Braddock Construction, Inc.

P.O. BOX 51328, JACKSONVILLE BEACH, FLA 32250 PHONE: (904) 247-2302 FAX: (904) 247-2337

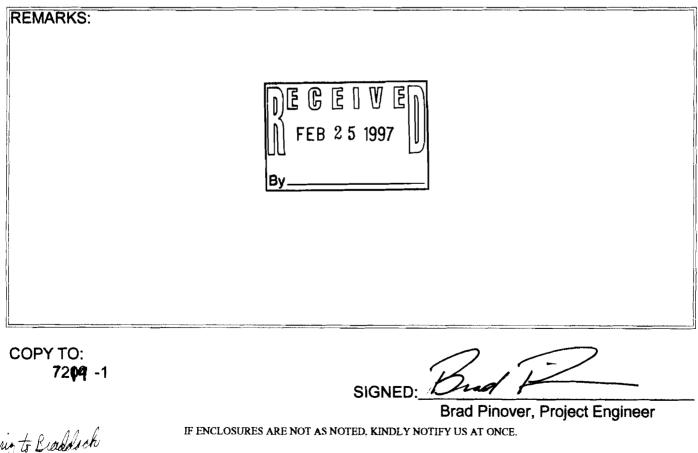
LETTER OF TRANSMITTAL

TO:	DATE: February 24, 1997 JOB NUMBER: 7264				
Nassau County Public Works	ATTENTION: Jack D'Amato				
	REFERENCE: Nassau County Simmons Road Storm Drain R				

GENTLEMEN:

WE ARE	E SENDING		X_ATTACHED	Delege for construction	
For approval		Approved as submitted	Release for construction		
X_For your use			Approved as noted	Resubmitcopies for approval	
X_As requested			Returned for correction	Submitcopies for distribution	
	For review a	ind comment		Returncorrected prints	
			1	DECODIDE CON	
COPIES	DATE	NUMBER		DESCRIPTION	
1		1	Signed Notice of Award		

NONDER	
1	Signed Notice of Award
	Signed Form of Agreement
	Executed Bonds
	1



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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:

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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	<u>14th</u>	day of	February		<u>, 199</u> 7.		
			Oul	-int	$ \ge $		_
			Jack J. D'A	Amato, P.E.			
			Public Wor	rks Director	\bigcirc		
			ACCEPTANCE				
				R	1/1	\wedge . 1.	Tir
Receipt of the	above Noti	ice of Award i	s hereby acknow	ledged by	ADONA	Construction	on this
ànt	day of	FEP	s hereby acknow	J			
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BY:	\bigcirc	unV/2	wall	\sim			
	\mathcal{T}						
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TITLE:	<u> </u>	Canto a	<u>wq</u> _				

e:Um/notcawrd.brad

SIMMONS ROAD STORM DRAIN REPAIR

FORM OF AGREEMENT

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

WITHESSETH: 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
 - * 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 CONTRCTOR 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 J.M. "CHIP" OXLEY, JR, ATTEST: CLERK (CONTRACTOR INFORMATION)

BY:

ATTEST ITS:

ED

10.1997

APPROVED AS TO FORM AULLIN

COUNTY ATTORNEY

DATE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Braddock Construction, Inc. Florida corporation, hereinafter called PRINCIPAL. a United States Fidelity & Guaranty Co. and State Maryland , hereinafter called SURETY, are held and firmly bound of Florida unto Nassau County, Florida, a 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 <u>14th</u> day of <u>February</u> 19<u>97</u>, 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 <u>Nassau</u> County Simmons <u>Road</u> 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 tot he 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:

Principal Secretary

(SEAL)

Witness as to Principal Churles D-Mier Ber 831 Prite Volay, fl 32082 Address

ATTEST:

Secretar

(SBAL)

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

Address

FORM Sounty Attorney

Braddock Construction, Inc.

PRINCIPAL

John <u>D. Braddock, Presiden</u>t PO Box 51328

Address Jacksonville Beach, FL 32250

United States Fidelity & Guaranty Co.

SURETY BY:

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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that <u>Braddock Construction</u>, Inc. <u>Florida</u> corporation, hereinafter called PRINCIPAL, and U.S.F.& G. Co State of <u>Maryland</u>, hereinafter called SURETY, are held and firmly bound unto Nassau County, Florida, a <u>Florida</u> 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 curselves, 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 <u>14th</u> day of <u>February</u> 19<u>97</u>, 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 <u>Nassau County Simmons</u> Road <u>Storm Drain Repair</u> Project in accordance with plans prepared by <u>Nassau County</u>, 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, FUTRTHER, 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.

KORAAAAAAAAA Jacksonville, FL 32217 bsof St. Augustine Road WHILE OF 25 BOUNDER Tornin Jacksonville, FL 32217 bsog eniteupua .t2 0588 (ZEVT) nib) J DIVED Automey-in-Fact By: m **ZNAKE TZETTA** .o) vinered & vilabil setete beinU 25025 77 15872 C 23/202 No. A Withess as to Principal Jacksonville Beach, FL 32250 (TYES) 0 Box 51328 Principal Secretary Tresident Braddock. ' (l' uj PRINCIPAL TRATTA Braddock Construction, Inc. IN WITNESS WHEREOF, this instrument in executed in six (6) counterparts, each one of which shall be deemed an original, this the 2000 dey of February.

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 (Choular No. 570 as smended) and be authorized to transact business in the State of Florida.

County Afformey

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:

3

The Owner has considered the BID submitted by you for the above described work in response to its Notice of Bids dated <u>November 1996</u> 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	14 th	_ day of	February		<u>, 19</u> 97.		
			Coll	tist	\rightarrow		
			Jack J. D'Ama				
			Public Works	Director	\bigcirc		
			ACCEPTANCE OF	NOTICE			
			is hereby acknowled	B	d.	\bigcap , i	Tic
Receipt of the	above Noti	ce of Award	is hereby acknowled	ged by <u>M</u>	1000ch	Construction o	n this
2011	day of	FEF	5 , 1997.		-	•	
BY:		mpf	nador				
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TITLE:	P	Unille	ul		· • • · · ·		

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SIMMONS ROAD STORM DRAIN REPAIR

FORM OF AGREEMENT

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

WITHESSETH: 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
 - * 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 CONTRCTOR 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)

ATTEST

B10 199'

ITS:

APPROVED AS TO FORM:

COUNTY ATTORNEY

DATE

PRODUCER COWAN LEAVELL AGENCY 6820 ST. AUGUSTINE RD			ITY INSURANCE 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				
	0017	ALTER TH	E COVERAGE	AFFORDED BY THE P	OLÍCIE	S BELOW	
JACKSONVILLE FL 3 904-737-1988	32217		COMPANIES	SAFFORDING COVERA	GE		
9 04-737-1988		COMPANY A BITU	AINOUS INSURANC	E COMPANY			
SURED		COMPANY					
BRADDOCK CONSTRUCT P.O. BOX 51328	FION INC.	B					
JACKSONVILLE BEAC 904–247–2302	H FL 32250	COMPANY C					
		COMPANY					
OVERAGES		D					
THIS IS TO CERTIFY THAT THE POI INDICATED, NOTWITHSTANDING A CERTIFICATE MAY BE ISSUED OR EXCLUSIONS AND CONDITIONS OF	NY REQUIREMENT, TERM OR CO MAY PERTAIN, THE INSURANCE SUCH POLICIES. LIMITS SHOWN	NDITION OF ANY CONTR AFFORDED BY THE POI MAY HAVE BEEN REDU	ACT OR OTHER D	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO IMS	T TO WH ALL TH	ICH THIS	
D TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)		rs 		
GENERAL LIABILITY				GENERAL AGGREGATE	\$	2,000,00	
X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$	2,000,0	
	CLP 2 268 870	06/01/96	06/01/97	PERSONAL & ADV INJURY	\$	1,000,0	
OWNER'S & CONTRACTOR'S PROT X ABESTOS & POLLUTION EXC				EACH OCCURRENCE	\$ \$	1,000,0 100,0	
A ADESTOS & FOLLOFION EAC				MED EXP (Any one person)	\$	5,0	
AUTOMOBILE LIABILITY X ANY AUTO				COMBINED SINGLE LIMIT	\$	1,000,0	
ALL OWNED AUTOS			06/01/97	BODILY INJURY (Per person)	s		
X HIRED AUTOS X NON-OWNED AUTOS	CAP 1-862-197	06/01/96		BODILY INJURY (Per accident)	\$		
				PROPERTY DAMAGE	\$		
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
ANY AUTO				OTHER THAN AUTO ONLY:			
				EACH ACCIDENT			
EXCESS LIABILITY				AGGREGATE EACH OCCURRENCE	\$	1,000,0	
	CUP 1-783-783	06/01/96	06/01/97	AGGREGATE	\$	1,000,0	
OTHER THAN UMBRELLA FORM				RETENTION	\$	10,0	
WORKERS COMPENSATION AND				WC STATU- TORY LIMITS ER			
EMPLOYERS' LIABILITY				EL EACH ACCIDENT	\$		
THE PROPRIETOR/ PARTNERS/EXECUTIVE				EL DISEASE - POLICY LIMIT	\$	-	
OFFICERS ARE: EXCL				EL DISEASE - EA EMPLOYEE	\$		
CONTRACTORS EQUIPMENT INLAND MARINE FLOATER	CLP 2 268 870	06/01/96	06/01/97	ALL-RISK VALUES TO DEDUCTIBLE PER ITEM		250,00 50	
		!		MAX DED PER OCC		1,50	
NASSAU COUNTY SIMMONS ROAD S	IUKM UKAIN KEPAIK						
ERTIFICATE HOLDER		CANCELLAT	ON	<u> </u>			
NASSAU COUNTY PUBL	IC WORKS DEPT.	SHOULD ANY	OF THE ABOVE DE	SCRIBED POLICIES BE CANC	ELLED BI	efore the	
2290 STATE ROAD 20		EXPIRATION	DATE THEREOF, TH	E ISSUING COMPANY WILL	ENDEAVO	R TO MAIL	
FERNANDINA BEACH	FL 32034-3056	<u>30</u> DAYS	WRITTEN NOTICE TO	THE CERTIFICATE HOLDER	iamed to	THE LEFT,	
		BUT FAILURE	TO MAIL SUCH NOT	ICE SHALL IMPOSE NO OBLIC	ATION O	r Liability	
		OF ANY KI		OMPANY, ITS AGENTS OR	REPRES	ENTATIVES.	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Braddock Construction, Inc. Florida corporation, hereinafter called PRINCIPAL. a United States Fidelity & Guaranty Co. and State Maryland , hereinafter called SURETY, are held and firmly bound of Florida unto Nassau County, Florida, a 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 <u>14th</u> day of <u>February</u> 19<u>97</u>, 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 <u>Nassau County Simmons</u> <u>Road Storm Drain Repair</u> 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 tot he 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.

each one of which shall be deemed an original, this the 20th day of February [997.]

TEFLET .od vinered & vilebil seters beinU :TESTTA **Address** ₹**(**) ישמפו Principal VI 26 22 22 22 10 32250 (SEAL) Address Jacksonville Beach, FL NO BOX 51328 Principal Secretary Braddock, President α **BRINCIPAL** :TESTTA Braddock Construction, Inc.

Address Jacksonville, FL 32217

6820 St. Augustine Road

Attorney-in-Fact

David L. Cain

BX.

Surety Secret

Vitness as to Surety (TYEST)

Jacksonville, FL 32217 6820 St. Augustine Road

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FORM APPROVED:

County Attomey

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.

BYYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that Braddock Construction, Inc.

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 functions all labor, material, and equipment for accomplianing the construction of the <u>Nassau County</u> Standard Storm Drain Repaired in accordance with plans prepared by Massau County, Fronda. Founds, and equipment for accomplianing the construction of the <u>Nassau County</u> Standards.

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, hubricants, oil, gasoline, the construction of the work, provided for in such contract, and any authorized extension with performed in such work, whether by Subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect. With regard to Florida work, the conditions being more fully set out in Chapter 255, Bond of Contractor Constructing Public Buildings; Action by Materialmen, Etc., Florida Statutes 1981, are by reflerance therwish made a part of the Bond.

PROVIDED, FUTRIHER, that the said Surety, for value received, hereby stipulates and sgrees that no change, extension of time, alteration or addition tot he terms of the Coninget or to the work to be performed hereunder or the Contract Documents neccompanying 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 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 hercunder, 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 19.97.

ATTEST:

Principal Secretary

(SEAL) 10

Witness as to Principal harles D. Mier 2082

ATTEST:

(SEAL) Janice S. Lamb

Winces 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. C. Martine Venternal

Braddock Construction, Inc.

PRINCIPAL D. Braddock President

PO Box 51328 Jacksonville Beach, FL 32250

United States Fidelity & Guaranty Co.

SURETY By; Attomey-in-Fact

<u>David L. Cain</u>

Address 6820 St. Augustine Road Jacksonville, FL 32217



1 2 E+C.



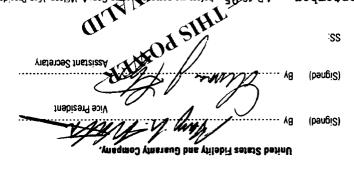
167601 ON

Eugene Davis Cowan, Jr. and David L. Cain Marking its principal office at the City of Baltimore, in the State of Marking does hereby constitute and appoint ML2LASL Leavell Leavell Know all men by these presents: That United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of

one is anote above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the of the City of Jacksonville its true and lawful Attomet/shin-fact, each in their separate capacity if more than sbiroli lostac.

In Witness Whereof, the said United States Fidelity and Guaranty Company, has caused this instrument to be seeled with its corporate seel, duly attested by bonds and undertaking required or permitted in any actions or proceedings allowed by law. nature thereof on behalf of the Company in its business of quantanteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing

the signatures of its Vice President and Assistant Secretary, this $1 \pm L$ day of September• 2 9 ef .0.A ,





(brisigree for the state of th

This Power of Attorney is granted under and the following Resolutions adopted by the Board of Directors of the United States Fidelity and States f AB ADDIS

said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney/s/in-fact pursuant to a Power of Attorney issued in accordance with Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to Guaranty Company on September 24, 1992:

Pesolved. That Attorney(si-to-fact shell have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached. any such Power of Attorney or certificate bearing such recrimite signature or facarinite seal shall be valid and binding upon the Company and any such power so executed and and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein. ises of the Company be stifted by factoring to any Power of thermorey or to any certificate relating thereto appointing pritories and the Company best or the company of the Company best of the Company Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the or the President, or an Executive Vice President, or a Serior Vice President, or a Vice President or an existant Vice President, jointly with the Secretary or an existant these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman.

. VneqmoD and to vieterced to by the Secretary of the Company. writings obligatory in the name thereot, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Power of the Company issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other

from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and thest hesolutions are in full force and effect. I. Thomas J. Fitzgerald, an Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing are true excerpts

I, the undersigned Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing Power of Attorney is in full

Assistant Secretary

torce and effect and has not been revoked.

In Testimony Whereof. I have hereunto set my hand and the seal of the United States Fidelity and Guaranty Company.

(S6-S)E SJ

PERFORMANCE BOND

	KNOW ALL MEN BY	THESE PRESENTS, that Braddock Construction,	
`a	Florida	corporation, hereinafter called PRINCIPAI	L,
and _	United States	Fidelity & Guaranty Co. Sta	te
		, hereinafter called SURETY, are held and firmly boun	ıd
unto l	Nassau County, Florida, a	a Florida corporation	n,
herein	after called OWNER, in	the penal sum of <u>\$44,400.00</u> in lawful money of	of
oursel	· · · · ·	yment of which sum well and truly to be made, we bin , administrators, and successors jointly, severally, and firm	

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the <u>14th</u> day of <u>February</u>, 19<u>97</u>, 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 <u>Nassau County Simmons</u> 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:

٠,

Principal Secretary

(SEAL)

Witness as to Principal 44 R/as D.M.e Bat 831 Address

ATTEST:

ousor of HHOWA Surety Secretary

(SEAL)

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. C:Um/forms/pfrmbond

Braddock Construction, Inc. PRINCIPAL

John D. Braddock, President

PO Box 51328 Address Jacksonville Beach, FL

32250

United States Fidelity & Guaranty Co.

SURETX BY:

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

PAYMENT BOND

KNOW ALL MEN BY THBSE PRESENTS, that <u>Braddock Construction</u>, Inc. <u>Florida</u> corporation, hereinafter called PRINCIPAL, and U.S.F.& G. Co State of <u>Maryland</u>, hereinafter called SURETY, are held and firmly bound unto Nassau County, Florida, a <u>Florida</u> corporation, hereinafter called OWNER, in the penal sum of <u>Forty Four Thousand</u>, 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 curselves, 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 <u>14th</u> day of <u>February</u>. 19<u>97</u>, 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 <u>Nassau County Simmons</u> Road <u>Storm Drain Repair</u> Project in accordance with plans prepared by <u>Nassau County</u>, 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, FUTRTHER, 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 hercunder, 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 19.97.

ATTEST:

Principal Secretary

(SEAL) Witness as to Principal nal دما 2056

ATTEST:

(SEAL)		
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- HURICE	X). /	ma

Winces as to Surety 6820 St. Augustine Road Addres 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. Jastonna yunsternal

Braddock Construction, Inc.

Joh	nn D	. Brade	dock,	Pres	ident
Add P0		51328			
Jac	cksoi	nville	Beach	ι. FL	32250

United States Fidelity & Guaranty Co.

SURETY By; Attomey-in-Fact

David L. Cain

Address 6820 St. Augustine Road Jacksonville, FL 32217