

Braddock Construction, Inc.

P.O. BOX 51328, JACKSONVILLE BEACH, FLA 32250

PHONE: (904) 247-2302 FAX: (904) 247-2337

LETTER OF TRANSMITTAL

TO:
Nassau County Public Works

| | |
|--|------------------|
| DATE: February 24, 1997 | JOB NUMBER: 7204 |
| ATTENTION: Jack D'Amato | |
| REFERENCE: Nassau County Simmons Road Storm Drain Re | |

GENTLEMEN:

WE ARE SENDING YOU:

ATTACHED

For approval

Approved as submitted

Release for construction

For your use

Approved as noted

Resubmit ___ copies for approval

As requested

Returned for correction

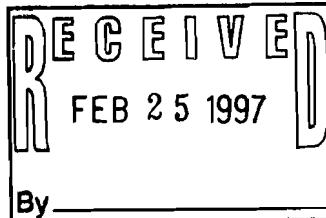
Submit ___ copies for distribution

For review and comment

Return ___ corrected prints

| COPIES | DATE | NUMBER | DESCRIPTION |
|--------|------|--------|--------------------------|
| 1 | | 1 | Signed Notice of Award |
| 3 | | | Signed Form of Agreement |
| 4 | | | Executed Bonds |

REMARKS:



COPY TO:

7204 -1

SIGNED: 

Brad Pinover, Project Engineer

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

*Orig to Braddock
Copy to Jack D'Amato
2/25/97*

NOTICE OF AWARD

TO: Braddock Construction, Inc.
1147 1st Avenue, South Jacksonville Beach, Florida 32250

PROJECT DESCRIPTION: Nassau County Simmons Road Storm Drain Repair

Gentlemen:

The Owner has considered the BID submitted by you for the above described work in response to its Notice of Bids dated November 1996 and Information for Bidders.

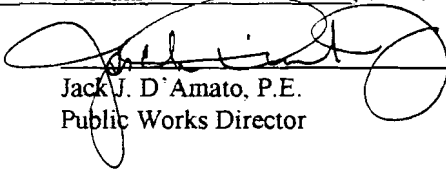
You are hereby notified that your BID has been accepted for items in the amount of \$ 44,400.00.

You are required to execute the Agreement and furnish the required Contractor's Payment and Performance Bond and Certificates of Insurance 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 February, 1997.



Jack J. D'Amato, P.E.
Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Braddock Construction, Inc. on this 20th day of FEB, 1997.

BY: John Braddock

TITLE: President

SIMMONS ROAD STORM DRAIN REPAIR

FORM OF AGREEMENT

THIS AGREEMENT, made this 14th day of February, 1997, as awarded by the Nassau County Commission on the 10th day of February, 1997, by and between the NASSAU COUNTY BOARD OF COMMISSIONERS, hereinafter called "OWNER", and Braddock Construction, Inc., hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project as shown in the attached Proposal within the time frames in the Proposal.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS and will complete the same within the time limits as specified in the PROPOSAL.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply within the terms therein for the amounts as shown on the PROPOSAL.
5. The term CONTRACT DOCUMENTS means and includes the following:

| | |
|-------------------------------|------------------------------------|
| * Notice to Bidders | * Payment Bond |
| * Instructions to Bidders | * Performance Bond |
| * Form of Agreement | * Notice of Award |
| * Public Entities Crime Form | * Proposal |
| * Conflict of Interest Form | * General Conditions |
| * Specifications/Instructions | * Bidders Statement Qualifications |
| * Contract Drawings | |
6. The CONTRACTOR shall invoice the owner upon completion of work.
7. The OWNER, shall, upon review and approval of the work submitted, pay the CONTRACTOR in timely fashion in a total amount not to exceed the amount shown on the PROPOSAL.

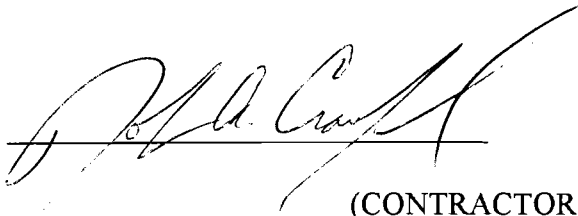
- 8. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. The OWNER reserves the right to cancel this agreement if CONTRACTOR fails to complete the work as specified.

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

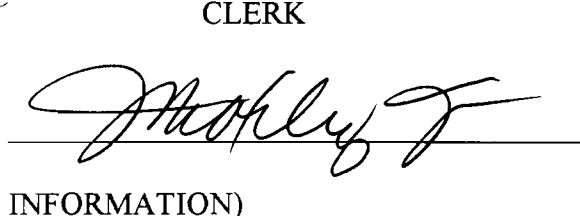
NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. BOX 1010
FERNANDINA BEACH, FL 32034-1010

JOHN CRAWFORD, CHAIRMAN

ATTEST: J.M. "CHIP" OXLEY, JR,
CLERK

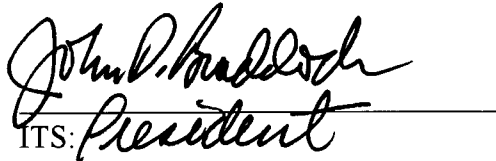


(CONTRACTOR INFORMATION)

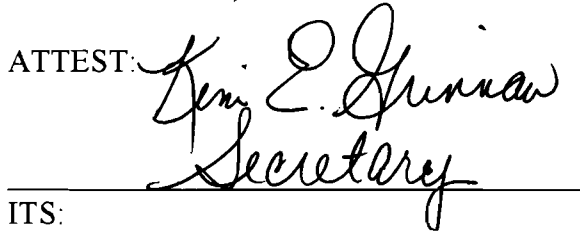


BY:

ATTEST:



ITS: President



ITS: Secretary

APPROVED AS TO FORM:



MICHAEL S. MULLIN
COUNTY ATTORNEY

DATE FEB 10, 1997

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Braddock Construction, Inc.
a Florida corporation, hereinafter called PRINCIPAL,
and United States Fidelity & Guaranty Co. State
of Maryland, hereinafter called SURETY, are held and firmly bound
unto Nassau County, Florida, a Florida corporation,
hereinafter called OWNER, in the penal sum of \$44,400.00 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 14th day of February,
1997, 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 Nassau County Simmons
Road Storm Drain Repair Project with Contract Documents prepared by 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 not 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 20th day of February, 1997.

ATTEST:

Kim E. Grinnan
Principal Secretary

(SEAL)

Charles D. Mier
Witness as to Principal
Charles D. Mier
21831 Metro Ueclan, FL 32082
Address

ATTEST:

Sec Power of Attorney
Surety Secretary

(SEAL)

Janice S. Lomb
Witness as to Surety
6820 St. Augustine Road
Jacksonville, FL 32217
Address

FORM APPROVED:

[Signature]
County Attorney

Braddock Construction, Inc.

PRINCIPAL

BY: *John D. Braddock*
John D. Braddock, President
PO Box 51328
Address Jacksonville Beach, FL
32250

United States Fidelity & Guaranty Co.

SURETY

BY: *David L. Cain*
Attorney-in-Fact
David L. Cain
6820 St. Augustine Road
Address Jacksonville, FL 32217

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.

C:\um\forms\pfirmbond

PAYMENT BOND

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a Florida corporation, hereinafter called PRINCIPAL,
and U.S.F. & G. Co State of Maryland, hereinafter called SURETY, are
held and firmly bound unto Nassau County, Florida, a Florida
corporation, hereinafter called OWNER, in the penal sum of Forty Four Thousand,
Four Hundred and 00/100----- (\$44,400.00) 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 14th day of February,
1997, 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 Nassau County Simmons
Road Storm Drain Repair Project in accordance with plans prepared by 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 Materialman, Etc., Florida Statutes 1981, are by reference
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PROVIDED, FURTHER, that the said Surety, for value received, hereby
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Contractor shall abridge the right of any beneficiary hereunder, whose claim may be
unsatisfied.

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Braddock Construction, Inc.

PRINCIPAL
By: *[Signature]*
John D. Braddock, President

Address
PO Box 51328
Jacksonville Beach, FL 32250

ATTEST:

Principal Secretary
[Signature]

(SEAL)
[Signature]

Witness as to Principal
Charles D. Miron

Address
Box 831 Forts Vicksburg, FL 32082

ATTEST:

United States Fidelity & Guaranty Co.

SURETY
By: *[Signature]*
Attorney-in-Fact

David L. Cain

Address
6820 St. Augustine Road
Jacksonville, FL 32217

(SEAL)

[Signature]

Witness as to Surety

Address
6820 St. Augustine Road
Jacksonville, FL 32217

FORM APPROVED

[Signature]
County Attorney

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

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Contractors

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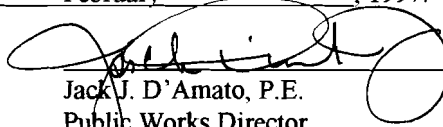
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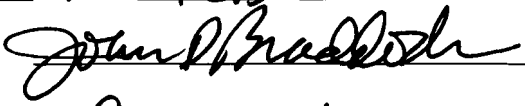
Dated this 14th day of February, 1997.



Jack J. D'Amato, P.E.
Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Braddock Construction, Inc on this 20th day of FEB, 1997.

BY:  _____

TITLE: President _____

SIMMONS ROAD STORM DRAIN REPAIR

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4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply within the terms therein for the amounts as shown on the PROPOSAL.
5. The term CONTRACT DOCUMENTS means and includes the following:
 - * Notice to Bidders
 - * Instructions to Bidders
 - * Form of Agreement
 - * Public Entities Crime Form
 - * Conflict of Interest Form
 - * Specifications/Instructions
 - * Contract Drawings
 - * Payment Bond
 - * Performance Bond
 - * Notice of Award
 - * Proposal
 - * General Conditions
 - * Bidders Statement Qualifications
6. The CONTRACTOR shall invoice the owner upon completion of work.
7. The OWNER, shall, upon review and approval of the work submitted, pay the CONTRACTOR in timely fashion in a total amount not to exceed the amount shown on the PROPOSAL.

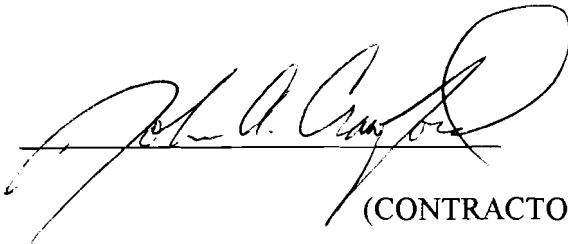
- 8. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. The OWNER reserves the right to cancel this agreement if CONTRACTOR fails to complete the work as specified.

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

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

JOHN CRAWFORD, CHAIRMAN

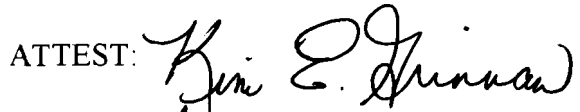
ATTEST: J.M. "CHIP" OXLEY, JR,
CLERK



(CONTRACTOR INFORMATION)



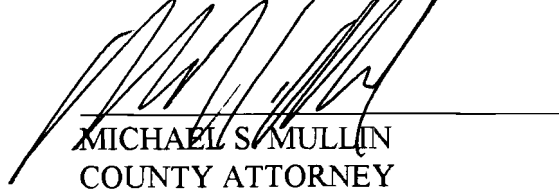
BY: 

ATTEST: 
Secretary

ITS: _____

ITS: 

APPROVED AS TO FORM:



MICHAEL S. MULLIN
COUNTY ATTORNEY

DATE FEB 10, 1997

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

02/20/97

PRODUCER
 COWAN LEAVELL AGENCY
 6820 ST. AUGUSTINE RD
 JACKSONVILLE FL 32217
 904-737-1988

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 BITUMINOUS INSURANCE COMPANY

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
 BRADDOCK CONSTRUCTION INC.
 P.O. BOX 51328
 JACKSONVILLE BEACH FL 32250
 904-247-2302

COVERAGES

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 | GENERAL LIABILITY | CLP 2 268 870 | 06/01/96 | 06/01/97 | 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 |
| | OWNER'S & CONTRACTOR'S PROT | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ABESTOS & POLLUTION EXC | | | | FIRE DAMAGE (Any one fire) \$ 100,000 |
| | | | | | MED EXP (Any one person) \$ 5,000 |
| A | AUTOMOBILE LIABILITY | CAP 1-862-197 | 06/01/96 | 06/01/97 | COMBINED SINGLE LIMIT \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | |
| <input checked="" type="checkbox"/> HIRED AUTOS | BODILY INJURY (Per accident) \$ | | | | |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | PROPERTY DAMAGE \$ | | | | |
| | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: |
| | | | | | EACH ACCIDENT \$ |
| | | | | | AGGREGATE \$ |
| A | EXCESS LIABILITY | CUP 1-783-783 | 06/01/96 | 06/01/97 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> UMBRELLA FORM | | | | AGGREGATE \$ 1,000,000 |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | RETENTION \$ 10,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS OTHER |
| | THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: | <input type="checkbox"/> INCL | | | EL EACH ACCIDENT \$ |
| | | <input type="checkbox"/> EXCL | | | EL DISEASE - POLICY LIMIT \$ |
| | | | | | EL DISEASE - EA EMPLOYEE \$ |
| A | OTHER | CLP 2 268 870 | 06/01/96 | 06/01/97 | ALL-RISK VALUES TO 250,000 |
| | CONTRACTORS EQUIPMENT | | | | DEDUCTIBLE PER ITEM 500 |
| | INLAND MARINE FLOATER | | | | MAX DED PER OCC 1,500 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NASSAU COUNTY SIMMONS ROAD STORM DRAIN REPAIR

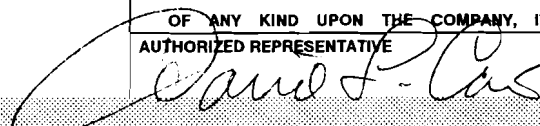
CERTIFICATE HOLDER

NASSAU COUNTY PUBLIC WORKS DEPT.
 2290 STATE ROAD 200
 FERNANDINA BEACH FL 32034-3056

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



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Braddock Construction, Inc.
a Florida corporation, hereinafter called PRINCIPAL,
and United States Fidelity & Guaranty Co. State
of Maryland, hereinafter called SURETY, are held and firmly bound
unto Nassau County, Florida, a Florida corporation,
hereinafter called OWNER, in the penal sum of \$44,400.00 in lawful money of
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IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 20th day of February, 1997.

Braddock Construction, Inc.

BY: John D. Braddock, President

PO Box 51328

Address Jacksonville Beach, FL

32250

PRINCIPAL

[Signature]

ATTEST:

Principal Secretary

[Signature]

(SEAL)

[Signature]

Witness as to Principal

Charles D. Moore

Box 231, Fort Valer, FL 32052

Address

ATTEST:

Surety Secretary

[Signature]

(SEAL)

[Signature]

Witness as to Surety

6820 St. Augustine Road

Jacksonville, FL 32217

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.

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C:\unforms\spmbond

PAYMENT BOND

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Road Storm Drain Repair Project in accordance with plans prepared by Nassau County,

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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 Materialman, Etc., Florida Statutes 1981, are by reference

herewith made a part of the 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 his 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 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

unassisted.

IN WITNESS WHEREOF, this instrument in executed in six (6) counterparts,
each one of which shall be deemed an original, this the 20th day of February
1997.

ATTEST:

Kim E. Grinnard
Principal Secretary

(SEAL)

Charles D. Mick
Witness as to Principal
Address
Box 831 Ponte Vedra Fl 32082

ATTEST:

(SEAL)

Janice S. Lamb
Witness as to Surety
6820 St. Augustine Road
Address
Jacksonville, FL 32217

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.

C:\jgrinnard\pembond

Braddock Construction, Inc.

PRINCIPAL

By: John D. Braddock
John D. Braddock, President
Address
PO Box 51328
Jacksonville Beach, FL 32250

United States Fidelity & Guaranty Co.

SURETY

By: David L. Cain
Attorney-in-Fact
David L. Cain
Address
6820 St. Augustine Road
Jacksonville, FL 32217

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Braddock Construction, Inc.
a Florida corporation, hereinafter called PRINCIPAL,
and United States Fidelity & Guaranty Co. State
of Maryland, hereinafter called SURETY, are held and firmly bound
unto Nassau County, Florida, a Florida corporation,
hereinafter called OWNER, in the penal sum of \$44,400.00 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 14th day of February,
1997, 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 Nassau County Simmons
Road Storm Drain Repair Project with Contract Documents prepared by 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 not 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 20th day of February, 1997.

ATTEST:

Kym E. Ginnaw
Principal Secretary

(SEAL)

Charles D. Mison
Witness as to Principal
6820 St. Augustine Road
Address

ATTEST:

See Power of Attorney
Surety Secretary

(SEAL)

Janice S. Lomb
Witness as to Surety
6820 St. Augustine Road
Jacksonville, FL 32217
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.

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Braddock Construction, Inc.

PRINCIPAL

BY: John D. Braddock
John D. Braddock, President
PO Box 51328
Address Jacksonville Beach, FL
32250

United States Fidelity & Guaranty Co.

SURETY

BY: David L. Cain
Attorney-in-Fact
David L. Cain
6820 St. Augustine Road
Address Jacksonville, FL 32217

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that Braddock Construction, Inc.
a Florida corporation, hereinafter called PRINCIPAL,
and U.S.F. & G. Co State of Maryland, hereinafter called SURETY, are
held and firmly bound unto Nassau County, Florida, a Florida
corporation, hereinafter called OWNER, in the penal sum of Forty Four Thousand,
Four Hundred and 00/100-----(\$44,400.00) 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 14th day of February,
1997, 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 Nassau County Simmons
Road Storm Drain Repair Project in accordance with plans prepared by 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 Materialman, Etc., Florida Statutes 1981, are by reference
herewith made a part of the 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 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 in executed in six (6) counterparts,
each one of which shall be deemed an original, this the 20th day of February
1997.

ATTEST:

Kim E. Grinnaw
Principal Secretary

(SEAL)

Charles D. Mier
Witness as to Principal
Address
Box 831 Route 1649 Jacksonville 32082

ATTEST:

(SEAL)

Jonice S. Lamb
Witness as to Surety
6820 St. Augustine Road
Address
Jacksonville, FL 32217

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.

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Braddock Construction, Inc.

PRINCIPAL

John D. Braddock

By:

John D. Braddock, President

Address

PO Box 51328

Jacksonville Beach, FL 32250

United States Fidelity & Guaranty Co.

SURETY

By:

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Attorney-in-Fact

David L. Cain

Address

6820 St. Augustine Road

Jacksonville, FL 32217