



MANATEE COUNTY FLORIDA

Email: novakm@gatorgap.com
hickse@gatorgap.com
Ph: (941) 751-3900
Fx: (941) 751-3949

April 5, 2013

Gator Grading and Paving, LLC
Attn: Mr. Michael A. Novak, President
2704 105th Street East
Palmetto, FL 34221

**Re: NOTICE TO PROCEED
IFB #12-3187-OV, Perico Bayou Parking Area**

Dear Mr. Novak:


You are hereby notified to commence work on the above referenced contract on or before **April 15, 2013** and to fully complete the work within **90 consecutive days which is by July 14, 2013**. Extensions in time will be by written change order only.

The contract provides for assessment of the sum of **\$1532.00 as liquidated damages** for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Please reference Term Agreement **#T1300104** 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
Brian Martineau, Sr. Engineering Specialist, Public Works Department
Kathleen Casey, Administrative Project Coordinator, Public Works Department
Marsha Colburn, Sr. Records & Information Technician, Public Works Department
Johnnie Yetter, 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 #: T1300104
Date: 04/08/13
Requested by: MARTINEAU/JFY

VENDOR

V012741 (941) 751-3900
GATOR GRADING AND PAVING LLC
2704 105TH ST E
PALMETTO, FL 34221

novakm@gatorgap.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
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PRICING IN ACCORDANCE WITH IFB #12-3187-OV, PERICO BAYOU
PARKING AREA SUBMITTED BY MR. MICHAEL NOVAK, PRESIDENT OF
GATOR GRADING AND PAVING, LLC ON JANUARY 17, 2013 WITH A
BID OPENING DATE OF JANUARY 18, 2013.

GATOR GRADING AND PAVING CONTACT: ED HICKS, PHONE NO.
941-915-1498/ EMAIL ADDRESS: hickse@gatorgap.com

MANATEE COUNTY CONTACT: BRIAN MARTINEAU, SR ENGINEERING
SPECIALIST. PHONE NO. 941-708-7450 / EXT. 7243. EMAIL:
brian.martineau@mymanatee.org.

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

>> CONSTRUCTION <<

>> TERMS: <<

>> SEE TWO PARTY AGREEMENT <<

>> ACCOUNTING DETAIL ONLY <<

0001

MOBILIZATION FOR PERICO BAYOU PROJECT
TERMS AND CONDITIONS IN ACCORDANCE
WITH IFB #12-3187-OV, INCLUDING
ADDENDA 1 THROUGH 3.

****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 #: T1300104
Date: 04/08/13
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VENDOR

V012741 (941) 751-3900
GATOR GRADING AND PAVING LLC
2704 105TH ST E
PALMETTO, FL 34221

novakm@gatorgap.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
	303-6048722-534000/6048722-0004	33,250.00
0002	PERICO BAYOU BOARDWALK.....	
	307-6048722-534000/6048722-0004	4,816.40
0003	PERICO BAYOU BOARDWALK*****	
	310-6048722-534000/6048722-0004	148,000.00
0004	PERICO BAYOU BOARDWALK*****	
	309-6048722-534000/6048722-0004	134,000.00
0005	PERICO BAYOU ROADWAY*****	
	307-6048722-534000/6048722-0004	157,957.75
0006	PERICO BAYOU PARKING*****	
	303-6048722-534000/6048722-0004	108,670.55

LIQUIDATED DAMAGES AT \$1,532.00 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 WORK IN PLACE SHALL BE WITHHELD UNTIL 50% COMPLETE. AFTER 50% COMPLETION, THE RETAINAGE SHALL BE REDUCED TO 5% OF THE TOTAL WORK IN PLACE. 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 30 DAYS UNLESS ADDITIONAL INFORMATION IS REQUIRED. UPON FINAL ACCEPTANCE OF THE COMPLETION OF WORK AND APPROVAL OF THE RECORD DRAWINGS BY THE COUNTY AND / OR ENGINEER, THE REMAINING

****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 #: T1300104
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VENDOR

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GATOR GRADING AND PAVING LLC
2704 105TH ST E
PALMETTO, FL 34221

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ITEM#	DESCRIPTION	DOLLAR AMOUNT
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RETAINAGE SHALL BE INCLUDED IN THE FINAL PAYMENT.

 NOTICE TO PROCEED DATED: APRIL 5, 2013
 WORK TO COMMENCE: APRIL 15, 2013
 COMPLETION OF WORK BASED ON 90 CALENDAR DAY COMPLETION
 WORK TO BE COMPLETED BY: JULY 14, 2013.



Agreement Total 586,694.70

Request #: R052757
Reference #: IFB#12-3187-OV
Buyer: OLGA VALCICH CONTRACT SPECIALIST (941) 749-3055

Approved By:

Olga Valcich

See Agreement for Remittance Instructions

M. H. ...

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 Gator Grading & Paving, LLC hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at 2704 105th Street East, Palmetto, FL 34221.

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for (IFB#12-3187-OV, Perico Bayou Parking Area) 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 (IFB#12-3187-OV, Perico Bayou Parking Area), subject to additions and deductions as provided therein, the sum of Five Hundred Eighty-Six Thousand Six Hundred Ninety-Four Dollars and Seventy Cents (\$586,694.70) for Bid "A" based on a completion time of (90) 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 90 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 **\$1,532.00** per calendar day for each day beyond **90** 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. Brian Martineau, Sr. Engineering Specialist. All invoicing will be addressed to the attention of Mr. Brian Martineau, Sr. Engineering Specialist.

County of Manatee
Public Works Department
Project Management Division
Attn: Mr. Brian Martineau,
Sr. Engineering Specialist
IFB#12-3187-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7450, Ext. 7243

County of Manatee
Public Works Department
Project Management Division
Attn: Ms. Alidys Alicea-Monsantos
Engineering Specialist I
IFB#12-3187-OV
1022 26th Avenue East
Bradenton, FL 34208
Phone (941) 708-7434

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 #12-3187-OV**)
- 6.2 Performance and/or other Bonds and Insurance Certificate(s)
- 6.3 Drawings/Plans (not attached)
- 6.4 Addendum number **1** to **3** 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 #12-3187-OV**

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

CONTRACTOR

By: William K. Nicks

William K. Nicks CEO/mgr
Print Name & Title of Signer

Date: 3-28-13

COUNTY OF MANATEE, FLORIDA

By: Melissa M. Wendel
Melissa M. Wendel, CPPO
Purchasing Official

Date: 4/8/2013



**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

58702764

Bond No. 016053268

(Enter bond number)

BY THIS BOND, We Gator Grading and Paving, LLC, located at 2704 105th Street East, as

(Name of Contractor)

(Address)

Principal and Western Surety Company and Liberty Mutual Insurance Company, a corporation, whose address is

(Name of Surety)

333 South Wabash Avenue, Chicago, IL 60604 and 175 Berkeley Street, Boston, MA 02166

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$586,694.70, 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. 12-3187-OV with the County for the project titled **Perico Bayou Parking Area**, 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. 12-3187-OV, between Principal and County for construction of Perico Bayou Parking Area, 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

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 4/8/2013.

CONTRACTOR AS PRINCIPAL
Gator Grading and Paving Company, LLC

Company Name

Michael A. Novak

Signature

Michael A. Novak President

Print Name & Title

(Corporate Seal)

SURETY Western Surety Company and
Liberty Mutual Insurance Company

Company Name

Renee Ellis

Signature

Renee Ellis, Attorney in Fact

Print Name & Title

(Corporate Seal)



AGENT or BROKER

Turner Insurance & Bonding Company, Inc.

Company Name

2601 Bell Road

Address

Montgomery, Alabama 36117

334-244-0004

Telephone

Licensed Florida Insurance Agent?

Yes

No

License #:

Non-Resident License No. D011432

State of:

Alabama

County of:

Montgomery

City of:

Montgomery

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden,
Individually**

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

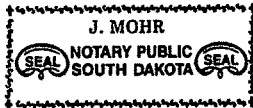
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5494255

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **BILLIE JO SANDERS; DAVID J. DURDEN; PAUL B. SCOTT JR.; RENEE ELLIS; THOMAS J. GENTLE**

all of the city of MONTGOMERY, state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of July, 2012.



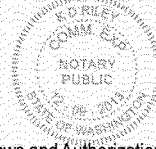
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 30th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

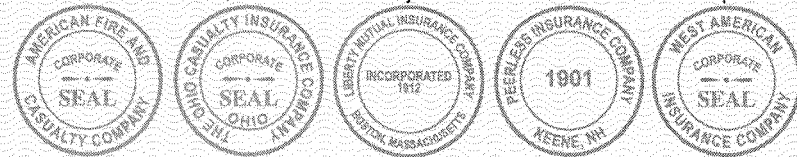
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

March 28, 2013

Ms. Olga Valcich
Contract Specialist, Purchasing Division
Manatee County
Manatee County Government Administration Building
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205



Re: Authority to Date Bonds and Powers of Attorney
Principal: Gator Grading & Paving, LLC
Bond No.: 58702764 - 016053268
IFB#12-3187-OV Perico Bayou Parking Area
Project No. 303-6038720

Dear Ms. Valcich:

Please be advised that we, the Sureties, hereby authorize you to date the bond and powers of attorney concurrent with the date of the contract.

If you need anything further, please contact this office.

Regards,

Renee Ellis, Attorney in Fact
Western Surety Company and Liberty Mutual Insurance Company

Recording Costs

Clerk of the Circuit Court - Manatee County
R.B. "Chips" Shore
P.O. Box 25400 Bradenton FL 34206
Visit our website: "www.manateeclerk.com"

GATOR GRADING & PAVING
COUNTER

RECEIPT
#1 of #1

Thank You - Rec.# 410196144 -
410196144

Case No: 2013 RC 000003 - 2013 RC 000003
Bk./Pg./Doc.# 2465/1025/3133631 -
2465/1030/3133631
04/01/2013 13:53:44
PSCOTT RECORDING CASH BOOK
VISA 7694932 60.50
Total 60.50
Receipt(s) Amount 60.50
Change 0.00

AR PAYOR: Book# Page#
DOC TYPE: BND CALC AMOUNT: \$0.00
PAGES: 6 FILE#
Receipt: 410196144 4/01/13 1:51PM By: PB

CODE	RECEIPT DESC.	FUND	ACCOUNT	QTY	FEES
R	RECORDING TRUST	199	000000341150	0	3.50
R	RECORDING FEES	001	000000341100	0	25.00
R	CLERK CT TECH FUND	199	000000341160	0	11.40
R	FL ASSOC COURT CLERK	001	000000208911	0	0.60
R	BD OF COUNTY COMM	001	000000208912	0	12.00
CC	CERTIFYING COPIES	001	000000341400	1	2.00
C	COPIES	001	000000341400	6	6.00



RECEIPT TOTAL: \$60.50
GRAND TOTAL: \$60.50

Receipt#
410196144 thru 410196144

OFFICE HOURS *****8:30 AM - 5:00 PM
"Pride in Service with a Vision to the Future"

THIS RECEIPT MUST BE VALIDATED BY CENTRAL CASHIERING

*IFB # 12-3187-OK
Denise Bayan Payking
Amen -*

From: olga.valcich@mymanatee.org
To: [Vicki Tessmer](mailto:Vicki.Tessmer)
Cc: brian.martineau@mymanatee.org; johnnie.yetter@mymanatee.org; gwen.richards@mymanatee.org; marsha.colburn@mymanatee.org; kathleen.casey@mymanatee.org; sherri.robinson@mymanatee.org
Subject: IFB #12-3187-OV, Perico Bayou Parking Area NTP., PO., Executed Documents
Date: Tuesday, April 09, 2013 1:03:28 PM
Attachments: [NTP_PO_T1300104.GATOR.GRAD.EXEC.DOC.4.9.2013.pdf](#)

Vicki:

Good afternoon: Please accept the attached executed Agreement for **IFB #12-3187-OV, Perico Bayou Parking Area** in accordance with the terms and conditions of the referenced IFB.

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 to: Gator Grading and Paving, LLC
email address: hickse@gatorgap.com

johnnie.yetter@mymanatee.org
kathleen.casey@mymanatee.org
olga.valcich@mymanatee.org

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

Attached pdf includes:

Notice to Proceed
Purchase Order
Executed Agreement
Performance and Payment Bonds
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

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.