

SECTION V

CONTRACT DOCUMENTS

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Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

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

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

CONTRACTOR**SURETY****OWNER**

KAT Construction & Materials,
Inc.

6541 Industrial Ave.

Port Richey, FL 34668

727-834-8655

City of Clearwater
Public Utilities
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 562-4750

PROJECT NAME: Rehab of LS-54 & LS-65

PROJECT NO.: 18-0058-UT

PROJECT DESCRIPTION: The rehabilitation of two City of Clearwater lift stations (LS-54 2304 McMullen Booth Rd; LS-65 1881 Virginia Ave.) including demolition, lining of terminal gravity mains, wet well cleaning and coating, replacement of pumps and selected piping and valves, replacement of selected controls, replacement or modification of selected wet well/valve vault covers, installation of generators.

BY THIS BOND, We, KAT Construction & Materials, Inc., as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$1,081,520.00 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 Rehab of LS-54 & LS-65, 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).

KAT Construction & Materials, Inc.

By: _____

Title: _____

Print Name: _____

WITNESS:**WITNESS:**_____
Corporate Secretary or Witness

Print Name: _____

Print Name: _____*(affix corporate seal)*_____
(Corporate Surety)

By: _____

ATTORNEY-IN-FACT

Print Name: _____

*(affix corporate seal)**(Power of Attorney must be attached)*

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and KAT Construction & Materials, Inc., of the City of Port Richey, County of Pasco 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: Rehab of LS-54 & LS-65

PROJECT NO.: 18-0058-UT

in the amount of \$1,081,520.00

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: _____
Frank Hibbard
Mayor

Approved as to form:

Owen Kohler
Assistant City Attorney

Contractor must indicate whether:

_____ Corporation, _____ Partnership, _____ Company, or _____ Individual

(Contractor)

By: _____ (SEAL)

Print Name: _____

Title: _____

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

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater PROJECT NAME: Rehab of LS-54 & LS-65
Public Utilities PROJECT NO.: 18-0058-UT
100 S. Myrtle Ave. CONTRACT DATE: []
Clearwater, FL 33756 BOND NO.: [], recorded in O.R. Book [],
Page [], of the Public Records of Pinellas County, Florida.

CONTRACTOR: KAT Construction & Materials, 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

KAT Construction & Materials, Inc.
6541 Industrial Ave.
Port Richey, FL 34668

,CONTRACTOR,

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

City of Clearwater
Public Utilities
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):



ORIGINAL

PROPOSAL/BID BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
 KAT Construction & Materials, Inc. _____ as Contractor, and _____
 The Cincinnati Insurance Company _____ as Surety, whose address is _____
 P.O. Box 145496, Cincinnati, OH 45250-5496 _____, are held and firmly bound unto the City
 of Clearwater, Florida, in the sum of Ten Percent of Amount Bid _____ Dollars
 (\$ 10%) (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 KAT Construction &
Materials, Inc. _____ as Contractor, and The Cincinnati Insurance Company _____ as Surety, for
 work specified as: Rehab of LS 54 & LS 65, Bid No. 18-0058-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:

X Corporation, _____ Partnership, _____ Company, or _____ Individual

Signed this 2nd day of April, 2021.

KAT Construction & Materials, Inc.
 Contractor

Principal

By: President

Title

The Cincinnati Insurance Company

Surety Kevin R. Wojtowicz, Attorney-in-Fact
& Florida Licensed Agent

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charles J. Nielson; David R. Hoover; Kevin R. Wojtowicz; Charles D. Nielson; Daniel F. Oaks; Laura D. Mosholder; Don Bramlage; Jarrett Merlucci; Shawn A. Burton; Edward M. Clark; Jessica P. Reno; Ian A. Nipper; Joseph P. Nielson; Dale Belis; Richard Zimmerman; Christian Collins and/or James Paul Hunter, Jr.

of Miami Lakes, Florida their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Jentz

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



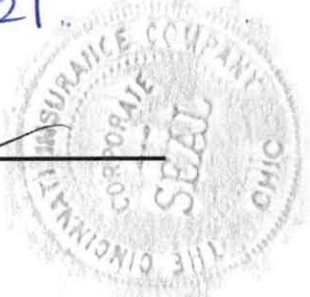
Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 2nd day of April, 2021.



Ed H.



AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF Pasco)

Patrick Tooley _____, being duly sworn, deposes and says that he/she is Secretary of KAT Construction & Materials Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

6541 Industrial Ave. Port Richey Pasco FL
(Street & Number) (City) (County) (State)

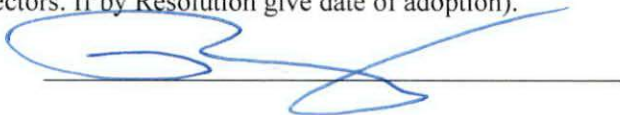
Affiant further says that he is familiar with the records, minute books and by-laws of KAT Construction & Materials Inc.

(Name of Corporation)

Affiant further says that Patrick Tooley is President
(Officer's Name) (Title)

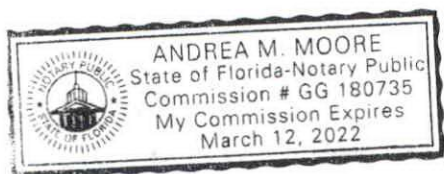
of the corporation, is duly authorized to sign the Proposal for KAT Construction & Materials Inc.

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

Sworn to before me this 02 day of April, 2021.



Notary Public
Andrea Moore

Type/print/stamp name of Notary

Office Manager

Title or rank, and Serial No., if any

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

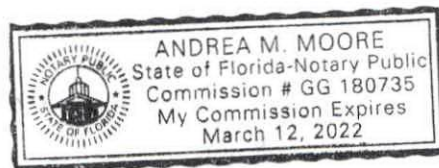
COUNTY OF Pasco)

Patrick Tooley _____ being, first duly sworn, deposes and says that he is

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



 Affiant
Sworn to and subscribed before me this 02 day of April, 2021.


 Notary Public


PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Rehab of LS-54 & LS-65 (PROJECT 18-0058-UT)

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

Rehab of LS-54 & LS-65 (PROJECT 18-0058-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.

PROPOSAL

(2)

Attached hereto is a bond or certified check on _____ **10% Bid Bond**

_____ Bank, for the sum of _____

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

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

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

NAMES:

ADDRESSES:

| | |
|--------------------------------------|--------------------------------------|
| Patrick Tooley - President/Secretary | 11708 Wendy Sue Ave Hudson, FL 34667 |
| | |
| | |
| | |

Signature of Bidder:

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: KAT Construction & Materials INC.

By: Patrick Tooley Title: President.

Company Legal Name: KAT Construction & Materials Inc.

Doing Business As (if different than above): _____

Business Address of Bidder: 6541 Industrial Ave.

City and State: Port Richey Florida Zip Code 34668

Phone: 727-834-8655 Email Address: ptooley@katinc.us

Dated at Port Richey, this 02 day of April, A.D., 2021

CITY OF CLEARWATER
ADDENDUM SHEET

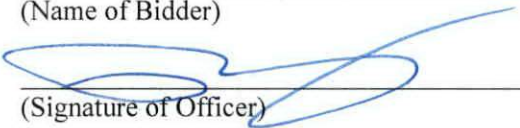
PROJECT: Rehab of LS-54 & LS-65 (PROJECT 18-0058-UT)

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

| | |
|-----------------------|-------------------------|
| Addendum No. <u>1</u> | Date: <u>03/19/2021</u> |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |
| Addendum No. _____ | Date: _____ |

KAT Construction & Materials Inc.

(Name of Bidder)


(Signature of Officer)

Patrick Tooley - President

(Title of Officer)

04/02/2021

(Date)

BIDDER'S PROPOSAL**PROJECT: Rehab of LS-54 & LS-65 (PROJECT 18-0058-UT)****CONTRACTOR: KAT Construction & Materials Inc.****BIDDER'S GRAND TOTAL: \$ 1,081,520.00** (Numbers)**BIDDER'S GRAND TOTAL: One Million Eighty One Thousand Five Hundred Twenty Dollars and Zero Cents**

(Words)

| Rehab of LS 54 & LS 65 (18-0058-UT) | | | | | |
|--|--|-------|-----|----------------|-----------------|
| Item No. | Bid Item | Units | Qty | Unit Price | Amount |
| 1 | Mobilization LS 54 | LS | 1 | \$20,000.00 | \$ - 20,000.00 |
| 2 | LS-54 Rehabilitation | LS | 1 | \$390,000.00 | \$ - 390,000.00 |
| 3 | LS-54 Bypass pumping and piping, critically silenced | WK | 8 | \$3,700.00 | \$ - 29,600.00 |
| 4 | Mobilization LS-65 | LS | 1 | \$26,000.00 | \$ - 26,000.00 |
| 5 | LS-65 Rehabilitation | LS | 1 | \$488,000.00 | \$ - 488,000.00 |
| 6 | LS-65 Bypass pumping and piping, critically silenced | WK | 8 | \$3,700.00 | \$ - 29,600.00 |
| | Subtotal | | | | \$ - 983,200.00 |
| 7 | Contingency 10% | LS | 1 | \$ - 98,320.00 | \$ - 98,320.00 |
| | Total | | | | \$1,081,520.00 |

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 Tooley

Printed Name

President

Title

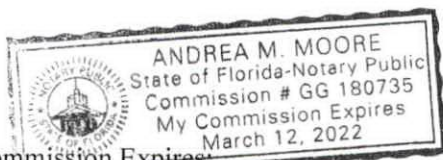
KAT Construction & Materials Inc.

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me on this 02 day of April, 2021, by Patrick Tooley (name of person whose signature is being notarized) as the President (title) of KAT Construction & Materials Inc. (name of corporation/entity), personally known to me as described herein Known, or produced a _____ (type of identification) as identification, and who did/did not take an oath.



My Commission Expires
NOTARY SEAL ABOVE

Notary Public

Andrea Moore

Printed Name

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST
CERTIFICATION FORM

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

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

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

 Authorized Signature

Patrick Tooley

 Printed Name

President

 Title

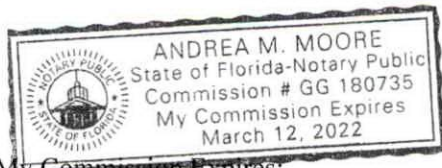
KAT Construction & Materials Inc.

 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me on this 02 day of April, 2021, by Patrick Tooley (name of person whose signature is being notarized) as the President (title) of KAT Construction & Materials Inc. (name of corporation/entity), personally known to me as described herein Known, or produced a _____ (type of identification) as identification, and who did/did not take an oath.



My Commission Expires: _____
 NOTARY SEAL ABOVE

 Notary Public

Andrea Moore

 Printed Name

APPENDIX

FORMS AND OTHER PROJECT DOCUMENTATION

Table of Contents

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| VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM | 1 |
| PROJECT PERMITS..... | 2 |

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 Tooley

Printed Name

President

Title

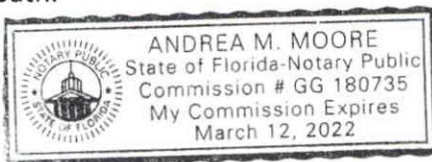
KAT Construction & Materials Inc.

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 02 day of April, 2021, by Patrick Tooley (name of person whose signature is being notarized) as the President (title) of KAT Construction & Materials Inc. (name of corporation/entity), personally known _____, or produced Known (type of identification) as identification, and who did/did not take an oath.




Notary Public

Andrea Moore

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE



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

TOOLEY, PATRICK JOHN

KAT CONSTRUCTION & MATERIALS, INC.

6541 INDUSTRIAL AVE

PORT RICHEY

FL 34668

LICENSE NUMBER: CGC1523963

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.

I-CGC1523963

*Tooley, Patrick John
6541 Industrial Ave.
Port Richey, FL 34668*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **Patrick John Tooley**
DBA **Kat Construction & Materials Inc**

STATE CERT # **I-CGC1523963**
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 **07/01/2020**

* **Please cut out license along lines**

VENDOR INFORMATION

Company Legal/Corporate Name: KAT Construction & Materials Inc.

Doing Business As (if different than above): _____

Address: 6541 Industrial Ave.

City: Port Richey State: FL Zip: 34668

Phone: 727-834-8655 Fax: _____

E-Mail Address: ptooley@katinc.us Website: www.katinc.us

DUNS # 071964641

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: Patrick Tooley Fax: 727-834-8670

Phone: 727-834-8655 E-Mail Address: ptooley@katinc.us

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

Name: Patrick Tooley Fax: 727-834-8670

Phone: 727-834-8655 E-Mail Address: ptooley@katinc.us

☒ Certified Small Business

Certifying Agency: Pinellas County

☐ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

PINELLAS COUNTY
SMALL BUSINESS ENTERPRISE PROGRAM

THIS CERTIFICATE IS AWARDED TO

KAT Construction & Materials Inc

HAS SUCCESSFULLY COMPLETED THE

SBE Certification Requirements for:
General Contractor / Construction Materials
Supply

Certification Expires:
February 21, 2022

FEBRUARY 21,
2019

Dr. Cynthia Johnson
SIGNED, Dr. Cynthia Johnson, Center Director

