc**

STATE CERT # **I-CGC1519780**  
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED  
LIABILITY AND WORKERS' COMPENSATION  
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2019**  
DATE OF ISSUANCE **01/24/2019**

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