

SECTION V

CONTRACT DOCUMENTS

Table of Contents

PUBLIC CONSTRUCTION BOND	1
CONTRACT.....	3
CONSENT OF SURETY TO FINAL PAYMENT	7
PROPOSAL/BID BOND	8
AFFIDAVIT	9
NON-COLLUSION AFFIDAVIT	10
PROPOSAL.....	11
CITY OF CLEARWATER ADDENDUM SHEET	13
BIDDER’S PROPOSAL.....	14
SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM.....	16
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM.....	17

PUBLIC CONSTRUCTION BOND

(1)

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

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

CONTRACTOR**SURETY****OWNER**

 Poole & Kent Company of Florida

 1715 W. Lemon St.

 Tampa, FL 33606

 813-251-2438

 [name]

 [principal business address]

 [phone number]

 City of Clearwater

 Engineering

 100 S. Myrtle Avenue

 Clearwater, FL 33756

 (727) 562-4750

PROJECT NAME: North East WRF Improvements

PROJECT NO.: 19-0029-UT

PROJECT DESCRIPTION: modifications to existing grit and primary treatment and sludge blend and storage systems, and new flow equalization system at the City’s Northeast Water Reclamation Facility (WRF).

BY THIS BOND, We, Poole & Kent Company of Florida as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$18,437,514.70, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated _____, between Contractor and Owner for construction of North East WRF Improvements, 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

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).

Poole & Kent Company of Florida

By: _____
 Title: _____
 Print Name: _____

WITNESS:

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 _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Poole & Kent Company of Florida, of the City of Tampa, County of Hillsborough and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:] **N/A**

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: North East WRF Improvements

PROJECT NO.: 19-0029-UT

in the amount of \$18,437,514.70

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

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

CONTRACT

(2)

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

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

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

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

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

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

CONTRACT

(3)

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

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

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

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

CONTRACT

(4)

- 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's

registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- j) **A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.**

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

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

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

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____ Approved as to form:
Frank Hibbard
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.**

PROPOSAL/BID BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Poole & Kent Company of Florida
1715 W. Lemon Street, Tampa, FL 33606 as Contractor, and Travelers Casualty and Surety Company of America
 as Surety, whose address is One Tower Square,
Hartford, CT 06183, are held and firmly bound unto the City of Clearwater,
 Florida, in the sum of Ten Percent of the Amount Bid Dollars (\$ 10% of Amt. Bid) (being a
 minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly
 and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Poole & Kent Company of Florida
 as Contractor, and Travelers Casualty and Surety Company of America as Surety, for work specified
 as:

North East WRF Improvements, Project No. 19-0029-UT 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 4th day of February, 20 21Poole & Kent Company of FloridaContractorPatrick H. CarrPrincipalBy: Title President & CEOTravelers Casualty and Surety Company of AmericaSurety Camille Maitland, Attorney-In-Fact
Non Resident License #W012268

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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Camille Maitland of Uniondale, New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

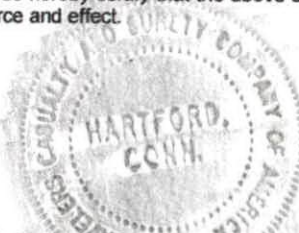
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **February**, **2021**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of Florida, County of Miami-Dadess.

On this 3 day of February in the year 20 21, before me, the undersigned, personally appeared Patrick H. Carr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

SURETY COMPANY'S ACKNOWLEDGMENT

State of NEW YORK, County of NASSAU }ss.

On this 4th day of February in the year 20 21, before me, the undersigned, personally appeared Camille Maitland, personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in Kings County, New York; that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial Services has, pursuant to Section 1111 of the New York Insurance Law, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Nelly Renchiwich

Notary Public

NELLY RENCHIWICH

Notary Public, State of New York

No. 01RE6218158

Qualified in Nassau County

Commission Expires March 1, 2022

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,937,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,366,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,366,702,020

Bonding

Poole & Kent Company of Florida is bonded through Travelers Casualty and Surety Company of America and Federal Insurance Company. Our Bonding Agent is Alliant Insurance Services, Inc.

Travelers Casualty & Surety Company of America

343 Thornall Street, 5th Floor
Edison, NJ 08837-2238
Phone: 732-321-5600
Contact: Joseph Powers
Rated A++ (Superior)

Chubb & Son
a division of Federal Insurance Company

150 Allen Road
Basking Ridge, NJ 07920
Phone: 908-605-3154
Contact: Michael D. Romano
Rated A++ (Superior)

Alliant Insurance Services, Inc.

333 Earle Ovington Blvd., Suite 700
Uniondale, NY 11553-3610
Phone: 516-414-8907
Contact: Rita Losquadro
Florida License #L075432

Florida Resident Agent
7108 Fairway Drive, Suite 225
Palm Beach Gardens, FL 33418
Phone: 561-214-6371
Contact: Peter F. Jones

Poole & Kent Company of Florida has an aggregate bonding capacity of \$500,000,000 and individual projects of \$200,000,000.

**CERTIFICATE OF ASSISTANT SECRETARY
OF
POOLE & KENT COMPANY OF FLORIDA**

The undersigned, David A. Strickland, certifies that he is the duly elected, qualified and acting Assistant Secretary of Poole & Kent Company of Florida, a corporation duly organized and existing under the laws of Delaware with a business address of 1781 N. W. North River Drive, Miami, FL 33125 and that as Secretary, he is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of resolutions adopted upon written consent of the sole director of this Corporation dated as of February 3, 2021; and said resolutions do not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and have not been rescinded or modified in any respect but still remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of February 2021.



David A. Strickland, Assistant Secretary
Poole & Kent Company of Florida, a Delaware
Corporation
1781 N. W. North River Drive,
Miami, FL 33125



EXHIBIT A

RESOLVED, that Patrick H. Carr the duly elected President and Chief Executive Officer, Brian D. MacClugage the duly elected Executive Vice President & Assistant Secretary and David B. BuShea the duly elected Vice President of the Company, be and each hereby are, authorized, empowered and directed to execute and submit all related bonds, agreements and contract documents related to the City of Clearwater, Florida, Northeast Water Reclamation Facility Improvements, City Project No. 19-0029-UT; and such other instruments in writing as may be necessary on behalf of the said Corporation, and that the Contract, Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds.

Corporate Data Sheet

Name: Poole & Kent Company of Florida

State of Incorporation: Delaware

Date of Incorporation: June 21, 2004

Federal I. D. Number: 75-3163466

Florida Document No. F04000003751

Stock: 1,000 shares \$.01 par value

Stockholder: MES Holdings Corporation

Qualified in the following states:

Florida July 1, 2004

DIRECTORS

R. Kevin Matz

OFFICERS

Patrick H. Carr	President/Treasurer/Chief Executive Officer (authority resolution)
Richard Harrington	Chief Financial Officer/Secretary
Brian D. MacClugage	Executive Vice President/Asst. Secretary (authority resolution)
David Strickland	Senior Vice President/Asst. Secretary (authority resolution)
Asif Shaikh	Senior Vice President
David BuShea	Vice President
R. Kevin Matz	Vice President
Kevin Smith	Vice President
Duane Armstrong	Assistant Secretary

RESIDENT AGENT

Corporation Service Company
 1201 Hays Street
 Tallahassee, FL 32301

State of Florida
Department of State

I certify from the records of this office that POOLE & KENT COMPANY OF FLORIDA is a Delaware corporation authorized to transact business in the State of Florida, qualified on July 1, 2004.

The document number of this corporation is F04000003751.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on May 12, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of June, 2020



Randy A. Be
 Secretary of State

Tracking Number: 8861501607CU

To authenticate this certificate visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Files/CertificateOfStatus/CertificateAuthentication>

Credit Information

Poole & Kent Company of Florida is a wholly owned subsidiary of EMCOR Group, Inc., a publicly traded company on the New York Stock Exchange.

Type of Business: General Contractors

Our Business is a Corporation.

Federal ID# 75-3163466

Names of Officers:

Patrick H. Carr	President / Chief Executive Officer
Richard Harrington	Chief Financial Officer

Bank References:

JP Morgan Chase	Contact: Michelle J. Hollings
	Phone: (646) 582-7275
	Acct. # 000000085072023

Trade References:

McDade Waterworks, Inc. 6520 Harney Road Tampa, FL 33610 (813) 740-1144 – phone (813) 627-9387 - fax Contact: Marie Wachsmuth marie@mcdadewaterworks.com	Lehman Pipe & Plumbing 230 N.W. 29 th Street Miami, FL 33127 (305) 576-3054 – phone (305) 576-3066 - fax Contact: Jeff Thomas jefft@lehmanpipe.com	Ferguson Enterprises 9439 W. Commercial Blvd. Tamarac, FL 33351 (954) 726-3951 – phone (954) 724-6906 – fax Contact: Jay Hughes jay.hughes@ferguson.com
---	--	---

Special Instructions:

All invoices **must** have a purchase order number or a job number.

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

David A. Strickland, being duly sworn, deposes and says that he/she is Secretary of Poole & Kent Company of Florida a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

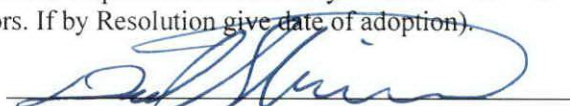
1781 NW North River Drive Miami Miami-Dade FL
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of Poole & Kent Company of Florida
 (Name of Corporation)

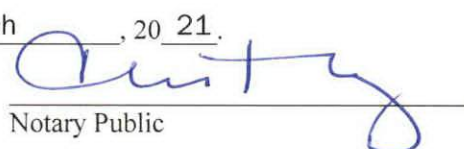
Affiant further says that Patrick H. Carr is President & CEO
 (Officer's Name) (Title)

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

or said corporation by virtue of attached resolution dated February 3, 2021
 (state ~~whether by~~ or a Resolution of Board of Directors. If by Resolution give date of adoption).


David A. Strickland, Assistant Secretary
 Affiant

Sworn to before me this 3rd day of March, 20 21.

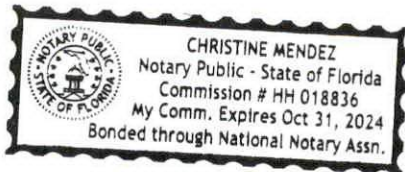

 Notary Public

Christine Mendez

Type/print/stamp name of Notary

Notary Public, State of FL #HH 018836

Title or rank, and Serial No., if any



AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

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

1781 NW North River Drive Miami Miami-Dade FL
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of
Poole & Kent Company of Florida
 (Name of Corporation)

Affiant further says that Brian D. MacClugage is Executive Vice President
 (Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for City of Clearwater
 or said corporation by virtue of attached resolution dated February 3, 2021
 (state whether a provision of by laws or a Resolution of
 Board of Directors. If by Resolution give date of adoption).

David A. Strickland, Assistant Secretary

Affiant

Sworn to before me this 3rd day of March, 2021.

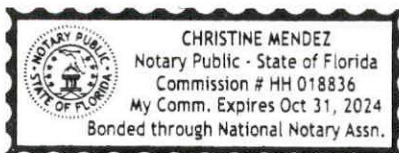
Christine Mendez
 Notary Public

Christine Mendez

Type/print/stamp name of Notary

Notary Public, State of FL #HH 018836

Title or rank, and Serial No., if any



AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

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

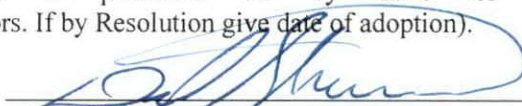
1781 NW North River Drive Miami Miami-Dade FL
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of
Poole & Kent Company of Florida
 (Name of Corporation)

Affiant further says that David B. BuShea is Vice President
 (Officer's Name) (Title)

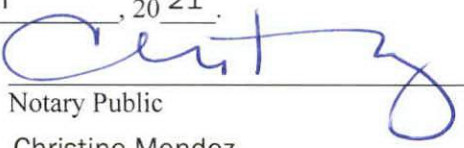
of the corporation, is duly authorized to sign the Proposal for City of Clearwater

or said corporation by virtue of attached resolution dated February 3, 2021
 (state whether a provision of by laws or a Resolution of
 Board of Directors. If by Resolution give date of adoption).



 David A. Strickland, Assistant Secretary
 Affiant

Sworn to before me this 3rd day of March, 20 21.



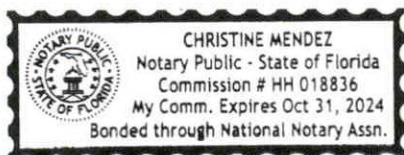
 Notary Public

Christine Mendez

 Type/print/stamp name of Notary

Notary Public, State of FL #HH 018836

 Title or rank, and Serial No., if any



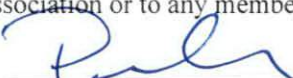
SECTION V – Contract Documents
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

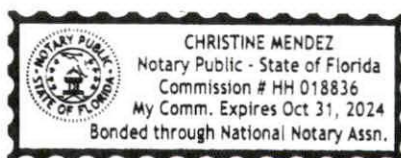
Patrick H. Carr being, first duly sworn, deposes and says that he is

President & CEO of Poole & Kent Company of Florida,
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 Patrick H. Carr, President & CEO

Sworn to and subscribed before me this 3rd day of March, 20 21.


Notary Public Christine Mendez



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

North East WRF Improvement (19-0029-UT #)

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

North East WRF Improvement (19-0029-UT #)

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.

(2)

Updated: 5/4/2020

CITY OF CLEARWATER
ADDENDUM SHEET**PROJECT: North East WRF Improvements (19-0029-UT #)**

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

Addendum No. <u>1</u>	Date: <u>2/03/2021</u>
Addendum No. <u>2</u>	Date: <u>2/22/2021</u>
Addendum No. <u>3</u>	Date: <u>1/25/2021</u>
Addendum No. <u>4</u>	Date: <u>2/26/2021</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Poole & Kent Company of Florida

(Name of Bidder)



(Signature of Officer) Patrick H. Carr

President & CEO

(Title of Officer)

March 3, 2021

(Date)

BIDDER'S PROPOSAL**PROJECT: North East WRF Improvements (19-0029-UT #)****CONTRACTOR:** Poole & Kent Company of Florida**BIDDER'S GRAND TOTAL:** \$ 18,437,514³⁰ (Numbers)**BIDDER'S GRAND TOTAL:** Eighteen million four hundred thirty seven thousand, five hundred fourteen dollars & 30/100
(Words)

ITEM NO.	BASE BID ITEMS	UNIT	EST. QTY.	UNIT PRICE	TOTAL
	DESCRIPTION				
NORTHEAST WRF SLUDGE BLEND TANKS IMPROVEMENTS					
1	Remove contents of existing sludge storage and blend tanks in accordance with Section 01150, 3.01A.	CY	400	182. '	72,800. '
2	Existing sludge storage and blend tank concrete crack repair in accordance with Section 01150, 3.01B.	LF	100	65. '	6,500. '
3	Existing sludge storage and blend tank spalled concrete repair in accordance with Section 01150, 3.01C.	SF	54	400. '	21,600. '
4	Demolition of existing aeration equipment, mixing equipment, and associated appurtenances in accordance with Section 01150, 3.01D.	LS	1	150,000. '	150,000. '
5	Existing odor control piping, stair treads, and tank walkway repair and refurbishment in accordance with Section 01150, 3.01E.	LS	1	100,000. '	100,000. '
6	Clean and coat the interior and exterior of the existing sludge storage and blend tanks in accordance with Section 01150, 3.01F.	LS	1	200,000. '	200,000. '
7	Sludge storage and blend tanks, pump stations, and yard piping equipment and rehabilitation in accordance with Section 01150, 3.01G.	LS	1	2,360,723. '	2,360,723. '
8	New truck off-loading and anaerobic digester feed pump station canopy in accordance with Section 01150, 3.01H.	LS	1	75,000. '	75,000. '
9	Dewatering feed pump station canopy removal and replacement in accordance with Section 01150, 3.01I.	LS	1	75,000. '	75,000. '
10	Thickened primary sludge and thickened WAS yard piping modification in accordance with Section 01150, 3.01J.	LS	1	100,000. '	100,000. '
11	Mobilization in accordance with Section 01150, 3.01K.	LS	1	100,000. '	100,000. '
12	Indemnification in accordance with Section 01150, 3.01L.	LS	1	\$ 100.00	100. '
	Sub-total NE WRF Sludge Blend Tanks Imp				3,266,723. '
13	10% Owner's Contingency	LS	1	\$326,172 ³⁰	326,172 ³⁰
	Total NE WRF Sludge Blend Tanks Imp				3,587,895³⁰

NE WRF GRIT REMOVAL, MOVING BELT FILTER AND EQUALIZATION SYSTEM IMPROVEMENTS					
14	NE WRF Pretreatment and primary treatment improvements in accordance with Section 01150, 3.01N.	LS	1	12,631,654 ⁻	12,631,654 ⁻
15	Removal and replacement of the top portion of the existing primary clarifier effluent box channel in accordance with Section 01150, 3.01O.	LS	1	200,000 ⁻	200,000 ⁻
16	Rehabilitation of the walls and floors of the flow channel in the headworks building, the flow channel to the primary clarifier splitter box, the primary clarifier splitter box, the scum box, and the primary clarifier effluent box channel in accordance with Section 01150, 3.01P.	SF	7300	23 ⁻	167,900 ⁻
17	Mobilization in accordance with Section 01150, 3.01Q.	LS	1	500,000 ⁻	500,000 ⁻
18	Indemnification in accordance with Section 01150, 3.01R.	LS	1	\$ 100.00	100 ⁻
	Sub-total NE WRF Grit Removal, Moving Belt Filter and Equalization System Imp				13,499,654 ⁻
19	10% Owner's Contingency	LS	1	\$1,349,965 ⁴⁰	1,349,965 ⁴⁰
	Total NE WRF Grit Removal, Moving Belt Filter, and Equalization Sys Imp				14,849,619 ⁴⁰
	Sub-total			16,761,377 ⁻	14,849,619⁴⁰ pc
	Total Contingency				1,676,137 ⁷⁰
	Total Contract				18,437,514 ⁷⁰
	BIDDER'S GRAND TOTAL				18,437,514 ⁷⁰

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 AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

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

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.



Authorized Signature
Patrick H. Carr

Printed Name
President & CEO

Title
Poole & Kent Company of Florida

Name of Entity/Corporation

STATE OF Florida

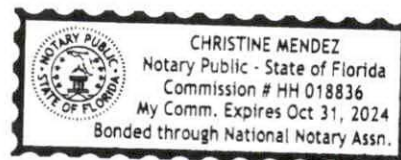
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me on this 3rd day of March, 2021, by Patrick H. Carr (name of person whose signature is being notarized) as the President & CEO (title) of Poole & Kent Company of Florida (name of corporation/entity), personally known to me as described herein personally known, or produced a _____ (type of identification) as identification, and who did/did not take an oath.


Notary Public
Christine Mendez

Printed Name

My Commission Expires: October 31, 2024
NOTARY SEAL ABOVE

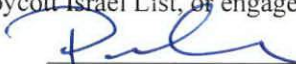


SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

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

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

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


Authorized Signature
Patrick H. Carr

Printed Name
President & CEO

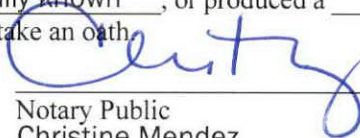
Title
Poole & Kent Company of Florida

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me on this 3rd day of March, 2021, by Patrick H. Carr (name of person whose signature is being notarized) as the President & CEO (title) of Poole & Kent Company of Florida (name of corporation/entity), personally known to me as described herein personally known, or produced a _____ (type of identification) as identification, and who did/did not take an oath.


Notary Public
Christine Mendez
Printed Name

My Commission Expires: October 31, 2024
NOTARY SEAL ABOVE



VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

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

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

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

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



Authorized Signature

Patrick H. Carr

Printed Name

President & CEO

Title

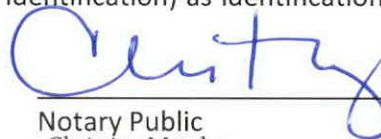
Poole & Kent Company of Florida

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 3rd day of March, 2021, by Patrick H. Carr (name of person whose signature is being notarized) as the President & CEO (title) of Poole & Kent Company of Florida (name of corporation/entity), personally known x, or produced N/A (type of identification) as identification, and who did/did not take an oath.

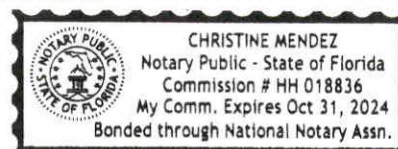


Notary Public
Christine Mendez

Printed Name

My Commission Expires: October 31, 2024

NOTARY SEAL ABOVE



VENDOR INFORMATION

Company Legal/Corporate Name: Poole & Kent Company of Florida

Doing Business As (if different than above): _____

Address: 1715 W. Lemon Street

City: Tampa State: FL Zip: 33606 -

Phone: (813) 251-2438 Fax: (813) 253-2515

E-Mail Address: daveb@pkflorida.com Website: www.pkflorida.com

DUNS # 831593533

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this response:

Name: David B. BuShea Fax: (813) 253-2515

Phone: (813) 251-2438 E-Mail Address: daveb@pkflorida.com

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

Name: David B. BuShea Fax: (813) 253-2515

Phone: (813) 251-2438 E-Mail Address: daveb@pkflorida.com

____ Certified Small Business

Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Phone: 866-966-4664 Emcor.Certrequest@marsh.com / Fax: 203-229-6787 CN102796740-POOLE-TAM-20-21	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED POOLE & KENT COMPANY OF FLORIDA 1715 LEMON ST. TAMPA, FL 33606	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : American Casualty Company of Reading, PA		20427
	INSURER C : Transportation Insurance Co		20494
	INSURER D : Continental Insurance Company		35289
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** NYC-009733805-52 **REVISION NUMBER:** 23

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL 6081316313	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 14,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6081316330	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Physical Damage \$ Included
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 6050250605	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 6 81431266 (AOS)	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC 6 81433616 (CA)	10/01/2020	10/01/2021	E.L. EACH ACCIDENT \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 6 81421871 (AZ, OR, WI)	10/01/2020	10/01/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

POOLE & KENT COMPANY OF FLORIDA
1715 LEMON ST.
TAMPA, FL 33606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102796740

LOC #: Norwalk



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY ***MARSH USA INC		NAMED INSURED POOLE & KENT COMPANY OF FLORIDA 1715 LEMON ST. TAMPA, FL 33606
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE \$500

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.

FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.

2. NAME:

NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

9/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Ste 700 Uniondale NY 11553	CONTACT NAME:		
	PHONE (A/G, No, Ext): 516-414-8900	FAX (A/G, No):	
	E-MAIL ADDRESS: EMCORCertificates@Alliant.com		
	PRODUCER CUSTOMER ID: EMCOGRO-02		
INSURED Poole & Kent Company of Florida 1715 W. Lemon Street Tampa, FL 33606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HDI Specialty Insurance Company		16131
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 894598207**REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	BRD5517400S	10/1/2018	10/1/2021	BUILDING	\$
		CAUSES OF LOSS				PERSONAL PROPERTY	\$
		BASIC				BUSINESS INCOME	\$
		BROAD				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				RENTAL VALUE	\$
		EARTHQUAKE				BLANKET BUILDING	\$
		WIND				BLANKET PERS PROP	\$
		FLOOD				BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/>	All Risk				Limits	\$ See Below
							\$
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY	10/1/2018	10/1/2021	<input checked="" type="checkbox"/> Contractors Eq	\$ 2,500,000
		CAUSES OF LOSS	Builder's Risk/ Installation			<input checked="" type="checkbox"/> In Transit	\$ 2,500,000
		NAMED PERILS	POLICY NUMBER			<input checked="" type="checkbox"/> Temp Storage	\$ 3,000,000
	<input checked="" type="checkbox"/>	All Risk	BRD5517400S			<input checked="" type="checkbox"/> Job Site	\$ 10,000,000
		CRIME					\$
		TYPE OF POLICY					\$
							\$
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance - Value of \$200,000

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Poole & Kent Company of Florida
1715 West Lemon street
Tampa FL 33606

AUTHORIZED REPRESENTATIVE

Peter F. Jones

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State of Florida Contractor Licenses

Ron DeSantis, Governor
Halsey Beshears, 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

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

LICENSE NUMBER: CGC061808
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at 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.

Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DRIVE
MIAMI FL 33125

LICENSE NUMBER: CMC057192
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

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State of Florida Contractor Licenses



State of Florida Contractor Licenses



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

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



STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DR
MIAMI FL 33125

LICENSE NUMBER: EC13002938

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



STRICKLAND, DAVID ALAN
POOLE & KENT COMPANY OF FLORIDA
1781 NW NORTH RIVER DR
MIAMI FL 33125

LICENSE NUMBER: CUC1223771

EXPIRATION DATE: AUGUST 31, 2022

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I-CGC061808

*Strickland, David Alan
1781 NW North River Drive
Miami, FL 33125*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **David Alan Strickland**
DBA **Poole & Kent Company Of Florida**

STATE CERT # **I-CGC061808**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2021**
DATE OF ISSUANCE **07/23/2020**

*** Please cut out license along lines**

I-CMC057192

*Strickland, David Alan
1781 NW North River Dr
Miami, FL 33125*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **David Alan Strickland**
DBA **Poole & Kent Company of Florida**

STATE CERT # **I-CMC057192**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2021**
DATE OF ISSUANCE **07/23/2020**

*** Please cut out license along lines**

I-CFC057380

*Strickland, David Alan
1781 NW River Drive
Miami, FL 33125*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **David Alan Strickland**
DBA **Poole & Kent Company of Florida**

STATE CERT # **I-CFC057380**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2021**
DATE OF ISSUANCE **07/23/2020**

*** Please cut out license along lines**

I-EC13002938

*Strickland, David Alan
1781 NW North River Drive
Miami, FL 33125*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **David Alan Strickland**
DBA **Poole & Kent Company of Florida**

STATE CERT # **I-EC13002938**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2021**
DATE OF ISSUANCE **07/23/2020**

*** Please cut out license along lines**

I-PCC1256776

*Strickland, David Alan
1781 NW North River Drive
Miami, FL 33125*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **David Alan Strickland**
DBA **Poole & Kent Company of Florida**

STATE CERT # **I-PCC1256776**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2021**
DATE OF ISSUANCE **07/23/2020**

*** Please cut out license along lines**

I-CUC1223771

*Strickland, David Alan
1781 NW North River Drive
Miami, FL 33125*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **David Alan Strickland**
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IN GOOD STANDING UNTIL **September 30, 2021**
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