

# SECTION V

## CONTRACT DOCUMENTS

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**PUBLIC CONSTRUCTION BOND**

(1)

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

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

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
_____	_____	City of Clearwater
[RTD Construction, Inc.]	[name]	[Engineering Dept]
_____	_____	100 S. Myrtle Avenue
_____	_____	Clearwater, FL 33756
[P.O. Box 2439, Zephyrhills, FL 33539]	[principal business address]	(727) 562-[4750]
_____	_____	
	[phone number]	
[813-783-9119]		

**PROJECT NAME:** WTP No. 1 Improvements - Pressure Filter Modifications & Absorption System Automation

**PROJECT NO.:** [15-0031-UT]

**PROJECT DESCRIPTION:** The project includes improvements to automate the arsenic absorber backwash process and make improvements to the dual media filter systems. ]

BY THIS BOND, We, \_\_\_\_\_, as Contractor, and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$[430,076.00], for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated \_\_\_\_\_, between Contractor and Owner for construction of [WTP No. 1 Improvements – Pressure Filter Modifications & Absorption System Automation], the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

**PUBLIC CONSTRUCTION BOND**

(2)

- 3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
- 4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
- 5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- 6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
- 7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(If sole Ownership or Partnership, two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).*

**[RTD Construction, Inc.]**

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

**WITNESS:**

**WITNESS:**

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

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

*(affix corporate seal)*

\_\_\_\_\_  
*(Corporate Surety)*

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

*(affix corporate seal)*

*(Power of Attorney must be attached)*

# CONTRACT

(1)

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

[Or, if out of state:]

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

## **WITNESSETH:**

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

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

**PROJECT NAME:** [WTP No. 1 Improvements – Pressure Filter Modifications & Absorption System Automation]

**PROJECT NO.:** [ 15-0031-UT]

**in the amount of \$ 430,076.00**

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

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

## CONTRACT

(2)

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

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

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

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

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

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

## CONTRACT

(3)

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 112 S. Osceola Ave., Clearwater, FL 33756

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

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

**CONTRACT**

(4)

1. **The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and**
  2. **At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.**
- i) **A notice complies with subparagraph (h)2, if it is sent to the public agency’s custodian of public records and to the contractor at the contractor’s address listed on its contract with the public agency or to the contractor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.**
- j) **A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.**

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

**CITY OF CLEARWATER  
IN PINELLAS COUNTY, FLORIDA**

By: \_\_\_\_\_  
William B. Horne, II  
City Manager

(SEAL)

Attest:

Countersigned:

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

By: \_\_\_\_\_  
George N. Cretekos,  
Mayor

Approved as to form:

\_\_\_\_\_  
Matthew M. Smith  
Assistant City Attorney

Contractor must indicate whether:

\_\_\_\_\_ Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

\_\_\_\_\_  
(Contractor)

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

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

Title: \_\_\_\_\_

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

**CONSENT OF SURETY TO FINAL PAYMENT**

TO OWNER: City of Clearwater      PROJECT NAME: [WTP No. 1 Improvements – Pressure  
Filter Modifications & Absorption System Automation Project]  
[Engineering Dept.]      PROJECT NO.: [15-0031-UT]  
100 S. Myrtle Ave.      CONTRACT DATE: [\_\_\_\_\_]   
Clearwater, FL 33756      BOND NO. : [\_\_\_\_\_] , recorded in O.R. Book [\_\_\_\_\_] ,  
Page [\_\_\_\_\_] , of the Public Records of Pinellas County, Florida.

CONTRACTOR: [RTD Construction, Inc.]

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

[insert name of Surety]  
[address]  
[address]

,SURETY,

on bond of

[RTD Construction, Inc. ]  
[P.O. Box 2439]  
[Zephyrhills, FL 33539]

,CONTRACTOR,

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

City of Clearwater  
[Engineering Dept. ]  
100 S. Myrtle Ave.  
Clearwater, FL 33756

,OWNER,

as set forth in said Surety’s bond.

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

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

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

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

Attest:  
(Seal):

ORIGINAL

SECTION V – Contract Documents

**PROPOSAL/BID BOND**

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

**KNOWN ALL MEN BY THESE PRESENTS:** That we, the undersigned, RTD Construction, Inc.  
38038 North Avenue, Zephyrhills, FL 33542 as Contractor, and \_\_\_\_\_  
United Fire & Casualty Company, as Surety, whose address is PO Box 73909, Cedar Rapids,  
IA, 52407-3909, are held and firmly bound unto the City  
of Clearwater, Florida, in the sum of Forty three thousand and eight Dollars  
(\$43,008.00) (being a minimum of 10% of Contractor's total bid amount) for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of RTD Construction, Inc.  
\_\_\_\_\_ as Contractor, and United Fire & Casualty Company as Surety, for  
work specified as: #15-0031-UT; WTP No. 1 Improvements-Pressure Filter Modifications and  
Absorption System Automation, 1657 Palmetto Street, Clearwater, FL  
all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and  
specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the  
above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract,  
in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the  
City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and  
the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.

Principal must indicate whether:

Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

Signed this 6th day of April, 2017.

RTD Construction, Inc.

Contractor

Principal

By: President  
Title

United Fire & Casualty Company

Teresa L. Durham  
Surety Teresa L. Durham, Attorney-In-Fact & FL Licensed  
Resident Agent

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint KIM E NIV OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR GLORIA A RICHARDS, OR DON BRAMLAGE, OR LISA ROSELAND, OR CHERYL FOLEY, OR GLENN ARVANITIS, OR SONJA AMANDA FLOREE HARRIS, ALL INDIVIDUALLY OF MAITLAND FL

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

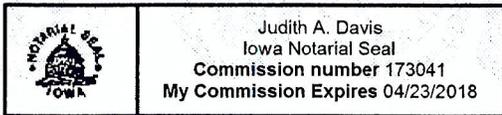
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President



State of Iowa, County of Linn, ss:  
 On 11th day of October, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of April, 2017.



By: *David A. Lange*  
 Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC

**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF Pasco )

Julie A. Jordan, being duly sworn, deposes and says that he/she is Secretary of RTD Construction, Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

38038 North Avenue Zephyrhills Pasco FL  
(Street & Number) (City) (County) (State)

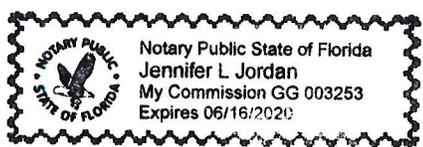
Affiant further says that he is familiar with the records, minute books and by-laws of RTD Construction, Inc.  
(Name of Corporation)

Affiant further says that Dannie E. Jordan is President  
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for RTD Construction, Inc. or said corporation by virtue of Florida  
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

Resolution 1/12/2017  
Dannie E. Jordan  
Affiant Dannie E. Jordan / President

Sworn to before me this 6 day of April, 2017.



Jennifer L. Jordan  
Notary Public  
Jennifer L. Jordan

Type/print/stamp name of Notary  
  
Title or rank, and Serial No., if any

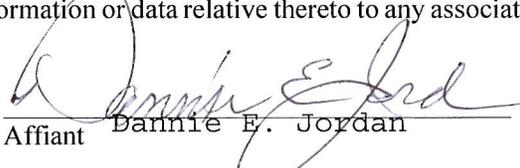
**NON COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

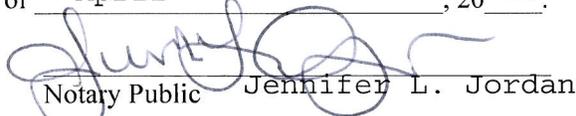
COUNTY OF Pasco )

Dannie E. Jordan being, first duly sworn, deposes and says that he is  
president of RTD Construction, Inc.,

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

  
Affiant Dannie E. Jordan

Sworn to and subscribed before me this 6 day of April, 20 17.

  
Notary Public Jennifer L. Jordan



**PROPOSAL**

(1)

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

**WTP No. 1 Improvements –**

**Pressure Filter Modifications and Adsorption System Automation**

**15-0031-UT**

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

**WTP No. 1 Improvements –**

**Pressure Filter Modifications and Adsorption System Automation**

**15-0031-UT**

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

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

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

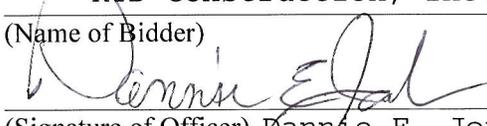


**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT: WTP No. 1 Improvements – Pressure Filter Modifications and Adsorption System Automation (15-0031-UT)**

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

Addendum No.   1        Date:   3/28/2017    
Addendum No.             Date:                     
Addendum No.             Date:                   

RTD Construction, Inc.  
(Name of Bidder)  
  
(Signature of Officer) Dannie E. Jordan  
President  
(Title of Officer)  
April 6, 2017  
(Date)

**BIDDER'S PROPOSAL**

**PROJECT: PROJECT: WTP No. 1 Improvements – Pressure Filter Modifications and Adsorption System Automation (15-0031-UT)**

CONTRACTOR: RTD Construction, Inc.

BIDDER'S GRAND TOTAL: \$ 430,076.00 (Numbers)

BIDDER'S GRAND TOTAL: Four hundred thirty thousand and seventy six dollars

(Words)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization and Demobilization	1	LS	\$ 5000.00	\$ 5000.00
2	General Requirements	1	LS	\$ 5000.00	\$ 5000.00
3	Indemnification	1	LS	\$1,000	\$1,000
4	All Other Work Not Included in Line Items 1, 2, and 3 to Construct the WTP No. 1 Improvements	1	LS	\$ 379,978.00	\$ 379,978.00
<b><u>SUBTOTAL</u></b>					\$ 390,978.00
5	Contingency (10%)	1	LS	\$	\$ 39,098.00
<b><u>GRAND TOTAL</u></b>					\$ 430,076.00

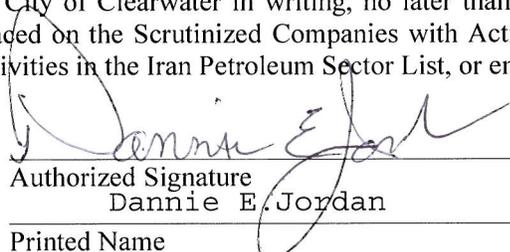
**THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.**

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH  
CUBA AND SYRIA CERTIFICATION FORM**

**PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

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

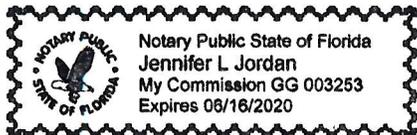
1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

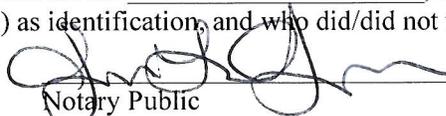
  
 \_\_\_\_\_  
 Authorized Signature  
 Dannie E. Jordan  
 \_\_\_\_\_  
 Printed Name  
 President  
 \_\_\_\_\_  
 Title  
 RTD Construction, Inc.  
 \_\_\_\_\_  
 Name of Entity/Corporation

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me on this 6 day of April, 2017, by Dannie E. Jordan (name of person whose signature is being notarized) as the president (title) of RTD Construction, Inc. (name of corporation/entity), personally known to me as described herein \_\_\_\_\_, or produced a N/A (type of identification) as identification, and who did/did not take an oath.



  
 \_\_\_\_\_  
 Notary Public  
 Jennifer L. Jordan  
 \_\_\_\_\_  
 Printed Name

My Commission Expires: 6/16/2020  
NOTARY SEAL ABOVE

# *State of Florida*

## *Department of State*

I certify from the records of this office that RTD CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on October 21, 1993.

The document number of this corporation is P93000074511.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 3, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Third day of January, 2017*



*Ken DeJong*  
**Secretary of State**

Tracking Number: CC8485336618

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RTD CONSTRUCTION, INC  
a Florida Corporation  
CONSENT TO ACTION IN LIEU OF  
ANNUAL BOARD OF DIRECTORS MEETING

The undersigned, MARJORIE S. JORDAN, TONY D JORDAN and DANNIE E. JORDAN, constituting the entire Board of Directors of RTD CONSTRUCTION, INC., a Florida corporation, does hereby record their consent to the following action taken by the Board of Directors as if taken at its annual Directors Meeting.

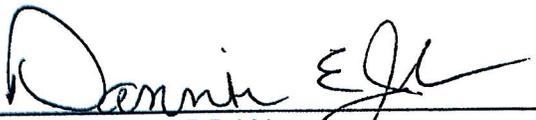
RESOLVED, that the following are named and elected as the officers of the corporation to hold office for the term of one (1) year and until a successor is duly elected and qualified:

<u>Office</u>	<u>Name</u>
President:	DANNIE E. JORDAN
Vice President:	TONY D. JORDAN
Vice President	RUSTY A. HAUGHN
Secretary/Treasurer:	MAJORIE S. JORDAN
Secretary:	JULIE A. JORDAN

RESOLVED, that the Board authorizes and affirms the salaries and/or bonuses paid to any employee, officer, director or shareholder during the previous year as reflected in the Corporation's payroll/personnel records.

RESOLVED, that the Board of Directors of RTD CONSTRUCTION, INC. do hereby ratify, approve and confirm in all respects the transactions made by the Officers of the corporation during the previous year.

This action taken as of January 10, 2017.

  
\_\_\_\_\_  
DANNIE E. JORDAN

  
\_\_\_\_\_  
TONY D. JORDAN

  
\_\_\_\_\_  
MARJORIE S. JORDAN

RTD CONSTRUCTION, INC.  
a Florida Corporation  
CONSENT TO ACTION OF SHAREHOLDERS  
IN LIEU OF ANNUAL MEETING

The undersigned, MARJORIE S. JORDAN, TONY D. JORDAN and DANNIE E. JORDAN, being all of the Shareholders of RTD CONSTRUCTION, INC., a Florida corporation, do hereby record their consent to the following action taken by the Shareholders, which shall be treated for all purposes as resolutions passed at the annual meeting of the Shareholders of the Corporation.

RESOLVED, that the following are elected as Directors of the Corporation, to hold office for a term of one (1) year until a successor is duly elected and qualified:

Director: MARJORIE S. JORDAN

Director: TONY D. JORDAN

Director: DANNIE E. JORDAN

RESOLVED, that the actions of the Officers of the Corporation on behalf of the Corporation during the preceding fiscal year be and they are hereby approved and ratified to the extent permitted by law.

This action taken at Dade City, Florida as of January 12, 2017.

  
MARJORIE S. JORDAN

  
TONY D. JORDAN

  
DANNIE E. JORDAN

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CGC060736	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



JORDAN, DANNIE EARL  
RTD CONSTRUCTION, INC  
38038 NORTH AVE.  
ZEPHYRHILLS FL 33542



ISSUED: 07/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607210001295

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CUC057278	

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



JORDAN, DANNIE EARL  
RTD CONSTRUCTION INC  
38038 NORTH AVE.  
ZEPHYRHILLS FL 33542



ISSUED: 07/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607210001460