

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made this 29th day of July A.D., 1993, by and between the Nassua County, Florida, a corporation, hereinafter called the OWNER and PETTICOAT CONT., INC. 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 and materials, for construction of the Project prepared by Pitman-Hartenstein & Assoc., Inc., Engineers, for Nassau County, Florida, and has been awarded to the Contract for said work, the 12th day of April, 1993.

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, Fernandina Beach, Florida the work of accomplishing the construction of the Ford Road Culvert Replacement Project.

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 \$137,114.00 One Hundred Thirty-seven Thousand One Hundred Fourteen and 00/100 Dollars

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, LIQUIDATION 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 each subpart of the project within the consecutive calendar days shown below:

	Consecutive Calendar Days
Tommy Ford Road Culvert Replacement	30
Maximum Allowable Time For Road Closure	10

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:

Signature: [Signature]  
Name: T. J. GREESON  
(Please type)  
Title: EX-OFFICIO CLERK

OWNER: NASSAU COUNTY, FLORIDA

Signature: [Signature]  
Name: JAMES TESTONE  
(Please type)  
Title: CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

(SEAL)

ATTEST:

Signature: [Signature]  
Name: Brenda C. Dewitt  
(Please type)  
Title: Asst. Secretary

CONTRACTOR: PETTICOAT CONTRACTING, INC.

Signature: [Signature]  
Name: Elaine E. Jones  
(Please type)  
Title: President  
Address: 11025 BLASIVUS ROAD  
JACKSONVILLE, FL 32226

APPROVED AS TO FORM  
[Signature]  
MICHAEL S. MULLIN  
COUNTY ATTORNEY

PROPOSAL FORM

NASSAU COUNTY, FLORIDA  
TOMMY FORD ROAD CULVERT REPLACEMENT

TO: NASSAU COUNTY, FLORIDA

FROM:

PETTICOAT CONSTRUCTION INC.

In accordance with the Advertisement for Bids inviting Proposals for accomplishing the Tommy Ford Road Culvert Replacement for Nassau County, Florida, subject to the conditions and requirements of the Contract Documents, all of which so far as they relate to the Proposal, are made a part thereof, the undersigned herewith proposes to accomplish the specified work or indicated portions thereof, for the unit and/or lump sum prices contained in the following Proposal Schedule, resulting in the Total Bid as follows:

TOTAL BID

\$ 137,114<sup>00</sup>

A. PROPOSAL SCHEDULE

All entries in the entire Proposal must be made clearly and in ink. Bidder must insert extended prices obtained from quantities and unit prices. In case of error, unit prices will govern.

It is anticipated that the quantities set forth above for the unit price items are reasonable and that said quantities will not be exceeded. However, if any one of said quantities is exceeded by no more than fifteen percent (15%) of the quantity listed, no contract supplement for the additional work will be required other than a final change order for the actual amount installed. If any one of said quantities exceeds the quantity listed by more than fifteen percent (15%), a contract supplement for the additional work will be required before payment for such additional work will be made.

If any work under a unit price item is not performed or if only a small percentage of the quantity listed is used, the Contractor shall not make any claims for not using said items or for higher unit prices because of the small percentage of quantity used.

**UNIT PRICE ITEMS - TOMMY FORD ROAD CULVERT REPLACEMENT**

<u>ITEM NO.</u>	<u>BRIEF DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
101-1-	Mobilization	1	LS	\$ <u>5,000.<sup>00</sup></u>	\$ <u>5,000.<sup>00</sup></u>
102-1-	Maintenance of Traffic	1	LS	\$ <u>1,500.<sup>00</sup></u>	\$ <u>1,500.<sup>00</sup></u>
104-10-	Staked Hay Bale Fence	2	TN	\$ <u>300.<sup>00</sup></u>	\$ <u>600.<sup>00</sup></u>
104-13-	Type IV Silt Fence	50	LF	\$ <u>2.<sup>00</sup></u>	\$ <u>100.<sup>00</sup></u>
160-4-	12" Stabilized Subbase	133	SY	\$ <u>2.<sup>00</sup></u>	\$ <u>2,660.<sup>00</sup></u>
200-70-	Limerock Base 8"	133	SY	\$ <u>15.<sup>00</sup></u>	\$ <u>1,995.<sup>00</sup></u>
300-1-1	Bituminous Material Prime Coat	13	GAL	\$ <u>2.<sup>00</sup></u>	\$ <u>26.<sup>00</sup></u>
331-72-14-	Type S1 Asphalt Pavement (1-1/2")	133	SY	\$ <u>13.<sup>00</sup></u>	\$ <u>1,729.<sup>00</sup></u>
430-1	Triple 8.5'x9' Reinforced Concrete box culvert including wing walls	1	LS	\$ <u>111,988.<sup>00</sup></u>	\$ <u>111,988.<sup>00</sup></u>
430-190-125	Remove Existing culverts	1	LS	\$ <u>4,000.<sup>00</sup></u>	\$ <u>4,000.<sup>00</sup></u>
536-1-1	Guardrail	400	LF	\$ <u>14.50</u>	\$ <u>5,800.<sup>00</sup></u>
536-9-	Type IV Guardrail Anchors	4	EA	\$ <u>600.<sup>00</sup></u>	\$ <u>2,400.<sup>00</sup></u>
575-1-1	Sodding	750	SY	\$ <u>2.00</u>	\$ <u>1,500.<sup>00</sup></u>
711-2-	4" Skip Traffic Stripe	60	LF	\$ <u>3.50</u>	\$ <u>210.<sup>00</sup></u>

**TOTAL BID - TOMMY FORD ROAD CULVERT REPLACEMENT**

\$137,144.<sup>00</sup>

The maximum length of time that Tommy Ford Road will be completely closed to traffic will be 16 consecutive calendar days.

**B. COMPLETION OF WORK, LIQUIDATED DAMAGES, AND INSPECTION COSTS**

The Contractor shall begin work on the date established in the written Notice to Proceed from the Owner. The time of final completion, including Sundays and holidays, shall be after and including the date established in the Notice to Proceed. Letter of Notice to Proceed will be issued approximately fifteen (15) calendar days prior to actual date established.

It is hereby agreed and understood that the amount of liquidated damages and inspection costs that shall become due the Owner in case final completion of work is delayed beyond the time stipulated, as provided in the paragraph of the CONTRACT AGREEMENT entitled "Time of Completion", Liquidated Damages, and Inspection Costs:, shall be three hundred dollars (\$300.00) per day for each and every day, Sundays and holidays included, plus actual engineering inspection costs including support services, for each and every day, Sundays and holidays included, that final completion of the work is delayed, until date of Final Acceptance by the Owner; notwithstanding issuance of a Certificate of Substantial Completion on the project. Inspection costs, including support services, shall be in accordance with the inspection effort required after expiration of Contract Time.

**C. LIST OF MAJOR SUBCONTRACTORS**

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Proposal, the major Subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all Subcontractors who will perform work in the amount of approximately \$10,000 or more on this Contract.
3. The Subcontractors listed below are financially responsible and are qualified to do the work required.

Category	Name of Subcontractor	Address
DOO	BELCORP, INC.	VAX. FL.
STRIP	ROSE SERVICES	VAX. FL.

**D. MAJOR ITEMS OF EQUIPMENT**

In connection with the major items of equipment to be supplied and installed in the Proposal Schedule, the following tabulation is submitted for selection by the Owner of the particular manufacturer or supplier of the major items of equipment to be incorporated in the project. Contract Price is to be adjusted accordingly, by change order, after Base Bid award of Contract.

The undersigned Bidder submits herewith a Bid Bid Book drawn on SAFECO Ins which shall become the amounting to 50%

G. SUBMITTAL STATEMENT

1. That the Bidder is of lawful age and that no other persons, firm, or corporation has any interest in this Proposal or in the contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Bidder is not in arrears to the Owner, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Owner.
4. That no officer, employee, or person whose salary is payable in whole or part from the County Treasury is, shall be, or will become interested, directly or indirectly, as a contracting party, partner, stockholder, surety, or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work, or labor to which it relates, or in any portion of the profiles thereof.
5. That the Bidder has carefully examined the site of the work and that, from his own organization, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in any way, effect the work or its performance.
6. That the Bidder shall fully comply with Bid Conditions and Affirmative Action Requirements for Equal Employment Opportunity (President's Executive Order 11245 and 11375) which prohibit discrimination in employment regarding race, creed, color, sex or national origin.
7. That the Bidder (has) (has not) strike out term which does not apply) previously performed work under the President's Executive Order 11246 and 11375.

F. BIDDERS CERTIFICATION

Addendum No. 1 Date 3-11-93

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Bidder acknowledges receipt of the following Addenda:

E. ADDENDA ACKNOWLEDGMENT

property of Nassau County, Florida in case the undersigned shall fail or refuse to execute a Contract Agreement and to furnish a Performance Bond and Payment Bond as required by the Contract Documents within the time provided.

The undersigned Bidder has examined the Contract Documents and all Addenda thereto, and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the proposed work.

The undersigned Bidder certifies that no officer or agent of the Owner is directly or indirectly interested in this bid.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents and agrees that in case of any discrepancy or differences between any condition of his Proposal and those of the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that he has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon and agrees to indemnify, defend, and save harmless the Owner against any cost, damage, or expense which may be incurred or caused by any error in his preparation of same.

Date 3-15-93 Bidder PETTINGER CO. INC.

Address 11025 BLOSSUM RD. JACKSONVILLE, FL 32226

By Elaine E Jones

Title PRESIDENT

Telephone (Business) 251-0886 State License Number CUCD53980

Telephone (Emergency) 848-1309

President Elaine E Jones

Secretary Elaine E Jones

Treasurer Elaine E. Jones

(Seal - if Bid is by a corporation)

ATTEST:

[Signature]

BIDDER'S STATEMENT OF QUALIFICATIONS  
(Copy to accompany Proposal)

Name of Firm Participat Const. Inc.

Address 11025 Brasilia Ln.

Jacksonville, Fla. 32226

Corporation, Partnership, or Individual Corporation

Date 3-87 Organized Where Jacksonville

County and State Duval, Florida

Name and Title of Firm's Principals:

Ernie E. Woods

President

Name and Title of key personnel with years of experience in similar work (list only those to be responsible for completion of proposed work):

As. Executive - Proj. Mgr. 20 Years

A. J. Mustard - Supr. 20 Years

G. Lewis - Estimator 15 Years

List at least three (3) similar projects successfully completed to satisfaction of the Owner and Engineer (include contract amount, name of Owner, Engineer, and date of completion; list most recent projects):

CLEVELAND LANE # 2.3 MILLION, CITY OF JACKSONVILLE,

Atk. Coast & Storm Drain, 1992

RAMPART BLVD BOX CUL., # GOODK, CITY OF

JACKSONVILLE, GAS CONDUIT, 1991

LESSIE RD. SOUTH, # GOODK, NASSAU COUNTY

NEW ROAD & STORM DRAIN, 1992

Gross amount of Contracts currently in progress:

\$ 5,255,055 Total

\$ 1,791,100 Balance to Complete

Credit available for this Contract: As Necessary

Have you ever defaulted on a Contract or been refused bond or credit? If answer is yes, state particulars and final results)

No

List major equipment owned by Bidder to be used on this project and state its conditions (use separate sheet if necessary):

CAT 330 HOE, 1993; CAT 926 LOADER, 1992  
CAT 126 GRADER, 1990; CAT 431 ROLLER, 1993  
WESTERN STAR TRUCKS (2), 1991; 70 TON CRANE  
(RENTAL)

Percentage of work to be performed (dollar basis) with own forces:

71%

Percentage of work to be performed (dollar basis) with minority Subcontractors:

71% PETTICOT CONT.  
(FDOT CERTIFIED MINORITY)

Name of proposed Subcontractors with whom you intend to affiliate on this project (state what phase and percentage of work each will perform; if none, write the word "none"):

SOD-BELCOR INC  
STRIPS-ROSE SUES, INC.

Elaine E. Jones  
CONTRACTOR

ATTEST:

J.P. [Signature]

PRESIDENT  
Title

By Vicki [Signature] PRESIDENT

Date 3-15-93

**CONFLICT OF INTEREST  
CERTIFICATION**

Bid No. 9251-1

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

**SECTION I**

I hereby certify that no official or employee of the County or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Elaine Egnes  
Signature

PETICORP CONST. INC.  
Company Name

ELAINE E. EGNES  
Name of Official (type or print)

11025 BLOSSIUS RD.  
Business Address

VALLEBOURVILLE FL. 32226  
City, State, Zip Code

**SECTION II**

I hereby certify that the following named County official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statement with the Supervisor of Elections, 11 North 14th Street, Fernandina Beach, Florida, Nassau County, Florida, prior to bid opening date.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Certifying Official  
(type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Bid or Contract No. 9251-1

(To be signed in the  
presence of a notary  
public or other officer  
authorized to administer  
oaths.)

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared ELAINE E. JONES  
who, being by me first duly sworn, made the following statement:

1. The business address of PETTICOAT (name of bidder or contractor)  
is 11025 BASILUS RD.

2. My relationship to PETTICOAT CO. INC. (name of bidder or contractor) is  
PRESIDENT (relationship such as sole proprietor, partner, president, vice  
president).

3. I understand that a public entity crime as defined in Section 287.133 of the  
Florida Statutes includes a violation of any state or federal law by a person with respect to  
and directly related to the transaction of business with any public entity in Florida or with  
an agency or political subdivision of any other state or with the United States, including  
but not limited to, any bid or contract for goods or services to be provided to any public  
entity or such an agency or political subdivision and involving antitrust, fraud, theft,  
bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to  
mean a finding or guilt or a conviction of a public entity crime, with or without an  
adjudication of guilt, in any federal or state trial court of record relating to charges brought  
by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial,  
or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a  
predecessor or successor of a person or a corporation convicted of a public entity crime, or  
(2) an entity under the control of any natural person who is active in the management of  
the entity and who has been convicted of a public entity crime, or (3) those officers,  
directors, executives, partners, shareholders, employees, members, and agents who are  
active in the management of an affiliate, or (4) a person or corporation who knowingly  
entered into a joint venture with a person who has been convicted of a public entity crime  
in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner,  
shareholder, employee, member or agent who is active in the management of the bidder or  
contractor nor any affiliate of the bidder or contractor has been convicted of public entity  
crime subsequent to July 1, 1989.

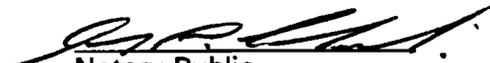
(DRAW A LINE THROUGH PARAGRAPH 6 IF PARAGRAPH 7 BELOW APPLIES)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearings is attached to this statement.

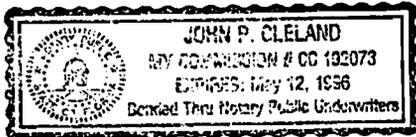
(DRAW A LINE THROUGH PARAGRAPH 7 IF PARAGRAPH 6 ABOVE APPLIES)

Sworn to and subscribed before me in the state and county first mentioned above on the 15 day of Mar, 1997 A.D.  
3

(Affix Seal)

  
Notary Public

My commission expires: \_\_\_\_\_



BID CHECK LIST  
(to be included with Bid)

One copy each of the following component items are required to be submitted, unless otherwise noted, for purposes of a complete and responsive bid. Correction to certain informalities after the bid opening area allowed under law to assure responsiveness prior to bid award. However, it is the policy of the Owner not to make such corrections and to instead consider a bid irregular if any of these component items are not included as a part of the bid, except when the resulting bid price(s) is to the Owner's clear and distinct advantage.

Proposal Form (in triplicate) completed with all entries required. All blanks to be filled in to show furnishing the information was considered. Use the words "none", "not applicable", etc., where necessary. No attachments or modifications.

(N/A) Bid Security provided. If Bid Bond, submit on form provided. Attach power-of-attorney certificate dated when or prior to time of Bid Bond execution. Bid Bond execution date to be same date of Proposal.

Bidder's Statement of Qualification completed with all entries required. All blanks to be filled in. Attach additional pages as necessary to fully show experience record, projects satisfactorily completed, and equipment. Include name, address, and phone number of the owner of each project sited.

Identification of company which will serve as Surety for Payment and Performance Bonds.

For corporations, evidence of authorization of Board of Directors for execution of the bid documents by the executing party.

Define Percentage of Work (dollar basis) to be performed with own forces.

Define Percentage of Work (dollar Basis) to be performed with minority subcontractors.

List of Major Subcontractors (included in Proposal Form) with name, address, and percent of work to be completed.

Examined Site (certified in Proposal Form).

List Addenda received (included in Proposal Form).

Bidder's Check List completed and included with Bid Submittal.

Conflict of Interest Certificate completed and signed.

Sworn Statement of Public Entry Crimes completed and signed.



**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, PETTICOAT CONTRACTING, INC.

of 11025 BLASIOUS ROAD, JACKSONVILLE, FL 32206 (hereinafter called the Principal),  
as Principal, and SAFECO INSURANCE COMPANY OF AMERICA (hereinafter called the Surety), as Surety, are held and

firmly bound unto BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FL

(hereinafter called the Obligee) in the penal sum of FIVE PERCENT (5%) OF THE AMOUNT BID

Dollars (\$ \_\_\_\_\_ )

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

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit  
a proposal to the Obligee on a contract for

FORD ROAD BOX CULVERT CONSTRUCTION

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 15TH day of MARCH, 19 93.

[Signature]  
Witness

PETTICOAT CONTRACTING, INC. (Seal)  
Elaine Jones, President  
Principal  
Title

SAFECO INSURANCE COMPANY OF AMERICA  
By Robert H. Bond  
ROBERT H. BOND Attorney-in-Fact



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. BRYAN, III; ROBERT B. HAZARD; FITZHUGH K. POWELL, JR.; ROBERT H. BOND; D.E. NEUMANN, JR.; 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.

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

this 4th day of January, 1993

Signature of R.A. Pierson

Signature of Dan D. McLean, President

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 . . .

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, R. A. Pierson, 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 15th day of March, 1993



Signature of R.A. Pierson, Secretary

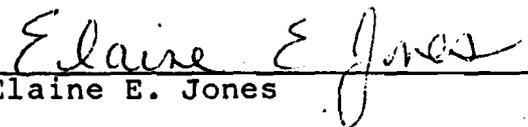
ACTION BY SHAREHOLDERS WITHOUT A MEETING

PETTICOAT CONTRACTING, INC.

Pursuant to Section 607.394, Florida Statutes, the undersigned owner of outstanding stock of the Corporation having not less than the minimum number of votes necessary to authorize the action described herein, hereby agrees to the following:

The sole director of the Corporation shall be Elaine E. Jones.

Dated as of this 21 day of January, 1988.

  
Elaine E. Jones

# ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
7/12/93

**PRODUCER**

GREENE-HAZEL & ASSOCIATES, INC.  
P.O. DRAWER 10209  
JACKSONVILLE, FL 32247-0209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A TRANSCONTINENTAL INSURANCE COMPANY
- COMPANY B TRANSPORTATION INSURANCE COMPANY
- COMPANY C ASSOCIATED INDUSTRIES
- COMPANY D

**INSURED**

PETTICOAT CONTRACTING, INC.  
11025 BLASIUS ROAD  
JACKSONVILLE, FL 32226

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	20786447	3/17/93	3/17/94	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b>	BUA22082391	6/5/93	3/17/94	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
B	<b>EXCESS LIABILITY</b>	CUP22082407	6/5/93	3/17/94	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	932301733	4/26/93	4/26/94	STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT \$ 100,000
	<input checked="" type="checkbox"/> INCL				DISEASE - POLICY LIMIT \$ 500,000
	<input type="checkbox"/> EXCL				DISEASE - EACH EMPLOYEE \$ 100,000
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**CERTIFICATE HOLDER**

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY  
P.O. BOX 1010  
FERNANDINA BEACH, FL 32034

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

*Timothy B. Laskin*  
ACORD CORPORATION 1993



ENG. - INVERT  
23 JUL 93 11: 33

**NOTICE OF AWARD**

TO: PETTICOAT CONTRACTING INC.  
11025 BLASIU ROAD  
JACKSONVILLE, FL 32226

**PROJECT DESCRIPTION:**

FORD ROAD CULVERT REPLACEMENT  
\_\_\_\_\_  
\_\_\_\_\_

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

You are hereby notified that your Bid has been accepted for the items in the amount of \$ 137,114.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said 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 14TH day of JUNE, 1993.

NASSAU COUNTY, FLORIDA

By: William Becker  
Title by mail  
NASSAU COUNTY ENGINEER

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

By: Elaine E. Jones this the 20th day of July,  
1993.

By: Elaine E Jones  
Title: President

**PERFORMANCE BOND**

NO. 124029090

KNOW ALL MEN BY THESE PRESENTS, that Petticoat Contracting, Inc. corporation, hereinafter called **PRINCIPAL**, and National Fire Insurance Company of Hartford State of Connecticut, hereinafter called **SURETY**, are held and firmly bound unto Nassau County, Florida, a \_\_\_\_\_ corporation, hereinafter called **OWNER**, in the penal sum of \$137,114.00 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made a part hereof for furnishing all labor, material, and equipment for accomplishing the construction of the Ford Road-Culvert Replacement Project with Contract Documents prepared by Pitman-Hartenstein & Assoc., Inc., Engineers 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST:

Brenda C. Dewitt  
Asst. Principal Secretary

(SEAL)

Witness as to Principal

11025 Blasius Rd  
Jax, FL 32226  
Address

ATTEST:

Carolyn B. Boudet  
Surety Secretary

(SEAL)

Celita B. O'Neill  
Witness as to Surety  
Greene-Hazel & Associates, Inc.  
P.O. Drawer 10209  
Jacksonville, FL 32247-0209  
Address

FORM APPROVED:

\_\_\_\_\_  
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 Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

Petticoat Contracting, Inc.

PRINCIPAL

By: Glenn S. Jones

11025 Blasius Road

Jacksonville, FL 32226

Address

National Fire Insurance Company of Hartford

SURETY

By: William Robert Haddock  
Attorney-in-Fact

P.O. Box 154

Orlando, FL 32802-9984

Address

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that  
Petticoat Contracting, Inc. a Florida  
corporation, hereinafter called PRINCIPAL, and National Fire Insurance Company of Hartford  
State of  
hereinafter called SURETY, are held and firmly bound unto Nassau County, Florida, a  
Connecticut corporation, hereinafter called OWNER, in the penal sum of  
One Hundred Thirty-Seven Thousand One Hundred Fourteen Dollars and No Cents  
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 \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_, a copy of which is hereto attached and made a part hereof for furnishing all labor,  
material, and equipment for accomplishing the construction of the  
Ford Road-Culvert Replacement Project in accordance with Plans prepared by Pitman-  
Hartenstein & Assoc., Inc., Engineers, for Nassau County, Florida.

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 on 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.

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

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

County Attorney

FORM APPROVED:

Address

Jacksonville, FL 32247-0209

P.O. Drawer 10209

Greene-Hazel & Associates, Inc.

Witness as to Surety

*Colt B. O'Neil*

(SEAL)

Surety Secretary

*Robert B. ...*

ATTEST:

Address

Jax, Fl 32226

11025 Blasius Rd

Witness as to Principal

(SEAL)

Principal Secretary

*Rowland Dewitt*

ATTEST:

Address

Jacksonville, FL 32226

11025 Blasius Road

PRINCIPAL

BY: *Clare S. ...*

Petticoat Contracting, Inc.

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

National Fire Insurance Company of Hartford

SURETY

BY: *William Robert ...*

Attorney-in-Fact

P.O. Box 154

Orlando, FL 3282-9984

Address

**National Fire Insurance Company  
of Hartford**



For All the Commitments You Make

Office/Chicago, Illinois

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men by these Presents, That the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a corporation duly organized and existing under the laws of the State of Connecticut, and having its general administrative office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint William Robert Hardaker, Theresa Fleming Greene, Thomas Andrew Hazel, Individually

of Jacksonville, Florida

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

- In Unlimited Amounts -

and to bind the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NATIONAL FIRE INSURANCE COMPANY OF HARTFORD and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 21, 1955 by the Board of Directors of the Company.

**RESOLVED:** That the President, an Executive Vice President or any Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorneys-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 14th day of May, 1964.

**RESOLVED:** That the signature of the President, an Executive Vice President or a Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 21, 1955 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation.

In Witness Whereof, the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 4th day of June, 1993.



NATIONAL FIRE INSURANCE COMPANY OF HARTFORD

*J. E. Purtell*

J. E. Purtell

Vice President.

State of Illinois, County of Cook, ss:

On this 4th day of June, 1993, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



*Linda C. Dempsey*

Linda C. Dempsey

Notary Public.

My Commission Expires October 19, 1994

**CERTIFICATE**

I, Robert E. Ayo, Assistant Secretary of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the Resolutions of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed by name and affixed the seal of the said Company this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_



*Robert E. Ayo*

Robert E. Ayo

Assistant Secretary



# Nassau County Engineer

2290 SOUTH 8th STREET  
FERNANDINA BEACH, FL 32034-3056

WILLIAM LECHER, P.E.  
COUNTY ENGINEER

June 14, 1993

Mr. Gary Wilson  
Petticoat Contracting, Inc.  
11025 Blasius Road  
Jacksonville, Fl 32226

RE: Ford Road Culvert Replacement

Dear Mr. Wilson:

I have enclosed the Notice of Award and Contract Documents (in triplicate) with this letter for your execution.

People's Gas is in the process of having their gas line relocated so that it will not interfere with your installation. They hope to have their work completed by mid July.

Since Phil Cleland had indicated a 5 - 6 week fabrication schedule for the box culverts, we would like for you to proceed with the box culvert fabrication as soon as possible.

Please complete the enclosed documents and return them to us for our signature. If you have any questions feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "John H. Meier".

John H. Meier  
Senior Civil Engineer

JHM/mdh

**NOTICE OF AWARD**

TO:           PETTICOAT CONTRACTING INC.            
          11025 BLASIU ROAD                            
          JACKSONVILLE, FL 32226                  

**PROJECT DESCRIPTION:**

          FORD ROAD CULVERT REPLACEMENT            
\_\_\_\_\_  
\_\_\_\_\_

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

You are hereby notified that your Bid has been accepted for the items in the amount of \$ 137,114.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said 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 14TH day of JUNE, 1993.

NASSAU COUNTY, FLORIDA

By: William Lecker  
          Title by no1  
NASSAU COUNTY ENGINEER

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

By: \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_