

SECTION V

CONTRACT DOCUMENTS

Table of Contents

PUBLIC CONSTRUCTION BOND	1
CONTRACT.....	4
CONSENT OF SURETY TO FINAL PAYMENT	8
PROPOSAL/BID BOND.....	9
AFFIDAVIT	10
NON-COLLUSION AFFIDAVIT	11
PROPOSAL.....	12
CITY OF CLEARWATER ADDENDUM SHEET	14
BIDDER'S PROPOSAL.....	15
SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM.....	20
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM.....	21

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

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

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

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
Kamminga & Roodvoets, Inc		City of Clearwater
<u>[name]</u>	<u>[name]</u>	Public Utilities
<u>5219 Cone Rd</u>		Engineering
<u>Tampa, FL 33610</u>		100 S. Myrtle Avenue
<u>[principal business address]</u>	<u>[principal business address]</u>	Clearwater, FL 33756
<u>813-623-3031</u>		(727) 562-4750
<u>[phone number]</u>	<u>[phone number]</u>	

PROJECT NAME: Potable Water Piping Improvements Phase 2, 4, and 5

PROJECT NO.: 23-0011-UT

PROJECT DESCRIPTION: Installation of water main sizes ranging from 2” to 24” using various installation methods including open cut, jack and bore, and horizontal directional drilling to loop, replace, and relocate water mains identified by the City as needing repair. Proposed construction includes associated fittings, valves, appurtenances, connections, etc. for all proposed work

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 \$10,052,886.50 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 **Potable Water Piping Improvements Phase 2, 4, and 5** 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

SECTION V – Contract Documents

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).

Kamminga and Roodvoets _____

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 _____, 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: Potable Water Piping Improvements Phase 2, 4, and 5

PROJECT NO.: 23-0011-UT in

the amount of \$10,052,886.50

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

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

CONTRACT

(2)

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

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

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

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

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

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

CONTRACT

(3)

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, City Clerk, AT Rosemarie.Call@myclearwater.com, 727-562-4092, 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)
Jennifer Poirrier
City Manager

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
Bruce Rector
Mayor

Approved as to form:

Jerrod Simpson
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: Potable Water Piping Improvements Phase
2, 4, and 5

Public Utilities PROJECT NO.: 23-0011-UT
Engineering

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: [_____]

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
Public Utilities Engineering
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 Total Bid Amount 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: 23-0011-UT Water Piping Improvement - Potable Water Piping Improvement Phase 2, 4, and 5

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 30th day of November, 2023.Kamminga & Roodvoets, Inc.

Contractor

James Barnes
Principal

By:

Title

VP of EstimatingCarolyn Schultz, Attorney -In-FactLiberty Mutual Insurance Company

Surety

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 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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205603-975250**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Jamie Navalta; Mari D. Maceri; Noelle L. Fish

all of the city of Grand Rapids 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 18th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 30th day of November, 2023



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AFFIDAVIT

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

STATE OF FLORIDA)**COUNTY OF** Hillsborough)

Brad Tidey, being duly sworn, deposes and says that he/she is
 Assistant Secretary of Kamminga & Roodvoets, 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 SE Grand Rapids Kent MI
 (Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of

Kamminga & Roodvoets, Inc.
 (Name of Corporation)

Affiant further says that James Barnes is VP Estimating
 (Officer's Name) (Title)

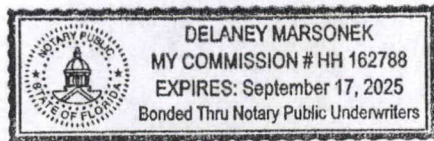
of the corporation, is duly authorized to sign the Proposal for Kamminga & Roodvoets, Inc.

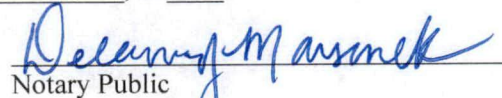
or said corporation by virtue of November 3rd, 2023
 (state whether a provision of by laws or a Resolution of
 Board of Directors. If by Resolution give date of adoption).



Brad Tidey
 Affiant

Sworn to before me this 30th day of November, 2023.




 Notary Public

Delaney Marsonек
 Type/print/stamp name of Notary

 Title or rank, and Serial No., if any

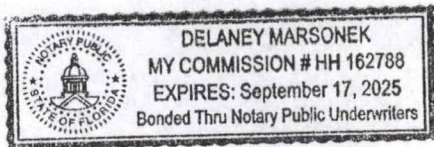
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Hillsborough)James Barnes being, first duly sworn, deposes and says that he is

VP Estimating of Kamminga & Roodvoets, 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 30th day of November, 2023.

 Notary Public


PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Potable Water Piping Improvements Phase 2, 4, and 5 23-0011-UT

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

Potable Water Piping Improvements Phase 2, 4, and 5 23-0011-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 Liberty Mutual Insurance Company

_____, Bank, for the sum of 10% of Total Bid Amount

_____ (\$ 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:

Kurt Poll - President

3435 Broadmoor Ave SE Grand Rapids, MI 49512

Marcus B. Tidey, Jr. - Vice President

5219 Cone Rd Tampa, FL 33610

Daniel Ringnalda - Secretary

3435 Broadmoor Ave SE Grand Rapids, MI 49512

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: Kamminga & Roodvoets, Inc.

By: James Barnes Title: VP of Estimating

Company Legal Name: Kamminga & Roodvoets, Inc.

Doing Business As (if different than above): None

Business Address of Bidder: 5219 Cone Rd

City and State: Tampa, Florida Zip Code 33610

Phone: 813-623-3031 Email Address: quotes@kandrincfl.com

Dated at Tampa, Florida, this 30th day of November, A.D., 2023.

CITY OF CLEARWATER
ADDENDUM SHEET

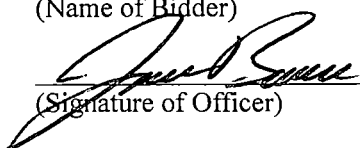
PROJECT: Potable Water Piping Improvements Phase 2, 4, and 5

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

Addendum No. <u>1</u>	Date: <u>11/8/23</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: _____
Addendum No. _____	Date: _____

Kamminga & Roodvoets, Inc.

(Name of Bidder)


(Signature of Officer)

VP Estimating

(Title of Officer)

11/30/23

(Date)

BIDDER'S PROPOSAL**PROJECT:** Potable Water Piping Improvements Phase 2, 4, and 5 23-0011-UT**CONTRACTOR:** Kamminga & Roodvoets, Inc**BIDDER'S GRAND TOTAL:** \$ 10,052,886.50 (Numbers)**BIDDER'S GRAND TOTAL:** Ten million fifty two thousand, eight hundred eighty six and fifty cents

(Words)

No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization (10%)	1	LS		\$ -
2	General Conditions (3%)	1	LS		\$ -
3	Temporary Traffic Control/Maintenance of Traffic	1	LS		\$ -
4	Complete Asphalt Removal and Replacement	3,336	SY		\$ -
5	Asphalt Milling and Resurfacing	4,634	SY		\$ -
6	3000 psi Concrete	14.8	CY		\$ -
7	Remove and Replace Concrete Curb	3,172	LF		\$ -
8	Remove and Replace Concrete Sidewalk	1,295	SY		\$ -
9	Remove and Replace Concrete Driveway	1,698	SY		\$ -
10	Remove and Replace Decorative Sidewalk	23	SY		\$ -
11	Sodding and Landscaping Restoration	1	LS		\$ -
12	2-inch HDPE Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	85	LF		\$ -
13	4-inch PVC Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	1,121	LF		\$ -

SECTION V – Contract Documents

14	6-inch PVC Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	7,553	LF		\$ -
15	6-inch Ductile Iron Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	310	LF		\$ -
16	6-inch Ductile Iron Water Main by Jack and Bore, Inclusive of 16" OD Casing, Fittings, Restraints, Etc.	99	LF		\$ -
17	6-inch Certalok PVC Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	977	LF		\$ -
18	6-inch HDPE Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	738	LF		\$ -
19	6-inch Flanged Ductile Iron Pipe (Inclusive of Fittings, Pipe Supports, etc).	100	LF		\$ -
20	8-inch HDPE Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	834	LF		\$ -
21	8-inch PVC Water Main, Installed Via Jack and Bore, Inclusive of 16" Steel Casing, Fittings, Restraints, Etc.	47	LF		\$ -
22	8-inch PVC Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	1,267	LF		\$ -
23	8-inch Ductile Iron Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	74	LF		\$ -
24	12-inch Ductile Iron Water Main, Open Cut, Inclusive of Fittings, Restraints, Etc.	2,301	LF		\$ -
25	16-inch Ductile Iron Water Main, Open Cut, Inclusive of Fittings, Restraints, Etc.	30	LF		\$ -
26	20-inch Ductile Iron Water Main, Open Cut, Inclusive of Fittings, Restraints, Etc.	766	LF		\$ -
27	20-inch Ductile Iron Water Main by Jack and Bore, Inclusive of 36-inch Casing, Fittings, Restraints, Etc.	67	LF		\$ -
28	20-inch Ductile Iron Water Main, FLG, for Above Ground Assembly Inclusive of Fittings, Restraints, Dismantling Joints, etc.	122	LF		\$ -
29	24-inch HDPE Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	1,163	LF		\$ -
30	2-inch Temporary Bypass Water Service, Inclusive of Fittings, Temporary Water Main Connections, Temporary Service Connections	2,301	LF		\$ -
31	4-inch Gate Valve, RMJ and Valve Box	5	EA		\$ -
32	6-inch Gate Valve, RMJ and Valve Box	15	EA		\$ -

SECTION V – Contract Documents

33	8-inch Gate Valve, RMJ and Valve Box	5	EA		\$ -
34	12-inch Gate Valve, RMJ and Valve Box	6	EA		\$ -
35	16-inch Gate Valve, RMJ and Valve Box	2	EA		\$ -
36	20-inch Gate Valve, RMJ, and Valve Box	2	EA		\$ -
37	20-inch Butterfly Valve, FLG	2	EA		\$ -
38	2-inch TEAM Insert Valve and Valve Box	1	EA		\$ -
39	4-inch TEAM Insert Valve and Valve Box	2	EA		\$ -
40	6-inch TEAM Insert Valve and Valve Box	11	EA		\$ -
41	8-inch TEAM Insert Valve and Valve Box	5	EA		\$ -
42	12-inch TEAM Insert Valve and Valve Box	5	EA		\$ -
43	4-inch Joint Restraint for Existing Main	40	EA		\$ -
44	6-inch Joint Restraint for Existing Main	80	EA		\$ -
45	8-inch Joint Restraint for Existing Main	40	EA		\$ -
46	12-inch Joint Restraint for Existing Main	20	EA		\$ -
47	20-inch Joint Restraint for Existing Main	5	EA		\$ -
48	4" Line Stop	0	EA		\$ -
49	8" Line Stop	0	EA		\$ -
48	2" Line Stop	2	EA		\$ -
49	16" Line Stop	2	EA		\$ -
50	20" Line Stop	2	EA		\$ -
51	4" Tapping Sleeve with 4" Tapping Valve and Valve Box	2	EA		\$ -
52	6"x4" Tapping Sleeve with 4" Tapping Valve and Valve Box	5	EA		\$ -
53	6" Tapping Sleeve with 6" Tapping Valve and Valve Box	18	EA		\$ -

SECTION V – Contract Documents

54	8"x6" Tapping Sleeve with 6" Tapping Valve and Valve Box	4	EA		\$ -
55	8" Tapping Sleeve with 8" Tapping Valve and Valve Box	2	EA		\$ -
56	12" Tapping Sleeve with 6" Tapping Valve and Valve Box	1	EA		\$ -
57	12"x8" Tapping Sleeve with 8" Tapping Valve and Valve Box	2	EA		\$ -
58	16" Tapping Sleeve with 6" Tapping Valve and Valve Box	1	EA		\$ -
59	16" Tapping Sleeve with 8" Tapping Valve and Valve Box	1	EA		\$ -
60	20" Tapping Sleeve with 20" Tapping Valve and Valve Box	2	EA		\$ -
61	Bollard	2	EA		\$ -
62	2-inch ARV Assembly	11	EA		\$ -
63	Fire Hydrant Assembly	10	EA		\$ -
64	20" Static Mixer	1	EA		\$ -
65	20" Magnetic Flow Meter, Panel and Electrical	1	EA		\$ -
66	Abovegrade Piping Accessories at RO1	1	LS		\$ -
67	1" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	269	EA		\$ -
68	2" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	3	EA		\$ -
69	Grout Fill and Abandon Pipe (<6")	7,295	LF		\$ -
70	Grout Fill and Abandon Pipe (20")	870	LF		\$ -
71	Removal of Water Main (6" and smaller)	3,613	LF		\$ -
72	Removal of Water Main (8" and Larger)	3,904	LF		\$ -
Subtotal					\$ -
Owner's Contingency					\$ 500,000
Total					\$ 500,000

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.

City of Clearwater
Potable Water Piping Improvements Phase 2, 4 and 5
23-0011-UT
Bid Form

DVOETS 3435 BROADMOOR AVE SE

No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization (10%)	1	LS	\$ 845,000	\$ 845,000
2	General Conditions (3%)	1	LS	\$ 252,000	\$ 252,000
3	Temporary Traffic Control/Maintenance of Traffic	1	LS	\$ 520,000	\$ 520,000
4	Complete Asphalt Removal and Replacement	2,838	SY	\$ 233	\$ 661,254
5	Asphalt Milling and Resurfacing	3,646	SY	\$ 102	\$ 371,892
6	3000 psi Concrete	14.8	CY	\$ 2,000	\$ 29,600
7	Remove and Replace Concrete Curb	2,170	LF	\$ 85	\$ 183,365
8	Remove and Replace Concrete Sidewalk	746	SY	\$ 132	\$ 98,472
9	Remove and Replace Concrete Driveway	1,503	SY	\$ 130	\$ 195,390
10	Remove and Replace Decorative Sidewalk	23	SY	\$ 250	\$ 5,750
11	Sodding and Landscaping Restoration	1	LS	\$ 1,035,000	\$ 1,035,000
12	2-inch HDPE Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	85	LF	\$ 77	\$ 6,545
13	4-inch PVC Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	1,121	LF	\$ 120	\$ 134,520
14	6-inch PVC Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	7,553	LF	\$ 130	\$ 981,890
15	6-inch Ductile Iron Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	310	LF	\$ 187	\$ 57,970
16	6-inch Ductile Iron Water Main by Jack and Bore, Inclusive of 16" OD Casing, Fittings, Restraints, Etc.	99	LF	\$ 1,350	\$ 133,650
17	6-inch Certalok PVC Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	977	LF	\$ 80	\$ 78,160
18	6-inch HDPE Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	738	LF	\$ 145	\$ 107,010
19	6-inch Flanged Ductile Iron Pipe (Inclusive of Fittings, Pipe Supports, etc).	100	LF	\$ 350	\$ 35,000
20	8-inch HDPE Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	834	LF	\$ 155	\$ 129,270
21	8-inch PVC Water Main, Installed Via Jack and Bore, Inclusive of 16" Steel Casing, Fittings, Restraints, Etc.	47	LF	\$ 1,550	\$ 72,850
22	8-inch PVC Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	1,267	LF	\$ 150	\$ 190,050
23	8-inch Ductile Iron Water Main by Open Cut, Inclusive of Fittings, Restraints, Etc.	74	LF	\$ 350	\$ 25,900
24	12-inch Ductile Iron Water Main, Open Cut, Inclusive of Fittings, Restraints, Etc.	1,688	LF	\$ 210	\$ 354,480

25	16-inch Ductile Iron Water Main, Open Cut, Inclusive of Fittings, Restraints, Etc.	30	LF	\$ 550	\$ 16,500
26	20-inch Ductile Iron Water Main, Open Cut, Inclusive of Fittings, Restraints, Etc.	766	LF	\$ 400	\$ 306,400
27	20-inch Ductile Iron Water Main by Jack and Bore, Inclusive of 36-inch Casing, Fittings, Restraints, Etc.	67	LF	\$ 1,900	\$ 127,300
28	20-inch Ductile Iron Water Main, FLG, for Above Ground Assembly Inclusive of Fittings, Restraints, Dismantling Joints, etc.	122	LF	\$ 575	\$ 70,150
29	24-inch HDPE Water Main, Installed Via HDD, Inclusive of Fittings, Restraints, Etc.	1,163	LF	\$ 260	\$ 302,380
30	2-inch Temporary Bypass Water Service, Inclusive of Fittings, Temporary Water Main Connections, Temporary Service Connections	2,901	LF	\$ 58	\$ 168,258
31	4-inch Gate Valve, RMJ and Valve Box	5	EA	\$ 1,300	\$ 6,500
32	6-inch Gate Valve, RMJ and Valve Box	15	EA	\$ 1,600	\$ 24,000
33	8-inch Gate Valve, RMJ and Valve Box	5	EA	\$ 2,280	\$ 11,400
34	12-inch Gate Valve, RMJ and Valve Box	6	EA	\$ 3,750	\$ 22,500
35	16-inch Gate Valve, RMJ and Valve Box	2	EA	\$ 6,450	\$ 12,900
36	20-inch Gate Valve, RMJ, and Valve Box	2	EA	\$ 9,050	\$ 18,100
37	20-inch Butterfly Valve, FLG	2	EA	\$ 6,100	\$ 12,200
38	2-inch TEAM Insert Valve and Valve Box	1	EA	\$ 5,000	\$ 5,000
39	4-inch TEAM Insert Valve and Valve Box	2	EA	\$ 10,000	\$ 20,000
40	6-inch TEAM Insert Valve and Valve Box	12	EA	\$ 12,700	\$ 152,400
41	8-inch TEAM Insert Valve and Valve Box	5	EA	\$ 14,500	\$ 72,500
42	12-inch TEAM Insert Valve and Valve Box	5	EA	\$ 29,000	\$ 145,000
43	4-inch Joint Restraint for Existing Main	40	EA	\$ 550	\$ 22,000
44	6-inch Joint Restraint for Existing Main	80	EA	\$ 600	\$ 48,000
45	8-inch Joint Restraint for Existing Main	40	EA	\$ 650	\$ 26,000
46	12-inch Joint Restraint for Existing Main	20	EA	\$ 750	\$ 15,000
47	20-inch Joint Restraint for Existing Main	5	EA	\$ 1,200	\$ 6,000
48	2" Line Stop	2	EA	\$ 5,000	\$ 10,000
49	16" Line Stop	2	EA	\$ 12,500	\$ 25,000
50	20" Line Stop	3	EA	\$ 24,000	\$ 72,000
51	4" Tapping Sleeve with 4" Tapping Valve and Valve Box	2	EA	\$ 2,900	\$ 5,800
52	6"x4" Tapping Sleeve with 4" Tapping Valve and Valve Box	5	EA	\$ 2,600	\$ 13,000
53	6" Tapping Sleeve with 6" Tapping Valve and Valve Box	18	EA	\$ 3,200	\$ 57,600
54	8"x6" Tapping Sleeve with 6" Tapping Valve and Valve Box	4	EA	\$ 3,250	\$ 13,000
55	8" Tapping Sleeve with 8" Tapping Valve and Valve Box	2	EA	\$ 4,000	\$ 8,000

56	12" Tapping Sleeve with 6" Tapping Valve and Valve Box	1	EA	\$ 3,600	\$ 3,600
57	12"x8" Tapping Sleeve with 8" Tapping Valve and Valve Box	2	EA	\$ 4,400	\$ 8,800
58	16" Tapping Sleeve with 6" Tapping Valve and Valve Box	1	EA	\$ 4,300	\$ 4,300
59	16" Tapping Sleeve with 8" Tapping Valve and Valve Box	1	EA	\$ 5,100	\$ 5,100
60	20" Tapping Sleeve with 20" Tapping Valve and Valve Box	2	EA	\$ 12,700	\$ 25,400
61	Bollard	2	EA	\$ 500	\$ 1,000
62	2-inch ARV Assembly	10	EA	\$ 6,350	\$ 63,500
63	Fire Hydrant Assembly	10	EA	\$ 8,550	\$ 85,500
64	20" Static Mixer	1	EA	\$ 41,000	\$ 41,000
65	20" Magnetic Flow Meter, Panel and Electrical	1	EA	\$ 30,000	\$ 30,000
66	Abovegrade Piping Accessories at RO1	1	LS	\$ 77,500	\$ 77,500
67	1" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	263	EA	\$ 1,850	\$ 486,550
68	2" Water Service including Saddle, Corporation Stop, Casing, Curb Stop, and Meter Box	3	EA	\$ 2,200	\$ 6,600
69	Grout Fill and Abandon Pipe (<6")	7,295	LF	\$ 13	\$ 91,188
70	Grout Fill and Abandon Pipe (20")	870	LF	\$ 41	\$ 35,670
71	Removal of Water Main (6" and smaller)	3,613	LF	\$ 19	\$ 68,647
72	Removal of Water Main (8" and Larger)	3,904	LF	\$ 29	\$ 113,216
73	Remove and Replace Existing Stormwater Structure	2	EA	\$ 12,955	\$ 25,910
74	Slipline 8" Water Main in 20" Pipe	340	LF	\$ 130	\$ 44,200
75	Rip Rap	3	CY	\$ 1,500	\$ 4,500
76	Steel Beam	60	LF	\$ 180	\$ 10,800
Subtotal					\$ 9,553,000
Owner's Contingency					\$ 500,000
Total					\$10,052,886.50

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.

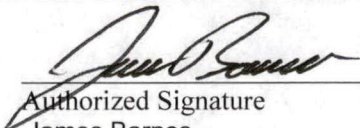
THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

**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

James Barnes

Printed Name

VP Estimating

Title

Kamminga & Roodvoets, Inc.

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 30th day of November, 2023, by James Barnes (name of person whose signature is being notarized) as the VP Estimating (title) of Kamminga & Roodvoets, 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.



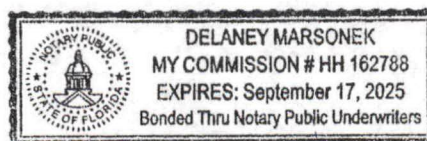
Notary Public

Delaney Marsonek

Printed Name

My Commission Expires: 9/17/25

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

James Barnes

Printed Name

VP Estimating

Title

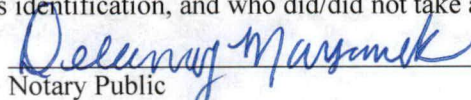
Kamminga & Roodvoets, Inc.

Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 30th day of November, 2023, by James Barnes (name of person whose signature is being notarized) as the VP Estimating (title) of Kamminga & Roodvoets, 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.



Notary Public

Delaney Marsonek

Printed Name

My Commission Expires: 9/17/25

NOTARY SEAL ABOVE

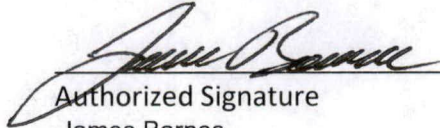
VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

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
 James Barnes

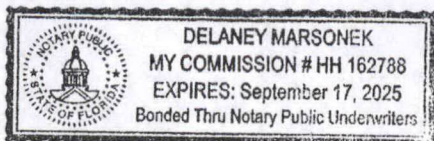
Printed Name
 VP Estimating

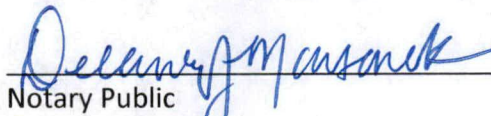
Title
 Kamminga & Roodvoets, Inc.
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 30th day of November, 2023, by James Barnes
 (name of person whose signature is being notarized) as the _____ (title) of
Kamminga & Roodvoets, Inc. (name of corporation/entity), personally known, or
 produced _____ (type of identification) as identification, and who did/did not take
 an oath.





 Notary Public
 Delaney Marsonck
 Printed Name

My Commission Expires: 9/17/25
 NOTARY SEAL ABOVE



Ron DeSantis, Governor

Melanie S. Griffin, 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

TIDEY, MARCUS B JR

KAMMINGA & ROODVOETS INC
5219 CONE RD.
TAMPA FL 33610

LICENSE NUMBER: CUC1224876

EXPIRATION DATE: AUGUST 31, 2024

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-CUC1224876

*Tidey, Marcus B
5219 Cone Road
Tampa, FL 33610*



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Marcus B Tidey Jr**
DBA **Kanninga & Roodvoets Inc**

STATE CERT # **I-CUC1224876**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **09/11/2023**

*** Please cut out license along lines**



Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
— AN EQUAL OPPORTUNITY EMPLOYER —

To Whom It May Concern:


From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 3, 2023

CONTRACT AUTHORITY:

“RESOLVED, that the following individuals are hereby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation.”

Kurt D. Poll.....	President
Marcus B. Tidey, Jr.	Vice President
Bradley Kreider.....	V.P. Construction
Karl Klynstra.....	V.P. Estimating
James Barnes.....	V.P. Estimating
Daniel Ringnalda.....	Secretary/Risk Manager
Brad Tidey.....	Assistant Secretary – FL Operations



Daniel Ringnalda - Secretary



CITY OF CLEARWATER

ENGINEERING DEPARTMENT
MUNICIPAL SERVICES BUILDING, 100 S. MYRTLE AVENUE
CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4750 FAX (727) 562-4755

November 21, 2023

Marcus B Tidey, Jr.
Kamminga & Roodvoets, Inc.
5219 Cone Road
Tampa, FL, 33610

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

Approved Maximum Bid Limit: **\$UNLIMITED** Prequalification Expiration: **NOVEMBER 21, 2026**

Approved Categories:

- | | | |
|---|---|--------------------------------------|
| ○ Asphaltic Concrete Resurfacing | ○ Sanitary & Storm Sewers | ○ Water/Reclaimed Distribution Mains |
| ○ Concrete Flatwork (curbs, walks, courts, etc) | ○ Sanitary Force Mains | |
| ○ Excavation / Site Work | ○ Sanitary Pump Stations | |
| ○ Roadways & Parking Lots | ○ Specialty Concrete Repair and Coating | |
| | ○ Stormwater Management Construction | |

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

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

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

Kind Regards,

Marina Tsongranis

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