

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 25th. day of February
in the year 1991 by and between COUNTY OF NASSAU
(hereinafter called OWNER) and E.W.P. Construction Inc.

Orange Park, Florida (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CONSTRUCTION OF SADLER ROAD & 14TH STREET PHASE I
NASSAU COUNTY, FLORIDA

Article 2. ENGINEER.

The Project has been designed by:

GEE & JENSON Engineers-Architects-Planners, Inc.
4190 Belfort Road, Suite 310
Jacksonville, Florida 32216
(904) 296-7500

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 Time of Completion

3.1.1 The Work for Stage 1 (Sadler Road) will be substantially completed within 150 days and for Stage 2 (14th Street) within 270 days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 300 days from the date when the Contract Time commences to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed

within the times specified in paragraph 3.1.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER Three Hundred and no/100 Dollars (\$300.00) for each day that expires after the time specified in paragraph 3.1.1.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is not a schedule of values, as provided in the General Requirements,

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract 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.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of

- 8.1. This Agreement.
- 8.2. Exhibits to this Agreement - N/A.
- 8.3. Performance and other Bonds.
- 8.4. Notice of Award.
- 8.5. General conditions;
- 8.6. Supplementary conditions.
- 8.7. Specifications bearing the title General Requirements & Technical Provisions as listed in table of contents thereof.

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

Article 8. CONTRACT DOCUMENTS.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the contract documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the contract documents.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the contract documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, including specifically the provisions of paragraph 4.3 of the general conditions.

paragraph 4.2 of the general conditions; and no additional studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.8. Drawings, consisting of the following:

Roadway Plans
Signalization Plans
Pavement Marking Plans

8.9. Addenda numbers n/a to n/a, inclusive.

8.10. CONTRACTORS's Bid.

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award - N/A.

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. 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 moneys that may become due and moneys 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 assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on February 25,, 1991.

OWNER COUNTY OF NASSAU

CONTRACTOR E.W.P. Construction, Inc.

BY: *[Signature]*
(CORPORATE SEAL)

BY: C.D. Petersen Sec. / Treas.
(CORPORATE SEAL)

Attest *[Signature]*

Attest *[Signature]*

Address for giving notices

Address for giving notices

P.O. Box 858

Orange Park, FL. 32067

License No. CU C029835

Agent for service of process: _____

(If CONTRACTOR is a corporation, attached evidence of authority to sign.)

SUBMIT IN
TRIPLICATE

BID FORM
FOR CONSTRUCTION OF
SADLER ROAD AND 14TH STREET - PHASE I
COUNTY OF NASSAU, FLORIDA

SUBMITTED BY: E.W.P. CONSTRUCTION, INC. SUBMITTED: January 18, , 1991
1730 Kingsley Avenue, Suite C
Orange Park, FL 32073

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the County of Nassau, Florida in the form contract specified, to furnish all necessary materials, equipment, machinery tools, apparatus, means of transportation and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction on the contract with the County of Nassau, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the attached general conditions and contract documents, as follows:

BFU-1

ROADWAY ITEMS

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
101-1	Mobilization	L.S.	1	<u>40,403.25</u>	<u>40,403.25</u>
102-1	Maintenance of Traffic	L.S.	1	<u>18,500.00</u>	<u>18,500.00</u>
104-14	Erosion Control	L.S.	1	<u>400.00</u>	<u>400.00</u>
110-1	Clearing and Grubbing	L.S.	1	<u>28,875.00</u>	<u>28,875.00</u>
120-9	Excavation, Embankment and Grading	L.S.	1	<u>38,350.00</u>	<u>38,350.00</u>
120-4	Subsoil Excavation (Unsuitable)	C.Y.	50	<u>10.50</u>	<u>525.00</u>
160-6	Stabilized Subbase (12")	S.Y.	18991	<u>.50</u>	<u>9,495.50</u>
200-1	Limerock Base (10")	S.Y.	16815	<u>8.80</u>	<u>147,972.00</u>
300-1-3	Bituminous Material (Tack)	Ga.	2950	<u>.80</u>	<u>2,360.00</u>
300-1-1	Bituminous Material (Prime)	Ga.	1682	<u>1.95</u>	<u>3,279.90</u>
425-1-33	Inlet (Type P-3)	Ea.	6	<u>2115.00</u>	<u>12,690.00</u>
425-1-34	Inlet (Type P-4)	Ea.	7	<u>2173.00</u>	<u>15,211.00</u>
425-1-43	Inlet, (Curb Type J-3)	Ea.	2	<u>2173.00</u>	<u>4,346.00</u>
425-1-44	Inlet, (Curb Type J-4)	Ea.	2	<u>2182.00</u>	<u>4,364.00</u>
425-1-52	Inlet (Ditch Bottom Type C) <10	Ea.	8	<u>840.00</u>	<u>6,720.00</u>
425-1-53	Inlet (Ditch Bottom Type C Mod.)	Ea.	1	<u>1586.00</u>	<u>1,586.00</u>
425-1-90	Inlet (Curb Type P-3 Mod.) (Special)	Ea.	1	<u>2792.00</u>	<u>2,792.00</u>
425-1-91	Inlet (Curb Type J-4 Mod.) (Special)	Ea.	10	<u>2982.00</u>	<u>29,820.00</u>
425-1-92	Inlet (Curb Type J-3 Mod.) (Special)	Ea.	5	<u>2982.00</u>	<u>14,910.00</u>

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
425-2-41	Manhole (Type P-7T)	Ea.	2	<u>552.⁰⁰</u>	<u>1,104.⁰⁰</u>
425-2-71	Manhole (Type J-7T)	Ea.	3	<u>960.⁰⁰</u>	<u>2,880.⁰⁰</u>
425-2-81	Manhole (Type J-7NT)	Ea.	3	<u>1481.⁰⁰</u>	<u>4,443.⁰⁰</u>
425-5-1	Adjusting Manhole Rims	Ea.	8	<u>450.⁰⁰</u>	<u>3,600.⁰⁰</u>
425-8	Adjusting Misc. Structures	Ea.	3	<u>400.⁰⁰</u>	<u>1,200.⁰⁰</u>
430-11-323	15" RCP (SS) Class III	L.F.	1934	<u>14.58</u>	<u>28,197.72</u>
430-11-325	18" RCP (SS) Class III	L.F.	1321	<u>15.75</u>	<u>20,805.75</u>
430-11-329	24" RCP (SS) Class III	L.F.	1580	<u>19.10</u>	<u>30,178.⁰⁰</u>
430-11-333	30" RCP (SS) Class III	L.F.	563	<u>27.08</u>	<u>15,246.04</u>
430-11-338	36" RCP (SS) Class III	L.F.	210	<u>35.85</u>	<u>7,528.50</u>
430-141-105	29" x 45" Conc. Elliptical Pipe	L.F.	458	<u>57.07</u>	<u>26,138.06</u>
430-983-405	Mitered End Section (29" x 45" E.R.C.P.)	Ea.	1	<u>1346.⁰⁰</u>	<u>1,346.⁰⁰</u>
430-984-233	Mitered End Section (36" RCP)	Ea.	1	<u>1023.⁰⁰</u>	<u>1,023.⁰⁰</u>
441	Exfiltration Pipe (19" x 30")	L.F.	3705	<u>45.53</u>	<u>168,688.65</u>
520-5-11	Traffic Separator (Type 1)	L.F.	375	<u>22.50</u>	<u>8,437.50</u>
520-1-10	Concrete Curb and Gutter (Type F)	L.F.	6959	<u>5.50</u>	<u>38,274.50</u>
522-1	Concrete Sidewalk (4")	S.Y.	3476	<u>16.⁰⁰</u>	<u>55,616.⁰⁰</u>
522-3	Concrete Driveway (6")	S.Y.	1540	<u>19.50</u>	<u>30,030.⁰⁰</u>
570-2	Grassing (Seed & Mulch)	S.Y.	2070	<u>.35</u>	<u>724.50</u>
575-1	Sodding	S.Y.	5986	<u>1.80</u>	<u>10,774.80</u>

ITEM NO.	ITEM	UNIT	QUANT.	PRICE	AMOUNT
700-1-2	W10-1	AS	1	142.00	142.00
700-1-3	R1-1	AS	2	142.00	284.00
700-1-5	FTP-28 (Route Marker, Double)	AS	2	142.00	284.00
700-1-11	D-3 (Side Street Sign Assembly)	AS	8	142.00	1136.00
700-1-12	R4-7	AS	4	142.00	568.00
700-1-13	R3-7(R), R2-1, FTP-911, D9-2	AS	12	131.00	1572.00
700-1-14	R3-9B	AS	5	142.00	710.00
700-1-15	R3-9B/M4-6	AS	2	142.00	284.00
700-1-16	W4-2, W3-1A, W9-1, S1-1, S2-1	AS	10	142.00	1420.00
700-72-1	Relocate Existing Sign	AS	4	74.00	296.00
705-4-9	Delineator, Button	AS	4	32.00	128.00
705-71	Tubular Delineator (Flexible)	EA.	4	75.00	300.00
706-1-12	Reflective Pavement Markers	EA.	1038	3.27	3,394.26

SIGNING & PAVEMENT MARKING ITEMS

TOTAL OF ROADWAY ITEMS

1,043,161.33

ITEM NO.	ITEM	UNIT	QUANT.	PRICE	AMOUNT
5331-72-10	Type S-1 Asphaltic Concrete (1")	S.Y.	12611	1.78	22,447.58
5331-72-30	Type S-1 Asphaltic Concrete (3")	S.Y.	33774	5.32	179,677.68
5333-2-3	Type S-III Asphaltic Concrete (levelling course)	Tn.	20	110.00	2200.00
TOTAL					1,043,161.33

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
711-2	4" Skip Traffic Stripe (Thermoplastic)	L.F.	3004	<u>.34</u>	<u>1021.36</u>
711-3	Pavement Messages (Thermoplastic)	Ea.	15	<u>53.00</u>	<u>795.00</u>
711-4	Directional Arrows (Thermoplastic)	Ea.	58	<u>37.00</u>	<u>2,146.00</u>
711-5	Guide Lines, Thermo- plastic (4" Dotted)	L.F.	232	<u>.35</u>	<u>81.20</u>
711-6-41	4" Solid Traffic Stripe (Thermoplastic)	L.F.	30778	<u>.24</u>	<u>7,386.72</u>
711-6-81	8" Solid Traffic Stripe (Thermoplastic)	L.F.	435	<u>.85</u>	<u>369.75</u>
711-6-121	12" Solid Traffic Stripe (Thermoplastic)	L.F.	2470	<u>1.19</u>	<u>2,939.30</u>
711-6-181	18" Solid Traffic Stripe (Thermoplastic)	L.F.	1480	<u>1.77</u>	<u>2,619.60</u>
711-6-241	24" Solid Traffic Stripe (Thermoplastic)	L.F.	677	<u>2.36</u>	<u>1,597.72</u>
TOTAL FOR SIGNING & PAVEMENT MARKING ITEMS					<u>29,474.91</u>

SIGNALIZATION ITEMS

620-1-1	Grounding Electrode	L.F.	370	<u>4.04</u>	<u>1494.80</u>
630-1-12	Conduit Underground	L.F.	166	<u>3.92</u>	<u>650.72</u>
630-1-13	Conduit Under Pavement	L.F.	525	<u>12.02</u>	<u>6310.50</u>
632-7-1	Signal Cable	P.I.	3	<u>1771.00</u>	<u>5313.00</u>
634-4-112	Span Wire Assembly	P.I.	3	<u>796.95</u>	<u>2390.85</u>
635-1-11	Pull and Junction Boxes (Diagonal)	Ea.	10	<u>303.60</u>	<u>3036.00</u>
639-1-12	Electrical Power Service Overhead	AS	3	<u>360.52</u>	<u>1081.56</u>

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
639-2-1	Electrical Service Wire	L.F.	19	<u>2.91</u>	<u>55.29</u>
641-15-42	Concrete Strain Pole, Type VI (42')	Ea.	1	<u>3162.50</u>	<u>3,162.50</u>
641-15-46	Concrete Strain Pole, Type VI (46')	Ea.	1	<u>3289.00</u>	<u>3,289.00</u>
641-16-44	Concrete Strain Pole, Type VII (44')	Ea.	2	<u>3415.50</u>	<u>6,831.00</u>
641-16-46	Concrete Strain Pole, Type VII (46')	Ea.	1	<u>3478.75</u>	<u>3,478.75</u>
641-16-48	Concrete Strain Pole, Type VII (48')	Ea.	1	<u>3605.25</u>	<u>3605.25</u>
650-1-131	Traffic Signals, 12" Standard (3-Sect., 1-Way)	AS	11	<u>664.12</u>	<u>7,305.32</u>
650-1-132	Traffic Signals, 12" Standard (3-Sect., 2-Way)	AS	3	<u>1005.67</u>	<u>3,017.01</u>
650-1-151	Traffic Signals, 12" Standard (5-Sect., Cluster)	AS	9	<u>980.37</u>	<u>8,823.33</u>
653-111	Pedestrian Signals (12" Incandescent) 1-Way	AS	4	<u>417.45</u>	<u>1,669.80</u>
653-112	Pedestrian Signals (12" Incandescent) 2-Way	AS	7	<u>683.10</u>	<u>4,781.70</u>
659-109	Signal Head Auxiliaries (Concrete Pedestal)	Ea.	6	<u>499.67</u>	<u>2,998.02</u>
660-1-103	Inductive Loop Detector (Type 3)	Ea.	9	<u>164.45</u>	<u>1,480.05</u>
660-1-104	Inductive Loop Detector (Type 4)	Ea.	13	<u>183.42</u>	<u>2,384.46</u>
660-1-101	Loop Assembly (Type A)	Ea.	17	<u>398.47</u>	<u>6,773.99</u>
660-2-106	Loop Assembly (Type F)	Ea.	12	<u>474.37</u>	<u>5,692.44</u>

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
665-11	Pedestrian Detectors, Pole Mtd.	Ea.	8	<u>82.20</u>	<u>657.60</u>
665-13	Pedestrian Detectors, w/Sign Only	Ea.	10	<u>82.20</u>	<u>822.00</u>
670-112-051	Actuated Controller (4-Phase, T.B.C., L.O.S. 1)	AS	1	<u>7337.00</u>	<u>7,337.00</u>
670-113-151	Actuated Controller (8-Phase, T.B.C., L.O.S. 1)	AS	2	<u>8,096.00</u>	<u>16,192.00</u>
690-00	Remove Existing Signal Equipment	L.S.	1		<u>5692.50</u>
700-84-1	Sign Panel Installation (Span Wire)	Ea.	11	<u>316.25</u>	<u>3,478.75</u>
	TOTAL FOR SIGNALIZATION ITEMS				<u>119,805.19</u>
	TOTAL BID (ALL ITEMS)				<u>1,192,441.43</u>

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in a written order of the Owner and shall complete all work thereunder within the time schedule in the section titled "Instructions to Bidders".

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

ADDENDUM NO. N/A DATED _____

ADDENDUM NO. _____ DATED _____

[Signature]
Signature

Secretary/Treasurer
Title (typed)

RESPECTFULLY SUBMITTED:
[Signature]
Signature

1730 Kingsley Avenue, Suite C
Street Address

Secretary/Treasurer
Title

Orange Park, FL 32073
City State Zip

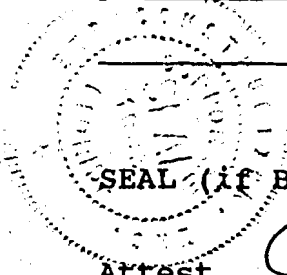
CU-C029835
License Number

January 18, 1991
Date

(If Corporation, President, Secretary and Treasurer identification.)

F. J. Winter, President

C. D. Petersen, Secretary/Treasurer



SEAL (if Bid is by a Corporation)

Attest [Signature]
SFC.

Proposed Superintendent:
Barney Douberley

SUBCONTRACTOR LISTING

The following is a complete list of all the subcontractors to be used if the undersigned is awarded the Contract for this project:

Type of Work

Name and Address of Subcontractor

Asphalt

Sloan Asphalt Company

P. O. Box 32089

St. Augustine, FL 32086

Signalization

Striping

Rose Services

5944 Richard Road

Jacksonville, FL 32216

Equipment: See Attached D.O.T. Qualification Form

Number of Personnel Currently Employed: 35

Number of Personnel Available for Project: 20

Other Pertinent Information: See Attached List of Completed Work.

NOTE: Bidder may submit separate statement of experience with additional information. Attach to this page.

END OF SECTION



Bond No. 5691109

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 February, 1970 Edition

KNOW ALL BY THESE PRESENTS, That we, E.W.P. Construction, Inc., P.O. Box 858

(Here insert the name and address or legal title of Contractor)
Orange Park, FL 32067

as Principal, hereinafter called Contractor, and SAFECO INSURANCE COMPANY OF AMERICA, a Washington Corpora-
tion of Seattle, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto Nassau County
Board of County Commissioners, Room 9 County Courthouse, Fernandina Beach

Florida 32034

(Here insert the name and address or legal title of Owner)

of One million one hundred ninety two thousand
as Obligor, hereinafter called Owner, in the amount of
four hundred forty one and 43/100 Dollars (\$ 1,192,441.43),

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

WHEREAS, Contractor has by written agreement dated February 25 1991 entered into a Contract

with Owner for Construction of Sadler Road & 14th Street Phase I

in accordance with Drawings and Specifications prepared by Gee & Jensen Engineers-Architects-

Planners, Inc., 4190 Bellfort Rd., Suite 310, Jacksonville, FL 32216

(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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Contractor shall promptly and
faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

(continued on reverse side)

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work program (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this

25th

day of

February

19 91

E.W.P. Construction, Inc.

(Seal)
Principal

[Signature]

Title

SAFECO INSURANCE COMPANY OF AMERICA

By *[Signature]*
Russell L. Tull
Attorney-in-Fact

(Witness)

[Signature]

(Witness)

[Signature]



LABOR AND MATERIAL
PAYMENT BOND

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

Bond No. 5691109

Approved by The American Institute of Architects
A.I.A. Document No. A-311 February, 1970 Edition

Note: This bond is issued simultaneously with a Performance Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL BY THESE PRESENTS, That we,

E.W.P. Construction, Inc., P.O. Box 858, Orange Park, FL 32067

(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a Washington Corporation of Seattle, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto Nassau County

Board of County Commissioners, Room 9 County Courthouse, Fernandina Beach, FL 32034

(Here insert the name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of Claimants as hereinbelow defined, in the amount of One million one hundred ninety two thousand four

hundred forty one and 43/100 Dollars (\$ 1,192,441.43),

(Here insert a sum equal to at least one-half of the contract price)

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 February 25, 19 91 entered into a contract with Owner for

Construction of Sadler Road & 14th Street Phase I

in accordance with Drawings and Specifications prepared by Gee & Jensen Engineers-Architects-Planners,

Inc., 4190 Belfort Rd., Suite 310, Jacksonville, FL 32216

(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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the 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.

(continued on reverse side)

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 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.

b) 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.

c) Other than in a 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 of 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 25th day of February 19 91

Annette Steen
Witness

Shelley Jasse
Witness

E.W.P. Construction, Inc. (Seal)
Principal
[Signature]
STC / TREAS. Title

SAFECO INSURANCE COMPANY OF AMERICA
By [Signature]
Russell L. Tull Attorney-in-Fact



RIDER FOR PERFORMANCE & PAYMENT BOND
PUBLIC WORK - STATE OF FLORIDA

AGREEMENT made this 25th day of February, 19 91.

between E.W.P. Construction, Inc.

(hereinafter called the PRINCIPAL)

and Safeco Insurance Company of America (hereinafter called the SURETY)

and Nassau County Board of County Commissioners

(hereinafter called owner)

WHEREAS, on the 25th day of February, 19 91, the parties hereto entered into a Performance & Payment Bond, a copy whereof as hereto attached and incorporated herein by reference, and

WHEREAS, said parties have agreed to add the terms of section 255.05, Florida statutes in its entirety to said Performance and Payment Bond to conform with Florida statutes 255.05, by reference.

NOW THEREFORE, it is agreed that the said Performance and Payment Bond is hereby changed so as to provide that:

No suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless both of the following notices have been given by any claimant:

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials or supplies, shall furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection, and

A claimant who is not in privity with the Principal and who has not received payment for his labor, materials or supplies, shall within 90 days after performance of the labor or after complete delivery of materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

It is the express agreement that all other terms, conditions and stipulations contained in the said Performance and Payment Bond shall remain in full force and effect without any change or modifications whatsoever, except only as to the additions, as above provided.

Agent and Attorney-in-Fact

Russell L. Tull

BY:

Russell L. Tull

SURETY

Safeco Insurance Company of America

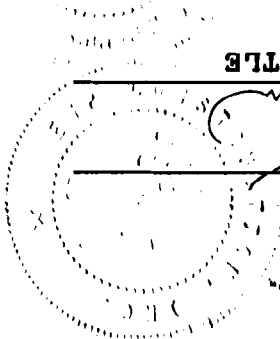
BY:

SK/MSM TITLE

[Signature]

PRINCIPAL

E.W.P. Construction, Inc.





POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 2268

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

-----**FITZHUGH K. POWELL; LON B. BRYON, III; ROBERT B. HAZARD;**
FITZHUGH K. POWELL, JR.; RUSSELL L. TULL; CAROLYN LUCAS, Jacksonville, Florida-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby. This authority extends to any and all consents required by the State of Florida Department of Transportation incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts. — Without Limitations.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 6th day of February, 1989

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, **Boh A. Dickey**, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 25th day of February, 1991



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