

# SECTION V

## CONTRACT DOCUMENTS

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**PUBLIC CONSTRUCTION BOND**

(1)

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

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

<b><u>CONTRACTOR</u></b>	<b><u>SURETY</u></b>	<b><u>OWNER</u></b>
_____ [name]	_____ [name]	City of Clearwater [Dept. owning project] 100 S. Myrtle Avenue Clearwater, FL 33756 (727) 562-[xxxx]
_____ [principal business address]	_____ [principal business address]	
_____ [phone number]	_____ [phone number]	

**PROJECT NAME:** [ ]  
**PROJECT NO.:** [ ]

**PROJECT DESCRIPTION:** [A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement]

BY THIS BOND, We, \_\_\_\_\_, as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$[x,xxx,xxx.xx], 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 **Mango Street Outfall Project # 13-0041-EN**, 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
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

**PUBLIC CONSTRUCTION BOND**  
(2)

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).*

**[TYPE LEGAL NAME OF CONTRACTOR]**

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

**WITNESS:**

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

*(affix corporate seal)*

**WITNESS:**

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

*(Corporate Surety)*

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

*(affix corporate seal)*

*(Power of Attorney must be attached)*

**CONTRACT**  
(1)

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and \_\_\_\_\_Kamminga & Roodvoets, Inc., of the City of \_\_\_\_\_ County of \_\_\_\_\_ and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

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

**WITNESSETH:**

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

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

**PROJECT NAME:** [ **Mango St. Outfall Project** ]

**PROJECT NO.:** [ **13-0041-EN** ]

**in the amount of \$ 1,630,751.10**

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.

**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).**

**CONTRACT**

(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 CUTODIAN OF PUBLIC RECORDS AT 727-562-4092,

[Rosemarie.Call@mclearwater.com](mailto:Rosemarie.Call@mclearwater.com), 112 S. Osceola Ave., Clearwater, FL 33756

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

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

- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 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.

**CONTRACT**  
(4)

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

**CITY OF CLEARWATER**

**IN PINELLAS COUNTY, FLORIDA**

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

William B. Horne, II  
City Manager

Attest:

Countersigned:

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

By: \_\_\_\_\_

Approved as to form:

George N. Cretekos,  
Mayor

\_\_\_\_\_  
Matthew M. Smith  
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  
[Dept. owning project]  
100 S. Myrtle Ave.  
Clearwater, FL 33756

PROJECT NAME: [ ]  
PROJECT NO.: [ ]  
CONTRACT DATE: [ ]  
BOND NO. : [ ], recorded in O.R. Book [ ], Page  
[ ], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [ ]

---

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

[insert name of Contractor]  
[address]  
[address]

, 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  
[Dept. owning project]  
100 S. Myrtle Ave.  
Clearwater, FL 33756

, OWNER,

as set forth in said Surety's bond.

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

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

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

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

Attest:  
(Seal):

**PROPOSAL/BID BOND**

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

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned,

Kamminga & Roodvoets, Inc. as Contractor, and  
Liberty Mutual Insurance Company as Surety, whose address is  
175 Berkeley Street, Boston, MA 02116, are held and firmly bound unto the  
 City of Clearwater, Florida, in the sum of 10% of the amount of 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 Kamminga & Roodvoets, Inc.  
 as Contractor, and Liberty Mutual Insurance Company as Surety,  
 for work specified as: Mango Street Stormwater Improvements (13-0041-EN)

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
 specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the  
 above named bidder, and the said bidder shall within ten days after notice of said award enter into a  
 contract, in writing, and furnish the required Public Construction Bond with surety or sureties to be  
 approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and  
 virtue by law and the full amount of this Proposal Bid Bond will be paid to the City as stipulated or  
 liquidated damages.

Signed this 15th day of August 2016.

Principal must indicate whether:

Corporation  
 Partnership  
 Company  
 or  
 Individual

Kamminga & Roodvoets, Inc.  
 Contractor

Principal

By: Vice President  
 Title

Liberty Mutual Insurance Company

Paul M Hurley  
 Surety

Paul M Hurley, Attorney in Fact

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.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5982313

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

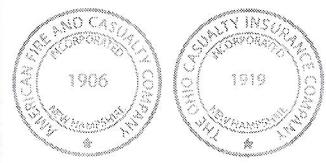
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Kristyn M. Langbeen; Linda L. Austin; Margaret M. Kohloff; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R. Guy

all of the city of Troy, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of February, 2013.

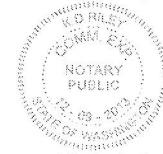


STATE OF WASHINGTON ss

COUNTY OF KING

On this 7th day of February, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

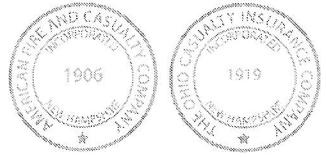
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15<sup>th</sup> day of August, 2010.



By: David M. Carey  
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

**AFFIDAVIT**

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

STATE OF FLORIDA FL )

COUNTY OF Hillsborough )

Ass't. Brad Tidcy being duly sworn, deposes and says that he/she is Secretary of Kamminga : Products, Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

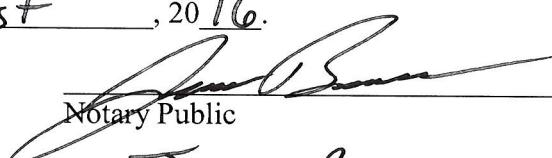
3435 Broadmoor Ave. S.E.  
(Street & Number)Grand Rapids  
(City)kent  
(County)MI  
(State)

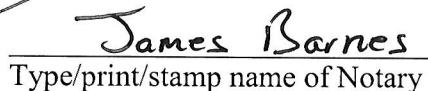
Affiant further says that he is familiar with the records, minute books and by-laws of Kamminga : Products, Inc.  
(Name of Corporation)

Affiant further says that Marcus B. Tidcy Jr. is Vice President  
(Officer's Name) (Title) of the corporation, is duly authorized to sign the Proposal for Kamminga : Products, Inc. or said corporation by virtue of Resolution of Board of Directors 12-1-2015 (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 15<sup>th</sup> day of August, 20 16.

  
Notary Public


  
James Barnes  
Type/print/stamp name of Notary


**NON COLLUSION AFFIDAVIT**

STATE OF FLORIDA FL )

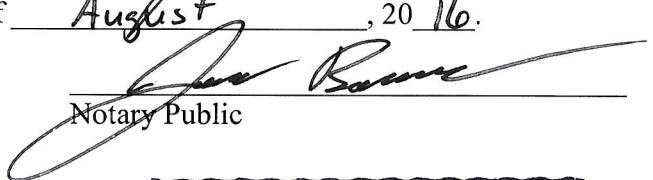
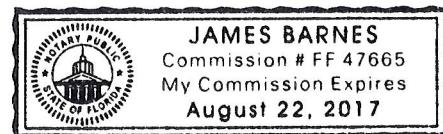
COUNTY OF Hillsborough)

Marcus B. Tidcy Jr. being, first duly sworn, deposes and says that he is  
Vice President of Kamminga : Products, 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 15<sup>th</sup> day of August, 20 16.

  
 Notary Public


**PROPOSAL**

(1)

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

**Mango Street Stormwater Improvement Project (#13-0041-EN)**

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

**Mango Street Stormwater Improvement Project (#13-0041-EN)**

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

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

**PROPOSAL**

(2)

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.

Attached hereto is a bond or certified check on Liberty Mutual Insurance  
Bank, for the sum of Ten percent Amount Bid (\$ --10% --)  
 (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:

President Kurt Poll 3435 Broadmoor Ave. Grand Rapids MI 49512

Secretary Kraig klynstra 3435 Broadmoor Ave. Grand Rapids MI 49512

Signature of Bidder: 

**PROPOSAL**

(3)

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: Kamminga & Roodvoets, Inc

By: Marcus B Tidey Jr Title: Vice President

Company Legal Name: Kamminga & Roodvoets, Inc.

Doing Business As (if different than above):       

Business Address of Bidder: 5219 Cone Road

City and State: Tampa FL Zip Code 33610

Phone: 813-623-3031 Email Address: mbtidey@kandrinclf.com

Dated at Tampa FL, this 15<sup>th</sup> day of August, A.D., 2016.

**CITY OF CLEARWATER**  
**ADDENDUM SHEET****PROJECT: Mango Street Stormwater Improvement Project (#13-0041-EN)**

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

Addendum No. 1 Date: Aug 8<sup>th</sup> 2016

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

Kamminga's Roadsworks, Inc.  
(Name of Bidder)

  
(Signature of Officer)

Vice President  
(Title of Officer)

August 8 2016  
(Date)

**BIDDER'S PROPOSAL**

**PROJECT: Mango Street Stormwater Improvement Project(PROJECT #13-0041-EN)**

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**CONTRACTOR:** Kamminga & Roodvoets, Inc.

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**BIDDER'S GRAND TOTAL:** \$ 1,630,751.10 (Numbers)

**BIDDER'S GRAND TOTAL:** One Million Six Hundred Thirty Thousand Seven Hundred Fifty One  
Dollars and Ten Cents  

---

  
(Words)

**Insert Bid Tab Table Here**

**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.**

## SECTION V – Contract Documents

### Mango Street Outfall - Bid Schedule (ISSUED FOR BID)

Item No	Item Description	QTY	UNIT	UNIT PRICE	AMOUNT
<b>100</b>	<b><u>GENERAL</u></b>				
101	MOBILIZATION	1	LS	\$123,000.00	\$123,000.00
102	MAINTENANCE OF TRAFFIC	1	LS	\$8,500.00	\$8,500.00
103	CLEARING & GRUBBING	1	LS	\$87,000.00	\$87,000.00
104	REMOVAL & REPLACEMENT OF UNSUITABLE MATERIAL (ALLOWANCE)	255	CY	\$30.00	\$7,650.00
105	DEWATERING (OUTFALL)	1	LS	\$7,700.00	\$7,700.00
106	EROSION & SEDIMENTATION CONTROL INCL. SILT FENCE & INLET PROTECTION	1	LS	\$8,000.00	\$8,000.00
107	FLOATING TURBIDITY BARRIER	1	LS	\$700.00	\$700.00
108	TREE BARRICADES	1,640	LF	\$3.50	\$5,740.00
109	ROOT PRUNING	470	LF	\$7.00	\$3,290.00
110	TREE REMOVAL (ALLOWANCE); 8" < DIA. ≤ 12"	9	EA	\$450.00	\$4,050.00
111	TREE REMOVAL TREE REMOVAL (ALLOWANCE); 12" < DIA. ≤ 24"	4	EA	\$500.00	\$2,000.00
112	14" ROADWAY BASE (LBR 100)	6,590	SY	\$20.00	\$131,800.00
113	CONSTRUCT VALLEY CURB (CITY INDEX NO. 107)	1,860	LF	\$21.50	\$39,990.00
114	4" CONCRETE SIDEWALK (INCLUDES CURB RAMPS)	4,740	SF	\$4.50	\$21,330.00
115	PEDESTRIAN RAMP DETECTABLE WARNING SURFACE	20	EA	\$200.00	\$4,000.00
116	CONCRETE DRIVEWAY RESTORATION (INCLUDES PALLETIZING BRICK DRIVES)	480	SY	\$77.00	\$36,960.00
117	SODDING	1	LS	\$26,000.00	\$26,000.00
	<b>Subtotal General</b>				<u>\$517,710.00</u>
118	<b>General Contingency 10%</b>	1	LS	\$51,771.00	<u>\$51,771.00</u>
	<b>Total General</b>				<u><u>\$569,481.00</u></u>
<b>200</b>	<b><u>STORMWATER</u></b>				
201	F&I 15" RCP CL3	271	LF	\$84.00	\$22,764.00
202	F&I 18" RCP CL3	119	LF	\$85.00	\$10,115.00
203	F&I 24" RCP CL3	106	LF	\$105.00	\$11,130.00
204	F&I 30" x 19" ERCP CL3	624	LF	\$94.00	\$58,656.00
205	F&I 38" x 24" ERCP CL3	556	LF	\$116.00	\$64,496.00
206	F&I 45" x 29" ERCP CL3	375	LF	\$150.00	\$56,250.00
207	F&I 60" x 24" RCB (FDOT 292)	66	LF	\$615.00	\$40,590.00
208	F&I 48" DIA MH	2	EA	\$4,000.00	\$8,000.00
209	F&I 48"x48" CONFLICT BOX	1	EA	\$5,000.00	\$5,000.00
210	F&I 60" DIA MH	6	EA	\$4,500.00	\$27,000.00
211	F&I 72" x 48" CONFLICT BOX	1	EA	\$5,000.00	\$5,000.00
212	F&I INLET (FDOT 232, TYPE C)	1	EA	\$3,000.00	\$3,000.00
213	F&I INLET (FDOT 232, TYPE C) W/ GISB	7	EA	\$4,000.00	\$28,000.00
214	F&I INLET (FDOT 232, TYPE E) W/ GISB	10	EA	\$5,000.00	\$50,000.00
215	F&I INLET (FDOT 232, TYPE H-3 MOD) W/ GISB	1	EA	\$9,000.00	\$9,000.00
216	F&I MES (FDOT 272)	1	EA	\$800.00	\$800.00
217	CONSTRUCT HEADWALL (FDOT 291) & SEAWALL	1	EA	\$20,000.00	\$20,000.00
218	CONSTRUCT D.B.I APRON DETAIL	340	LF	\$42.00	\$14,280.00
219	DEMO & DISPOSE EXISTING STORM PIPE: DIA ≤12"	1	LS	\$3,500.00	\$3,500.00
220	DEMO & DISPOSE EXISTING STORM PIPE: 12" < DIA ≤18"	1	LS	\$6,000.00	\$6,000.00
221	DEMO & DISPOSE EXISTING STORM STRUCTURES	1	LS	\$3,000.00	\$3,000.00
222	DEMO & DISPOSE EXISTING HEADWALL	1	LS	\$3,000.00	\$3,000.00
223	FLOWABLE FILL FOR ABANDONED STORMWATER PIPES	24	CY	\$322.00	\$7,728.00
224	MANATEE GRATE AT SEAWALL	1	EA	\$1,500.00	\$1,500.00
	<b>Subtotal Stormwater</b>				<u>\$458,809.00</u>
225	<b>Stormwater Contingency 10%</b>	1	LS	\$45,880.90	<u>\$45,880.90</u>
	<b>Total Stormwater</b>				<u><u>\$504,689.90</u></u>

## SECTION V – Contract Documents

### UTILITIES

#### 300 POTABLE WATER

301	F&I 4" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	35	LF	\$ 92.00	\$ 3,220.00
302	F&I 6" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	307	LF	\$105.00	\$ 32,235.00
303	F&I 8" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	153	LF	\$173.00	\$ 26,469.00
304	F&I 12" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	93	LF	\$163.00	\$ 15,159.00
305	F&I 4" RESTRAINTS; EXITING PIPE ONLY	4	EA	\$300.00	\$ 1,200.00
306	F&I 6" RESTRAINTS; EXITING PIPE ONLY	12	EA	\$315.00	\$ 3,780.00
307	F&I 8" RESTRAINTS; EXITING PIPE ONLY	36	EA	\$345.00	\$ 12,420.00
308	F&I 12" RESTRAINTS; EXITING PIPE ONLY	7	EA	\$475.00	\$ 3,325.00
309	F&I 6" G V w/ BOX	4	EA	\$1,200.00	\$ 4,800.00
310	F&I 8" G V w/ BOX	4	EA	\$1,500.00	\$ 6,000.00
311	F&I 12" G V w/ BOX	1	EA	\$ 2,400.00	\$ 2,400.00
312	F&I 5 1/4" HYDRANT	1	EA	\$4,200.00	\$ 4,200.00
313	F&I 4" LINE STOP	2	EA	\$2,250.00	\$ 4,500.00
314	F&I 6" LINE STOP	7	EA	\$2,650.00	\$ 18,550.00
315	F&I 8" LINE STOP	7	EA	\$3,050.00	\$ 21,350.00
316	F&I 12" LINE STOP	2	EA	\$4,250.00	\$ 8,500.00
317	DEMO & DISPOSE EXISTING WM; DIA. $\leq$ 8"	1	LS	\$2,000.00	\$ 2,000.00
318	DEMO & DISPOSE EXISTING WM; 8" $<$ DIA. $\leq$ 12"	1	LS	\$2,500.00	\$ 2,500.00
319	REMOVE & REPLACE POTABLE WATER SERVICE CONNECTION (ALLOWANCE)	17	EA	\$500.00	\$ 8,500.00
<b>Subtotal Potable Water</b>					
320	<b>Potable Water Contingency 10%</b>	1	LS	18,110.80	<u>\$ 18,110.80</u>
<b>Total Potable Water</b>					
400	<b><u>SANITARY SEWER</u></b>				<u>\$ 199,218.80</u>

#### 400 SANITARY SEWER

401	F&I 6" DIP SAN	36	LF	\$ 97.00	\$ 3,492.00
402	F&I 8" PVC SAN	879	LF	\$49.00	\$ 43,071.00
403	F&I 8" DIP SAN	289	LF	\$123.00	\$ 35,547.00
404	F&I 12" STL CASING	18	LF	\$71.00	\$ 1,278.00
405	F&I 14" STL CASING	18	LF	\$112.00	\$ 2,016.00
406	F&I 4' DIA SAN MH	7	EA	\$4,400.00	\$ 30,800.00
407	DEMO & DISPOSE EXISTING SANITARY PIPE	1	LS	\$6,000.00	\$ 6,000.00
408	DEMO & DISPOSE EXISTING SANITARY STRUCTURES	1	LS	\$2,500.00	\$ 2,500.00
409	FLOWABLE FILL FOR ABANDONED SANITARY SEWER PIPES	5	CY	\$400.00	\$ 2,000.00
410	SANITARY SEWER BYPASS	1	LS	\$12,500.00	\$ 12,500.00
411	REMOVE & REPLACE SANITARY LATERALS WITH CITY INDEX NO. 305 (ALLOWANCE)	14	EA	\$750.00	\$ 10,500.00
<b>Subtotal Sanitary Sewer</b>					
412	<b>Sanitary Sewer Contingency 10%</b>	1	LS	\$14,970.40	<u>\$ 14,970.40</u>
<b>Total Sanitary Sewer</b>					

#### 500 RECLAIMED WATER

501	F&I 4" DIP RCWM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	21	LF	\$120.00	\$ 2,520.00
502	F&I 6" DIP RCWM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	125	LF	\$137.00	\$ 17,125.00
503	F&I 12" DIP RCWM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	132	LF	\$130.00	\$ 17,160.00
504	F&I 4" RESTRAINTS; EXITING PIPE ONLY	4	EA	\$300.00	\$ 1,200.00
505	F&I 6" RESTRAINTS; EXITING PIPE ONLY	10	EA	\$320.00	\$ 3,200.00
506	F&I 12" RESTRAINTS; EXITING PIPE ONLY	5	EA	\$475.00	\$ 2,375.00
507	F&I 4" LINESTOP	2	EA	\$2,250.00	\$ 4,500.00
508	F&I 6" LINESTOP	4	EA	\$2,650.00	\$ 10,600.00
509	F&I 12" LINESTOP	2	EA	\$4,500.00	\$ 9,000.00
510	DEMO & DISPOSE EXISTING RCWM; DIA. $\leq$ 8"	1	LS	\$1,500.00	\$ 1,500.00
511	DEMO & DISPOSE EXISTING RCWM; 8" $<$ DIA. $\leq$ 12"	1	LS	\$1,750.00	\$ 1,750.00
512	REMOVE & REPLACE RECLAIM SERVICE CONNECTION (ALLOWANCE)	4	EA	\$500.00	\$ 2,000.00
<b>Subtotal Reclaimed Water</b>					
513	<b>Reclaimed Water Contingency 10%</b>	1	LS	\$7,293.00	<u>\$ 7,293.00</u>
<b>Total Reclaimed Water</b>					

**Subtotal Utilities**

**\$ 403,742.00**

**Total Utilities Contingency**

**\$ 40,374.20**

**Total Utilities**

**\$ 444,116.20**

## SECTION V – Contract Documents

### Mango Street Outfall - Bid Schedule (ISSUED FOR BID)

Item No	Item Description	QTY	UNIT	UNIT PRICE	AMOUNT
<b>600</b>	<b><u>SURFACE RESTORATION</u></b>				
601	2" ASPHALTIC CONCRETE STRUCTURAL COURSE TYPE SP-9.5	720	TN	\$142.00	\$102,240.00
	<b>Subtotal Surface Restoration</b>				\$102,240.00
602	<b>Surface Restoration Contingency 10%</b>	1	LS	\$10,224.00	\$ 10,224.00
	<b>Total Surface Restoration</b>				<b>\$ 112,464.00</b>
	<b>Subtotal</b>				\$1,482,501.00
	<b>Total Contingency</b>				\$ 148,250.10
	<b>Total Contract</b>				<b>\$ 1,630,751.10</b>
	<b>Total Contract</b>				<b>\$ 1,630,751.10</b>

Note: Sections 100 and 600 will be distributed on a prorated basis per Utility and invoiced on cost share basis

**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.**

**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~~

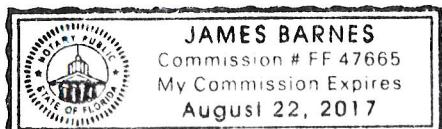
Marcus B. Tiday Jr.  
Printed Name

### United Nations

Vice President  
Title  
Kamminga Products, Inc.  
Name of Entity/Corporation

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of August, 2016, by Marcus B. Tiday Jr. (name of person whose signature is being notarized) as the Vice President (title) of Karmmingsa Products Inc. (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath. 



My Commission Expires: 8-22-2017

NOTARY SEAL ABOVE

~~Notary Public~~

James Barnes  
Printed Name

---

Printed Name