

MEMORANDUM



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

MANATEE COUNTY
FLORIDA

Phone: 941.749-3055
Fax: 941.749-3034
Olga.valcich@mymanatee.org

To: Susan Romine, Supervisor
Board Records

From: Olga Valcich
Purchasing Office

Date: January 18, 2011

Subject: Contract Documents: IFB #10-3779-OV / 2010 Lift Station
Emergency Generators / Group 3

RECEIVED

JAN 26 2011

BOARD RECORDS

Please accept into record the enclosed executed contract with Henriquez Electric Corporation located at 7713 Benjamin Road, Tampa, FL 33634 for 2010 Emergency Generators, Group 3 Project in the amount of \$248,840.00 in accordance with the Terms and Conditions detailed in Invitation For Bid No. #10-3779-OV. 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.

Should you require any additional information, please call me at Ext. 3055.

Please send a confirmation of the Recording to:

Olga Valcich, Purchasing

Marsha Colburn, Project Management, Public Works Department

Gwen Richards, Public Works, Fiscal Analyst.

ACCEPTED IN OPEN SESSION

Thank you.

Cc: Marsha Colburn, Public Works Department.
Gwen Richards, Fiscal Analyst

Via Email 2/3/11 v9

FEB 03 2011

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

/ov

Attachments to Board Records only: (signed and dated: MAA 1/18/2011)

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

**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 Henriquez Electric Corporation hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 7713 Benjamin Road, Tampa, FL 33634.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 10-3779-OV Group 3 / 2010 Emergency LS Generators 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, is responsible as the OWNER and ENGINEER and 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. Sal Bordonaro
Project Manager
IFB# 10-3779-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450, Ext. 7341

County of Manatee
Public Works Department
Infrastructure Engineering Division
Attn: Mr. Wayne Troxler
Project Engineer
1022 26th Avenue East
Bradenton, FL 34208
Phone: 941-708-7463 / Ext.7650

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#10-3779-OV**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers **1** to **2** inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

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

Article 5.

MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 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. #10-3779-OV, Group 3 / 2010 Emergency Lift Station Generators) subject to additions and deductions as provided therein, the sum of Two Hundred Forty-Eight Thousand, Eight Hundred Forty-Dollars and Zero Cents (\$248,840.00) for Bid " A " based on Completion Time of 300 calendar days and the sum of \$566.00 as liquidated damages for each calendar day of delay.

Harvius Electric
CONTRACTOR

BY: [Signature]
Signature

Keim E. Powers VP
Name and Title of Signer (printed)

Date: 1-11-11

MANATEE COUNTY GOVERNMENT

BY: [Signature] For the County
Signature
R. C. "Rob" Cuthbert, C.P.M.; CPPO, Purchasing Official
Name and Title of Signer

Date: 1-18-2011

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

BOND NO. 584976P

CONTRACTOR: Henriquez Electric Corporation
7713 Benjamin Road
Tampa, FL 33634
813-877-1104

SURETY: Developers Surety and Indemnity Company
17780 Fitch, Suite 200
Irving, CA 92623
949-263-3344

AGENT: Nielson, Wojtowicz, Neu & Associates, Inc.
1126 Central Avenue, Suite 200
St. Petersburg, FL 33705
(727) 209-1803

OBLIGEE: Manatee County Government
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
941-749-3055

<p>PROJECT: Emergency Lift Station Generators/IFB #10-3779-OV Various Locations Manatee County, FL</p>

AIA Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Henriquez Electric Corporation
7713 Benjamin Road
Tampa, FL 33634

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
P.O. Box 19725
Irvine, CA 92623

OWNER:

(Name, legal status and address)

Manatee County Government
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount: \$248,840.00 Two Hundred Forty Eight Thousand Eight Hundred Forty Dollars and 00/100

Description:
(Name and location)

Group 3/ 2010 Emergency Lift Station Generators/IFB #10-3779-OV
Various Locations, Manatee County, FL

BOND

Date: 1/18/2011
(Not earlier than Construction Contract Date)

Amount: \$248,840.00 Two Hundred Forty Eight Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Henriquez Electric Corporation

Signature: [Signature]
Name: Nam K. M. E. Roberts
and Title: VP

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

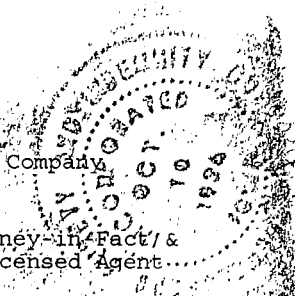
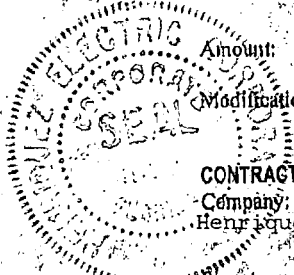
Company: *(Corporate Seal)*
Developers Surety and Indemnity Company

Signature: [Signature]
Name: Kevin R. Wojtowicz
and Title: Attorney-in-Fact / FL Licensed Agent

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title: *Keith G. Rosars VP*

Address 7717 Benjamin Rd. Tampa, FL 33634

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract document, on which the text appears in RED. An e-signature that changes will not be obscured.



Init:

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

AIA Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Henriquez Electric Corporation
7713 Benjamin Road
Tampa, FL 33634

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
P.O. Box 19725
Irvine, CA 92623

OWNER:

(Name, legal status and address)

Manatee County Government
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:

Amount: \$248,840.00 Two Hundred Forty Eight Thousand Eight Hundred Forty Dollars and 00/100

Description:
(Name and location)

Group 3/ 2010 Emergency Lift Station Generators/IFB #10-3779-OV
Various Locations, Manatee County, FL

BOND

Date: 1-18-2011
(Not earlier than Construction Contract Date)

Amount: \$248,840.00 Two Hundred Forty Eight Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Henriquez Electric Corporation

SURETY

Company: *(Corporate Seal)*

Developers Surety and Indemnity Company

Signature: [Signature]
Name: Kevin R. Wojtowicz
and Title: UP

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: [Signature]
Name: Kevin R. Wojtowicz - Attorney-in-Fact &
and Title: FL Licensed Agent

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: Paul G. Rogers VP

Name and Title: _____

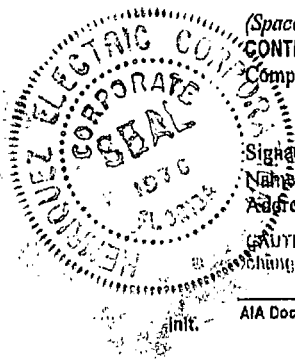
Address: 7719 Bayshore Rd Tampa, FL 33634

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in BOLD. An original document that changes will not be obscured.

AIA Document A312™ - 2010. The American Institute of Architects.

init.



POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*****Charles J. Nielson, Warren M. Alter, Charles D. Nielson, Brett M. Rosenhaus, Kevin R. Wojtowicz, John R. Neu, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

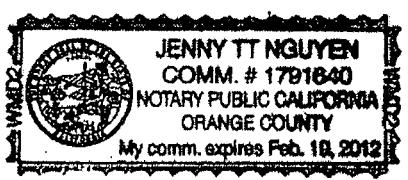
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

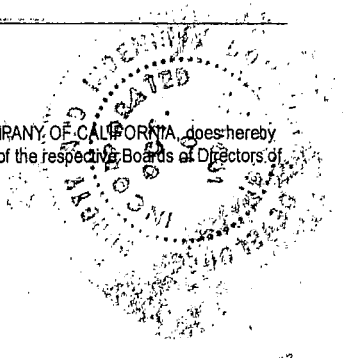
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE



The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this _____ day of _____

By: *Gregg Okura*
Gregg Okura, Assistant Secretary



P.O. Box 988
Lakeland, FL 33802-0988

Member of Liberty Mutual Group

1-800-282-7648
(863) 665-6060
Fax (863) 666-1958

CERTIFICATE OF INSURANCE

RE : 0830-30557
ISSUED TO : Manatee County Administration Building
1112 Manatee Avenue West Suite 803
Bradenton, FL 34205

Producer : Elizabeth A. Taylor
Company : Business Insurance Group, Inc
Address : 7247 Bryan Dairy Road
Largo, FL 33777
Phone : (727) 724-1194

Attn: 941-749-3034

This is to certify that Henriquez Electric Corporation, 7713 Benjamin Road Tampa, FL 33634, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the Bridgefield Employers Insurance Company.

POLICY NUMBER:	<u>0830-30557</u>	Statutory Limits -- State of Florida
		Employers Liability
EFFECTIVE DATE:	<u>November 21, 2010</u>	500,000 (Each Accident)
		500,000 (Disease--Each Employee)
EXPIRATION DATE:	<u>November 21, 2011</u>	500,000 (Disease--Policy Limit)

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.

Authorized Signature

Date: January 10, 2011

Bridgefield Employers Insurance Company, rated A (Excellent) by A.M. Best Company, is an affiliate of and is managed by Summit. Summit includes Summit Consulting, Inc. and its subsidiaries.

WC 97-05a (Rev. 3/03)

summitholdings.com

From: Vicki Jarratt
Sent: Thursday, February 03, 2011 2:56 PM
To: 'olga.valcich@mymanatee.org'; 'marsha.colburn@mymanatee.org'; 'gwen.richards@co.manatee.fl.us'
Subject: 2010 Lift Station Emergency Generators
Attachments: BC20110203DOCC09.PDF

Attached is the agreement for the 2010 Lift Station Emergency Generators accepted by the BCC on 2/3/11.

Best regards,

Vicki Jarratt

Board Records

For R.B. "Chips" Shore

Manatee County Clerk of Circuit Court & Comptroller

www.ManateeClerk.com

vicki.jarratt@manateeclerk.com

941-749-1800 Ext. 4181

"Pride in Service with a Vision to the Future"