SET 3 JUN 21 1993

AGREEMENT BETWEEN OWNER AND CONTRACT

THIS AGREEMENT is dated as of the 24^{H} day of 499 in the year 19 3 by and between <u>COUNTY OF NASSAU</u> (hereinafter called OWNER) and <u>JAMES D. HINSON ELEC. CONTG. CO., INC.</u> (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 14TH STREET JASMINE STREET SIGNALS NASSAU COUNTY, FLORIDA

Article 2. ENGINEER.

The Project has been designed by:

GEE & JENSON Engineers-Architects-Planners, Inc. 9452 Phillips Highway, Suite 4 Jacksonville, FL 32256 (904) 292-9097

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 Jasmine Street Signals will be substantially completed within the number of days shown on the Bid 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.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time if of the essence of this Agreement and the 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 <u>One Hundred and No/100</u> Dollars (\$100.00) 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 is 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 <u>30th</u> 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.

<u>_90</u> % of Work completed.

<u>90</u> % 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 paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

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 specifcally the provisions of paragraph 4.3 of the General Conditions.

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.

7.6. 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.

Article 8. CONTRACT DOCUMENTS.

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

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 <u>General Requirements &</u> <u>Technical Provisions</u> as listed in table of contents thereof. 8.8. Drawings, consisting of the following:

Signalization Plans T-4, T-6, T-9

8.9. Addenda numbers <u>N/A</u> to <u>N/A</u>, 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.

. 1993. This Agreement will be effective on ____ OWNER COUNTY OF NASSAU CONTRACTOR JAMES D. HINSON ELEC. CONTG. CO., INC. BY: (CORPORATE SEAL) President ORPORATE Attest mo Attest GREESON. Janey Jo McCoyy Corporate Secretary Address for giving notices Address for giving notices 2290 SOUTH 8th STREET 11609 COLUMBIA PARK DRIVE, WEST FERNANDINA BEACH, FL 32034 JACKSONVILLE, FL 32258-2480 License No. ____EC 0000869 Agent for service of process:____ J. Daniel Hinson, Vice President

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

APPROVED AS TO PORMA MICHAEL'S. MULLIN, COUNTY ATTORNEY

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

	ORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER RIZED TO ADMINISTER OATHS.
1.	This sworn statement is submitted with Bid, Proposal or Contract No. 14th St. Impr./Jasmine St. Signals
	for Construction of 14th St, Jasmine St. Signals, Nassau County, F1.
2.	This sworn statement is submitted by <u>James D. Hinson Electrical Contracting CoInc.</u> [name of entity submitting sworn statement]
	whose business address is11609 Columbia Park Drive West
	Jacksonville, F1 32258-2480 and
	(if applicable) its Federal Employer Identification Number (FEIN) is
	(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
	statement:)
3.	My name is James D. Hinson and my relationship to the [please print name of individual signing]
	[please print name of individual signing]
	entity named above isPresident
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
	1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

:

X Neithe, the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

[signature] July 2, 1993

STATE OF _____ Florida

COUNTY OF _____Duva1 _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

James D. Hinson

[name of individual signing]

who, after first being sworn by me, affixed his/her signature

in the space provided above of	on this	day of, 19 <u>93</u> .
		Jamey & McCoy'
My commission expires:	8/24/93	AA 702201

Form PUR 7068 (Rev. 11/89)

SUBMIT IN TRIPLICATE

BID FORM

FOR CONSTRUCTION OF

14TH STREET IMPROVEMENTS

JASMINE STREET SIGNALS

COUNTY OF NASSAU, FLORIDA

James D. Hinson Electrical

SUBMITTED BY:

Contracting Co., Inc. ____ SUBMITTED: April 28 ____, 1993

11609Columbia Pk Dr. W.

Jacksonville, Fl 32258-2480

The undesigned, as Bidder, hereby de persons interested in the proposal herein and that no other persor interest in this proposal or ir that this proposal is made person, company, or parties r is in all respects fair and fraud.

The Bidder further decl UV W work and informed hims. pertaining to the places w. examined the plans and specin documents relative thereto, an. furnished prior to the opening himself relative to the work to be the Lions ne has ractual Covisions satisfied

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The Bidder proposes and agrees, if thi. A s accepted, to contract with the County of Nassau, Flor. I is form contract specified, to furnish all necessary material. Ipment, 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: The Bidder proposes to furnish and install a complete signal system as shown on the drawings and described herein for the lump sum price of _____ Thirty-four thousand five_hundred____ DOLLARS (\$ 34,500.00).

The Bidder proposes to furnish a complete

installation in procurement of materials days.

60 days after

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	DATED
ADDENDUM NO.	DATED
Signature	<u>James D. Hinson, President</u> Title (typed)
RESPECTFULLY SUBMITTED:	_11609 Columbia Pk. Dr. W.
Signature	Street Address

James D. Hinson, President Title

E C 0000869

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() (v)

License Number

₩. Street Address

Jacksonville, FL 32258-2480 Zip City State

April 28, 1993 Date

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

President - James D. Hinson

Secretary - Jamey Jo McCoy

Treasurer - Shirley M. Hinson

SEAL (if Bid is by a Corporation)

amey Sr. Attest Jamey Ja McCoy, Corporate Secretary Proposed Superintendent:

Larry L. Taylor

89418

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:

<u>ype_of_Work</u>	Name and Address of Subcontractor
	No Subcontractors
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STATEMENT OF EXPERIENCE

Bidder:	James D. Hinson Electrical Contracting Co., Inc.				
	116	<u>09 Columbia Pk. Dr. W. Jacks</u>	onville, FL 32258	-2480	
How Long in Business	7 years		at Current	Address <u>4 years</u>	
Principals	Jam	es D. Hinson	Title <u>Pres</u>	ident	
	<u>Shi</u>	rley M. Hinson	Title <u> </u>	surer	
			Title		
Type of Work Normally Performed:	Elec	trical Roadway Lighting, Sig	nalization, & Comm	ercial	
Projects of	1.	SR 200, Nassau County, Bar	corp, Inc.		
This Type Previously		Sate Project #7 4060-3501		Amount \$ <u>36,000.00</u>	
Completed:	2.	St. Augustine Road Improve	ments, Barco - Du	val Engineering, Inc.	
		City Project #86/114		Amount \$ 92,000.00	
	3.	Blanding Blvd & Loch Rane,	A.J. Johns, Inc.		
		Foot Permit #2-JD-6477		Amount \$ 25,600.00	
References:	1.	Don Fullerton, Traffic Sig	nal Engineering, C	ity of Jacksonville, Florida	
				Tel. No. (904) 387-8861	
	2.	Bascom Akins, FDOT Distric	t # II Lake City,	Florida	
				Tel. No. (904) 752-3300	
	3.	Steve Knowles, Clay County	/ Signal Maintenanc	e, Green Cove Springs, Florida	
				Tel. No. (904) 269-6300	
Financial Status:	FDOT	Certified Contractor 4/15/	93 - 4/30/94 (ce	rtificate attached)	

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END OF SECTION

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April 27, 1993

Board of County Commissioners T.J. Greeson, Clerk County Courthouse, Room 9 Fernandina Beach, Florida 32034

Dear Gentlemen:

This is a letter of introduction for James D.Hinson Electrical Contracting Company, Inc. Our company was organized in June of 1986. With the help of devoted personnel in management, clerical and labor, and with the help and cooperation of customers and friends, we have shown tremendous growth.

Hinson Electric has the management, supervision, labor, tools, and equipment to perform all types of electrical construction. We ask that you review the attached management personnel and past performance information in the hopes that we may be of more service to our present and future clients and customers.

We are extremely proud of the variety of Commercial, Industrial, Signal, High-end Residential and Service Work we have accomplished in our six and one-half years of business. Hinson Electric also holds a Certificate of Qualification with the Florida Department of Transportation for Electrical Work and Traffic Signals.

Thank you for your interest in James D. Hinson Electrical Contracting Co., Inc. We would appreciate the opportunity to bid on your upcoming projects. Please call anytime we can be of further assistance.

Sincerely,

Eme a Nann

James D. Hinson President

JDH/cs

enclosures

PH (904) 262-3805

MANAGEMENT PERSONNEL

James D. Hinson started Hinson Electric in 1986, and has managed it as Owner and President to this date. Previously, he was President of Regency Electric Company, helping it grow from annual sales of 200,000 to 15 million dollars annually during his 7-1/2 year tenure. He was also associated with Commercial Electric company from 1969 through 1978 as Estimator/Project Manager and Vice President in Charge of Sales and Public Relations. Commercial Electric's sales volume increased from 2.5 million to 8 million dollars per year while he was Vice President. He is a Certified Master Electrician in the State of Florida(EC0000869). He holds memberships in the Northeast Florida Home Builders Association, Florida Association of Electrical Contractors, American Subcontractors Association, Duval County Masters Association and the Associated General Contractors of America.

Our Vice President in charge of Estimating is Mr. Hinson's oldest son, Robert D. Hinson. Bob is a licensed Journeyman Electrician and a Certified Master Electrician in both Florida and Georgia. He is knowledgeable in estimating, bid, design, management and coordination of all phases of electrical construction.

J. Daniel Hinson, Mr. Hinson's youngest son, is Vice President in Charge of Operations. Dan is a superb licensed Journeyman Electrician and Certified Traffic Signal Electrician Level II. Though young in years, his expertise is immeasurable in both quality and quantity.

Joseph C. Patrick is our Project Coordinator. "J.C." came to us after retiring as Chief Electrical Inspector for the City of Jacksonville for twenty-eight years. J.C. is a Certified Master Electrician in Florida and is responsible for permitting and code adherence.

Harold "Dink" Hart is Estimator/Project Manager. Dink has thirty-two years of experience in our industry beginning as an apprentice electrician, working his way up to Journeyman, Job Foreman, and Estimator/Project Manager. He has an extensive background in both industrial and commercial electrical construction having supervised numerous projects including paper mills, schools, and power houses.

PAST PERFORMANCE

Following is a partial list of projects that we hope will be helpful in demonstrating our qualifications:

OFFICE BUILDINGS

CSX 15th Floor Bathroom	E.C. Kenyon
Florida Production Center	M & S Construction
Ivey H. Smith Office Building	R.B. Gay Constr.Co.
Ponte Vedra Office Building	E.C. Kenyon
Westland Park	E.C. Kenyon
U.S. Sprint	Anchor Electric

BANKS

American National Bank Barnett Bank - Normandy Barnett Bank - San Pablo

CHURCHES

Church of Latter Day Saints	Apex	Construction
Liberty Baptist	E.C.	Kenyon
Phillipean Church	M.E.	Elkins
San Pablo Baptist	E.C.	Kenyon
Southside Baptist Church Addition	Fred	M. Cox, Inc.
St. Joseph's Catholic Education Center	E.C.	Kenyon

HOSPITALS

Memorial Medical Center - San JoseCertified BenchmarkMemorial Medical Center - MonumentCertified BenchmarkUniversity Hospital Faculty ClinicPerry-McCall Constr.University Hospital Parking GaragePerry-McCall Constr.University Hospital Learning Resource Cntr.Perry-McCall Constr.Baptist Hospital Outpatient Oncology Cntr.

E.C. Kenyon

E.C. Kenyon

E.C. Kenyon

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INDUSTRIAL

Edwards St. Asphalt Plant	Dickerson
Kennedy Gen.Maintenance Facility	R.L. Hardy
Kennedy Gen. Turbine Room	Sauer, Inc.
M.C.I. Marine Elect. Corp.	Kinard/Johnson
Shad Road Asphalt Plant	Atlantic Coast

WAREHOUSES

Jacksonville Golf & Country Club	E.C. Kenyon
Kennedy Gen. Parts Warehouse	J.E.A.
Kight Copy Center	E.C. Kenyon
Wikoff Color Corp.	Dimare
City Electric Warehous	D.B. Kenyon

SIGNALS & PARKING LOT LIGHTING

Bradford County Signals Deerwood Park Signals Orange Park Signals Park Street Viaduct U.N.F. Parking Lot U.N.F. Perimeter Road Downtown Jax Street Loops City of Jax Signal Maintenance Main Street Bridge Rehabilitation

D.O.T. C.H. Barco Welbro W.R. Fairchild Jensen of Jax Barcorp, Inc. Metric Constructors Jacksonville Wood-Hopkins

WATER & SEWAGE STATIONS

City of Brunswick Water Plant Ortega Industrial City of Kingsland Waste Water Treatment Meadors

MUNICIPAL

High Mast Lighting - Blount Island	Jensen of Jax
Jax Beach Plaza	E.C. Kenyon
Jax Int.Airport - Primary Loop	Barcorp, Inc.
Museum of Science and History	E.C. Kenyon
St. Augustine Municipal Airport	Barcorp, Inc.
Palatka Airport Expansion	Barcorp, Inc.
Metropolitan Park Site Lighting	Barcorp, Inc.
High Mast Lighting Duval Rd/I 95	JTA
Craig Airport Signals/Lights	Anderson Columbia

SCHOOLS

Greenland Road Elementary School Middleburg School-Classroom #5 Orange Park High School Site Impr. Clay County Infrared Lighting Control

Perry-McCall Constr. Unicon Group, Inc. Anderson Columbia Clay County

MAINTENANCE

Ewell Industries Atlantic Coast Asphalt Mandarin Senior High School Duval Asphalt Betz Paperchem Big Tree Racquet Club

ADDITIONAL INFORMATION

BONDING:

Surety Associates, Inc. 2263 St. Johns Avenue Jacksonville, Fl 322 04 Telephone: (904) 388-5002 Contact Person: Thomas S. Lobrano, III

INSURANCE: Construction Insurance Corporation 2263 St. Johns Avenue Jacksonville, Fl 32204 Telephone: (904) 388-1988 Contact Person: Jim Buchanan

BANK:

lst Performance Bank
P.O. Box 52385
Jacksonville, Fl 32201-2385
Telephone: (904) 798-5121
Contact Person: Lawrence A. Ratchford

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we JAMES D. HINSON ELECTRICAL CONTRACTING COMPANY, INC., 11609 Columbia Park Drive, West, Jacksonville, FL 32258

as Principal, hereinafter called the Principal, and THE HOME INSURANCE COMPANY 59 Maiden Lane, New York, New York 10038

a corporation duly organized under the laws of the State of NEW HAMPSHIRE as Surety, hereinafter called the Surety, are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the largest amount for which award can be made under the accompanying bid.

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 14th STREET IMPROVEMENTS JASMINE STREET SIGNALS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

2011

Signed and sealed this	2811	day of	April	19 95	
		JAMES D. H	INSON ELECTRICAL	CONTRACTING CO., INC.	•
Janey Do McCo.	ł	5	(Principal)	(Seal)	
() ((Witness)) _	Linn	(Tita)	. , , , , , , , , , , , , , , , , , , ,	
	(THE HOME IN	(Title)		
Brown Id GOO	\subseteq	PHE HOME IN	SURANCE COMPANY	(Seal)	
Betty Hall (Witness)	J	lames C. Cong	elio (Title) Licens	Attorney-In-Fact ed Resident Agent	&
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AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

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July 2, 1993

Michelle D. Hatton Administrative Assistant Nassau County Engineer's Office 2290 South 8th Street Fernandina Beach, Fl 32034-3056

Re: Jasmine & 14th Street Intersection Traffic Signal Installation

Dear Ms. Hatton:

The following is a list of officers for James D. Hinson Electrical Contracting Company, Inc.:

James D. Hinson	President
J. Daniel Hinson	Vice President
Robert D. Hinson	Vice President
Jamey Jo McCoy	Corporate Secretary
Shirley M. Hinson	Treasurer

James D. Hinson, J. Daniel Hinson, and Robert D. Hinson have corporate authority to sign contracts and change orders.

Sincerely,

moston ser

James D. Hinson President

JDH/sh

Attest: retary



JACKSONVILLE, FL 32258-2480 EC0000869 PH (904) 262-3805

THIS BOND ONLY COMERS CLAIMS OF SUBCONTRAC TORS, SUB-SUBCOMFREE FOR SUBLICERC, AND LABOR-ERS TO THE LARON BLOW COMPANY AS GEEN PAID FOR THE LARON, SUBJECT OF CHARGE PROVIDED BY SUCH PERSONS THIS BOND DOES NOT PRECLUDE YOU FROM SERVING A NOTICE TO OWNER OR FILING A CLAIM OF LIEN ON THIS PROJECT. THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

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

KNOW ALL MEN BY THESE PRESENTS: that JAMES D HINSON ELECTRICAL CONTRACTING CO., INC. 11609 Columbia Park Drive West, Jacksonville, F1 (Here insert full name and address or legal title of Contractor) 32258

as Principal, hereinafter called Principal, and, THE HOME INSURANCE COMPANY 59 Maiden Lane, New York, New York 10038 (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA (Here insert full 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 Thirty-Four Thousand Five Hundred Dollars (Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 34,500.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated (Here insert full name, address and description of project) Construction of 14th Street Jasmine Street Signals Nassau County, Florida in accordance with Drawings and Specifications prepared by GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC. 9452 Phillips Highway, Suite 4 Jacksonville, Florida 32256

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

LABOR AND MATERIAL PAYMENT BOND

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

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed 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.

19 93 Ju1y Signed and sealed this 2nd day of JAMES D HINSON ELECTRICAL CONTRACTING CO., INC. (Seal) (Principal) (Tide) President Hinson James D. THE HOME INSURANCE COMPANY (Seal) (Surety) Cos Witnes (Title) Attorney-in-Fact & C. Congelio James Licensed Resident Agent

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4

POWER OF ATTORNEY

FROM

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

KNOW ALL MEN BY THESE PRESENTS: That THE HOME INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, with Principal Office in the City of Manchester, in the County of Hillsboro, in the State of New Hampshire pursuant to the provisions of its by-laws, which were adopted by the Directors of the said Company on June 21, 1973, to be effective July 1, 1973 to wit:

Article VIII, Section 2 as follows:

The President or any Vice President, acting with any Secretary or Assistant Secretary may appoint by written power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Attorneys-in-Fact, and at any time may remove any such Attorney-in-Fact and revoke the power and authority given to him. The signatures of such officers and the seal of the Corporation may be affixed to any such power of attorney or 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 Corporation and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

All bonds and undertakings, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, shall be signed by either the President, any Vice President, or Attorney-in-Fact and shall have the seal of the Corporation affixed thereto. The President and all Vice Presidents shall each have authority to sign such instruments, the Vice Presidents to have such authority whether the President be absent or incapacitated or not, and all Secretaries and Assistant Secretaries shall each have authority to seal and attest such instruments.

does hereby nominate, constitute and appoint

A. B. Lynch, Jr. and James C. Congelio, individually, of Jacksonville, Florida

its true and lawful agent and attorney in fact with authority to make, execute and deliver, for and on its behalf, as surety, and as its act and deed, any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they were duly executed by the regularly elected officers of said Company.

IN WITNESS WHEREOF, THE HOME INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its Secretary, and its corporate seal to be hereto affixed this 23rd

October , (Corporate Seal)

, 19 92 . (Signed)

day of

Attest

day of

Time H. Wolf Troward G. Wells, Jr.

STATE OF NEW YORK, ss.: COUNTY OF NEW YORK.

On this 23rd

October

Paul J. Fleming

1992, before the subscriber, Floming

a Notary Public of the State of New York, duly commissioned and qualified, came Paul J. Fleming Vice President and Troward G. Wells, Jr. Secretary of THE HOME

INSURANCE COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article VIII, Section 2 of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of New York the day and year first above written.

(Notarial Seal)

asqua nos Xo Notary Public

JAN ES A. DiPASQUALE Notary Public, State of NewYork No. 30-4841475 Qualified in Nassau County Certificate Filed in New York County Commission Expires May 31, 1973

H282220 9/74

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that JAMES'D. HINSON ELECTRICAL CONTRACTING CO., INC., 11609 Columbia Park Drive West, Jax., F1 32258 (Here insert full name and address or legal little of Contractor)

as Principal, hereinafter called Contractor, and, THE HOME INSURANCE COMPANY 59 Maiden Lane, New York, New York 10038 (Here insert full name and address or legal title of Surery)

as Surety, hereinafter called Surety, are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS (Here insert full name and address or legal title of Owner) NASSAU COUNTY, FLORIDA

as Obligee, hereinafter called Owner, in the amount of Thirty-four Thousand Five Hundred Dollars

Dollars (\$ 34,500.00),

1

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

WHEREAS,

. <u>.</u> .

Contractor has by written agreement dated (Mere insert full name, address and description of project) In accordance with Drawings and Specifications prepared by PLANNERS, INC. 9452 Phillips Highway, Suite 4 Jacksonville, Florida 32256 PLANNERS, INC. 9452 Phillips Highway, Suite 4 Jacksonville, Florida 32256

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

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PERFORMANCE BOND

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.

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 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 the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (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 the Owner.

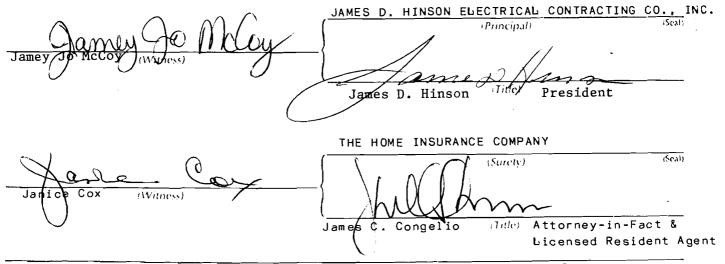
Signed and sealed this

2nd

day of

July

19 93



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2

ORIGINAL

POWER OF ATTORNEY

FROM

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

KNOW ALL MEN BY THESE PRESENTS: That THE HOME INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, with Principal Office in the City of Manchester, in the County of Hillsboro, in the State of New Hampshire pursuant to the provisions of its by-laws, which were adopted by the Directors of the said Company on June 21, 1973, to be effective July 1, 1973 to wit:

Article VIII, Section 2 as follows:

The President or any Vice President, acting with any Secretary or Assistant Secretary may appoint by written power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Attomeys-in-Fact, and at any time may remove any such Attorney-in-Fact and revoke the power and authority given to him. The signatures of such officers and the seal of the Corporation may be affixed to any such power of attorney or 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 Corporation and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

All bonds and undertakings, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, shall be signed by either the President, any Vice President, or Attorney-in-Fact and shall have the seal of the Corporation affixed thereto. The President and all Vice Presidents shall each have authority to sign such instruments, the Vice Presidents to have such authority whether the President be absent or incapacitated or not, and all Secretaries and Assistant Secretaries shall each have authority to seal and attest such instruments.

does hereby nominate, constitute and appoint

A. B. Lynch, Jr. and James C. Congelio, individually, of Jacksonville, Florida its true and lawful agent and attorney in fact with authority to make, execute and deliver, for and on its behalf, as surety, and as its act and deed, any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they were duly executed by the regularly elected officers of said Company.

IN WITNESS WHEREOF, THE HOME INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its Secretary, and its corporate seal to be hereto affixed this 23rd

day of October

(Corporate Seal)

On this

, 19 92. (Signed)

Attest

STATE OF NEW YORK.

recretary. Wel Troward G. Wells, Jr.

ss.: COUNTY OF NEW YORK.

23rd

day of

October

1992, before the subscriber,

Paul J. Flemin

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a Notary Public of the State of New York, duly commissioned and qualified, came Paul J. Fleming Vice President and Troward G. Wells, Jr. Secretary of THE HOME

INSURANCE COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article YIII, Section 2 of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of New York the day and year first above written.

(Notarial Smal)

H28222 0 9/74

JAI/ES A. DIPASQUALE Notary Public, State of NewYork No. 30-4841475 Qualified in Nassau County Certificate Filed in New York County Commission Expires May 31, 1993



Nassau County Engineer

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

> WILLIAM LECHER, P.E. COUNTY ENGINEER

> > June 18, 1993

James D. Hinson Electrical Contracting Co., Inc. 11609 Columbia Park Drive, West Jacksonville, FL 32258-2480

RE: Jasmine & 14th Street Intersection Traffic Signal Installation

Dear Mr. Hinson:

The Nassau County Board of Commissioners has awarded the above contract to your firm on June 14, 1993, in the amount of \$34,500.00. Enclosed are triplicate copies of the contract documents for the above project. Please execute all three copies and return to our office for further processing.

Nassau County will forward a Notice to Proceed upon notification from Florida Public Utilities that the required pole movements have been made. Please notify our office if there are any time constraints pursuant to your bid.

If you have any questions please feel free to contact me.

Sincerely,

ichen D. Hatton

Michele D. Hatton Administrative Assistant Nassau County Engineer's Office.

SUBMIT IN TRIPLICATE

BID FORM

FOR CONSTRUCTION OF

14TH STREET IMPROVEMENTS

JASMINE STREET SIGNALS

COUNTY OF NASSAU, FLORIDA

James D. Hinson Electrical

SUBMITTED BY: Contracting Co., Inc. SUBMITTED: April 28 , 1993

11609Columbia Pk Dr. W.

Jacksonville, F1 32258-2480

The undesigned, 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:

89418

The Bidder proposes to furnish and install a complete signal system as shown on the drawings and described herein for the lump sum price of Thirty-four thousand five hundred

The Bidder proposes to furnish a complete

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installation in procurement of materials days. days.

DOLLARS (\$ 34,500.00

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 NOnone	DATED			
ADDENDUM NO	DATED			
Signature	James D. Hinson, President Title (typed)			
RESPECTFULLY SUBMITTED:				
- laman Alin	11609 Columbia Pk. Dr. W.			
Signature	Street Address Jacksonville, FL 32258-2480			
James D. Hinson, President				
Title	City	State	Zip	
E C 0000869	April 28, 1993			
License Number		Date		
(If Corporation, President, Secretaidentification.)	ary and Treasu	irer		

Treasurer - Shirley M. Hinson

SEAL (if Bid is by a Corporation)

Attest amey Jamey Jo McCoy, Corporate Secretary

Proposed Superintendent:

<u>Larry L. Taylor</u>

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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:

<u>Type of Work</u>	Name_and_Address_of_Subcontractor
	No Subcontractors

89418

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STATEMENT OF EXPERIENCE

Bidder:	James D. Hinson Electrical Contracting Co., Inc.			
	11609 Columbia Pk. Dr. W. Jacksonville, FL 32258-2480			
How Long in Business	7 years at Current Address_ 4 years			
Principals	James D. Hinson Title President			
	Shirley M. Hinson Title Treasurer			
	Title			
Type of Work Normally Performed:	Electrical Roadway Lighting, Signalization, & Commercial			
This Type Previously Completed:	1. SR 200, Nassau County, Barcorp, Inc.			
	Sate_Project #74060-3501 Amount \$Amount			
	2. St. Augustine Road Improvements, Barco - Duval Engineering, Inc.			
	City Project #86/114 Amount \$_92,000.00			
	3. Blanding Blvd & Loch Rane, A.J. Johns, Inc.			
	Foot Permit #2-JD-6477 Amount \$_25,600.00			
References: 1	1. Don Fullerton, Traffic Signal Engineering, City of Jacksonville, Florida			
	Tel. No. (904) 387-8861			
	Bascom Akins, FDOT District # II Lake City, Florida			
	Tel. No.(904) 752-3300			
Financial Status:	3. Steve Knowles, Clay County Signal Maintenance, Green Cove Springs, Florida			
	Tel. No(904) 269-6300			
	FDOT Certified Contractor 4/15/93 - 4/30/94 (certificate attached)			

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Equipment:	Bucket Truck, Auger Truck, Pickup Trucks, Rentals available from Hertz, Prime
	Equipment, & Duval Equipment.
Number of Perso	nnel Currently Employed: <u>53.</u>
Number of Perso	nnel Available for Project: <u>As needed.</u>
Other Pertinent Information:	Please see attached Letter of Introduction.

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

END OF SECTION

89418

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April 27, 1993

Board of County Commissioners T.J. Greeson, Clerk County Courthouse, Room 9 Fernandina Beach, Florida 32034

Dear Gentlemen:

This is a letter of introduction for James D.Hinson Electrical Contracting Company, Inc. Our company was organized in June of 1986. With the help of devoted personnel in management, clerical and labor, and with the help and cooperation of customers and friends, we have shown tremendous growth.

Hinson Electric has the management, supervision, labor, tools, and equipment to perform all types of electrical construction. We ask that you review the attached management personnel and past performance information in the hopes that we may be of more service to our present and future clients and customers.

We are extremely proud of the variety of Commercial, Industrial, Signal, High-end Residential and Service Work we have accomplished in our six and one-half years of business. Hinson Electric also holds a Certificate of Qualification with the Florida Department of Transportation for Electrical Work and Traffic Signals.

Thank you for your interest in James D. Hinson Electrical Contracting Co., Inc. We would appreciate the opportunity to bid on your upcoming projects. Please call anytime we can be of further assistance.

Sincerely,

Eme a Nonn

James D. Hinson President

JDH/cs

enclosures

MANAGEMENT PERSONNEL

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James D. Hinson started Hinson Electric in 1986, and has managed it as Owner and President to this date. Previously, he was President of Regency Electric Company, helping it grow from annual sales of 200,000 to 15 million dollars annually during his 7-1/2 year tenure. He was also associated with Commercial Electric company from 1969 through 1978 as Estimator/Project Manager and Vice President in Charge of Sales and Public Relations. Commercial Electric's sales volume increased from 2.5 million to 8 million dollars per year while he was Vice President. He is a Certified Master Electrician in the State of Florida(EC0000869). He holds memberships in the Northeast Florida Home Builders Association, Florida Association of Electrical Contractors, American Subcontractors Association, Duval County Masters Association and the Associated General Contractors of America.

Our Vice President in charge of Estimating is Mr. Hinson's oldest son, Robert D. Hinson. Bob is a licensed Journeyman Electrician and a Certified Master Electrician in both Florida and Georgia. He is knowledgeable in estimating, bid, design, management and coordination of all phases of electrical construction.

J. Daniel Hinson, Mr. Hinson's youngest son, is Vice President in Charge of Operations. Dan is a superb licensed Journeyman Electrician and Certified Traffic Signal Electrician Level II. Though young in years, his expertise is immeasurable in both quality and quantity.

Joseph C. Patrick is our Project Coordinator. "J.C." came to us after retiring as Chief Electrical Inspector for the City of Jacksonville for twenty-eight years. J.C. is a Certified Master Electrician in Florida and is responsible for permitting and code adherence.

Harold "Dink" Hart is Estimator/Project Manager. Dink has thirty-two years of experience in our industry beginning as an apprentice electrician, working his way up to Journeyman, Job Foreman, and Estimator/Project Manager. He has an extensive background in both industrial and commercial electrical construction having supervised numerous projects including paper mills, schools, and power houses.

PAST PERFORMANCE

Following is a partial list of projects that we hope will be helpful in demonstrating our qualifications:

OFFICE BUILDINGS

CSX 15th Floor Bathroom Florida Production Center Ivey H. Smith Office Building Ponte Vedra Office Building Westland Park U.S. Sprint

BANKS

American National Bank Barnett Bank - Normandy Barnett Bank - San Pablo

CHURCHES

Church of Latter Day Saints	Apex	Construction
Liberty Baptist	E.C.	Kenyon
Phillipean Church	M.E.	Elkins
San Pablo Baptist	E.C.	Kenyon
Southside Baptist Church Addition	Fred	M. Cox, Inc.
St. Joseph's Catholic Education Center	E.C.	Kenyon

HOSPITALS

Memorial Medical Center - San JoseCertified BenchmarkMemorial Medical Center - MonumentCertified BenchmarkUniversity Hospital Faculty ClinicPerry-McCall Constr.University Hospital Parking GaragePerry-McCall Constr.University Hospital Learning Resource Cntr.Perry-McCall Constr.Baptist Hospital Outpatient Oncology Cntr.

M & S Construction R.B. Gay Constr.Co. E.C. Kenyon E.C. Kenyon Anchor Electric

E.C. Kenyon E.C. Kenyon E.C. Kenyon

E.C. Kenyon

INDUSTRIAL

Edwards St. Asphalt Plant	Dickerson
Kennedy Gen.Maintenance Facility	R.L. Hardy
Kennedy Gen.Turbine Room	Sauer, Inc.
M.C.I. Marine Elect. Corp.	Kinard/Johnson
Shad Road Asphalt Plant	Atlantic Coast

WAREHOUSES

Jacksonville Golf & Country Club	E.C. Kenyon
Kennedy Gen. Parts Warehouse	J.E.A.
Kight Copy Center	E.C. Kenyon
Wikoff Color Corp.	Dimare
City Electric Warehous	D.B. Kenyon

SIGNALS & PARKING LOT LIGHTING

Bradford County Signals Deerwood Park Signals Orange Park Signals Park Street Viaduct U.N.F. Parking Lot U.N.F. Perimeter Road Downtown Jax Street Loops City of Jax Signal Maintenance Main Street Bridge Rehabilitation

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D.O.T. C.H. Barco Welbro W.R. Fairchild Jensen of Jax Barcorp, Inc. Metric Constructors Jacksonville Wood-Hopkins

Ortega Industrial

Meadors

WATER & SEWAGE STATIONS

City of Brunswick Water Plant City of Kingsland Waste Water Treatment

MUNICIPAL

High Mast Lighting - Blount Island Jensen of Jax Jax Beach Plaza E.C. Kenyon Jax Int.Airport - Primary Loop Barcorp, Inc. Museum of Science and History E.C. Kenyon St. Augustine Municipal Airport Barcorp, Inc. Palatka Airport Expansion Barcorp, Inc. Barcorp, Inc. Metropolitan Park Site Lighting High Mast Lighting Duval Rd/I 95 JTA Craig Airport Signals/Lights Anderson Columbia

SCHOOLS

Greenland Road Elementary SchoolPerry-McCMiddleburg School-Classroom #5Unicon GrOrange Park High School Site Impr.AndersonClay County Infrared Lighting ControlClay Count

Perry-McCall Constr. Unicon Group, Inc. Anderson Columbia Clay County

MAINTENANCE

Ewell Industries Atlantic Coast Asphalt Mandarin Senior High School Duval Asphalt Betz Paperchem Big Tree Racquet Club

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ADDITIONAL INFORMATION

- BONDING: Surety Associates, Inc. 2263 St. Johns Avenue Jacksonville, Fl 322 04 Telephone: (904) 388-5002 Contact Person: Thomas S. Lobrano, III
- INSURANCE: Construction Insurance Corporation 2263 St. Johns Avenue Jacksonville, Fl 32204 Telephone: (904) 388-1988 Contact Person: Jim Buchanan

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BANK: Ist Performance Bank P.O. Box 52385 Jacksonville, Fl 32201-2385 Telephone: (904) 798-5121 Contact Person: Lawrence A. Ratchford THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we JAMES D. HINSON ELECTRICAL CONTRACTING COMPANY, INC., 11609 Columbia Park Drive, West, Jacksonville, FL 32258

as Principal, hereinafter called the Principal, and THE HOME INSURANCE COMPANY 59 Maiden Lane, New York, New York 10038

a corporation duly organized under the laws of the State of NEW HAMPSHIRE as Surety, hereinafter called the Surety, are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the largest amount for which award can be made under the accompanying bid.

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 14th STREET IMPROVEMENTS JASMINE STREET SIGNALS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this	28th	day of	April	19 93	
		JAMES D.	HINSON ELECTRICAL CO	NTRACTING CO., INC	•
James So McCo.	L	\int	(Principal)	(Seal)	
((Witness)) _	lin	my a) vinner	<u>, , , , , , , , , , , , , , , , , , , </u>	
	1		(Title)		
. 0		THE HOME	INSURANCE COMPANY		
Korn Gapp	\bigcirc		(Surety)	(Seal)	
Betty Hall (Witness)	J	ames C. Con	ngelio (Title) Licensed	Attorney-In-Fact Resident Agent	8

AIA DOCUMENT A310 • BID 6OND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

KNOW ALL MEN BY THESE PRESENTS: That THE HOME INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, with Principal Office in the City of Manchester, in the County of Hillsboro, in the State of New Hampshire pursuant to the provisions of its by-laws, which were adopted by the Directors of the said Company on June 21, 1973, to be effective July 1, 1973 to wit:

Article VIII, Section 2 as follows:

The President or any Vice President, acting with any Secretary or Assistant Secretary may appoint by written power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Attorney-in-Fact, and at any time may remove any such Attorney-in-Fact and revoke the power and authority given to him. The signatures of such officers and the seal of the Corporation may be affixed to any such power of attorney or 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 Corporation and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

All bonds and undertakings, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, shall be signed by either the President, any Vice President, or Attorney-in-Fact and shall have the seal of the Corporation affixed thereto. The President and all Vice Presidents shall each have authority to sign such instruments, the Vice Presidents to have such authority whether the President be absent or incapacitated or not, and all Secretaries and Assistant Secretaries shall each have authority to seal and attest such instruments.

does hereby nominate, constitute and appoint

A. B. Lynch, Jr. and James C. Congelio, individually, of Jacksonville, Florida

its true and lawful agent and attorney in fact with authority to make, execute and deliver, for and on its behalf, as surety, and as its act and deed, any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they were duly executed by the regularly elected officers of said Company.

IN WITNESS WHEREOF, THE HOME INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its Secretary, and its corporate seal to be hereto affixed this 23rd

day of October (Corporate Seal)

On this

(Signed)

, 19 92.

Attest

STATE OF NEW YORK, COUNTY OF NEW YORK.

23rd

day of

October

Troward G. Wells, Jr.

Paul J. Fleming

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19⁹², before the subscriber,

a Notary Public of the State of New York, duly commissioned and qualified, came Paul J. Fleming Vice President and Troward G. Wells, Jr.

Secretary.

Secretary of THE HOME INSURANCE COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article VIII, Section 2 of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of New York the day and year first above written.

(Notarial Seal)

agualo Notary Public

JAI/ES A. DIPASQUALE Notary Public, State of NewYork No. 30-4841475 Qualified in Nassau County Certificate Filed In New York County Commission Expires May 31, 1993

H28222D 9/74

MEMORANDUM

TO: JOYCE BRADLEY DEPT: CLERK'S OFFICE

FROM: MICHELE D. HATTON

DATE: JULY 12, 1993

SUBJECT: JAMES D. HINSON CONTRACT

Attached are three (3) original copies of the above contract for the installation of Jasmine & 14th Street signals along with three (3) copies of the Payment Bond and Performance Bond. A Certificate of Insurance is to be forwarded by the insurance carrier, Construction Insurance Corporation.

Please have the contracts executed on behalf of the County and return two (2) copies to our office so that I may forward to Hinson with a Notice to Proceed.

If you have any questions please feel free to contact me.