

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 **Westra Construction Corp.**, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at **1263 12th Avenue East, Palmetto, Florida 34221.**

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for **IFB# 13-1272-DS, Neal Preserve Trail from Causeway Path Boardwalk** 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# 13-1272-DS, Neal Preserve Trail from Causeway Path Boardwalk**, subject to additions and deductions as provided therein, the sum of **\$375,117.25** for Bid "**B**" 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 final 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

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each day beyond 120 days until the Contractor achieves final 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, Public Works Department and to the Engineer of Record, Mr. Chris Mowbray, Highway Engineering Div. Mgr Public Works Department. All invoicing will be addressed to the attention of: Mr. Brian Martineau and a copy sent to Mr. Chris Mowbray, at the addresses noted below.

Manatee County Government
Public Works Department
Attn: Mr. Brian Martineau
Sr. Engineering Specialist
IFB# 13-1272-DS
1022 26th Avenue East
Bradenton Florida 34208
(941) 708-7450 ext. 7243

Manatee County Government
Public Works Department
Attn. Mr. Chris Mowbray
Highway Engineering Div. Mgr.
IFB# 13-1272-DS
1022 26th Avenue East
Bradenton, FL 34208
(941) 708-7450 ext. 7605

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# 13-1272-DS.**
- 6.2 Public Construction Bond Form 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 #13-1272-DS

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

CONTRACTOR

By: Michael Beukema

MICHAEL BEUKEMA PRES
Print Name & Title of Signer

Date: 10.8.13

COUNTY OF MANATEE, FLORIDA

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

Date: 10/15/2013

MEMORANDUM



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

MANATEE COUNTY
FLORIDA

Phone: 941.749.3045
Fax: 941.749-3034
donna.stevens@mymanatee.org

To: Vicki Tessmer, Supervisor
Board Records

From: Donna M. Stevens
Purchasing Office
Sent Via Email 10/22/13 (vj)

Date: October 15, 2013

Subject: Contract Documents: Westra Construction Corp. (T1400021)
IFB# 13-1272-DS (Neal Preserve Trail from Causeway Path Boardwalk)

Please accept into record the enclosed executed contract with Westra Construction Corp. with the mailing address of 1263 12th Avenue East, Palmetto, FL 34221 for Neal Preserve Trail from Causeway Path Boardwalk for contract duration of 120 calendar days in the amount of \$375,117.25 in accordance with the Terms and Conditions detailed in Invitation for Bid No. #13-1272-DS. Recorded Public Construction Bond and Insurance Certificate are in accordance with Manatee County Code of Law, Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator.

Please forward for inclusion in the Board of County Commissioners Consent Agenda, Clerk's Consent Calendar.

Instructions to Board Records:

Recording Confirmation to:

Westra Construction Corp. (email address: mike@westraconst.com)
Donna M. Stevens, Purchasing Department
Brian Martineau, Sr. Engineering Specialist, Public Works Department
Towanda Brinson Clerk of the Circuit Court

If you require any additional background or information, please call me at Ext. 3045.

Thank you

/ds

Attachments to Board Records only: (signed and dated: DMS 10/15/13)

- 1) Contract Document (1 set)
- 2) Recorded Public Construction Bond and the Certificate of Insurance (1 set)
- 3) Term Encumbrance T1400021 dated 10/15/2013

Willis

Telephone: (941) 373-1345
Fax: (941) 554-3090
Toll Free: (800) 833-9074
Website: www.willis.com

October 7, 2013

Manatee County
Public Works Department
1022 26th Avenue East
Bradenton, FL 34208

Re: Westra Construction Corp.
IFB No. 13-1272-DS
Neal Preserve Trail from Causeway Path Boardwalk
Bond Amount: \$375,117.25.00
Bond No.: 105736543

Dear Sir or Madam:

Enclosed you will find the Performance and Payment Bond for the above-referenced project, which we have executed with the dates left blank, as the contract has not been dated.

This is your authorization to enter the contract date on the bond and to use the date of execution on the bond and Power of Attorney.

Thank you.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA



Anthony T. Papa, Jr.
Attorney-in-Fact and
Licensed Florida Agent

ATP/cm

Enclosure



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225801

Certificate No. 005311269

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anthony T. Papa Jr., Carol McManus, and Christine A. Papa

of the City of Sarasota, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of December, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 20th day of December, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 heretunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

PERFORMANCE AND PAYMENT BOND
(Public Work)
In compliance with F.S. Chapter 255.05(1)(a)

BOND NO.: 105736543

CONTRACTOR NAME: WESTRA CONSTRUCTION CORP.

CONTRACTOR ADDRESS: 1263 12th Avenue East
Palmetto, FL 34221

CONTRACTOR PHONE NO.: 941-723-1611

SURETY COMPANY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183 Phone 860-277-0111

SURETY AGENT: Willis of Florida, Inc.
6151 Lake Osprey Drive, Third Floor
Sarasota, FL 34240
941-373-1345

OWNER NAME: MANATEE COUNTY

OWNER ADDRESS: 1022 26th Avenue East
Bradenton, FL 34208

OWNER PHONE NO.: 941-708-7450 ext. 7243

OBLIGEE NAME: (If contracting
entity is different from the owner,
the contracting public entity) n/a

OBLIGEE ADDRESS: n/a
n/a

OBLIGEE PHONE NO.: n/a

BOND AMOUNT: \$375,117.25

CONTRACT NO.: (if applicable) IFB No. 13-1272-DS

DESCRIPTION OF WORK: Neal Preserve Trail from Causeway Path Boardwalk.
Manatee County, Florida

PROJECT ADDRESS: Neal Preserve Trail from Causeway Path Boardwalk.
Manatee County, Florida

LEGAL DESCRIPTION: Neal Preserve Trail from Causeway Path Boardwalk.
Manatee County, Florida

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. 105736543
(Enter bond number)

BY THIS BOND, We Westra Construction Corp., located at 1263 12th Ave. E., Palmetto, FL 34221, as
(Name of Contractor) (Address)

Principal and Travelers Casualty and Surety Company of America, a corporation, whose address is
(Name of Surety)
One Tower Square, Hartford, CT 06183 Phone 860-277-0111

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ 375,117.25, 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. 13-1272-DS with the County for the project titled Neal Preserve Trail from Causeway Path Boardwalk, 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. 13-1272-DS, between Principal and County for construction of

Neal Preserve Trail from Causeway Path Boardwalk, 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 10/15/2013

CONTRACTOR AS PRINCIPAL

Westra Construction Corp.

Company Name

Michael Beukema

Signature

MICHAEL BEUCEMA, PRES.

Print Name & Title

(Corporate Seal)

SURETY

Travelers Casualty and Surety Company of America

Company Name

Anthony T. Papa, Jr.

Signature

Anthony T. Papa, Jr., Attorney-in-Fact
and Licensed Florida Resident Agent

Print Name & Title

(Corporate Seal)

AGENT or BROKER

Willis of Florida, Inc.

Company Name

6151 Lake Osprey Drive, Third Floor

Address

Sarasota, FL 34240

941-373-1345

Telephone

Licensed Florida Insurance Agent? Yes No

License #: A199806

State of: Florida

County of: Sarasota

City of: Sarasota

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225801

Certificate No. 005311265

KNOW ALL MEN BY THESE PRESENTS. That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

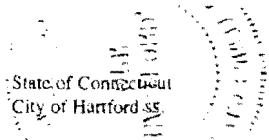
Anthony T. Papa Jr., Carol McManus, and Christine A. Papa

of the City of Sarasota, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of December 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



By: [Signature] Robert L. Rancy, Senior Vice President

On this the 20th day of December 2012, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature] Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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__

Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF FLORIDA, COUNTY OF MANATEE
 This is to certify that the foregoing is a true and correct copy of the documents on file in my office.
 This copy has no redactions
 This copy may have been redacted pursuant to law
 Witness my hand and official seal this _____ day of _____, 20__
 R.B. "CHIPS" SHORE
 Clerk of Circuit Court
 By _____ D.C.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



STATE OF FLORIDA, COUNTY OF MANATEE
 This is to certify that the foregoing is a true and correct copy of the documents on file in my office.
 This copy has no redactions
 This copy may have been redacted pursuant to law
 Witness my hand and official seal this _____ day of _____, 20__
 R.B. "CHIPS" SHORE
 Clerk of Circuit Court
 By *[Signature]* D.C.



**MANATEE COUNTY
Purchasing Division**

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

Term Agreement #: T1400021
Date: 10/15/13
Requested by: MARTINEAU/JFY

VENDOR

V962452 (941) 723-1611
WESTRA CONSTRUCTION CORP
PO BOX 1149
PALMETTO, FL 34220-1149

ben@westraconst.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
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In accordance with the terms and conditions of the IFB #13-1272-DS.

Bid submitted by Mr. Mike Beukema 8.15.2013

MANATEE COUNTY CONTACT:

BRIAN MARTINEAU, Senior Engineering Specialist
PHONE: 941-708-7450, EXTENSION 7243

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

 *** VENDOR PLEASE NOTE ***
 ** TO EXPEDITE YOUR PAYMENT **
 DOCUMENT PO# ON ALL INVOICES

0001 NEAL PRESERVE TRAIL FROM CAUSEWAY PATH
 BOARDWALK

 DRAFT BID DOCS

0002 309-6068711-534000/6068711-0004 375,117.25
 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 until final completion and acceptance of the work by the County. Upon final acceptance, the remaining retainage shall be included in the final payment.

****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

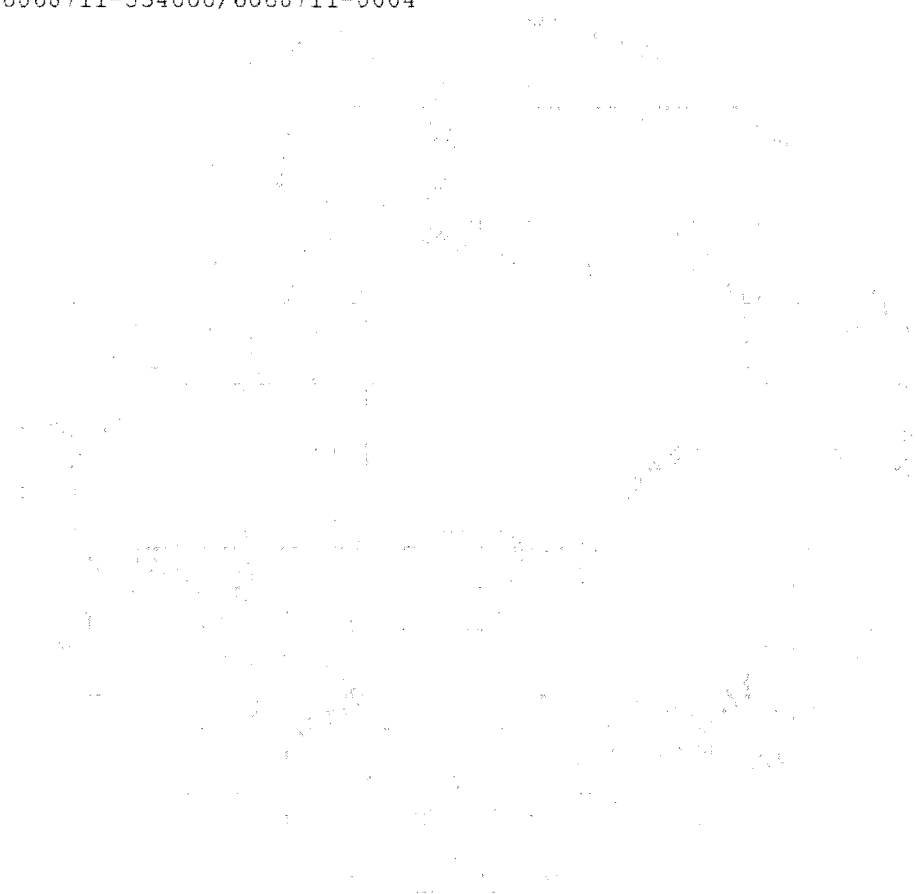
Term Agreement #: T1400021
Date: 10/15/13
Requested by: MARTINEAU/JFY

VENDOR

V962452 (941) 723-1611
WESTRA CONSTRUCTION CORP
PO BOX 1149
PALMETTO, FL 34220-1149

ben@westraconst.com

ITEM#	DESCRIPTION	DOLLAR AMOUNT
	309-6068711-534000/6068711-0004	



Agreement Total 375,117.25

Request #: R054335
Reference #: IFB# 13-1272-DS
Buyer: DONNA STEVENS CONTRACT SPECIALIST (941) 749-3045

Approved By:

Donna M. Stevens

See Agreement for Remittance Instructions

Heidi W. Wellen