

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made this Feb. 27th day of A.D., 1989, by and between Nassau County, Florida, a Florida corporation, hereinafter called the OWNER, and Inman & Associates Contractors, Inc. a Florida corporation, hereinafter called the CONTRACTOR.

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. STATEMENT OF AWARD

The Contractor is the lowest and best responsible Bidder for furnishing all labor, materials, and equipment for New Bar Screen at Detention Center for Nassau County, Florida in accordance with Contract Documents prepared by Pitman-Hartenstein & Ashe, Inc. Engineers dated August 1988 for Nassau County, Florida and has been awarded the Contract for said work, the 27th day of Feb., 1989.

2. SCOPE OF WORK

The Contractor shall, at his own cost and expense, furnish all materials, tools, equipment, labor, and everything else necessary to perform and shall perform in accordance with the Contract Documents as defined in the paragraph of the Information for Bidders entitled "Contract Documents", all of which are hereby made a part of this Contract Agreement and are on file in the Office of the County Engineer, Nassau County, Florida, the work of accomplishing Nassau County Detention Center Wastewater System Improvements - New Bar Screen.

3. COMPENSATION

On the faithful and acceptable performance of this Contract Agreement by the Contractor, the Owner will pay the Contractor, in accordance with the Contract Documents, the total sum of Seventy Seven Thousand Five Hundred and Fifty and No Dollars (\$77,550.00) which sum will be adjusted in accordance with equipment prices contained in the Contractor's Proposal and the actual material and equipment accepted and installed in accordance with the Contract Documents.

4. TIME OF COMPLETION, LIQUIDATED DAMAGES, AND INSPECTION COSTS

The Contractor hereby agrees to commence the work under this Contract Agreement on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project with manually cleaned bar screen by March 31, 1989 and the mechanical bar screen within one hundred sixty (160) consecutive calendar days thereafter, including aforesaid date of commencement.


In the event final completion of the work is delayed beyond the time stipulated, or extension(s) of time granted by the Owner, the Contractor agrees to pay the Owner, as liquidated damages the sum of three hundred dollars (\$300.00) per day for each and every day thereafter, Sundays and holidays included, plus actual engineering inspection costs including support services for each and every day thereafter, Sundays and holidays included, until date of Final Acceptance by the Owner; notwithstanding issuance of a Certificate of Substantial Completion on the project.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

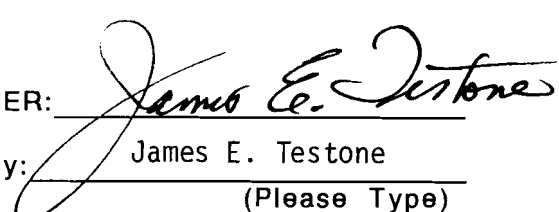
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in sextuplicate, each of which shall be deemed an original on the day and year first above written.

(SEAL)

ATTEST:

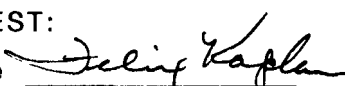
Name: 
(Please Type)
T. J. "Jerry" Greeson
Title: Ex-officio Clerk

OWNER:

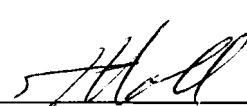

By: James E. Testone
(Please Type)
Title: Chairman

(SEAL)

ATTEST:

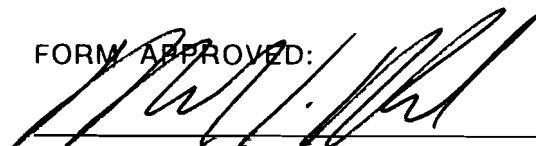
Name: 
(Please Type)
Title: Vice President & General Manager

CONTRACTOR:


By: E. T. Hall, P.E.
(Please Type)

Address: 833 Picketville Road
Jacksonville, Florida 32205

FORM APPROVED:


County Attorney

NOTICE OF AWARD

TO: Inman & Associates Contractors, Inc.
833 Picketville Road
Jacksonville, Florida 32205

PROJECT DESCRIPTION: Nassau County, Florida; Nassau County
Detention Center Wastewater System Improvement
New Bar Screen

The Owner has considered the Bid submitted by your for the above described work.

You are hereby notified that your Bid has been accepted for the items in the amount of \$ 77,550.

You are required by the Information for Bidders to execute the Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 15th day of Feb., 19 89.

NASSAU COUNTY, FLORIDA

By: *James Edestone*
Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

By: E. T. Hall, P.E., Vice President & General Manager this the
15th day of February, 19 89.

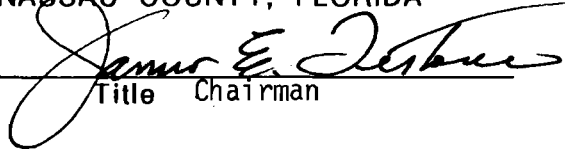
By: *E. T. Hall*
Title: Vice President & General Manager

NOTICE TO PROCEED

TO: <u>Inman & Associates</u> <u>Contractors, Inc.</u> <u>833 Picketville Road</u> <u>Jacksonville, Florida 32205</u>	Date: <u>2-27-89</u> Project: <u>Nassau County</u> <u>Detention Center - New</u> <u>Bar Screen</u>
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You are hereby notified to commence work in accordance with the Agreement dated Feb. 15, 1989 on Feb. 27th, 1989, and you are to complete the work on the manual bar screen by March 21, 1989 and on the mechanical bar screen within 160 calendar days, including date of commencement of work, on or before _____, 1989.

NASSAU COUNTY, FLORIDA



 Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

By: E. T. Hall, P.E., Inman & Associates Contractors, Inc. this the
 _____ day of _____, 1989.

By: E. T. Hall, P.E.
 Title: Vice President & General Manager

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Inman & Associates Contractors, Inc.
 a Florida corporation, hereinafter called
 PRINCIPAL and Continental Insurance Company
 State of New Hampshire, hereinafter called SURETY, are held
 and firmly bound unto Nassau County, Florida, a Florida
 corporation, hereinafter called OWNER, in the penal sum of
Seventy Seven Thousand Five Hundred Fifty Dollars (\$77,550.00)
 in lawful money of the United States, for the payment of which sum well and
 truly to be made, we bind ourselves, our heirs, executors, administrators, and
 successors jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal
 entered into a certain Contract with the Owner, dated the 27th day of
Feb., 1989, a copy of which is hereto attached and made a
 part hereof for furnishing all labor, material, and equipment for accomplishing
 New Bar Screen at Detention Center in Nassau County, Florida in accordance
 with Contract Documents prepared by Pitman-Hartenstein & Ashe, Inc., Engineers
 dated August 1988 for Nassau County, Florida.

NOW THEREFORE, if the Principal shall well, truly, and faithfully perform its
 duties, all the undertakings, covenants, terms, conditions, and agreements of
 said Contract during the original term thereof, and shall satisfy all claims and
 demands incurred under such Contract, and shall fully indemnify and save
 harmless the Owner from all costs and damages which it may suffer by reason
 of failure to do so, and shall reimburse and repay the Owner all outlay and
 expenses which the Owner may incur in making good any default, then this
 obligation shall be void; otherwise, to remain in full force and effect. With
 regard to Florida work, the conditions being more fully set out in Chapter 255,
 Bond of Contractor Constructing Public Buildings; Action by Materialmen, Etc.,
 Florida Statutes 1981, are by reference herewith made a part of this Bond.

PROVIDED, FURTHER, that the said Surety, for value received, hereby
 stipulates and agrees that no change, extension of time, alteration or addition
 to the terms of the Contract or to the work to be performed hereunder or the
 Contract Documents accompanying the same shall in anywise affect its
 obligation on this Bond, and it does hereby waive notice of any such change,
 extension of time, alteration or addition to the terms of the Contract, or to the
 work, or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the
 Contractor shall abridge the right of any beneficiary hereunder, whose claim
 may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 27 day of February 19 89. INMAN & ASSOCIATES CONTRACTORS, INC.

ATTEST:

E. T. Hall
PRINCIPAL

Principal Secretary

By: E. T. Hall, P.E.
Vice President & General Manager
833 Picketvill Road
Jacksonville, Florida 32205
Address

(SEAL)
Felina Kaplan
Witness as to Principal

P.O. Box 60878
JACKSONVILLE, FL. 32236
Address

ATTEST:

Continental Insurance Company
Surety

Surety Secretary

by: Bernard F. Schroeder
~~XXXXXXXXXX~~

(SEAL)

Bernard F. Schroeder, Attorney
Bisbee-Baldwin Insurance Company
P.O. Drawer 1050, Jacksonville, FL 32201
Address

Brenda Soltz
Witness as to Surety

P. O. Drawer 1050
Jacksonville, FL 32201
Address

FORM APPROVED:

[Signature]
COUNTY ATTORNEY

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasure Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that Inman & Associates contractors, Inc. a Florida corporation, hereinafter called

PRINCIPAL, and Continental Insurance Company State of New Hampshire, hereinafter called SURETY, are held and firmly bound unto Nassau County, Florida a Florida corporation, hereinafter called OWNER, in the penal sum of Seventy Seven Thousand Five Hundred and Fifty Dollars in lawful

money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the 27th day of Feb. 1989, a copy of which is hereto attached and made a part hereof for furnishing all labor, material, and equipment for accomplishing the construction of New Bar Screen at Detention Center in Nassau County, Florida in accordance with Plans and Specifications prepared by Pitman-Hartenstein & Ashe, Inc., Engineers dated August 1988 for Nassau County.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, supplies, repairs of machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. With regard to Florida work, the conditions being more fully set out in Chapter 255, Bond of Contractor Constructing Public Buildings; Action by Materialmen, etc., Florida Statutes 1981, are by reference herewith made a part of this Bond.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Contract Documents accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 27 day of February, 19 89.

INMAN & ASSOCIATES CONTRACTORS, INC.

PRINCIPAL

[Signature]

By: E. T. Hall, P.E.

Vice President & General Manager

833 Picketville Road

Jacksonville, Florida 32205

Address

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

[Signature]

P.O. Box 60878

JACKSONVILLE, FL. 32236

Address

ATTEST:

Surety Secretary

(SEAL)

Continental Insurance Company

Surety

by:

[Signature]

~~XXXXXXXXXXXX~~

Bernard F. Schroeder, Attorney

Bisbee-Baldwin Insurance Company

P.O. Drawer 1050, Jacksonville, FL 32201

Address

Witness as to Surety

P. O. Drawer 1050

Jacksonville, FL 32201

Address

FORM APPROVED:

[Signature]
COUNTY ATTORNEY

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasurer's Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Bernard F. Schroeder or Brenda S. Otto All of Jacksonville, FL

(Joint Powers)

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of One Million (\$1,000,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

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

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of May, 1985.

THE CONTINENTAL INSURANCE COMPANY

Attest:

By

Robert W. Adler, Sr., Assistant Vice President



Michael J. Beernaert, Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

} ss.:

On this 1st day of May, 1985, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 24-4663117 Qual. in Kings County
Commission Expires March 30, 1986

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York, in the State of New York. Dated the 27 day of February, 1989



James M. Keane, Assistant Vice President