

APPROVED IN OPEN SESSION

DEC 14 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

SECTION 00500
FORM OF AGREEMENT
BETWEEN THE
COUNTY OF MANATEE, FLORIDA
AND THE CONTRACTOR AS IDENTIFIED BELOW
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and RTD Construction Inc. hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 5344 9th Street, Zephyrhills, Florida 33541, Phone Number (813) 783-9119.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 10-3138-DS Filter Piping Improvements at the Southwest Water Reclamation Facility in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the OWNER and Mr. David Wilcox, PE, Project Engineer, URS – Engineering hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
Public Works Department
Project Management Division
Attn: Mr. Jeff Streittmatter
Project Manager
IFB# 10-3138-DS
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450, Ext. 7335

URS

Attn: Mr. David Wilcox, P.E.
Project Engineer
IFB# 10-3138-DS
7650 W. Courtney Campbell Cswy.
Tampa, Florida 33607
Phone (813) 286-1711

Where the terms ENGINEER and/or OWNER are used in the Contract Documents, it shall mean the OWNER'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER'S approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the OWNER.

Article 4. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document IFB#10-3138-DS.
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers 1 to 2, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5.

MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #10-3138-DS, Filter Piping Improvements at the Southwest Water Reclamation Facility) subject to additions and deductions as provided therein, the sum of One Million eight hundred twenty six thousand three hundred seventy dollars and zero Cents (\$ 1,826,370.00) for Bid "B" based on Completion Time of 365 calendar days and the sum of \$1,914.00 as liquidated damages for each calendar day of delay.

RID Construction, Inc.
CONTRACTOR

BY: Dannie E. Jordan
Signature



Dannie E. Jordan, President
Name and Title of Signer (printed)

Date: _____

MANATEE COUNTY GOVERNMENT

BY: R. C. Cuthbert For the County
Signature

R. C. "Rob" Cuthbert, C.P.M.; CPPO, Purchasing Official
Name and Title of Signer

Date: December 14, 2010



FLORIDA SURETY BONDS, INC. ORIGINAL

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

November 11, 2010

County of Manatee
1022 26th Avenue East
Bradenton, FL 34208

Re: *Authority to Date Bonds and Powers of Attorney*
Principal: RTD Construction, Inc.

Bond No.: 5873194

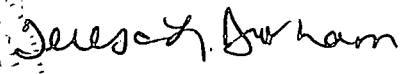
Project: IFB No. 10-3138-DS, Filter Piping Improvements at the Southwest Water Reclamation Facility, Manatee County, Florida

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once *dated*, please *fax* a copy of the bonds to our office.

Sincerely,
Westfield Insurance Company


Teresa L. Durham
Attorney-in-Fact and
Florida Licensed Resident Agent

APPROVED IN OPEN SESSION

DEC 14 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

THE AMERICAN INSTITUTE OF ARCHITECTS



APPROVED IN OPEN SESSION

DEC 14 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Bond No.: 5873194

Executed in 3 Counterpart(s)

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that RTD Construction, Inc.

(Here insert full name and address or legal title of Contractor)

5344 9th Street

Zephyrhills, FL 33542

(813) 783-9119

as Principal, hereinafter called Contractor, and, Westfield Insurance Company

PO Box 5001

(Here insert full name and address or legal title of Surety)

Westfield Center, OH 44251-5001

(330) 887-0101

as Surety, hereinafter called Surety, are held and firmly bound unto

County of Manatee

(Here insert full name and address or legal title of Owner)

1022 26th Avenue East

Bradenton, FL 34208

(941) 708-7450

as Obligee, hereinafter called Owner, in the amount of One Million Eight Hundred Twenty-Six Thousand Three Hundred Seventy and 00/100

Dollars (\$ 1,826,370.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name and address and description of project) IFB No. 10-3138-DS

Filter Piping Improvements at the Southwest Water Reclamation Facility, Manatee County, Florida

in accordance with Drawings and Specifications prepared by URS

(Here insert full name and address or legal title of Architect)

7650 W. Courtney Campbell Cswy.

Tampa, FL 33607

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

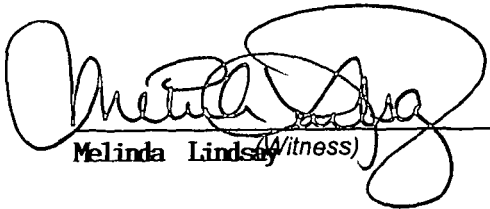
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

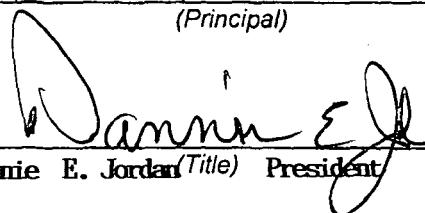
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

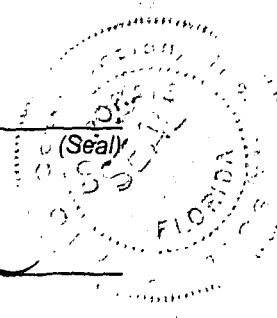
THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

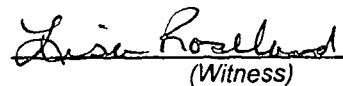
Signed and sealed this

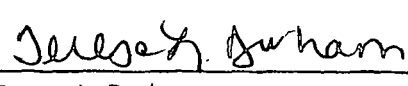
day of

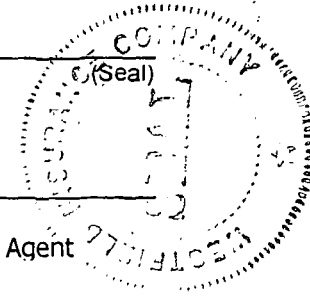

Melinda Lindsay (Witness)

RTD Construction, Inc.
(Principal)

Dannie E. Jordan (Title) President




Lisa Roseland (Witness)

Westfield Insurance Company
(Surety)

Teresa L. Durham
Attorney-in-Fact and FL Lic. Resident Agent
Inquiries: (407) 786-7770



THE AMERICAN INSTITUTE OF ARCHITECTS



APPROVED IN OPEN SESSION

DEC 14 2010

Bond No.: 5873194

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Executed in 3 Counterpart (s)

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that RTD Construction, Inc.

(Here insert full name and address or legal title of Contractor)

5344 9th Street
Zephyrhills, FL 33542

(813) 783-9119

as Principal, hereinafter called Principal, and, Westfield Insurance Company

PO Box 5001

(Here insert full name and address or legal title of Surety)

Westfield Center, OH 44251-5001

(330) 887-0101

as Surety, hereinafter called Surety, are held and firmly bound unto County of Manatee

(Here insert full name and address or legal title of Owner)

1022 26th Avenue East
Bradenton, FL 34208

(941) 708-7450

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

amount of One Million Eight Hundred Twenty-Six Thousand Three Hundred Seventy and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 1,826,370.00).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name and address and description of project) IFB No. 10-3138-DS

Filter Piping Improvements at the Southwest Water Reclamation Facility, Manatee County, Florida

in accordance with Drawings and Specifications prepared by URS

(Here insert full name and address or legal title of Architect)

7650 W. Courtney Campbell Cswy.

Tampa, FL 33607

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

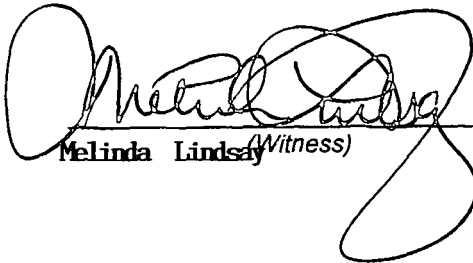
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

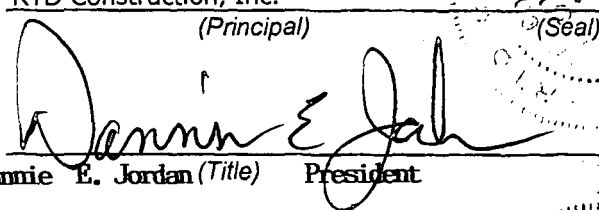
THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

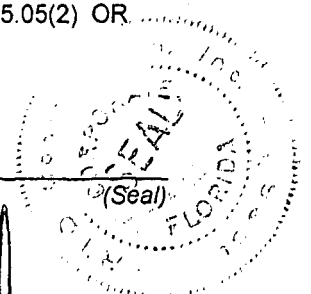
Signed and sealed this

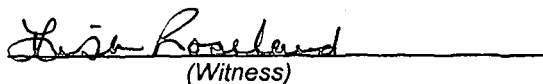
day of


Melinda Lindsay (Witness)

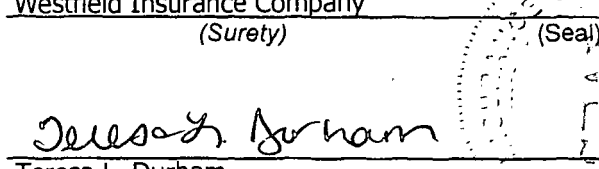
RTD Construction, Inc.
(Principal)

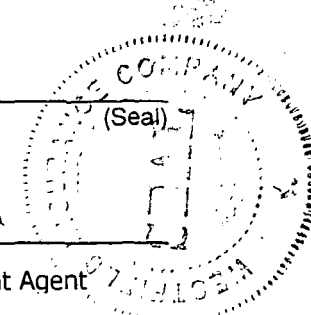

Dannie E. Jordan (Title) President




Lisa Rowland (Witness)

Westfield Insurance Company
(Surety)


Teresa L. Durham
Attorney-in-Fact and FL Lic. Resident Agent
Inquiries: (407) 786-7770



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/13/10, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0990992 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DON BRAMLAGE, JEFFREY W. REICH, LESLIE M. DONAHUE, SUSAN L. REICH, PATRICIA L. SLAUGHTER, GLORIA A. RICHARDS, TERESA L. DURHAM, LISA A. ROSELAND, CHERYL FOLEY, J. GREGORY MACKENZIE, JOINTLY OR SEVERALLY

of MAITLAND and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 13th day of APRIL A.D., 2010.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 13th day of APRIL A.D., 2010, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of



Signature of Frank A. Carrino Secretary



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

11/15/10

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

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

PRODUCER Wallace Welch & Willingham Inc 300 First Avenue South, 5th Fl P.O. Box 33020 St. Petersburg, FL 33733 Edward S. Collins		727-522-7777 727-521-2902	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RTDCO-1	
INSURED RTD Construction, Inc. 5344 9th Street Zephyrhills, FL 33542		INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Companies INSURER B : Bituminous Fire & Marine Ins. INSURER C : American Guarantee & Liability INSURER D : Mt. Hawley Ins. Co. INSURER E : AGCS Marine Ins. Co. INSURER F :		NAIC # 19488 20109 26247

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

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

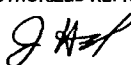
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			CLP3274167	06/30/10	06/30/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			CAP3538857	06/30/10	06/30/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB			AUC926628800	06/30/10	06/30/11	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2070309	06/30/10	06/30/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			EGL0001091	01/01/10	01/01/11	1,000,000
E	Leased &Rented			MXI93019402	06/30/10	06/30/11	Equipment 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: IFB#10-3138- DS /Project File: 6077180 6.2

The County of Manatee, Florida is added as Additional Insured with regard to General Liability and Auto (Follow Form). Waiver of Subrogation is in favor of Manatee County, Florida with regard to Workers Compensation, General Liability and Auto. >>>

CERTIFICATE HOLDER**CANCELLATION**

MANCOU6 Manatee County Government Public Works Department Project Div/Donna Stevens 1022 26th Avenue E Brandon, FL 34208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

11/15/10

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

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

PRODUCER Wallace Welch & Willingham Inc 300 First Avenue South, 5th Fl P.O. Box 33020 St. Petersburg, FL 33733 Edward S. Collins	727-522-7777 727-521-2902	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RTDCO-1	FAX (A/C, No):
INSURED RTD Construction, Inc. 5344 9th Street Zephyrhills, FL 33542		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Amerisure Companies	19488
		INSURER B: Bituminous Fire & Marine Ins.	20109
		INSURER C: American Guarantee & Liability	26247
		INSURER D: Mt. Hawley Ins. Co.	
		INSURER E: AGCS Marine Ins. Co.	
		INSURER F:	

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

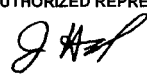
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CLP3274167	06/30/10	06/30/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP3538857	06/30/10	06/30/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$			AUC926628800	06/30/10	06/30/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2070309	06/30/10	06/30/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			EGL0001091	01/01/10	01/01/11	1,000,000
E	Leased &Rented			MXI93019402	06/30/10	06/30/11	Equipment 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: IFB#10-3138- DS /Project File: 6077180 6.2

The County of Manatee, Florida is added as Additional Insured with regard to General Liability and Auto (Follow Form). Waiver of Subrogation is in favor of Manatee County, Florida with regard to Workers Compensation, General Liability and Auto. >>>

CERTIFICATE HOLDER	CANCELLATION
MANCOU6 Manatee County Government Public Works Department Project Div/Donna Stevens 1022 26th Avenue E Brandon, FL 34208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER Wallace Welch & Willingham Inc 300 First Avenue South, 5th Fl P.O. Box 33020 St. Petersburg, FL 33733 Edward S. Collins	727-522-7777 727-521-2902	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RTDCO-1	FAX (A/C, No):
INSURED RTD Construction, Inc. 5344 9th Street Zephyrhills, FL 33542	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Assurance Company of America	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

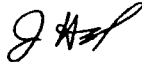
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Builders Risk & Installation			EC03867670	08/17/10	08/17/11	Project	2,825,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Deductible: \$5,000 Applies/ 7 Consecutive Day Waiting Period for Soft Cost.
 Testing Coverage Included in the Project Site Limit/Ded \$5000
 30 Days Notice Given for Cancellation/ 10 Days Notice for Non Payment of Premium. The County of Manatee, Florida is added as Additional Insured
 Project: IFB#10-3138-DS/ Project File: 6077180 6.2 >>>

CERTIFICATE HOLDER**CANCELLATION**

COUMAN1 Manatee County Government Public Works Department, Project Div/Donna Stevens 1022 26th Avenue E Brandenton, FL 34208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

11/15/10

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PRODUCER Wallace Welch & Willingham Inc 300 First Avenue South, 5th Fl P.O. Box 33020 St. Petersburg, FL 33733 Edward S. Collins	727-522-7777 727-521-2902	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RTDCO-1	FAX (A/C, No):
INSURED Manatee County Government Publics Works Department Project Management Division c/o RTD Construction, Inc. 5344 9th Street Zephyrhills, FL 33542	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Bituminous Casualty Corp.		20095
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			OCP3545154	12/01/10	12/01/11	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Owner/Cont Prot.						PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y / <input type="checkbox"/> N				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Manatee, Florida and URS, Mr. David Wilcox P.E. are added as Additional Insured.
Project: IFB#10-3138-DS/Project File:6077180 6.2
Filter Piping Improvements at the Southwest Water Reclamation Facility
30 Days Notice for Cancellation/10 Days for Non Payment of Premium

CERTIFICATE HOLDER**CANCELLATION**

MANCOU6	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Manatee County Government Public Works Department Project Div/Donna Stevens 1022 26th Avenue E Brandenton, FL 34208	AUTHORIZED REPRESENTATIVE

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ORIGINAL



620 N. Wymore Road, Suite 200
Maitland, FL 32751

(407) 786-7770 ♦ Fax (407) 786-7766
Toll Free (888) 786-BOND ♦ Fax (888) 718-BOND

www.FloridaSuretyBonds.com

****NOTICE****

255.05 Florida Statutes requires that YOU, the Contractor, RECORD ALL PUBLIC BONDS with the Clerk of the County where the project is located, prior to commencement. FAILURE TO PROPERLY RECORD A BOND may convert it from a Statutory Bond to a Common Law Bond potentially INVITING PREVIOUSLY EXCLUDED CLAIMANTS.

Legal precedent shows the Courts have ruled in favor of Claimants against the Contractor where a bond has not been properly recorded. We strongly encourage you to record your bonds.

Attached is an EXTRA RECORDING COPY of your Performance and Payment Bond. We will continue to send you an extra original each time you request a bond.

Sincerely,

The FSB Team



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

November 11, 2010

County of Manatee
1022 26th Avenue East
Bradenton, FL 34208

Re: *Authority to Date Bonds and Powers of Attorney*
Principal: RTD Construction, Inc.

Bond No.: 5873194

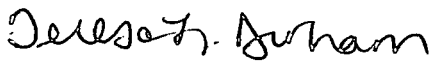
Project: IFB No. 10-3138-DS, Filter Piping Improvements at the Southwest Water Reclamation Facility, Manatee County, Florida

Dear Sir or Madam:

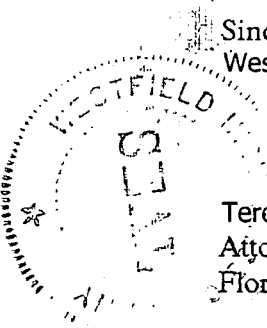
Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once *dated*, please *fax* a copy of the bonds to our office.

Sincerely,
Westfield Insurance Company



Teresa L. Durham
Attorney-in-Fact and
Florida Licensed Resident Agent



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.: 5873194

Executed in 3 Counterpart(s)

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that RTD Construction, Inc.

(Here insert full name and address or legal title of Contractor)

5344 9th Street

Zephyrhills, FL 33542

(813) 783-9119

as Principal, hereinafter called Contractor, and, Westfield Insurance Company

PO Box 5001

(Here insert full name and address or legal title of Surety)

Westfield Center, OH 44251-5001

(330) 887-0101

as Surety, hereinafter called Surety, are held and firmly bound unto

County of Manatee

(Here insert full name and address or legal title of Owner)

1022 26th Avenue East

Bradenton, FL 34208

(941) 708-7450

as Obligee, hereinafter called Owner, in the amount of One Million Eight Hundred Twenty-Six Thousand Three Hundred Seventy and 00/100

Dollars (\$ 1,826,370.00).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name and address and description of project) IFB No. 10-3138-DS

Filter Piping Improvements at the Southwest Water Reclamation Facility, Manatee County, Florida

in accordance with Drawings and Specifications prepared by URS

(Here insert full name and address or legal title of Architect)

7650 W. Courtney Campbell Cswy.

Tampa, FL 33607

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon termination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

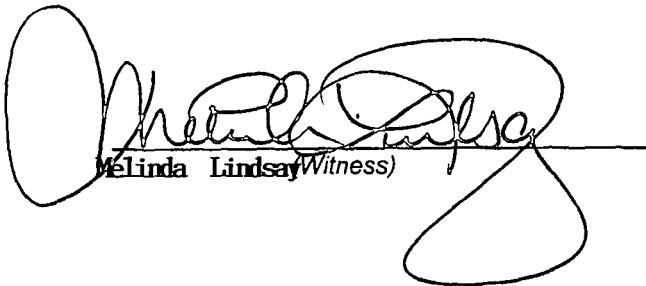
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

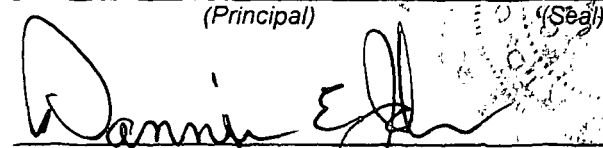
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

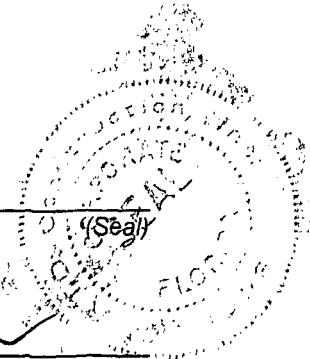
THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

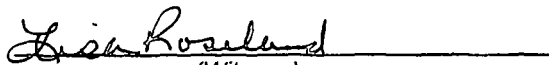
Signed and sealed this

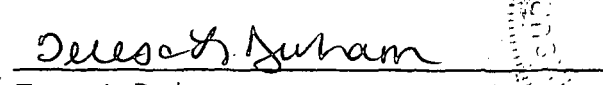
day of

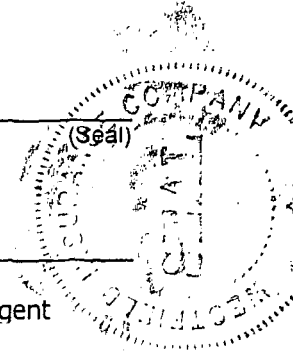

Melinda Lindsay (Witness)

RTD Construction, Inc.
(Principal)

Dannie E. Jordan (Title) President




Lisa Roseland
(Witness)

Westfield Insurance Company
(Surety)

Teresa L. Durham
Attorney-in-Fact and FL Lic. Resident Agent
Inquiries: (407) 786-7770



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.: 5873194

Executed in 3 Counterpart (s)

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that RTD Construction, Inc.

(Here insert full name and address or legal title of Contractor)

5344 9th Street
Zephyrhills, FL 33542

(813) 783-9119

as Principal, hereinafter called Principal, and Westfield Insurance Company

PO Box 5001

(Here insert full name and address or legal title of Surety)

Westfield Center, OH 44251-5001

(330) 887-0101

as Surety, hereinafter called Surety, are held and firmly bound unto County of Manatee

(Here insert full name and address or legal title of Owner)

1022 26th Avenue East
Bradenton, FL 34208

(941) 708-7450

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

amount of One Million Eight Hundred Twenty-Six Thousand Three Hundred Seventy and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 1,826,370.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Owner for

(Here insert full name and address and description of project) IFB No. 10-3138-DS

Filter Piping Improvements at the Southwest Water Reclamation Facility, Manatee County, Florida

in accordance with Drawings and Specifications prepared by URS

(Here insert full name and address or legal title of Architect)

7650 W. Courtney Campbell Cswy.

Tampa, FL 33607

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

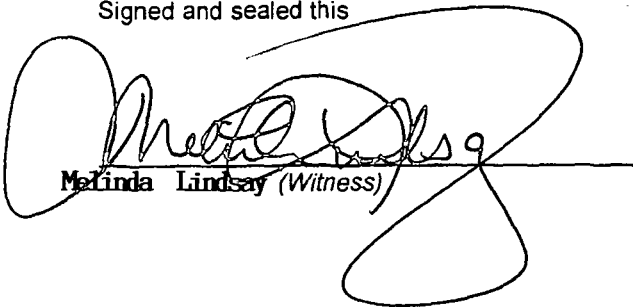
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

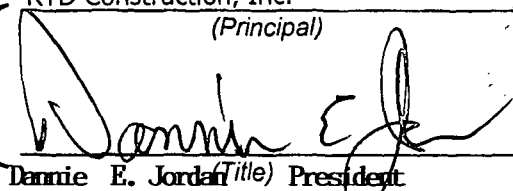
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

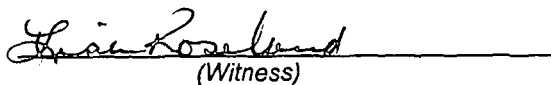
THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

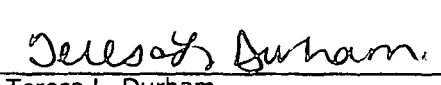
Signed and sealed this

day of


Melinda Lindsay (Witness)

RTD Construction, Inc.
(Principal) (Seal)

Dannie E. Jordan (Title) President


Lisa Rosemond (Witness)

Westfield Insurance Company
(Surety) (Seal)

Teresa L. Durham
Attorney-in-Fact and FL Lic. Resident Agent
Inquiries: (407) 786-7770

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/13/10, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0990992 00

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, JEFFREY W. REICH, LESLIE M. DONAHUE, SUSAN L. REICH, PATRICIA L. SLAUGHTER, GLORIA A. RICHARDS, TERESA L. DURHAM, LISA A. ROSELAND, CHERYL FOLEY, J. GREGORY MACKENZIE, JOINTLY OR SEVERALLY

of MAITLAND and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 13th day of APRIL A.D., 2010 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 13th day of APRIL A.D., 2010 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

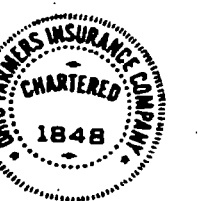


William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

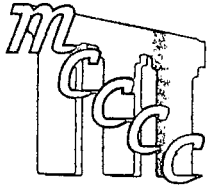
I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 ◊ Bradenton, Florida 34206 ◊ (941) 749-1800 ◊ FAX (941) 741-4082 ◊ www.manateesclerk.com

December 17, 2010

TO: RTD Construction, Inc.
5344 9th Street
Zephyrhills, Florida 33542

FROM: Clerk of Circuit Court
Board Records Department
Vicki P. Jarratt
P.O. Box 25400
Bradenton, Florida 34206

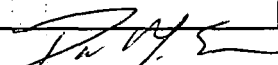
RE: Agreement - Filter Piping Improvements at the Southwest Water Reclamation Facility

ACCEPTED: In open session by the Manatee County Board of County Commissioners on **December 14, 2010.**

RBS:vpj
Enclosure

cc: Board Records
Donna Stevens, Purchasing
Jeff Streitmatter, Project Management
Marsha Colburn, Public Works Department

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT	Authorization to Award IFB # 10-3138-DS Filter Piping Improvements at the Southwest Water Reclamation Facility	TYPE AGENDA ITEM	Consent
DATE REQUESTED	12/14/2010	DATE SUBMITTED/REVISED	12/3/2010
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Financial Management/Purchasing	AUTHORIZED BY TITLE	Jim Seuffert, Director
CONTACT PERSON TELEPHONE/EXTENSION	Donna M. Stevens, Purchasing x 7528 R.C. "Rob" Cuthbert, CPM, CPPO Purchasing x 3014	PRESENTER/TITLE TELEPHONE/EXTENSION	Bruce Simington, Project Management Div. Mgr, Public Works X 7331.
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Award IFB#10-3138-DS Filter Piping Improvements at the Southwest Water Reclamation Facility to RTD Construction Inc., Zephyrhills, Florida in the amount of \$1,826,370.00 (Option "B"- 365 calendar days); and authorize the County Administrator, or his designee to execute contract documents, payment/performance bonds and acceptance of insurances.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance, Section 2-26-40 and the Standards and Procedures approved by the County Administrator.

BACKGROUND/DISCUSSION

The work included in this contract consists of the construction of upsizing the influent and effluent piping at the existing automatic backwash filters at the Manatee County Southwest Water Reclamation Facility (SWWRF), including relocating existing process piping and electrical systems. All the work under this contract is located in easements, rights-of-way, and property owned by Manatee County.

APPROVED IN OPEN SESSION

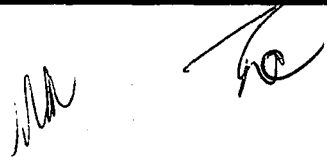
- Funding Utility rates.
- See page 2 for further details

DEC 14 2010

Check appropriate box	BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: (___))
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
Department Memo dated 10.28.10 Engineer of Record recommendation 10.26.10 Bid Tabulation (8 pages) Bid Summary (1 page) Agreements (2 originals) Performance/Payment Bonds (2 originals) Insurance Certificate (2 sets)	Originals to Board Records: One original RTD Construction Inc. 5344 9 th Street Zephyrhills, FL 33542 Copy of Signature Page to Donna M. Stevens /Purchasing Copy of Signaure page to Jeff Streitmatter ,Project Management, Public Works Department and Marsha Colburn, Public Works Department
COST: \$1,826,370.00	SOURCE (ACCT # & NAME): 4046077180-534000/6077180/004
COMMENTS: N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT) N/A

12-17-10-VJ



- 9/2/2010 through 10/19/2010, appropriate bid procedures were followed. Notice of Bid availability was broadcast to One thousand twenty (1020) suppliers via Onvia DemandStar, www.mymanatee.org and to careym@manateechamber.com websites. Sixteen (16) supplemental suppliers were added to the plan holders list. Fifty seven (57) plan holders were noted on Demand Star. A total of six (6) total bids were received. two (2) bids were from Manatee County, one (1) from Alachua County, one (1) from Orange County, one (1) from Pasco County, and one (1) from Polk County.
- The bids received from the two firms in Manatee County were substantially higher in their bid offering than the awarded contractor from Zephyrhills Florida.

Manatee County firms:

TLC Diversified Inc.	offering	\$1,916,000.00 (Bid A & Bid B)
Westra Construction Corp.	offering	\$2,332,000.00 (Bid A & Bid B)

Alachua County firm:

Beach Construction Comp. Inc	offering	\$1,880,000.00 (Bid A & Bid B)
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Pasco County firm:

RTD Construction Inc.	offering	\$1,826,370.00
-----------------------	----------	----------------

The bid provided by RTD Construction Inc. realizes a savings of approx. 3-28% comparative to other bids received.

This constitutes a 4.91% savings from TLC Diversified Inc.'s offer and a 27.68% savings from Westra Construction's offer.

This constitutes a 2.94% savings from Beach Construction Comp. Inc's offer.

- Attached find the ascending dollar value bids received.

APPROVED IN OPEN SESSION

DEC 14 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

MEMORANDUM



PUBLIC WORKS DEPARTMENT

Project Management
1022 26th Avenue E.
Bradenton, FL 34208

Phone: 941-708-7450
Fax: 941-708-7549
www.myanatee.org

**MANATEE COUNTY
FLORIDA**

To: R.C. "Rob" Cuthbert, C.P.M., C.P.P.O., Purchasing Manager
From: Bruce Simington, Project Management Division Manager
Date: October 28, 2010
Subject: SWWRF - Facility Pipe Adjustments for Filters
RTD Construction, Inc.
Recommendation for Award - IFB #10-3138-DS

The bids for the above referenced project have been reviewed by staff. The bid tabulation form is attached for your review. It is recommended that the contract Bid "B", with a construction time of 365 days be awarded to the lowest responsive, responsible bidder, RTD Construction, Inc. in the amount of \$1,826,370 and in accordance with the terms and conditions of the bid package. Upon completion of project award, please provide a copy of the purchase order assigned to the contractor. The funding source for this contract is Utility Rates.

The amount currently encumbered is less than the proposed contract amount, and a budget amendment will be prepared to fully fund the project prior to the contract award.

Please contact Jeff Streitmatter if you have any questions regarding the attached documents.

Thank you for your continued assistance.

Cc: Daniel T. Gray, Director, Utilities
Ron Schulhofer, Director, Public Works
Sia Mollanazar, P.E., Deputy Director, Engineering Services
Jeff Streitmatter, Project Manager
Prony Bonnaire Fils, Sr. Engineering Tech. w/attachments
Project File: 6077180 9.2



October 26, 2010

Mr. Jeffery Streitmatter
Project Manager
Manatee County Public Works
1022 26th Avenue East
Bradenton, Florida 34208

RECEIVED

OCT 29 2010

PUBLIC WORKS
TRANS SYS. MGMT.

**RE: Filter Piping Improvements at the Southwest Water Reclamation Facility
Bid Tabulation and Review, IFB #10-3138-DS**

Dear Mr. Streitmatter:

Bids for the above reference project were received on October 19, 2010. A total of six contractors submitted bids. Bid prices ranged from a high of \$2,332,000 (submitted by Westra Construction Corporation) to a low of \$1,826,370 (submitted by RTD Construction, Inc.) as shown in the attached tabulation of bids. All six of the proposals included all of the documentation required by Manatee County and were considered to be complete. However, RTD Construction, Inc. failed to properly notarize the Public Contracting and Environmental Crimes Certification form through omission of the notary's stamp. It is our understanding that the County will allow RTD to submit the notarized form, thereby making their bid complete. Per the County's bid opening practice, each contractor provided two base bids, "A" and "B". Base Bid "A" is for a completion time of 425 calendar days and Base Bid B is for a completion time of 365 calendar days. RTD Construction, Inc. was lowest on Bids "A" and "B" in the amount of \$1,826,370 each.

RTD Construction, Inc.'s bid included \$753,860 for Phase 1, which is approximately 40 percent of the total bid price. Per the attached letter from RTD dated October 22, 2010, this price is due to including all of the electrical and instrumentation work (\$350,000) in Phase 1. In addition, RTD included the cost for the line stop in Phase 1 in error, as it is part of the Phase 3 work. Eliminating the electrical and instrumentation work, the price for Phase 1 would be \$403,860, or approximately 22 percent of the project price. Since the 42" hot tap of the existing 54" PCCP line is included in Phase 1, this percent appears reasonable. We see no issue with the electrical and instrumentation work being included in the Phase 1 price. The Schedule of values will provide a more detailed breakdown, allowing for payment of only the work completed. Since the electrical and instrumentation work will occur throughout the project, payment for bid item Phase 1 will likely not be complete until the project is completed. Therefore, in our opinion this bid is not "front-end loaded."

The Florida Department of Business and Professional Regulation's website was used to determine the status of the low bidder's license. The license of RTD Construction, Inc. is current/active and no complaints are on file. RTD Construction, Inc. has favorably completed several jobs for Manatee County, including the new Lake Filter System and Automatic Backwash Filters at the North Water Reclamation Facility. In addition, RTD Construction, Inc. is currently constructing the 5th Clarifier project at the Southwest Water Reclamation Facility adjacent to the site for the proposed filter piping improvements. URS Corporation has also worked with RTD Construction, Inc. on multiple projects and we have found their work to be satisfactory.

URS Corporation
7650 West Courtney
Campbell Causeway
Tampa, FL 33607-1462
Tel: 813.286.1711
Fax: 813.287.8591



Based upon the information provided with each bid, and in consideration of the terms and conditions set forth in the contract documents, URS Corporation Southern recommends that this project be awarded to RTD Construction, Inc. for the amount of \$1,826,370 to be completed in 365 calendar days (Base Bid "B").

Please feel free to contact me at (813) 636-2198 if you have any questions.

Sincerely,

URS Corporation Southern

A handwritten signature in black ink, appearing to read "D. Wilcox", with a long horizontal line extending to the right.

David A. Wilcox, P.E.
Project Manager
Water/Wastewater Group

cc: File 12009188 – 8300 (Final Bids)

enclosures: Letter from RTD Construction, Inc. dated October 22, 2010

RTD

CONSTRUCTION, INC.
CG-C060736 • CU-C057278

P.O. BOX 2439
ZEPHYRHILLS, FL 33539-2439

PH. 813-783-9119
FAX. 813-783-9333

October 22, 2010

URS Corporation
7650 W. Courtney Campbell Causeway
Suite 700
Tampa, FL 33607

ATTN: David Wilcox, P.E. Project Manger

RE: Filter Piping Improvements at the Southwest Water Reclamation Facility
IFB #10-3138-DS

SUBJECT: Unbalanced RTD Bid Proposal

Dear David,

Following up on your question regarding our submitted bid proposal pricing for Phase 1 for the above referenced Project, RTD responds as follows:

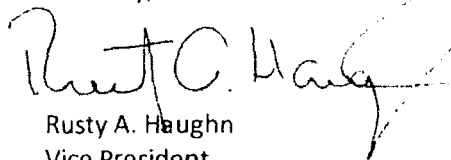
Bid Documents did not specifically provide us with a breakdown how we were supposed to spread the electrical and instrumentation quoted numbers. RTD placed the entire amount of these quotes, \$350,000, into Phase 1 pricing. Furthermore, we included the price for the 36" line stop work in Phase 1 when it should have been in Phase 3 pricing.

Had we placed the line stop work where it was supposed to be and spread the electrical and instrumentation quotes throughout all the bid items, our bid pricing per phase would obviously be quite different.

We do not see this as an issue due to the fact we will be required to provide an acceptable and approvable Schedule of Values breakdown of our bid pricing after we are awarded a Contract.

Feel free to contact me should you need additional information.

Sincerely,



Rusty A. Haughn
Vice President
RTD Construction, Inc.

BID SUMMARY IFB# 10-3138-DS

Filter Piping Improvements at the Southwest Water Reclamation Facility

BID OPENING October 19, 2010

3:00 pm

CONTRACTOR	BID "A" 425 CALENDAR DAYS	BID "B" 365 CALENDAR DAYS
RTD Construction Inc. 5344 9th Street Zephyrhills FL 33541 (PASCO COUNTY)	\$1,826,370.00	\$1,826,370.00
Beach Construction Comp. Inc. 4454 SW 41st Boulevard Gainesville, FL 32608 (ALACHUA COUNTY)	\$1,880,000.00	\$1,880,000.00
TLC Diversified Inc. 2719 17th St. E. Palmetto, FL 34221 (MANATEE COUNTY)	\$1,916,000.00	\$1,916,000.00
Prime Construction Group Inc. 1000 Jetstream Drive Orlando FL 32824 (ORANGE COUNTY)	\$1,935,000.00	\$1,935,000.00
Vogel Bros. Building Co. 2720 Drane Field Road Lakeland, FL 33811 (POLK COUNTY)	\$2,190,000.00	\$2,190,000.00
Westra Construction Inc. 1263 12th Avenue East Palmetto FL 34221 (MANATEE COUNTY)	\$2,332,000.00	\$2,332,000.00

Filter Piping Improvements at the Southwest Water Reclamation Facility

				Beach Construction Comp., Inc. 4454 SW 41st Boulevard Gainesville, FL 32608 352-335-5556		Prime Construction Group, Inc. 1000 Jetstream Drive Orlando, FL 32824 407-856-8180		RTD Construction, Inc 5344 9th Street Zephyrhills, FL 33541 813-783-9119	
ITEM NO.	DESCRIPTION (BID A) 425 DAYS	UNITS	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Mobilization	LS	1	72,000.00	72,000.00	180,000.00	180,000.00	75,000.00	75,000.00
2	Work by Construction Phase								
2a	Phase 1	LS	1	320,000.00	320,000.00	550,000.00	550,000.00	753,860.00	753,860.00
2b	Phase 2	LS	1	120,000.00	120,000.00	170,000.00	170,000.00	78,840.00	78,840.00
2c	Phase 3	LS	1	110,000.00	110,000.00	147,000.00	147,000.00	131,950.00	131,950.00
2d	Phase 4	LS	1	85,000.00	85,000.00	85,000.00	85,000.00	62,310.00	62,310.00
2e	Phase 5	LS	1	45,000.00	45,000.00	37,000.00	37,000.00	56,440.00	56,440.00
2f	Phase 6	LS	1	190,000.00	190,000.00	246,000.00	246,000.00	213,290.00	213,290.00
2g	Phase 7	LS	1	210,000.00	210,000.00	215,000.00	215,000.00	146,890.00	146,890.00
3	Miscellaneous Work and Clean-Up	LS	1	428,000.00	428,000.00	5,000.00	5,000.00	7,790.00	7,790.00
4	Discretionary Work (Must Be Included)	LS	1	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
TOTAL PRICE:					1,880,000.00		1,935,000.00		1,826,370.00
Acknowledged Addendum # 1					yes		yes		yes
Acknowledged Addendum # 2					yes		yes		yes
Florida Trench Safety Act					yes		yes		yes
Contractor's Questionnaire					yes		yes		yes
Drug Free Work Place					yes		yes		yes
Public Contracting & Environmental Crimes Certification					yes		yes		yes*
Bid Bond Enclosed					yes		yes		yes
Site Visit Confirmed					yes		yes		yes
Affidavit submitted if applicable					no		no		no

RECEIVED

OCT 29 2010

PUBLIC WORKS
TRANS SYS. MGMT.

Filter Piping Improvements at the Southwest Water Reclamation Facility

				TLC Diversified, Inc 2719 17th Street East Palmetto, FL 34221 941-722-0621		Vogel Bros. Building Co. 2720 Drane Field Road Lakeland, FL 33811 863-646-5078		Westra Construction Corp. 1263 12th Avenue East Palmetto, FL 34221 941-723-1611	
ITEM NO.	DESCRIPTION (BID A) 425 DAYS	UNITS	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Mobilization	LS	1	59,000.00	59,000.00	100,000.00	100,000.00	221,000.00	221,000.00
2	Work by Construction Phase								
2a	Phase 1	LS	1	356,000.00	356,000.00	560,000.00	560,000.00	741,000.00	741,000.00
2b	Phase 2	LS	1	161,000.00	161,000.00	180,000.00	180,000.00	165,000.00	165,000.00
2c	Phase 3	LS	1	235,000.00	235,000.00	200,000.00	200,000.00	146,000.00	146,000.00
2d	Phase 4	LS	1	154,000.00	154,000.00	170,000.00	170,000.00	100,000.00	100,000.00
2e	Phase 5	LS	1	104,000.00	104,000.00	80,000.00	80,000.00	81,000.00	81,000.00
2f	Phase 6	LS	1	224,000.00	224,000.00	300,000.00	300,000.00	243,000.00	243,000.00
2g	Phase 7	LS	1	262,000.00	262,000.00	250,000.00	250,000.00	268,000.00	268,000.00
3	Miscellaneous Work and Clean-Up	LS	1	61,000.00	61,000.00	50,000.00	50,000.00	67,000.00	67,000.00
4	Discretionary Work (Must Be Included)	LS	1	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
TOTAL PRICE:					1,916,000.00		2,190,000.00		2,332,000.00
Acknowledged Addendum # 1					yes		yes		yes
Acknowledged Addendum # 2					yes		yes		yes
Florida Trench Safety Act					yes		yes		yes
Contractor's Questionnaire					yes		yes		yes
Drug Free Work Place					yes		yes		yes
Public Contracting & Environmental Crimes Certification					yes		yes		yes
Bid Bond Enclosed					yes		yes		yes
Site Visit Confirmed					yes		yes		yes
Affidavit submitted if applicable					no		no		no

NOTES:

* RTD Construction did not properly notarize Public Contracting & Environmental Crimes Certification form

PROJECT NAME: Filter Piping Improvements at the Southwest Water Reclamation Facility

PROJECT NUMBER: 6077180

PROJECT DESCRIPTION: Upsizing ABW Filter Piping & Relocating Exist. Piping & Electrical

PREPARED BY (ENGINEER):

[Signature] **UPS** 10-27-10
David A. Wilcox, P.E.

REVIEWED BY (PROJECT MANAGER):

[Signature] 10-29-10
Jon Strymatt

APPROVED BY (PURCHASER):

[Signature] 11/5/10
Donna Stevens

IFB# 10-3138-DS
Filter Piping Improvements at the Southwest Water Reclamation Facility

				Beach Construction Company, Inc. 4454 SW 41st Boulevard Gainesville, FL 32608 352-335-5556		Prime Construction Group, Inc. 1000 Jetstream Drive Orlando, FL 32824 407-856-8180		RTD Construction, Inc 5344 9th Street Zephyrhills, FL 33541 813-783-9119	
ITEM NO.	DESCRIPTION (BID B) 365 DAYS	UNITS	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Mobilization	LS	1	72,000.00	72,000.00	180,000.00	180,000.00	75,000.00	75,000.00
2	Work by Construction Phase								
2a	Phase 1	LS	1	320,000.00	320,000.00	550,000.00	550,000.00	753,860.00	753,860.00
2b	Phase 2	LS	1	120,000.00	120,000.00	170,000.00	170,000.00	78,840.00	78,840.00
2c	Phase 3	LS	1	110,000.00	110,000.00	147,000.00	147,000.00	131,950.00	131,950.00
2d	Phase 4	LS	1	85,000.00	85,000.00	85,000.00	85,000.00	62,310.00	62,310.00
2e	Phase 5	LS	1	45,000.00	45,000.00	37,000.00	37,000.00	56,440.00	56,440.00
2f	Phase 6	LS	1	190,000.00	190,000.00	246,000.00	246,000.00	213,290.00	213,290.00
2g	Phase 7	LS	1	210,000.00	210,000.00	215,000.00	215,000.00	146,890.00	146,890.00
3	Miscellaneous Work and Clean-Up	LS	1	428,000.00	428,000.00	5,000.00	5,000.00	7,790.00	7,790.00
4	Discretionary Work (Must Be Included)	LS	1	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
	TOTAL PRICE:				1,880,000.00		1,935,000.00		1,826,370.00
	Acknowledged Addendum # 1				yes		yes		yes
	Acknowledged Addendum # 2				yes		yes		yes
	Florida Trench Safety Act				yes		yes		yes
	Contractor's Questionnaire				yes		yes		yes
	Drug Free Work Place				yes		yes		yes
	Public Contracting & Environmental Crimes Certification				yes		yes		yes*
	Bid Bond Enclosed				yes		yes		yes
	Site Visit Confirmed				yes		yes		yes
	Affidavit submitted if applicable				no		no		no

Filter Piping Improvements at the Southwest Water Reclamation Facility

				TLC Diversified, Inc 2719 17th Street East Palmetto, FL 34221 941-722-0621		Vogel Brothers Building Co. 2720 Drane Field Road Lakeland, FL 33811 863-646-5078		Westra Construction Corp. 1263 12th Avenue East Palmetto, FL 34221 941-723-1611	
ITEM NO.	DESCRIPTION (BID B) 365 DAYS	UNITS	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	Mobilization	LS	1	59,000.00	59,000.00	100,000.00	100,000.00	221,000.00	221,000.00
2	Work by Construction Phase								
2a	Phase 1	LS	1	356,000.00	356,000.00	560,000.00	560,000.00	741,000.00	741,000.00
2b	Phase 2	LS	1	161,000.00	161,000.00	180,000.00	180,000.00	165,000.00	165,000.00
2c	Phase 3	LS	1	235,000.00	235,000.00	200,000.00	200,000.00	146,000.00	146,000.00
2d	Phase 4	LS	1	154,000.00	154,000.00	170,000.00	170,000.00	100,000.00	100,000.00
2e	Phase 5	LS	1	104,000.00	104,000.00	80,000.00	80,000.00	81,000.00	81,000.00
2f	Phase 6	LS	1	224,000.00	224,000.00	300,000.00	300,000.00	243,000.00	243,000.00
2g	Phase 7	LS	1	262,000.00	262,000.00	250,000.00	250,000.00	268,000.00	268,000.00
3	Miscellaneous Work and Clean-Up	LS	1	61,000.00	61,000.00	50,000.00	50,000.00	67,000.00	67,000.00
4	Discretionary Work (Must Be Included)	LS	1	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
TOTAL PRICE:					1,916,000.00		2,190,000.00		2,332,000.00
Acknowledged Addendum # 1					yes		yes		yes
Acknowledged Addendum # 2					yes		yes		yes
Florida Trench Safety Act					yes		yes		yes
Contractor's Questionnaire					yes		yes		yes
Drug Free Work Place					yes		yes		yes
Public Contracting & Environmental Crimes Certification					yes		yes		yes
Bid Bond Enclosed					yes		yes		yes
Site Visit Confirmed					yes		yes		yes
Affidavit submitted if applicable					no		no		no

NOTES:


* RTD Construction did not properly notarize Public Contracting & Environmental Crimes Certification form

PROJECT NAME: Filter Piping Improvements at the Southwest Water Reclamation Facility


PROJECT NUMBER: 6077180

PROJECT DESCRIPTION: Upsizing ABW Filter Piping & Relocating Exist. Piping & Electrical


PREPARED BY (ENGINEER):

 URS 10-27-10
David A. Wilcox, P.E.

REVIEWED BY (PROJECT MANAGER):

 10-29-10
Jeff Streimatter

APPROVED BY (PURCHASER):

 11/5/10
Donna Stevens