



# MANATEE COUNTY FLORIDA

Email: k.reichart@floridasafetycontractors.com  
Ph: (813) 982-9172  
Fx: (813) 982-9183

April 4, 2013

Florida Safety Contractors, Inc.  
Attn: Ms. Elaine Reichart, Vice President  
PO Box 16628  
Tampa, FL 33687

**Re: NOTICE TO PROCEED**  
**IFB #13-0664-OV, Manatee County Area Transit (MCAT) Bus Stop Improvements for ADA Sidewalk Compliance**

Dear Ms. Reichart:

You are hereby notified to commence work on the above referenced contract on or before **April 8, 2013** and to fully complete the work within **120 consecutive days which is by August 6, 2013**. Extensions in time will be by written change order only.

The contract provides for assessment of the sum of **\$566.00 as liquidated damages** for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Please reference Term Agreement **#T1300102** when requesting payment for this project.

**NOTE: ATTACH THIS NOTICE TO YOUR CONTRACT MAKING IT A PART THEREOF.**

Sincerely,

Melissa M. Wendel, CPPO  
Purchasing Official  
Manatee County Purchasing Division

CC: Jeff Streitmatter, Project Management Division Manager, Public Works Department  
Walter Sowa, Sr. Engineering Specialist, Public Works Department  
Kathleen Casey, Administrative Project Coordinator, Public Works Department  
Rodney Beggs, Senior Fiscal Analyst, Public Works Department

Financial Management Department – Purchasing Division  
1112 Manatee Avenue West, Suite 803 Bradenton, FL 34205



**MANATEE COUNTY  
Purchasing Division**

1112 Manatee Ave. W., Ste. 803  
Bradenton, FL 34205  
(941) 749-3014

Term Agreement #: T1300102  
Date: 04/04/13  
Requested by: W.SOWA/RB

**VENDOR**

V017997 (813) 982-9172  
FLORIDA SAFETY CONTRACTORS INC  
PO BOX 16628  
TAMPA, FL 33687

k.reichart@floridasafetycontractors.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
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PRICING IN ACCORDANCE WITH IFB #13-0664-OV, MANATEE COUNTY  
TRANSIT (MCAT) BUS STOP IMPROVEMENTS FOR ADA SIDEWALK  
COMPLIANCE SUBMITTED BY MS. ELAINE REICHART, VICE PRESIDENT  
OF FLORIDA SAFETY CONTRACTORS, INC. ON MARCH 21, 2013.

\*\*\*\*\*  
FLORIDA SAFETY CONTRACTORS, INC., CONTACT INFORMATION:  
MARK JOHNSON, 941-737-3562, TAMPA OFFICE CONTACT INFORMATION:  
813-982-9172.

EMAIL ADDRESS: mjohnson@floridasafetycontractors.com  
\*\*\*\*\*  
MANATEE COUNTY CONTACT: WALTER SOWA, SR., ENGINEERING SPECIALIST  
PHONE: 941-708-7450, EXT. 7332.  
EMAIL ADDRESS: walter.sowa@mymanatee.org

\*\* PAPERLESS TERM AGREEMENT \*\*  
\* NO HARD COPY WILL BE SENT \*  
\*\* TO CHANGE YOUR EMAIL \*\*  
\*\*\* CONTACT THE BUYER \*\*\*  
\*\*\*\*\*

>> CONSTRUCTION <<  
\*\*\*\*\*  
>> TERMS: <<  
>> SEE TWO PARTY AGREEMENT <<  
>> ACCOUNTING DETAIL ONLY <<  
\*\*\*\*\*

0001 PRICING IN ACCORDANCE WITH THE TERMS  
AND CONDITIONS, OF IFB #13-0664-OV,  
INCLUDING ADDENDUM NO.1 FOR THE UP-  
GRADE OF MCAT BUS STOP IMPROVEMENTS  
FOR ADA SIDEWALK COMPLIANCE.

\*\*\*\*CONTINUED\*\*\*\*  
\*\*\*\*CONTINUED\*\*\*\*  
\*\*\*\*CONTINUED\*\*\*\*

**Agreement Total**

Request #:  
Reference #:  
Buyer:

Approved By:

**See Agreement for Remittance Instructions**

\_\_\_\_\_  
\_\_\_\_\_



**MANATEE COUNTY  
Purchasing Division**

1112 Manatee Ave. W., Ste. 803  
Bradenton, FL 34205  
(941) 749-3014

Term Agreement #: T1300102  
Date: 04/04/13  
Requested by: W.SOWA/RB

**VENDOR**

V017997 (813) 982-9172  
FLORIDA SAFETY CONTRACTORS INC  
PO BOX 16628  
TAMPA, FL 33687

k.reichart@floridasafetycontractors.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
	436-9008929-563000/9008929-9100	286,113.00

LIQUIDATED DAMAGES AT \$566.00 PER DAY FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS FINALLY ACCEPTED BY THE COUNTY AND THE CONTRACTOR.

\*\*\*\*\*

A RETAINAGE OF 10% OF THE TOTAL CONTRACT AMOUNT SHALL BE WITHHELD FROM ALL PAYMENTS UNTIL 75% OF THE WORK HAS BEEN COMPLETED. AFTER 75% COMPLETION, THE RETAINAGE SHALL BE REDUCED TO 5% OF THE TOTAL CONTRACT AMOUNT AND ONE HALF OF THE PREVIOUSLY WITHHELD AMOUNT SHALL BE PAID TO THE CONTRACTOR. THE REMAINING 5% RETAINAGE SHALL BE WITHHELD UNTIL THE COUNTY HAS APPROVED THE RECORD DRAWINGS. THE COUNTY AND / OR ENGINEER WILL REVIEW AND APPROVE THE RECORD DRAWINGS WITHIN THIRTY (30) DAYS UNLESS ADDITIONAL INFORMATION IS REQUIRED. THE FINAL PAYMENT AMOUNT SHALL BE MADE UPON FINAL ACCEPTANCE OF THE RECORD DRAWINGS AND FINAL ACCEPTANCE OF COMPLETED WORK BY THE COUNTY AND / OR ENGINEER.

\*\*\*\*\*

NOTICE TO PROCEED DATED: APRIL 4, 2013  
WORK TO COMMENCE: APRIL 8, 2013  
COMPLETION OF WORK BASED ON 120 CALENDAR DAY COMPLETION  
WORK TO BE COMPLETED BY: AUGUST 6, 2013.

**Agreement Total** 286,113.00

**Request #:** R053638  
**Reference #:** IFB#13-0664-OV  
**Buyer:** OLGA VALCICH CONTRACT SPECIALIST (941) 749-3055

**Approved By:**

**See Agreement for Remittance Instructions**



**FRONT PAGE OF  
PUBLIC PAYMENT BOND**

**Florida Statute 255.05**

**Attached to and part of BOND NO. 80098729**

**In Compliance with Florida Statutes 255.05 Public Work. All other Bond page(s) are deemed subsequent to this page regardless of any number(s) that may be pre-printed thereon.**

**CONTRACTOR:** Florida Safety Contractors, Inc.  
11825 Jackson Road  
Thonotosassa, FL 33592  
813-982-9172

**SURETY:** The Guarantee Company of North America USA  
One Towne Square, Suite 1470  
Southfield, MI 48076  
248-281-0281

**AGENT:** Nielson, Wojtowicz, Neu & Associates, Inc.  
1000 Central Avenue, Suite 200  
St. Petersburg, FL 33705  
727-209-1803

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

**PROJECT: IFB #13-0664-OV, Manatee County Area Transit (MCAT) Bus Stop Improvements for ADA Sidewalk Compliance; 9<sup>th</sup> Avenue West/East, Northwest Bradenton Area, Manatee (SR 64) West/East, Cortez Road West (SR 684), 26<sup>th</sup> Street West, 59<sup>th</sup> Street West, Manatee County, FL**

**MANATEE COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND**

Bond No. 80098729

(Enter bond number)

Contractors, Inc.

11825 Jackson Road

BY THIS BOND, We Florida Safety, located at Thonotossasa, FL, as

(Name of Contractor) America USA

(Address) 3592

Principal and The Guarantee Company of North, a corporation, whose address is

(Name of Surety)

One Towne Square, Suite 1470 Southfield, MI 48076

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ 286,113.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. \_\_\_\_\_ with the County for the project titled \*SEE BELOW, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. \_\_\_\_\_, between Principal and County for construction of \*SEE BELOW, the Contract being made a part of this bond by reference, at  
(Title of Project)

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 Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

\*Manatee County Area Transit (MCAT) Bus Stop Improvements for ADA Sidewalk Compliance

4. 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.

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.

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.

DATED ON 4/5/2013.

**CONTRACTOR AS PRINCIPAL**

Florida Safety Contractors, Inc.  
Company Name

  
Signature

Kevin Reichaert, President  
Print Name & Title

(Corporate Seal)

**SURETY**

America USA  
The Guarantee Company of North  
Company Name

  
Signature

Kevin R. Wojtowicz, Attorney-in-Fact  
Print Name & Title

(Corporate Seal)

**AGENT or BROKER**

Nielson, Wojtowicz, Neu & Assoc.  
Company Name

1000 Central Ave., Suite 200  
Address

St Petersburg, FL 33705

727-209-1803  
Telephone

Licensed Florida Insurance Agent?  Yes  No

License #: A289006

State of: Florida

County of: Pinellas

City of: St. Petersburg



# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Kevin R. Wojtowicz, Tracey C. Brown, David R. Turcios  
Nielson, Wojtowicz, Neu & Associates*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this \_\_\_\_\_ day of \_\_\_\_\_

Randall Musselman, Secretary



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

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and **Florida Safety Contractors, Inc.**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at **11825 Thonotosassa Road, Tampa, FL, 33592. Mailing address: PO Box 16628, Tampa, FL 33687.**

**ARTICLE 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB#13-0664-OV, Manatee County Area Transit (MCAT) Bus Stop Improvements for ADA Sidewalk Compliance** in strict accordance with Contract documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**ARTICLE 2. COMPENSATION**

As compensation to the CONTRACTOR, the COUNTY shall pay and the CONTRACTOR will accept as full consideration for the performance of all Work required by **iIFB#13-0664-OV, Manatee County Area Transit (MCAT) Bus Stop Improvements for ADA Sidewalk Compliance**, subject to additions and deductions as provided therein, the sum of **\$286,113.00** for Bid "**A**" based on a completion time of **120** calendar days.

**ARTICLE 3. LIQUIDATED DAMAGES**

Time is of the essence in this Agreement. As of the date of this Agreement, the damages that will be suffered by the County in the event of the Contractor's failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if the Contractor fails to achieve substantial completion of the Work within **120** calendar

days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved change orders), the Contractor shall pay to the County, as liquidated damages (and not as a penalty), the sum of \$566.00 per calendar day for each day beyond 120 days until the Contractor achieves substantial completion. The County shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by the Contractor. Alternatively, the Contractor shall immediately pay said sums to the County upon the County's demand for same.

#### **ARTICLE 4. ENGINEER**

The County of Manatee, Public Works Department, is responsible as the COUNTY and as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract documents.

All communications involving this project will be addressed to: Mr. Walter Sowa, Sr. Engineering Specialist, Project Manager, Public Works. All invoicing will be addressed to the attention of: Mr. Walter Sowa, Sr. Engineering Specialist, Project Manager, Public Works. Invoice copies shall be sent to Ms. Shari Barnwell, PE, Project Manager, Cardno TBE.

Manatee County Public Works Department  
IFB#13-0664-OV  
Attn: Mr. Walter, Sowa  
Sr. Engineering Specialist  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Phone: (941) 708-7450 Ext. 7332

Cardno TBE  
Attn: Ms. Shari Barnwell, PE  
Project Manager  
380 Park Place Boulevard  
Suite 300  
Clearwater, FL 33759  
Phone: (727) 431-1604

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

## **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

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

- 5.1 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.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 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.
- 5.4 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.

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

#### **ARTICLE 6. CONTRACT DOCUMENTS**

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

- 6.1 This Agreement and Bid document **IFB#13-0664-OV**
- 6.2 Public Construction Bond Form and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number #1 to #1 inclusive
- 6.5 CONTRACTOR'S Bid Form
- 6.6 Reports
- 6.7 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.

6.8 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 6.

#### **ARTICLE 7. MISCELLANEOUS**


- 7.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 7.2 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.
- 7.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract documents.

**AGREEMENT**

**IFB #13-0664-OV**

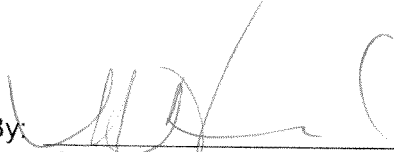
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

**CONTRACTOR**

By:   
Kevin Reichart, President  
Print Name & Title of Signer

Date: April 1, 2013

**COUNTY OF MANATEE, FLORIDA**

By:   
Melissa M. Wendel, CPPO  
Purchasing Official

Date: 4/5/2013

**FRONT PAGE OF  
PUBLIC PAYMENT BOND**

**Florida Statute 255.05**

**Attached to and part of BOND NO. 80098729**

**In Compliance with Florida Statutes 255.05 Public Work. All other Bond page(s) are deemed subsequent to this page regardless of any number(s) that may be pre-printed thereon.**

**CONTRACTOR:** Florida Safety Contractors, Inc.  
11825 Jackson Road  
Thonotosassa, FL 33592  
813-982-9172

**SURETY:** The Guarantee Company of North America USA  
One Towne Square, Suite 1470  
Southfield, MI 48076  
248-281-0281

**AGENT:** Nielson, Wojtowicz, Neu & Associates, Inc.  
1000 Central Avenue, Suite 200  
St. Petersburg, FL 33705  
727-209-1803

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

**PROJECT: IFB #13-0664-OV, Manatee County Area Transit (MCAT) Bus Stop Improvements for ADA Sidewalk Compliance; 9<sup>th</sup> Avenue West/East, Northwest Bradenton Area, Manatee (SR 64) West/East, Cortez Road West (SR 684), 26<sup>th</sup> Street West, 59<sup>th</sup> Street West, Manatee County, FL**

**MANATEE COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND**

Bond No. 80098729

(Enter bond number)

Contractors, Inc.

11825 Jackson Road

BY THIS BOND, We Florida Safety, located at Thonotossasa, FL, as

(Name of Contractor) America USA

(Address) 3592

Principal and The Guarantee Company of North, a corporation, whose address is

(Name of Surety)

One Towne Square, Suite 1470 Southfield, MI 48076

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ 286,113.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. \_\_\_\_\_ with the County for the project titled \*SEE BELOW, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. \_\_\_\_\_, between Principal and County for construction of \*SEE BELOW, the Contract being made a part of this bond by reference, at

(Title of Project)

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 Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

\*Manatee County Area Transit (MCAT) Bus Stop Improvements for  
ADA Sidewalk Compliance



4. 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.


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.

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.

DATED ON \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Florida Safety Contractors, Inc.  
Company Name

  
\_\_\_\_\_  
Signature

Kevin Reichart, President  
Print Name & Title

*(Corporate Seal)*

**SURETY**

America USA  
The Guarantee Company of North  
Company Name

  
\_\_\_\_\_  
Signature

Kevin R. Wojtowicz, Attorney-in-Fact  
Print Name & Title

*(Corporate Seal)*

**AGENT or BROKER**

Nielson, Wojtowicz, Neu & Assoc.  
Company Name

1000 Central Ave., Suite 200  
Address

St Petersburg, FL 33705

727-209-1803  
Telephone

Licensed Florida Insurance Agent?  Yes  No

License #: A289006

State of: Florida

County of: Pinellas

City of: St. Petersburg



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Kevin R. Wojtowicz, Tracey C. Brown, David R. Turcios
Nielson, Wojtowicz, Neu & Associates

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this day of

[Signature of Randall Musselman]

Randall Musselman, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2013

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).

<b>PRODUCER</b> Bowen, Miclette & Britt of Florida, LLC 1020 N. Orlando Avenue Suite 200 Maitland FL 32751		<b>CONTACT NAME:</b> Helen Wright <b>PHONE (A/C, No, Ext):</b> 407-647-1616 <b>E-MAIL ADDRESS:</b> hwright@bmbinc.com <b>FAX (A/C, No):</b> 407-628-1635	
<b>INSURED</b> Florida Safety Contractors, Inc. P.O. Box 16628 Tampa FL 33687		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Amerisure Insurance Company <b>INSURER B :</b> Bridgefield Employers Insurance Co. <b>INSURER C :</b> Amerisure Mutual Insurance Company <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
FLORIDASAF1		NAIC # 10701 23396	

**COVERAGES** **CERTIFICATE NUMBER: 804920960** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL2085766	1/26/2013	1/26/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2074533	1/26/2013	1/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CU2080871	1/26/2013	1/26/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	083033387	1/21/2013	1/21/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re:IFB#13-0664-OV, Manatee County Area Transit(MCAT) Bus Stop Improvements for ADA Sidewalk Compliance, FSC #13-036. When required by written contract, those Parties listed in said contract, including Manatee County, a political subdivision of the State of Florida, are added as an Additional Insured with respects to General Liability as afforded by the policy and/or endorsements.

<b>CERTIFICATE HOLDER</b>  Manatee County Purchasing Dept 1112 Manatee Avenue West #803 Bradenton FL 34205	<b>CANCELLATION</b>  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 
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**From:** [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)  
**To:** [Vicki Tessmer](#)  
**Subject:** IFB No. 13-0664-OV, Manatee County Area Transit Bus Stop Improvements, for ADA Sidewalk Compliance  
**Date:** Friday, April 05, 2013 4:04:12 PM  
**Attachments:** [NTP.PO.EXECU.DOCS.4.5.2013.pdf](#)

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Vicki:

Good afternoon to you.

Please accept the attached executed Agreement for **Manatee County Area Transit Bus Stop Improvements for ADA Sidewalk Compliance** in accordance with the terms and conditions of IFB#13-0664-OV. This executed Agreement is authorized by Chapter 2-26 of the Manatee County Code and pursuant to the Purchasing Division's Administrative Standards and Procedures Manual.

**INSTRUCTIONS TO BOARD RECORDS:**

Please send email confirmation of acceptance to the following:  
[k.reichart@floridasafetycontractors.com](mailto:k.reichart@floridasafetycontractors.com) (Kevin Reichart)

[rodney.beggs@mymanatee.org](mailto:rodney.beggs@mymanatee.org)  
[kathleen.casey@mymanatee.org](mailto:kathleen.casey@mymanatee.org)  
[olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)

Should you have any questions, please call me at extension 3055.

**Attached pdf includes:**

Notice to Proceed  
Purchase Order  
Executed Agreement  
Performance and Payment Bond  
Certificate of Insurance

Best regards  
Olga Valcich, CPPB  
Contract Specialist  
Manatee County Government  
Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205  
Ph: 941-749-3055 / Fx: 941-749-3034  
email: [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)

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Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

**From:** [olga.valcich@mymanatee.org](mailto:olga.valcich@mymanatee.org)  
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[kathleen.casey@mymanatee.org](mailto:kathleen.casey@mymanatee.org)  
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Should you have any questions, please call me at extension 3055.

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Best regards  
Olga Valcich, CPPB  
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1112 Manatee Avenue West, Suite 803  
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