

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	Authorization to Award IFB #11-0579OV, Construction of the Bradenton Downtown Bus Transfer Plaza / Bus Station Bradenton, FL	TYPE AGENDA ITEM	Consent
DATE REQUESTED	May 24, 2011 (deferred from April 26, 2011)	DATE SUBMITTED/REVISED	April 13, 2011
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Financial Management/Purchasing	AUTHORIZED BY TITLE	<i>JB</i> Jim Seuffert, Director
CONTACT PERSON TELEPHONE/EXTENSION	Olga Valcich, Purchasing x 3055 R.C. "Rob" Cuthbert, C.P.M, CPPO Purchasing x 3014	PRESENTER/TITLE TELEPHONE/EXTENSION	Howard Leyo, Project Manager, x 3052 / Tom Yarger, Construction Services Project Manager, x 3003
ADMINISTRATIVE APPROVAL		<i>[Signature]</i>	
ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED			
<p>Authorization to Award IFB #11-0579OV, Construction of the Bradenton Downtown Bus Transfer Plaza / Bus Station, Bradenton, FL to Zirkelbach Construction, Palmetto, FL in the amount of \$1,751,856.00 (Option "B" - 270 calendar day completion time) and to authorize the County Administrator, or his designee to execute contract documents, payment / performance bonds and certificate of insurance.</p>			
ENABLING/REGULATING AUTHORITY			
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy			
Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance, Section 2-26-40 and the Standards and Procedures approved by the County Administrator.			
BACKGROUND/DISCUSSION			
<ul style="list-style-type: none"> • This project consists of the construction of a Bradenton Downtown Bus Transfer Plaza / Bus Station located at 601 13th Street West, Bradenton, FL. • Background/Discussion Continued on page 2. • Funding Source: This project is funded by the Federal Transit Administration and the Florida Department of Transportation. Grant Nos. FTA FL90-X593 and FDOT AOK48. 			
Check appropriate box			
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: (____))		
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)		
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)		
<input type="checkbox"/>	OTHER		
ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
Department Memo (dated April 1, 2011) Engineer of Record Recommendation (3/31/2011) Bid Tabulation Executed Agreement (2 originals) Payment / Performance Bonds (2 originals) Certificate of Insurance (2 originals)		One Original to Bard Records. 2 nd Original to Zirkelbach Construction, 1415 10 th St. W., Palmetto, FL 34221 Copy of Signature Page to: Rodney Beggs, Senior Fiscal Analyst, Public Works; Howard Leyo, Project Manager, Property Management Dept., Olga Valcich, Purchasing Division	
COST:	\$1,751,856.00	SOURCE (ACCT # & NAME):	4369003114-562000 / 4369008926-562000 / 4369008932-562000 Grants: FTA FL90-X593 and FDOT AOK48.
COMMENTS:	N/A	BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA MAY 24 2011 IN OPEN SESSION [Signature]	
		M.T./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	
		N/A	

[Signature]

- The scope of this project includes the construction of the Bradenton Downtown Bus Transfer Plaza/Bus Station located between 6th Avenue West and 8th Avenue West (West of the Bank of America and East of First Bank), with the physical address of 601 13th Street West, Bradenton, FL. The Bus Transfer Plaza / Bus Station will include a small permanent structure, bus shelters, connecting canopy, landscape and hardscape for the project. The permanent structure will also hold office and support for two (2) work stations, three (3) restrooms, and a vending area.

Unique to this project will be the installation of four (4) Art Walls at the Bradenton Downtown Bus Transfer Plaza / Bus Station. In an attempt to encourage public ridership, and the beautification of the Downtown Bradenton area, Manatee County Transit Authority (MCAT) requested SchenkelShultz Architecture, the Architect of Record to team up with the Bradenton Downtown Development Authority (BDDA) who provided for the selection process of the artist for the public art work. The Art Walls between the bus bays will incorporate fence in median with panels for changing art displays and / or advertising.

2/11/2011 – 3/23/2011 appropriate bid procedures were followed. Notice of Bid availability was broadcast to 1,988 suppliers via Onvia DemandStar, www.mymanatee.org and the Manatee Chamber of Commerce. Thirteen (13) local suppliers were directly solicited for this project. A total of fourteen (14) bids were received. Six (6) bids were from Manatee County, three (3) bids were from Sarasota County, one (1) bid was from Hillsborough County, one (1) bid was from Highlands County one (1) bid from Polk County and two (2) bids were from Lee County. The fourteen (14) bids received are listed in ascending order based on Bid "B", 270 calendar day completion time.

Contractor	Bid "A" (300 Calendar Days)	Bid "B" (270 Calendar Days)
1. Zirkelbach Construction, Palmetto, FL	\$1,751,856.00	\$1,751,856.00
2. E. O. Koch, Seabring, FL	\$1,781,490.00	\$1,781,490.00
3. DeLesline Construction, Palmetto, FL	\$1,799,089.00	\$1,799,089.00
4. NDC Construction, Bradenton, FL	\$1,847,700.00	\$1,837,700.00
5. Pat Cook Construction, Bradenton, FL	\$1,895,146.00	\$1,895,146.00
6. Vogel Bros. Building Co., Lakeland, FL	\$1,910,000.00	\$1,910,000.00
7. Stellar Development, Bradenton, FL	\$1,911,286.00	\$1,911,286.00
8. Holland Construction, Sarasota, FL	\$1,919,800.00	\$1,919,800.00
9. J. L. Wallace, Inc., Fort Myers, FL (Contractor did not provide pricing for Bid Items Nos. 3, 4, 6)	\$ 291,500.00	\$1,959,000.00
10. Magnum Builders, Sarasota, FL	\$2,027,584.00	\$2,027,584.00
11. Construction Technology Group, Inc. Plant City, FL	\$2,121,000.00	\$2,157,000.00
12. Lodge Construction, Inc., Fort Myers, FL	\$2,333,211.52	\$2,379,155.85
13. Westra Construction, Palmetto, FL	\$2,432,000.00	No Bid
14. D. L. Porter Constructors, Sarasota, FL (Extended total corrected - Contractor did not provide pricing for Bid Item #6)	\$ 735,689.00	\$ 735,689.00

- 04/01/2011 – Property Management staff has recommended award to the lowest, responsive, responsible bidder, Zirkelbach Construction, Palmetto, FL in the amount of \$1,751,856.00 with a construction completion time of two hundred seventy days (270) calendar days.
- Funding Source: This project is funded by the Federal Transit Administration and the Florida Department of Transportation. Grant Nos. FTA FL90-X593 and FDOT AOK48.

IFB #11-0579-OV
Downtown Bradenton Transit Station
Location: 601 13th Street West, Bradenton, FL

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 Zirkelbach Construction, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 1415 10th Street West, Palmetto, FL 34221 (Phone: 941-729-0000).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. IFB#11-0579-OV / Downtown Bradenton Transit Station, Bradenton, Manatee County, FL in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the COUNTY and SCHENKELSHULTZ ARCHITECTURE hereinafter referred to 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. Howard Leyo, Project Manager, Property Management Department and to Mr. Drazen Ahmedic, AIA Associate, SchenkelShultz Architecture. All Invoices will be addressed to Mr. Leyo, with copies of invoices to Mr. Ahmedic, SchenkelShultz Architecture.

IFB #11-0579-OV
Downtown Bradenton Transit Station
Location: 601 13th Street West, Bradenton, FL

County of Manatee
Property Management Department
Attn: Mr. Howard Leyo, Project Manager
IFB #11-0579-OV
1112 Manatee Avenue West
Suite 803
Bradenton, FL 34208
Phone: (941) 748-4501, Ext. 3052

SchenkelShultz Architecture
677 North Washington Blvd
Suite 37,
Attn: Mr. Drazen Ahmedic, AIA Associate
Sarasota, FL 34236
Phone: (941) 952-5875

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

Article 3. CONTRACTOR'S REPRESENTATIONS

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

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

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Downtown Bradenton Transit Station
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- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given 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.
- 3.7 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 4. CONTRACT DOCUMENTS

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

- 4.1 This Agreement and Bid Document IFB#11-0579-OV
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda numbers 1 to 2 inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

IFB #11-0579-OV
Downtown Bradenton Transit Station
Location: 601 13th Street West, Bradenton, FL

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

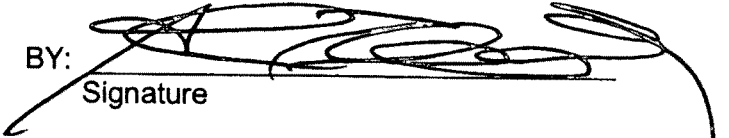
Article 5. MISCELLANEOUS

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

IFB #11-0579-OV
Downtown Bradenton Transit Station
Location: 601 13th Street West, Bradenton, FL

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #11-0579-OV Downtown Bradenton Transit Station, Bradenton, Manatee County, FL) subject to additions and deduction as provided therein, the sum of One Million, Seven Hundred Fifty-One Thousand, Eight Hundred Fifty-Six Dollars and Zero Cent (\$1,751,856.00) for Bid "B" based on Completion Time of 270 calendar days and the sum of \$1,423.00 as liquidated damages for each calendar day of delay.

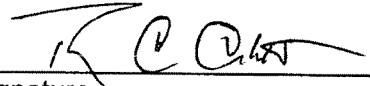
Zirkelbach Construction, Inc
CONTRACTOR

BY: 
Signature

ALAN ZIRKELBACH President
Name and Title of Signer (printed)

Date: 4/20/11

MANATEE COUNTY GOVERNMENT

BY: 
Signature For the County

R. C. "Rob" Cuthbert, C.P.M., CPPO, Purchasing Official
Name and Title of Signer

Date: 4/26/11 ^(initials) May 24, 2011

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 11-03069-PP

CONTRACTOR: Zirkelbach Construction, Inc.
1415 10th Street West
Palmetto, FL 34221
941-729-0000

SURETY: First Sealord Surety, Inc.
789 E Lancaster Avenue
Villanova, PA 19805
610-664-2259

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

OBLIGEE: County of Manatee
1112 Manatee Avenue West
Bradenton, FL 34205
941-749-3014

**PROJECT: IFB#11-0579-OV/Downtown Bradenton Transit Station, 601 13th Street,
Bradenton, FL 34205**

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 11-03069-PP

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

Zirkelbach Construction, Inc.
1415 10th Street West
Palmetto, FL 34221

OWNER (Name and Address):

County of Manatee
1112 Manatee Avenue West
Bradenton, FL 34205

SURETY (Name and Principal Place of Business):

First Sealord Surety, Inc.
789 East Lancaster Avenue, Suite 200
Villanova, PA 19085

CONSTRUCTION CONTRACT

Date: 4/26/11 (DU) 5/24/2011

Amount: \$1,751,856.00 One Million Seven Hundred Fifty One Thousand Eight Hundred Fifty Six Dollars and 00/100

Description (Name and Location): IFB#11-0579-OV/Downtown Bradenton Transit Station, 601 13th Street, Bradenton, FL 34205

BOND

Date (Not earlier than Construction Contract Date): 5/24/2011

Amount: \$1,751,856.00 One Million Seven Hundred Fifty One Thousand Eight Hundred Fifty Six Dollars and 00/100

Modifications to this Bond:

[X] None

[] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Zirkelbach Construction, Inc.

Signature: [Signature]
Name and Title: Bruce H. Illes

Senior Vice President
(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

First Sealord Surety, Inc.

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

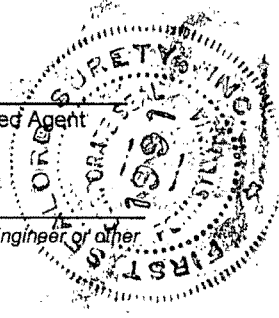
Surety Phone No. 610-664-2259

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Nielson, Wojtowicz, Neu & Associates
1126 Central Avenue, Ste 200
St. Petersburg, FL 33705
727-209-1803

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



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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS

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



Bond No. 11-03069-PP

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Zirkelbach Construction, Inc.
(Here insert full name and address or legal title of Contractor)

1415 10th Street West Palmetto, FL 34221

as Principal, hereinafter called Principal, and, First Sealord Surety, Inc.
(Here insert full name and address or legal title of Surety)

789 East Lancaster Avenue, Suite 200, Villanova, PA 19085

as Surety, hereinafter called Surety, are held and firmly bound unto County of Manatee
(Here insert full name and address or legal title of Owner)

1112 Manatee Avenue West Bradenton, FL 34205

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

amount of One Million Seven Hundred Fifty One Thousand Eight Hundred Fifty Six Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 1,751,856.00),

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

WHEREAS,

Principal has by written agreement dated 4/26/11^(DLS) 5/24/2011, entered into a contract with Owner
for
(Here insert full name, address and description of project)

IFB#11-0579-OV/Downtown Bradenton Transit Station, 601 13th Street, Bradenton, FL 34205

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

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

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed
 - b) and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - c) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - d) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____

ATTEST:

By: _____

(Witness)

Zirkelbach Construction, Inc.

(Principal)

(Seal)

By: _____

(Title)

Senior Vice President

WITNESS:

By: _____

(Witness)

First Sealord Surety, Inc.

(Surety)

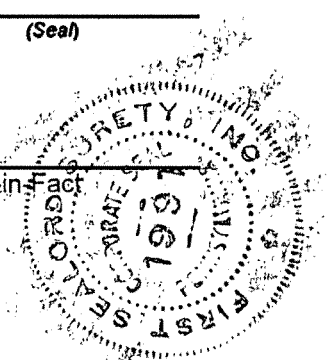
(Seal)

By: _____

(Title) Attorney-in-Fact

Kevin Wojtowicz, FL Licensed Agent

Surety Phone No. 610-664-2259





CERTIFICATE OF LIABILITY INSURANCE

OP ID: DI

DATE (MM/DD/YYYY)

04/20/11

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

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

PRODUCER Bouchard-Clearwater 101 Starcrest Drive P O Box 6090 Clearwater, FL 33758-6090 Eric Beck		727-447-6481 727-449-1267	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ZIRKE-1
INSURED Zirkelbach Construction Inc SA Real Estate Holdings, LLC Zirkelbach Acquisition, LLC ZN Carolinas, LLC Zirkelbach Construction, LLC		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Mutual Insurance Co	NAIC # 23396
		INSURER B: Westfield Insurance Company	NAIC # 24112
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			CMM3989303	06/01/10	06/01/11	EACH OCCURRENCE \$ 1,000,000
	<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	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY			CMM3989303	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<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						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB			CMM3989303	06/01/10	06/01/11	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$						AGGREGATE \$ 4,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC203725705	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: DOWNTOWN BRADENTON TRANSIT STATION PROJECT #IFB#11-0579-0V
 CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, ONLY IF REQUIRED BY WRITTEN CONTRACT, AND SUBJECT TO THE TERMS, CONDITIONS AND LIMITS AS SPECIFIED IN THE POLICY.

CERTIFICATE HOLDER**CANCELLATION**

MANATEE COUNTY
 SUITE 803 8TH FLOOR
 1112 MANATEE AVE WEST
 BRADENTON, FL 34205

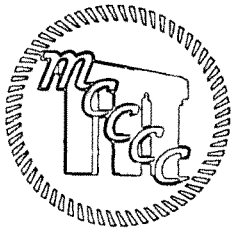
ACCEPTED IN OPEN SESSION
 MANATEE
 MAY 24 2011
 BOARD OF COUNTY COMMISSIONERS
 MANATEE COUNTY, FLORIDA

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

[Signature]

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Manatee County


R.B. "Chips" Shore

Clerk of the Circuit Court and Comptroller

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateesclerk.com

May 25, 2011

TO: Zirkelbach Construction
1415 - 10th Street West
Palmetto, FL 34221

FROM: Clerk of Circuit Court
Board Records Department
Robin Liberty (RL) 
P. O. Box 25400
Bradenton, FL 34206

RE: **Bradenton Downtown Bus Transfer Plaza/Bus Station:**
Agreement, \$1,751,856.

Accepted: In open session by the Manatee County Board of
County Commissioners on May 24, 2011.

RBS:RLL
Enclosure

cc: Board Records
Rodney Beggs, Senior Fiscal Analyst, Public Works (email)
Howard Leyo, Project Manager, Property Management (email)
Olga Valcich, Purchasing Division (email)

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder