

SECTION V

CONTRACT DOCUMENTS

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Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

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

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

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
_____	_____	City of Clearwater
GHD Services, Inc.	[name]	Engineering Dept.
_____	_____	100 S. Myrtle Avenue
_____	_____	Clearwater, FL 33756
5904 Hampton Oaks Pkwy	[principal business address]	(727) 562-4747
Suite F, Tampa, FL 33610	_____	
(813) 971-3882	[phone number]	

PROJECT NAME: MARSHALL ST. WRF DIGESTER DEMOLITION**PROJECT NO.: 09-0024-UT**

PROJECT DESCRIPTION: This work in the project includes: the demolition, removal and disposal of the digester at the Marshall St. WRF.

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 **\$ 960,575.83** 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 **Marshall St. WRF Digester Demolition** the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
- 3.

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

4. 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
5. 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
6. 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.
7. 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.
8. 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).

GHD Services, Inc.

By: _____

Title: _____

Print Name: _____

WITNESS:_____
Corporate Secretary or Witness

Print Name: _____

(affix corporate seal)

WITNESS:_____
Print Name: _____

(Corporate Surety)

By: _____

ATTORNEY-IN-FACT

Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 2018 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and GHD Services, Inc., of the City of Tampa, County of Hillsborough 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: MARSHALL ST. WRF DIGESTER DEMOLITION

PROJECT NO.: 09-0024-UT

in the amount of \$ 960,575.83

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, 112 S. Osceola Ave., Clearwater, FL 33756

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

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

CONTRACT

(4)

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

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

CITY OF CLEARWATER IN PINELLAS COUNTY, FLORIDA

By: _____
William B. Horne, II
City Manager

(SEAL)

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
George N. Cretekos,
Mayor

Approved as to form:

Owen Kohler
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: Marshall ST. WRF Digester Demolition
Engineering Dept. PROJECT NO.: 09-0024-UT
100 S. Myrtle Ave. CONTRACT DATE: [REDACTED]
Clearwater, FL 33756 BOND NO. : [REDACTED], recorded in O.R. Book [REDACTED],
Page [REDACTED], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [REDACTED]

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

GHD Services, Inc.
5904 Hampton Oaks Pkwy, Suite F
Tampa, FL 33610

,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):

PROPOSAL/BID BOND

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

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, GHD Services Inc. as Contractor, and Atlantic Specialty Insurance Company as Surety, whose address is 605 Highway 169 North, Suite 800, Plymouth, MN 55441, are held and firmly bound unto the City of Clearwater, Florida, in the sum of Ten Percent of Amount Bid Dollars (\$ 10%) (being a minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of GHD Services Inc. as Contractor, and Atlantic Specialty Insurance Company as Surety, for work specified as: Marshall St. WRF Digester Demolition

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 29th day of August, 20 18

GHD Services Inc.

Contractor

Joan Nasta
Principal

By: Vice President
Title

Atlantic Specialty Insurance Company

Surety

Joshua Sanford, Attorney-In-Fact

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michelle Anne McMahon, Brian Peters, Stacy Rivera, Donna M Planeta, Joshua Sanford, Aimee R Perondine, Aiza Lopez, Keri Ann Smith, Danielle D Johnson, Stephani A Trudeau**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

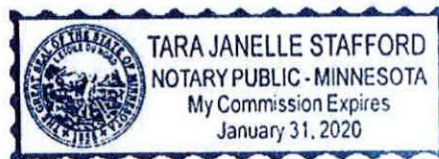
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 29th day of August, 2018.

This Power of Attorney expires
October 1, 2019



James G. Jordan, Assistant Secretary

AFFIDAVIT

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

PROVINCE OF ONTARIO)

REGION OF WATERLOO)

Derek McBean, being duly sworn, deposes and says that he is Secretary of GHD Services Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

5904 Hampton Oaks Parkway, Suite F Tampa Hillsborough Florida
(Street & Number) (City) (County) (State)

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


Affiant further says that Brian Moore is Vice President
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for GHD Services Inc.

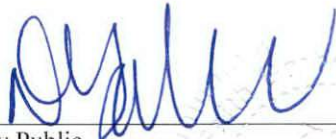
or said corporation by virtue of a Board Resolution adopted by the Board of

Directors of the Corporation effective July 1, 2015.

(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).


Derek McBean
Affiant

Sworn to before me this 31st day of August, 2018.


Notary Public

Danielle Patricia Faith Garber, Notary Public,
Regional Municipality of Waterloo, limited to the
attestation of instruments and the taking of affidavits
for GHD Limited and its affiliates. Expires July 8, 2019.

Type/print/stamp name of Notary

Title or rank, and Serial No., if any

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)

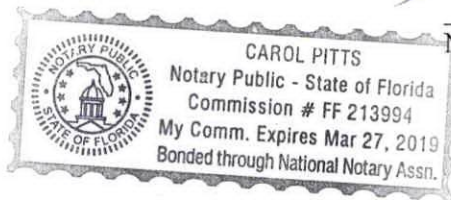
COUNTY OF Hillsborough)Brian Moore, PE being, first duly sworn, deposes and says that he is

Vice President of GHD Services 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.

Brian Moore
 Affiant

Sworn to and subscribed before me this 18th day of September, 2018.

Carol Pitts
 Notary Public



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

MARSHALL ST. WRF DIGGER DEMOLITION (PROJECT # 09-0024-UT)

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

MARSHALL ST. WRF DIGGER DEMOLITION (PROJECT # 09-0024-UT)

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

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

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

PROPOSAL

(2)

Attached hereto is a bond or certified check on bond from Altantic Specialty Insurance Company
Bank, for the sum of Ninety six thousand,
fifty seven dollars and fifty eight cents (\$ 96,057.58)
 (being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Brian Moore, PE | Vice President

5904 Hampton Oaks Parkway, Suite F, Tampa, FL 33610

Stephen Quigley | President

455 Philip Street Waterloo Ontario N2L 3x2

Derek McBean | Secretary

455 Philip Street Waterloo Ontario N2L 3x2

Signature of Bidder: Brian Moore

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: Brian MooreBy: Brian MooreTitle: VICE PRESIDENTCompany Legal Name: GHD Services Inc.

Doing Business As (if different than above): _____

Business Address of Bidder: 5904 Hampton Oaks Parkway, Suite FCity and State: Tampa, FloridaZip Code 33610Phone: (813) 971-3882Email Address: brian.moore@ghd.comDated at GHD Services Inc., this 17th day of September, A.D., 2018.

CITY OF CLEARWATER
ADDENDUM SHEET


PROJECT: MARSHALL ST. WRF DIGESTER DEMOLITION (PROJECT # 09-0024-UT)

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

Addendum No. <u>1</u>	Date: <u>8/9/2018</u>
Addendum No. <u>2</u>	Date: <u>8/27/2018</u>
Addendum No. <u>3</u>	Date: <u>9/14/2018</u>
Addendum No. <u>4</u>	Date: <u>9/18/2018</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

GHD Services Inc.

 (Name of Bidder)



 (Signature of Officer) Brian Moore, PE

Vice President

 (Title of Officer)

9/17/2018

 (Date)

BIDDER'S PROPOSAL

PROJECT: MARSHALL ST. WRF DIGESTER DEMOLITION (PROJECT #09-0024-UT)

CONTRACTOR: GHD Services Inc.

BIDDER'S GRAND TOTAL: \$960,575.83 (Numbers)

BIDDER'S GRAND TOTAL: Nine hundred sixty thousand, five hundred seventy five dollars and eighty three cents.

(Words)

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

THE CONTRACTOR SHALL PROVIDE A COPY OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY. THESE DOCUMENTS MUST BE INCLUDED IN THE BID PROPOSAL PACKAGE. FAILURE TO PROVIDE THESE DOCUMENTS IN THE BID PROPOSAL WILL DEEM THE CONTRACTOR'S BID AS NON-RESPONSIVE.

Section V - Contract Documents

MARSHALL STREET WRF DIGESTER DEMOLITION PROJECT # 09-0024-UT

City of Clearwater, Florida

Bid Tabulation Sheet

BID ITEMS	Description	UNIT	QTY	UNIT PRICE	TOTAL
1	Mobilization (Maximum of 4% of Sub-Total Items 1-13)	LS	1	\$ 34,930.03	\$ 34,930.03
2	Remove and Return Digester Liquids to WRF Headworks	LS	1	\$ 26,645.00	\$ 26,645.00
3	Remove and Dispose of Digester Liquids Offsite	GAL	1,500,000	\$ 0.30	\$ 450,000.00
4	Temporary Solids Dewatering Facilities	LS	1	\$ 21,395.00	\$ 21,395.00
5	Remove and Dispose of Digester Solids	DRY TON	200	\$ 102.41	\$ 20,482.00
6	Demolish, Remove and Dispose of Hazardous Materials	LS	1	\$ 25,328.00	\$ 25,328.00
7	Sample and Analyze Digester Cover	LS	1	\$ 5,090.25	\$ 5,090.25
8	Demolish, Remove and Disposal of Additional Hazardous Materials	TON	50	\$ 52.80	\$ 2,640.00
9	Demolish, Remove and Dispose of Nonhazardous Materials	LS	1	\$ 175,538.72	\$ 175,538.72
10	Excavate and Survey Foundation Piles	LS	1	\$ 5,155.00	\$ 5,155.00
11	Import and Place Structural Fill Materials	CYD	3,600	\$ 19.27	\$ 69,372.00
12	Miscellaneous Work and Site Restoration	LS	1	\$ 36,574.75	\$ 36,574.75
13	Indemnification	LS	1	\$ 100.00	\$ 100.00
	Subtotal				\$ 873,250.75
14	10% Contingency	LS	1	\$ 87,325.08	\$ 87,325.08
	GRAND TOTAL				\$ 960,575.83

**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

Brian Moore, PE

Printed Name

Vice President

Title

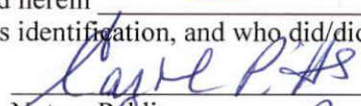
GHD Services Inc.

Name of Entity/Corporation

STATE OF Florida

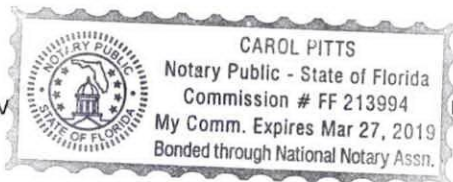
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 18th day of September, 2018, by Brian Moore (name of person whose signature is being notarized) as the Vice President (title) of GHD Services, Inc. (name of corporation/entity), personally known to me as described herein —, or produced a — (type of identification) as identification, and who did/did not take an oath.


Notary Public

Printed Name

My Commission Expires: 3-27-19
NOTARY SEAL ABOVE



SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION
FORM

PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

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

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.



Authorized Signature
Brian Moore, PE

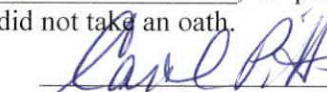
Printed Name
Vice President

Title
GHD Services Inc.

Name of Entity/Corporation

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on this 18th day of September, 2018, by Brian Moore (name of person whose signature is being notarized) as the Vice President (title) of GHA Services, Inc. (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.



Notary Public
CAROL PITTS

Printed Name

My Commission Expires: 3-22-19
NOTARY SEAL ABOVE





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BISHOP, GUY MICHAEL

GHD SERVICES INC.
4019 EAST FOWLER AVENUE
TAMPA FL 33617

LICENSE NUMBER: CGC061530

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT Guy Michael Bishop
DBA GHD Services, Inc

STATE CERT # I-CGC061530
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL September 30, 2019
DATE OF ISSUANCE 09/07/2018

I-CGC061530

*Bishop, Guy Michael
5904 Hampton Oaks Parkway
Tampa, FL 33610*

*** Please cut out license along lines**

State of Florida

Department of State

I certify from the records of this office that GHD SERVICES INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 16, 2003.

The document number of this corporation is F03000005291.

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 February 24, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

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



Ken DeFina
Secretary of State

Tracking Number: CU2695085109

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

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