

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

12

FILE COPY

SUBJECT	Authorization to Award IFB #10-0824OV, 5 th Clarifier at the Southwest Water Reclamation Facility, Bradenton, FL	TYPE AGENDA ITEM	Consent
DATE REQUESTED	April 27, 2010	DATE SUBMITTED/REVISED	April 12, 2010
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Financial Management / Purchasing	AUTHORIZED BY TITLE	Jim Seuffer, Director
CONTACT PERSON TELEPHONE/EXTENSION	Olga Valcich, Purchasing x7527 R.C. "Rob" Cuthbert, CPM, CPPO, Purchasing x3014	PRESENTER/TITLE TELEPHONE/EXTENSION	Tim Hochuli, Deputy Director, Project Management Division x7348

ADMINISTRATIVE APPROVAL

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

Award of IFB#10-0824OV, 5th Clarifier at the Southwest Water Reclamation Facility, Bradenton, FL to RTD Construction of Zephyrhills, FL in the amount of \$2,724,630.00 (Option "B" – 365 calendar days) and authorize the County Administrator or his designee to execute the contract and related documents (insurance and payment / performance bonds).

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

- This work includes the construction of a new Clarifier 5 with associated RAS/WAS Pump Station and yard piping and modifications to the existing Clarifier 1 and 2 RAS/WAS Pump Station at the Southwest Reclamation Facility in Bradenton, FL.
- Background / Discussion continued on page 2.
- Funding Source(s): Utility Rates / Utilities 2006 Bond Fund / Sewer Facility Investment Fees

COUNTY ATTORNEY REVIEW

Check appropriate box	
<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:
---	---------------------------------------

<ol style="list-style-type: none"> 1. URS Corp, recommendation dated March 23, 2010 2. Department memo dated March 29, 2010 3. Bid Tabulation 4. Original Agreements (2 copies) 5. Payment / Performance Bonds (2 copies) 6. Certificate of Insurance (2 copies) 	Original to Board Records, RTD Construction, Inc., 5344 9 th Street, Zephyrhills, FL 33542. Copy of Signature page to Randi Dunsworth, Project Management Division and Olga Valcich, Purchasing Division.
--	--

COST: \$2,724,630.00	SOURCE (ACCT # & NAME): 404-6037282-534000-6037282-0004 / 412-6037282-534000-6037282-0004 / 406-6037282-534000-6037282-0004 (Utility Rates / Utilities 2006 Bond Fund/Sewer Facility Investment Fees)
-----------------------------	---

COMMENTS: N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT) N/A
----------------------	---

#1 MA Re

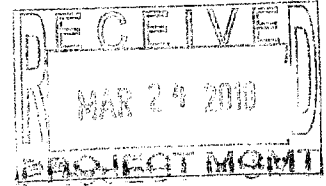
IFB #-10-0824-OV
5th Clarifier at the Southwest Water Reclamation Facility
Bradenton, FL
April 14, 2010

- The Work included in this contract consists of the construction of a new Clarifier 5 with associated RAS/WAS Pump Station and yard piping and modifications to the existing Clarifier 1 and 2 RAS/WAS Pump Station at the Manatee County Southwest Water Reclamation Facility (SWWRF). All work under this contract is located in easements, rights-of-way and property owned by Manatee County. Construction and record drawings shall fully meet all the requirements of current federal, state and county laws and rules, regulations and standards with the most stringent applying.
- 01/28/2010 thru 03/17/2010 appropriate bid procedures were followed. Notice of Bid availability was broadcast to one thousand eight hundred and fifty three (1,853) plan holders. One hundred and nine (109) plan holders downloaded copies of this bid. Notice of Bid availability was also made known through www.mymanatee.org and the Manatee Chamber of Commerce. A total of ten (10) actual bids were received. Two (2) bids were received from Manatee County, one (1) bid was received from a Sarasota contractor, one (1) bid from Pinellas County, and six (6) bids were received from other than local contractors as defined in Manatee County Code of Law, Section 2-26-6, Local Preference.
- The bids received from the two (2) Manatee County firms were higher than the bids submitted by other local firms:

TLC Diversified, Inc. Palmetto, FL	\$2,932,000.00 (Bid "A" and Bid "B")
---------------------------------------	--------------------------------------

Westra Construction Palmetto, FL	\$2,849,000.00 (Bid "A and Bid "B")
-------------------------------------	-------------------------------------

- 03/29/2010 Project Management submitted the recommendation to award the project to RTD Construction, Zephyrhills, FL the lowest responsive, responsible bidder in the amount of \$2,734,630.00 Bid "B" for a completion time of 365 calendar days. All required licensing has been verified.
- Funding source(s) for this contract is Utility Rates / Utilities 2006 Bond / Sewer Facility Investment Fees.



March 23, 2010

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

**RE: 5th Clarifier at the Southwest Water Reclamation Facility
Bid Tabulation and Review, IFB #10-0824-OV**

Dear Mr. Streitmatter:

Bids for the above reference project were received on March 17, 2010. A total of ten contractors submitted bids. Bid prices ranged from a high of \$3,487,000 (submitted by John J. Kirlin, LLC) to a low of \$2,724,630 (submitted by RTD Construction, Inc.) as shown in the attached tabulation of bids. All ten of the proposals included all of the documentation required by Manatee County and were considered to be 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 \$2,724,630 each.

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. URS Corporation has also worked with RTD Construction, Inc. on multiple projects and we have found their work to be satisfactory.

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 \$2,724,630 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

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

cc: File 12008492 - 8300(Final Bids)

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

MEMORANDUM



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

MANATEE COUNTY
FLORIDA

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

To: R.C. "Rob" Cuthbert, C.P.M., C.P.P.O., Purchasing Manager
From: Timothy A. Hochuli, P.E., Deputy Director *JAH 3/29/10*
Date: March 29, 2010
Subject: SWWRF - Clarifier 5
RTD Construction, Inc.
Recommendation for Award - IFB 10-0824-OV

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 \$2,724,630 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
Bruce Simington, Project Management Division Manager
Jeff Streitmatter, Project Manager
Stacey Stinton, Administrative Assistant, w/enc.
Marlene Marlatt, Sr. Administrative Specialist
Project File: 6037282 9.2

IFB# 10-0824-OV
5th Clarifier at the
Southwest Water Reclamation Facility
(Project No. 6037282)



ITY.	Beach Construction Company, Inc. PO Box 141860 Gainesville, FL 32614 352-335-5556		Brandes Design-Build, Inc. 2151 NE Coachman Road Clearwater, F 33765 727-445-7544		Cardinal Contractors, Inc. 2201 Canto Court, Suite 202 Sarasota, FL 34232 941-377-8555		Garney Companies, Inc. 3018 Michigan Ave. Kissimmee, FL 34744 407-846-3121		John J. Kirlin, LLC 3125 W Commercial Blvd, Ste 200 Ft. Lauderdale, FL 33309 954-739-8100		RTD Construction, Inc 5344 9th Street Zephyrhills, FL 33542 813-783-9119		TLC Diversified, Inc 2719 17th Street East Palmetto, FL 34221 941-722-0621		WDF/Nagelbush 1800 NW 49th Street, Ste 110 Fort Lauderdale FL 33309 954-736-3000		Westra Construction Corp. 1263 12th Avenue East Palmetto, FL 34221 941-723-1611		Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771 407-321-8410	
	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	250,000.00	250,000.00	225,000.00	225,000.00	70,655.00	70,655.00	275,000.00	275,000.00	209,000.00	209,000.00	244,988.00	244,988.00	134,000.00	134,000.00	250,000.00	250,000.00	162,000.00	162,000.00	245,000.00	245,000.00
1	2,484,000.00	2,484,000.00	2,383,000.00	2,383,000.00	2,502,206.00	2,502,206.00	2,373,000.00	2,373,000.00	3,013,000.00	3,013,000.00	2,219,642.00	2,219,642.00	2,524,000.00	2,524,000.00	2,868,554.00	2,868,554.00	2,433,000.00	2,433,000.00	2,662,000.00	2,662,000.00
1	3,000.00	3,000.00	25,000.00	25,000.00	21,741.00	21,741.00	50,000.00	50,000.00	15,000.00	15,000.00	10,000.00	10,000.00	24,000.00	24,000.00	100,000.00	100,000.00	4,000.00	4,000.00	5,000.00	5,000.00
1	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
		2,987,000.00		2,883,000.00		2,844,602.00		2,948,000.00		3,487,000.00		2,724,630.00		2,932,000.00		3,468,554.00		2,849,000.00		3,162,000.00
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes

PROJECT NAME:	5th Clarifier at the Southwest Water Reclamation Facility
PROJECT NUMBER:	6037282
PROJECT DESCRIPTION:	New 5th secondary clarifier, RAS/WAS pump station, and underground piping
PREPARED BY (ENGINEER):	<i>[Signature]</i> David Wilcox, P.E.
REVIEWED BY (PROJECT MANAGER):	<i>[Signature]</i> Jeff Schreffler
APPROVED BY (PURCHASER):	<i>[Signature]</i> John Vucich

IFB# 10-0824-OV
5th Clarifier at the
Southwest Water Reclamation Facility
(Project No. 6037282)



ITY.	Beach Construction Company, Inc. PO Box 141860 Gainesville, FL 32614 352-335-5556		Brandes Design-Build, Inc. 2151 NE Coachman Road Clearwater, F 33765 727-445-7544		Cardinal Contractors, Inc. 2201 Cantu Court, Suite 202 Sarasota, FL 34232 941-377-8555		Garney Companies, Inc. 3018 Michigan Ave. Kissimmee, FL 34744 407-846-3121		John J. Kirtin, LLC 3125 W Commercial Blvd, Ste 200 Ft. Lauderdale, FL 33309 954-739-8100		RTD Construction, Inc. 5344 9th Street Zephyrhills, FL 33542 813-783-9119		TLC Diversified, Inc. 2719 17th Street East Palmetto, FL 34221 941-722-0621		WDF/Nagelbush 1800 NW 49th Street, Ste 110 Fort Lauderdale FL 33309 954-736-3000		Westra Construction Corp. 1263 12th Avenue East Palmetto, FL 34221 941-723-1611		Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771 407-321-8410	
	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)	UNIT PRICE (\$)	EXTENDED PRICE (\$)
I	250,000.00	250,000.00	225,000.00	225,000.00	70,655.00	70,655.00	275,000.00	275,000.00	209,000.00	209,000.00	244,988.00	244,988.00	134,000.00	134,000.00	250,000.00	250,000.00	162,000.00	162,000.00	245,000.00	245,000.00
I	2,484,000.00	2,484,000.00	2,383,000.00	2,383,000.00	2,502,206.00	2,502,206.00	2,373,000.00	2,373,000.00	3,013,000.00	3,013,000.00	2,219,642.00	2,219,642.00	2,524,000.00	2,524,000.00	2,868,554.00	2,868,554.00	2,433,000.00	2,433,000.00	2,662,000.00	2,662,000.00
I	3,000.00	3,000.00	25,000.00	25,000.00	21,741.00	21,741.00	50,000.00	50,000.00	15,000.00	15,000.00	10,000.00	10,000.00	24,000.00	24,000.00	100,000.00	100,000.00	4,000.00	4,000.00	5,000.00	5,000.00
I	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00
		2,987,000.00		2,883,000.00		2,844,602.00		2,948,000.00		3,487,000.00		2,724,630.00		2,932,000.00		3,468,554.00		2,849,000.00		3,162,000.00
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes
		did not submit		yes		yes		yes		yes		yes		yes		yes		yes		yes
		no		yes		yes		yes		yes		yes		yes		yes		yes		yes
		yes		yes		yes		yes		yes		yes		yes		yes		yes		yes

PROJECT NAME:	5th Clarifier at the Southwest Water Reclamation Facility
PROJECT NUMBER:	6037282
PROJECT DESCRIPTION:	New 5th secondary clarifier, RAS/WAS pump station, and underground piping
PREPARED BY (ENGINEER):	<i>D. Wilcox</i> URS David Wilcox, P.E.
REVIEWED BY (PROJECT MANAGER):	<i>Jeff S. [Signature]</i> Jeff S. [Signature]
APPROVED BY (PURCHASER):	<i>[Signature]</i> [Signature]

IFB #10-0824-OV
5th Clarifier – Southwest Water
Reclamation Facility, Bradenton, FL

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 "COUNTY" 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, FL 33542.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. IFB#10-0824-OV, 5th Clarifier at the Southwest Water Reclamation Facility, Bradenton, FL 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 COUNTY and URS hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'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 Streitmatter
IFB#10-0824-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450, Ext. 7335

URS
Engineer of Record
7650 W. Courtney Campbell Causeway
Suite 700
Tampa, FL 33607
Phone (813) 286-1711

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

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY 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 COUNTY 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 COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document **IFB#10-0824-OV**
- 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 COUNTY 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.

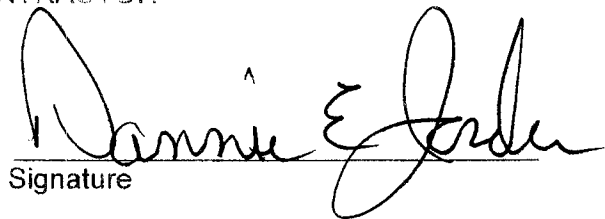
IFB #10-0824-OV
5th Clarifier – Southwest Water
Reclamation Facility, Bradenton, FL

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #10-0824-OV, 5th Clarifier at the Southwest Water Reclamation Facility, Bradenton, Florida subject to additions and deductions as provided therein, the sum of Two Million, Seven Hundred Twenty Four Thousand, Six Hundred Thirty Dollars and Zero Cents (\$2,724,630.00) for Bid "B" based on Completion Time of 365 calendar days and the sum of \$2,121.00 as liquidated damages for each calendar day of delay.

RID Construction, Inc.

CONTRACTOR

BY:


Signature

Dannie E. Jordan, President

Name and Title of Signer (printed)

Date: _____

MANATEE COUNTY GOVERNMENT

BY: _____ For the County
Signature

R. C. "Rob" Cuthbert, CPM, CPPO, Purchasing Official
Name and Title of Signer



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

March 31, 2010

Manatee County Government
1022 26th Avenue E.
Bradenton, FL 34208

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

Bond No.: 0067184

Project: IFB #10-0824-OV, 5th Clarifier at the Southwest Water Reclamation Facility, Bradenton, FL

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.: 0067184

Executed in 5 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

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

One Park Circle

Westfield Center, OH 44251-5001

(800) 243-0210

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

Manatee County Government

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

1022 26th Avenue E.

Bradenton, FL 34208

(941) 708-7450

as Obligee, hereinafter called Owner, in the amount of Two Million Seven Hundred Twenty-Four Thousand Six Hundred Thirty and 00/100

Dollars (\$ 2,724,630.00).

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 #10-0824-OV

5th Clarifier at the Southwest Water Reclamation Facility, Bradenton, FL

in accordance with Drawings and Specifications prepared by URS

URS

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

7650 W. Courtney Campbell Causeway, #700

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.

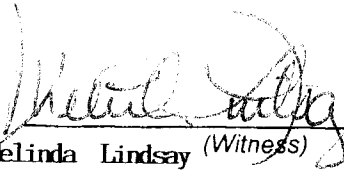
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

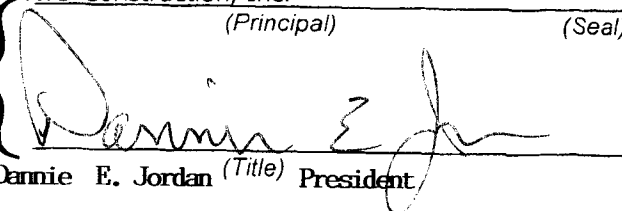
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

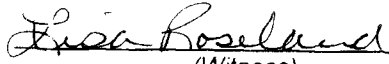
THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

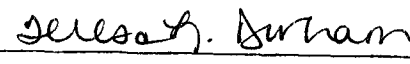
Signed and sealed this

day of


Melinda Lindsay (Witness)

RTD Construction, Inc.
(Principal) (Seal)

Dannie E. Jordan (Title) President


Lisa Roseland (Witness)

Westfield Insurance Company
(Surety) (Seal)

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

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.: 0067184

Executed in 5 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

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

One Park Circle
Westfield Center, OH 44251-5001

(800) 243-0210

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

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

1022 26th Avenue E.
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 Two Million Seven Hundred Twenty-Four Thousand Six Hundred Thirty and 00/100

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

Dollars (\$ 2,724,630.00).

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 #10-0824-OV

5th Clarifier at the Southwest Water Reclamation Facility, Bradenton, FL

in accordance with Drawings and Specifications prepared by URS

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

7650 W. Courtney Campbell Causeway, #700
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.

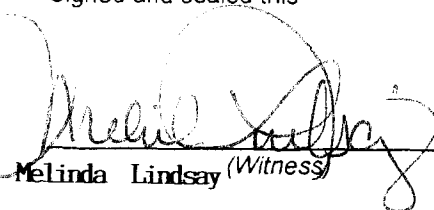
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

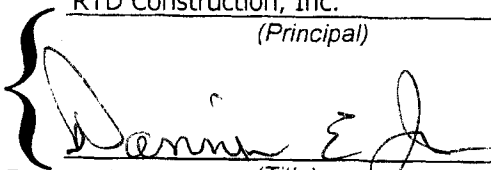
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and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

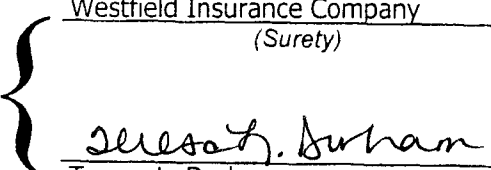
Signed and sealed this

day of


Melinda Lindsay (Witness)

RTD Construction, Inc.
(Principal) (Seal)

Dan E. Jordan (Title) President


Lisa Roseland (Witness)

Westfield Insurance Company
(Surety) (Seal)

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

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, 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 09th day of SEPTEMBER A.D., 2009 .

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 09th day of SEPTEMBER A.D., 2009 , 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

PRODUCER 863.688.5495 FAX 863.688.4344
Herndon & Associates Insurance LLC
P O Box 3608
Lakeland, FL 33802

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED RTD Construction, Inc.
P O Box 2439
Zephyrhills, FL 33539-2439

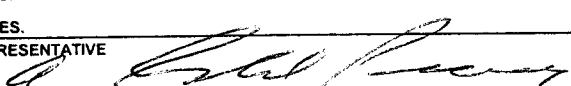
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FCCI	
INSURER B: Harleysville Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL0008012	12/01/2009	12/01/2010	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 - COM/OP AGG \$ 2,000,000
A	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 <input checked="" type="checkbox"/> Hired Physical Damage	CA0002699	12/01/2009	12/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB0001216	12/01/2009	12/01/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	001WC06A43869	12/02/2009	12/02/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER Installation Floater Rented & Leased equipment	CM0004297 CI7M5016/HARLEYSVILLE	12/01/2009 12/01/2009	12/01/2010 12/01/2010	Limit \$1,000,000 Ded \$500 \$250,000, 2% Ded, min \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: IFB# 10-0824-0V 5th Clarifier at the Southwest Water Reclamation Facility, Bradenton, FL
 Project No# 6037282
 County of Manatee, Florida & URS (Engineer) are listed as additional insureds with respects to the General & Auto liability policies.
 *10 day notice of cancellation applies for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
Manatee County Government Public Works Department Project Mgmt Div Attn: Olga Valcich 1022 26th Ave E Bradenton, FL 34208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.