

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

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and Andrew Sitework LLC hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 28651 Diesel Drive # 4, Bonita Springs, FL 34235, (Phone: (239) 405-7637

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 10-2869-DS Washington Gardens - Waterline Improvements in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

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

County of Manatee
 Public Works Department
 Project Management Division
 Attn: Mr. Chuck Froman
 Project Manager
 IFB# 10-2869-DS
 1022 26th Avenue East
 Bradenton, FL 34208
 Phone (941) 708-7450, Ext. 7333

County of Manatee
 Public Works Department
 Engineering Division
 Attn: Mr. Jim Stockwell, PE
 Senior Project Engineer
 IFB# 10-2869-DS
 1022 26th Avenue East
 Bradenton, FL 34208
 Phone (941) 708-7463, Ext. 7651

ACCEPTED IN OPEN SESSION

DEC 14 2010

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

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

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

Article 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document **IFB#10-2869-DS.**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda number 1 inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

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

Article 5.

MISCELLANEOUS

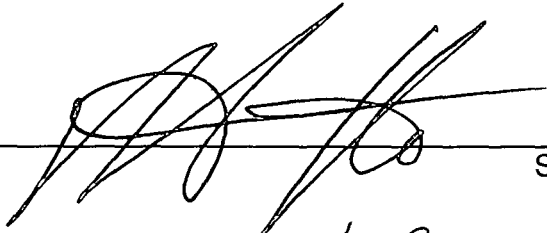
- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically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

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #10-2869-DS, Washington Gardens- Waterline Improvements) subject to additions and deductions as provided therein, the sum of Three Hundred Ninety Nine Thousand Nine Hundred Sixty Six Dollars and Eighty Two Cents (\$399,966.82) for Bid "A" based on Completion Time of 225 calendar days and the sum of \$1,148.00 as liquidated damages for each calendar day of delay.

Andrew Sitework LLC

CONTRACTOR

BY:



Signature

president / Ralph Andrew

Name and Title of Signer (printed)

Date:

11/18/10

MANATEE COUNTY GOVERNMENT

BY:



For the County

Signature

R. C. "Rob" Cuthbert, C.P.M.; CPPO, Purchasing Official

Name and Title of Signer

Date:

12/6/10

ACCEPTED IN OPEN SESSION

DEC 14 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

**FRONT PAGE OF
PUBLIC PAYMENT BOND**
Florida Statute 255.05

BOND NO. OCN0598459

CONTRACTOR: Andrew Site Work, LLC.
28651 Diesel Dr., Ste. 4
Bonita Springs, FL 34135
239-222-6787

SURETY: Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201
262-797-2640

AGENT: Nielson, Rosenhaus & Associates
4000 South 57th Avenue, Suite 201
Lake Worth, FL 33463
(561) 432-5550

OBLIGEE: Manatee County Government, Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
941-708-7528

PROJECT: Washington Gardens Waterline Improvements

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. OCN0598459

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Andrew Site Work, LLC.
28651 Diesel Dr., # 4, Bonita Springs, FL 34135
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Manatee County Government, Public Works Department
1022 26th Ave. East, Bradenton, FL 34208
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Three Hundred Ninety Nine Thousand Nine Hundred Sixty Six Dollars and 82/100 Dollars (\$399,966.82),

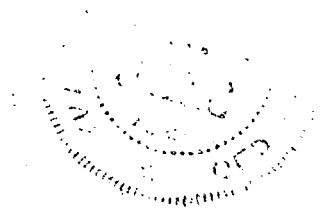
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 12/6/2010, entered into a contract with Owner for
(Here insert full name, address and description of project)
Washington Gardens Waterline Improvements

in accordance with Drawings and Specifications prepared by County of Manatee, Public Works Dept.
Engineering Division, IFB #10-2869-DS, 1022 26th Avenue East, Bradenton, FL 34208
(Here insert full name and address or legal title of Architect)

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



PERFORMANCE BOND

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

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

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

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

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

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

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

Signed and sealed this 12/6/10 day of

[Signature]
[Signature]
(Witness)



[Signature]
Andrew Site Work, LLC. (Principal) (Seal)
pres. Ralph C. Andrew
(Title)

[Signature]
(Witness)

Old Republic Surety Company
(Surety) (Seal)
[Signature]
Brett Rosenhaus (Title) Attorney-in-Fact



NY

NY

NY

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. OCN0598459

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 Andrew Site Work, LLC. (Here insert full name and address or legal title of Contractor) 28651 Diesel Dr., # 4, Bonita Springs, FL 34135

as Principal, hereinafter called Contractor, and, Old Republic Surety Company (Here insert full name and address or legal title of Surety) P. O. Box 1635, Milwaukee, WI 53201

as Surety, hereinafter called Surety, are held and firmly bound unto Manatee County Government, Public Works Department (Here insert full name and address or legal title of Owner) 1022 26th Ave. East, Bradenton, FL 34208

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

amount of Three Hundred Ninety Nine Thousand Nine Hundred Sixty Six Dollars and 82/100 (Here insert sum equal to at least one-half of the contract price) Dollars (\$399,966.82), 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 12/6/2010, entered into a contract with Owner for (Here insert full name, address and description of project) Washington Gardens Waterline Improvements

in accordance with Drawings and Specifications prepared by County of Manatee, Public Works Dept. Engineering Division, IFB #10-2869-DS, 1022 26th Avenue East, Bradenton, FL 34208 (Here insert full name and address or legal title of Architect)

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.

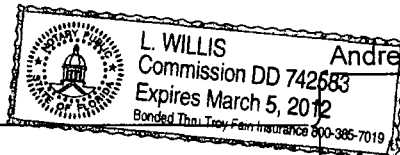
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

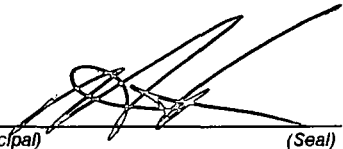
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and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

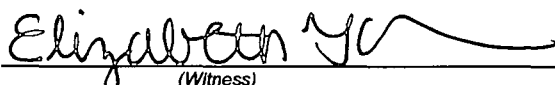
This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

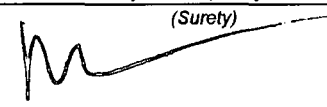
Signed and sealed this 12/6/10 day of

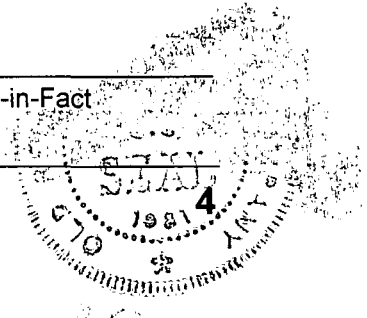

(Witness)




Andrew Site Work, LLC.
(Principal) (Seal)
Pres
Ralph Andrew
(Title)


(Witness)

Old Republic Surety Company
(Surety) (Seal)

Brett Rosenhaus (Title) Attorney-in-Fact



Handwritten text, possibly a signature or date, located in the upper right quadrant of the page.

Handwritten text, possibly a signature or date, located in the lower left quadrant of the page.



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2010

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

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

PRODUCER BB&T Oswald Trippe & Co (BT) 13515 Bell Tower Drive Fort Myers, FL 33907 239 433-4535	CONTACT NAME:		
	PHONE (A/C, No, Ext): 239 433-4535	FAX (A/C, No): 8668028680	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #:			
INSURED Andrew Site Work Ralph Andrew 28651 North Diesel Dr Unit #4 Bonita Springs, FL 34135	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Insurance Company		24112
	INSURER B : Florida Citrus Business & Indus		WCSIF
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X	CWP4547425	09/15/2010	09/15/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$150,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CWP4547425	09/15/2010	09/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	OCCUR CLAIMS-MADE	CWP4547425	09/15/2010	09/15/2011	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	10644921	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Washington Gardens Waterline Improvement IFB#10-2869-DS, Project File 6076770 6.2
 Manatee County Government is named as an additional insured with interest in
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Manatee County Govt Public Works Dept Project Mgmt Division Attn: Donna Stevens 1022 26th Avenue E Bradenton, FL 34208	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

insured's operations with respects to General Liability only, per blanket additional insured endorsement form CG2033.

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRETT M. ROSENHAUS, JASON B. KATZ, OF LAKE WORTH, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS (\$5,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

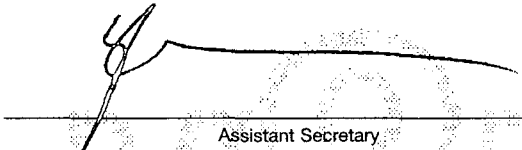
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

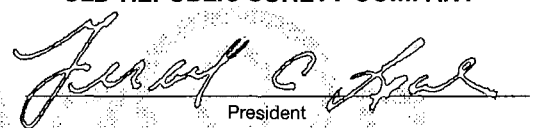
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JUNE, 2010.



Assistant Secretary



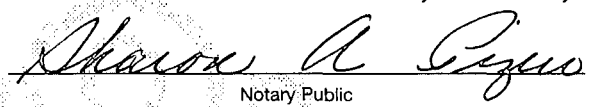
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18TH day of JUNE, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Notary Public

My commission expires: 12/02/2012

CERTIFICATE

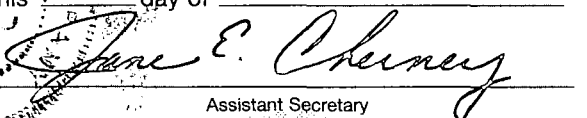
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2398



Signed and sealed at the City of Brookfield, WI this _____ day of _____

NIELSON, ROSENHAUS & ASSOCIATES



Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



NIELSON, ROSENHAUS & ASSOCIATES

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

November 19, 2010

Andrew Site Work, LLC.
28651 Diesel Dr., Ste. 4
Bonita Springs FL 34135

RE: Manatee County Government, Public Works Department, as Obligee
Washington Gardens Waterline Replacement, as project
Bond No. OCN0598459

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X 12/6/10

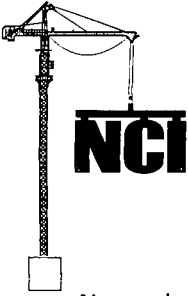
This letter is also giving Andrew Site Work, LLC. , as Principal and/or Manatee County, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Brett Rosenhaus
Attorney in fact



NIELSON, ROSENHAUS & ASSOCIATES

November 19, 2010

Andrew Site Work, LLC.
28651 Diesel Dr., Ste. 4
Bonita Springs, FL 34135

Project: Washington Gardens Waterline Improvements

The attached bond we have executed for you is known as a Public Construction Bond. **IT NEEDS TO BE SIGNED AND SEALED.**

Since October 1, 1988 the Public Works Bonding Law requires that the recording of performance and payment bonds be filed at the local courthouses where the public construction is being performed. Any such bond written pursuant to Section 255.05 Florida Statute must be recorded by the contractor and should be filed before the commencement of the work. Someone from your office may hand deliver to the proper courthouse or you may wish to use either of the two delivery services listed below.

Nielson, Rosenhaus & Associates

Builders Notice Corp.
708 S. Andrews Avenue
P O Box 457
Ft. Lauderdale FL 33302
Ph: (800) 432-1959

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

MEMORANDUM



FINANCIAL MANAGEMENT
DEPARTMENT
Purchasing Division
1112 Manatee Avenue West
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.708.7528
Fax: 941.708-7544
donna.stevens@mymanatee.org

APPROVED IN OPEN SESSION

DEC 14 2010

To: Susan Romine, Supervisor
Board Records

From: Donna M. Stevens
Purchasing Office

Date: December 6, 2010

Subject: Contract Documents: Andrew Sitework LLC
IFB# 10-2869-DS Project No. (6076770 6.2)

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

RECEIVED

DEC 10 2010

BOARD RECORDS

*Olga Velazquez
for DMS
12/8/2010*

Please accept into record the enclosed executed contract with Andrew Sitework LLC located at 28651 Diesel Drive, Ste. 4, Bonita Springs FL 34135 for Washington Gardens – Water Line Improvement Project in the amount of **\$399,966.82** in accordance with the Terms and Conditions detailed in Invitation For Bid No. #10-2869-DS. Performance/Payment Bonds and Insurance Certificate are in accordance with Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance Section 2-26-40 and the Standard and Procedures approved by the County Administrator.

If you require any additional background or information, please call me at Ext. 7528.

Please send a confirmation of the Recording to: Donna M. Stevens, Purchasing Department

Thank you.

Cc: Marsha Colburn, Public Works Department.
Carmen Mosley, Senior Fiscal Analyst

/ds

Attachments to Board Records only: (signed and dated: 12/6/10)

- 1) Contract Document (1 copy)
- 2) Performance/Payment Bonds (1 copy)
- 3) Insurance Certificate (1 copy)

From: Diane Vollmer
Sent: Wednesday, December 15, 2010 12:30 PM
To: 'donna.stevens@mymanatee.org'
Subject: Washington Gardens

Attachments: BC20101214DOCC08.PDF

Hi Donna,

Attached is the Agreement with Andrew Sitework LLC, which was accepted by the Board during yesterday's meeting.

Diane

Diane Vollmer
Board Records Supervisor
For R.B. "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.ManateeClerk.com
diane.vollmer@manateeclerk.com
941-749-1800, ext. 4182

"Pride in Service with a Vision to the Future"