

OCT 1 1998

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NASSAU COUNTY COMMISSION OFFICIAL RECORDS

C.R. 108  
C. R. 121 TO U. S. No. 1 in CALLAHAN  
Bid No. CP NC001-98  
Nassau County, Fernandina Beach, Florida

CONTRACT

This Contract, made this 31st day of August, 1998, between Nassau County, hereinafter called the County and J.B.Coxwell - of Contracting, Inc his, its or their successors, executors, administrators and permitted assigns, hereinafter called the Contractor;

WITNESSETH:

WHEREAS, the County desires to make improvements to C. R. 108 and

WHEREAS, the County has requested and obtained Bids for the performance of work for Bid No. NC001-98, and

WHEREAS, the Contractor is the selected responsible bidder for such work; and

WHEREAS, the County desires to engage Contractor to render its services as hereinafter set forth; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the services to be performed and the compensation to be paid for such services, and desire to set forth their understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I: Engagement of Contractor

The County hereby engages Contractor and Contractor hereby accepts such engagement for the purpose of providing to the County, at Contractor's own proper cost and expense, completion of all the work, including furnishing all the materials, equipment, supplies and labor necessary therefore, and in the manner and to the full extent set forth therein, described in the following (which are incorporated herein by this reference):

AR 28.50

## OFFICIAL RECORDS

- a. General Provisions, Special Provisions, Bid and Plans for construction of the C. R. 108, from C R 121 to U. S. No 1 in Callahan, Bid No. NC001-98 and any addenda thereto.
- b. Florida Department of Transportation "Standard Specifications for Road and Bridge Construction," 1991 Edition, and all subsequent revisions, all of which are incorporated herein by this reference and which are more fully identified in 1-10a, entitled "Contract Documents" in the Special Provisions. All of the above being collectively referred to as defined in 1-10a, as the "Contract Documents".
- c. Contractor's Bid and Plans.
- d. Should there be a conflict in the above documents, the order of precedence is as set forth in Paragraph 5.2 of the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction," 1991 Edition.

**ARTICLE II: Review by County**

Contractor agrees that its services herein shall be performed to the satisfaction of the duly authorized representatives of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Contract.

**ARTICLE III: Completion Date**

The services to be performed hereunder shall commence within 10 days of the issuance of the Notice to Proceed (NTP) and shall be completed, notwithstanding any reference in the specifications to the contrary, within 378 calendar days of the date of the NTP.

**ARTICLE IV: Compensation**

In consideration of the premises, the County hereby agrees to pay to Contractor \$3,628,948.94, as sole compensation for the performance of this Contract, with payments for the actual quantity of authorized work performed to be made as provided in the Specifications at the prices for the Scheduled Items in Contractor's Bid.

**ARTICLE V: Applicable State Law**

The rights, obligations and remedies of the parties as specified under this Contract shall be interpreted and governed in all respects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

**ARTICLE VI: Venue and Personal Jurisdiction; Waiver of Jury Trial**

Any suit, action or other legal proceeding arising out of or relating to this Contract shall be brought in the courts of record of the State of Florida in Nassau County, or in the courts of the United States (Middle District of Florida, Jacksonville Division). The County and the Contractor hereby waive any objection each may have to personal jurisdiction and to the laying of venue in any such courts.

The County and the Contractor agree that any suit, action or other legal proceeding arising hereunder shall be before a judge as the trier-of-fact, and each hereby intentionally, voluntarily and knowingly waives any right it may have to a trial by jury.

**ARTICLE VII: Nonwaiver**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein or by law, the County's payment for the services or any part or combination hereunder, or any purported oral modification or rescission of this Contract by an employee or agent of either party shall not release either party of any of its obligations under this Contract, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Contract or by law, and shall not operate as a waiver of any of the provisions hereof.

**ARTICLE VIII: Permits, Licenses & Taxes**

Contractor shall provide all necessary licenses and permits and shall be responsible for complying with all local ordinances and all applicable state and federal regulations and laws.

**ARTICLE IX : Compliance with Applicable Laws and Regulations**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations as the same exists and as they may be amended from time to time, including but not limited to the Public Records Law, Chapter 119, Florida Statutes.

**ARTICLE X: Public Entity Crimes**

The County reserves the right to terminate this Contract effective immediately upon written notice in the event the Contractor or any affiliate is placed on the convicted vendor list maintained by the Florida Department of General Services pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133 (1)(a), Florida Statutes. Contractor shall advise the County promptly after conviction of any "public entity

crime" as defined in Section 287.133 (1)(g), Florida Statutes, applicable to Contractor or any affiliate.

#### **ARTICLE XI: Indemnity & Save Harmless**

For Ten (10) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, by executing the Contract the Contractor shall indemnify, defend and save harmless, the County the Engineer and their respective officers, agents and employees, against any claims or liability arising from or based on the violation of any laws, by-laws, ordinances, regulations, orders or decrees; whether by himself, his employees, his Subcontractors or his Subcontractors' employees. Contractor's obligation to indemnify, defend and save harmless the County and the Engineer and their respective officers, agents and employees shall also apply to claims or liability arising out of allegations of negligence or other wrongdoing of the indemnitee, except that the Contractor's obligation to indemnify, defend and save harmless an indemnitee for damages caused in whole, or in part by an indemnitee shall be limited to \$2,000,000.

Contractor's obligation to indemnify, defend and save harmless the Engineer and their respective officers, agents and employees shall not apply to the liability, cost or expense of the Engineer or their officers, agents and employees arising out of

- (1) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
- (2) the giving of or the failure of to give directions or instructions by the Engineer or their officers, agents or employees, provided such giving or failure to give is the primary cause of the liability, cost or expense.

#### **ARTICLE XII: Contract Work Hours and Safety Standards Act**

The wages of every laborer and mechanic employed by the Contractor or any Subcontractor in the performance of work under this Contract shall be computed on the basis of a standard work week of 40 hours. For each work-week in which any such laborer or mechanic is so employed, such wages shall include compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work-week. Contractor shall otherwise comply with, and shall require all Subcontractors hereunder to comply with the Contract Work Hours and Safety Standards Act 40 U.S.C. & 327ff and regulations enacted thereunder.

**ARTICLE XIII: Access to Records**

The County or any of its authorized agents of the foregoing, shall, for purposes of audit and examination, be granted access to any books, documents, papers and records of Contractor or any Subcontractor hereunder that are pertinent to operations or activities under this Contract or any subcontract hereunder. Contractor shall maintain, and shall require all Subcontractors hereunder to maintain, these records for not less than three years following completion of this Contract.

**ARTICLE XIV: Compliance by Subcontractors**

Contractor shall include provisions in all subcontracts entered into pursuant to this Contract to enforce the provisions of this Contract with respect to all Subcontractors who perform work in connection with this Contract and shall require all Subcontractors to do the same with respect to their own Subcontractors.

**ARTICLE XV: Mediation**

The parties agree that in the event of any dispute arising out of this Contract, the Contractor shall meet with the Director of Public Works and the County Coordinator in an effort to resolve any dispute. Both parties shall use their best efforts to resolve any disputes at said meeting. Prior to filing any suit, action or other legal proceeding, the parties shall submit their dispute to mediation, as defined in Section 44.301(1), Florida Statutes. The mediation shall be conducted as if it were a court-ordered mediation under Section 44.302, Florida Statutes, in an action filed in courts of record in the State of Florida, in Nassau County. Mediators shall be chosen from a Supreme Court list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by The Contractor. The Contractor recognizes, however, that the county cannot have members present with the power to bind the County but that it shall send a representative to report and make a recommendation to the County Commission.

**ARTICLE XVI: Contract Work**

All work to be performed under the Contract Documents is to be at Contractor's expense unless stated herein to the contrary.

OFFICIAL RECORDS

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Nassau County Commission

Attest: [Signature]  
J. M. Oxley, Jr.  
Ex-Officio Clerk

By: [Signature]  
Title: Chairman  
Chris Kirkland

By: [Signature] (Seal)  
Title: Wayne Williford, Vice President

Attest: [Signature] (Seal)  
Title: Johnna K. Hagan, Secretary/Treasurer

(Affix Contractor's  
Corporate Seal)

Approved as to Form:  
[Signature]  
Nassau County Legal Counsel  
Michael S. Mullin

I certify that the expenditure contemplated by the foregoing Contract has been duly authorized, and the provision has been made for the payment of the monies hereto to be paid.

By: [Signature]  
Title: County Clerk  
Nassau County 9823729  
J. M. Oxley, Jr.

98 OCT -1 AM 9:31

[Signature]

OCT 1 1998

C. R. 108

OFFICIAL RECORDS

**CR 121 TO U. S No 1 CALLAHAN  
Bid No. NC001-98**

**PAYMENT AND PERFORMANCE BOND**

J.B. Coxwell Contracting, Inc. (the "Principal" or the "Contractor"), a corporation organized under the laws of the State of \_\_\_\_\_, the principal business address of which is <sup>6741 Lloyd Road West</sup> Jacksonville, Fl. 32254, and Natl Fire Insurance Co of Hartford (the "Surety"), a corporation organized under the laws of the State of Connecticut and authorized to do business in the State of Florida as a surety, the principal business address of which is CNA Plaza, Chicago, Illinois 60685, jointly and severally bind themselves, their heirs, executors, administrators, successors and permitted assigns, to the NASSAU COUNTY COMMISSION (the "COUNTY"), the principal business address of which is 191 Nassau Place, Yulee, Florida, 32097, in the amount of \$3,628,948.94 (this sum shall be at least equal to the amount of the Contract), on the terms and conditions set forth below.

WHEREAS, the Contractor has entered into a Contract with the County dated July 13, 1998 for the construction of C. R. 108 from C. R. 121 to U. S. No 1 in Callahan Nassau County, Florida, Bid No. 001-98 which contract, including all documents such as specifications, special provisions, proposal, plans and specifications forming a part thereof (the foregoing, as they may be amended from time to time, are referred to collectively as the "Contract") is by reference incorporated herein;

WHEREAS, Section 255.05, Florida Statutes, requires that the Contractor enter into a payment and performance bond;

WHEREAS, the County as one of the conditions of the Contract has required an expanded performance bond in addition to that required by such statute;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Principal and the Surety bind themselves as set forth herein.

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**1. PAYMENT BOND**

- 1.1 The Principal and the Surety agree to promptly make payments to all claimants (the "Claimants"), as defined in Section 255.05, Florida Statutes, as it may be amended from time to time (the "Statute"), whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract, whether such claims derive from furnishing labor, materials or supplies used in connection therewith.
- 1.2 Claimants shall comply with the applicable notice provisions of the Statute in order to be entitled to recover under this Bond.
- 1.3 No action shall be instituted by any Claimant under Section 1 of this Bond after one year from the performance of the labor or completion of delivery of the materials or supplies for which payment is sought, provided, however, that if the time limitation provisions of the Statute, as it may be amended from time to time, shall be different, such limitations shall control.
- 1.4 The parties intend that Section 1 of this Bond shall be construed as a statutory bond executed pursuant to the Statute, and not as a common law bond. Any provision in this Bond conflicting with such Statute shall be deemed deleted from this Bond and provisions conforming to the requirements of such Statute shall be deemed incorporated herein.

**2. PERFORMANCE BOND**

- 2.1 The Principal and the Surety bind themselves to perform the Contract at the times and in the manner set forth therein, including the warranties against defects in workmanship and materials set forth in the Contract and any such other warranties as are deemed by law.
- 2.2 In the event of any default by the Principal under the Contract, the Surety is liable, to the limit of the amount of this Bond, without duplication, for:
  - (a) The responsibilities of the Principal to complete the Contract and to correct defects in workmanship or materials, including latent defects; and
  - (b) Damages caused by the Principal's default under the Contract or the negligence or wrongdoing of the Principal, its agents or employees, including, but not limited to, errors in plans or specifications furnished by



the Principal, which damages shall include, but not be limited to, attorneys fees and costs, engineering, and delay costs resulting from any such default, negligence or wrongdoing.

- 2.3 The Surety agrees to indemnify, defend and hold harmless the County from all costs incident to ascertaining and collecting losses under Section 2 of this Bond, including legal fees and expenses of the County, whether incurred before or at trial, in settlement negotiations, on appeal or in insolvency proceedings, together with court costs.
- 2.4 No action shall be instituted by the County against the Principal or the Surety under this Bond after two (2) years from the date on which final payment under the Contract falls due.
- 2.5 The parties intend that Section 2 of this Bond shall be construed as a common law bond and not as a statutory bond.

### **3. GENERAL PROVISIONS**

- 3.1 The Surety hereby waives notice of any changes to the Contract or any subcontract, purchase order or any other obligation relating to the Contract, including, but not limited to, any extension of time for performance.
- 3.2 The Contractor and the Surety, and their respective heirs, executors, administrators, successors and permitted assigns, shall be jointly and severally liable for all obligations under this Bond.
- 3.3 This Bond shall be recorded in the public records of Nassau County, Florida.
- 3.4 This Bond shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

Signed and sealed this 13th day of July, 19 98.

J.B. COXWELL CONTRACTING, INC.

(Affix Contractor's  
Corporate Seal)

By: [Signature]

Name: M. K. Kirwan, P.E.

Title: Executive Vice President

"Contractor"

National Fire Insurance Company of Hartford

(Affix Surety's  
Corporate Seal)

By: [Signature]

Name: Renee Ellis

Title: Attorney in Fact

"Surety"

COUNTERSIGNED•

BY [Signature]  
RESIDENT AGENT

NOTE: Power-of-Attorney showing County of Surety's Agent or Attorney-in-Fact must be attached.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of July, 19 98, by M.K. KIRWAN, P.E., the EXECUTIVE VP of J.B. COXWELL CONTRACTING, INC. FLORIDA corporation, on behalf of the corporation.

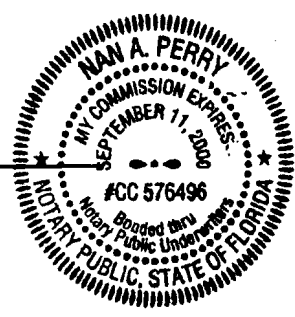
[Signature]

Notary Public, State of Florida

at Large

(personally known)

My commission expires: 9/11/00



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT OFFICIAL RECORDS

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint Ronald A. Forester, Joseph M. Walker, Jr., Thomas J. Gentile, Walter C. Dowdy, Paul B. Scott, Jr., Douglas K. Aman, Jane Huddleston, Renee Ellis, Individually, of Montgomery, Alabama Charles E. Carper, IV, Barbara Sue Garren, Individually, of Birmingham, Alabama

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 18th day of March, 1998



CONTINENTAL CASUALTY COMPANY NATIONAL FIRE INSURANCE COMPANY OF HARTFORD AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion Group Vice President

State of Illinois, County of Will, ss:

On this 18th day of March, 1998, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



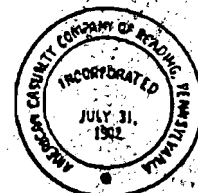
Eileen T. Pachuta

My Commission Expires June 5, 2000

Eileen T. Pachuta Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 13th day of July, 1998



CONTINENTAL CASUALTY COMPANY NATIONAL FIRE INSURANCE COMPANY OF HARTFORD AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

BK 0850 PG 1603

OFFICIAL RECORDS

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

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ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

PROJECT: CR 108 Callahan

CR 121 to US 1

DATE: December 14, 1998

\_\_\_\_\_

CONTRACT NUMBER: NC001-98

TO CONTRACTOR: J.B. Coxwell Contracting, Inc.

Original Contract Sum.....	\$	<u>3,517,143.00</u>
Net Change by Previous Supplemental Agreement.....	\$	<u>0</u>
Net Change by Previous Change Order.....	\$	<u>0</u>
Contract Sum Prior to This Change Agreement.....	\$	<u>3,517,143.00</u>
Amount of This Agreement (Add/Deduct).....	\$	<u><del>192,829.56</del> 174,375.06</u>
New Contract Sum Including this Agreement.....	\$	<u><del>3,709,972.56</del> 3,691,518.06</u>

*(Handwritten initials)*

APPROVED BY: *(Signature)*  
Jack J. D'Amato, P.E., Public Works Dir.

DATE: 12-14-98

APPROVED BY: *(Signature)*  
Michael Mullin, County Attorney

DATE: 12-15-98

APPROVED BY: *(Signature)*  
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 12.15.98

APPROVED BY: *(Signature)*  
Pete Cooper, Chairman

DATE: 12.15.98

**SUPPLEMENTAL AGREEMENT**

Project No. NC001-98  
Project Name CR 108 Callahan - CR 121 to US 1

This agreement entered into this day of 7<sup>th</sup> December 1998 by and between Nassau County, and J.B. Coxwell Contracting, Inc. "Contractor", and National Fire Insurance Company of Hartford "Surety", the same being supplementary to Contract No. NC001-98 by and between the parties aforesaid, dated August 31, 1998 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

(1) Delete stabilization (2) Change base group 1 to base group 2 and change material from limerock to ABC-3 (3) Change base group 7 to base group 8 and change material from limerock to ABC-3 (4) Reduce contract time by 30 days.

**Reason:**

(1) To change the relationship of subgrade to water table and (2) Provide an impervious base and thus lessen the structural impact of any water present (3) Preserve the existing base and reduce the potential drop off at the edge of pavement.

Revised plan sheet No. N/A

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC001-98, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time This Agreement: 0 Days

Net Change in Contract Amount This Agreement:  
Increase \$ 875,625.08

Decrease \$ 701,250.02

Executed By:

[Signature] 12-9-98  
Public Works Director Date

[Signature] 12-7-98  
Construction Engineer Inspector Date

J.B. Coxwell Contracting, Inc.  
Contractor

By [Signature]  
Title Wayne Williford VP Date 12/3/98

ATTEST [Signature]  
Title Johnna K. Hagan, Sec. Date 12/3/98

National Fire Insurance Company of Hartford

Surety [Signature] Date

Renee Ellis, Attorney in Fact 12/1/98

Title \_\_\_\_\_ Date \_\_\_\_\_

COUNTERSIGNED

BY [Signature]  
RESIDENT AGENT

**PAY ITEMS DELETED**

<u>Pay</u> <u>Item No.</u>	<u>Item</u> <u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Type</u>	<u>Unit</u> <u>Cost</u>	<u>Total Cost/</u> <u>Pay Item</u>
160-4	Stabilization Type B	116,342	SY	\$0.55	\$ 63,988.10
285-701	Optional Base Group 1 (Shoulders)	63,618	SY	\$4.69	\$298,368.42
285-707	Optional Base Group 7 (Mix in place widening)	41,078	SY	\$10.44	\$338,893.50
<b>Total</b>					<b>&lt;\$701,250.02&gt;</b>

**PAY ITEMS ADDED**

<u>Pay</u> <u>Item No.</u>	<u>Item</u> <u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Type</u>	<u>Unit</u> <u>Cost</u>	<u>Total Cost/</u> <u>Pay Item</u>
285-702-047	Base Group 2 (4" ABC-3) Shoulders	13,996	TN	\$33.14	\$463,827.44
285-708-287	Base Group 8 (5 1/2" ABC-3)	12,426	TN	\$33.14	\$411,797.64
<b>Total</b>					<b>\$875,625.08</b>

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

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Ronald A. Forester, Joseph M. Walker, Jr., Thomas J. Gentile, Walter C. Dowdy, Paul B. Scott, Jr., Douglas K. Aman, Jane Huddleston, Renee Ellis, Individually, of Montgomery, Alabama  
Charles E. Carper, IV, Barbara Sue Garren, Individually, of Birmingham, Alabama

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 18th day of March, 1998



CONTINENTAL CASUALTY COMPANY  
 NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
 AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion Group Vice President

State of Illinois, County of Will, ss:

On this 18th day of March, 1998, before me personally came

Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Eileen T. Pachuta*

My Commission Expires June 5, 2000

Eileen T. Pachuta Notary Public

**CERTIFICATE**

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 1st day of December, 1998.



CONTINENTAL CASUALTY COMPANY  
 NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
 AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis Assistant Secretary



## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

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


This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

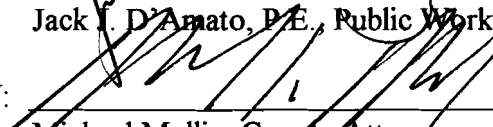
"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

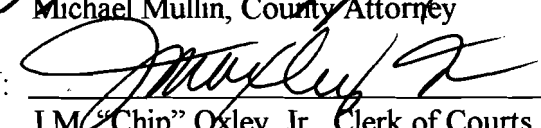
# CHANGE ORDER APPROVAL FORM

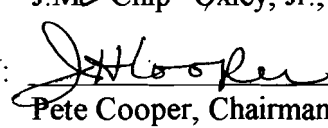
PROJECT: CR 108 - Callahan CHANGE ORDER NUMBER: 001  
CR 121 to US 1 DATE: December 14, 1998  
CONTRACT NUMBER: NC001-98  
TO CONTRACTOR: J.B. Coxwell Contracting, Inc.

Original Contract Sum.....	\$	<u>3,517,143.00</u>
Net Change by Previous Change Order.....	\$	<u>0</u> <u>174,375.06</u> (S)
Net Change by Previous Supplemental Agreement.....	\$	<del><u>192,829.56</u></del> <del><u>174,575.06</u></del> (S)
Contract Sum Prior to This Change Order.....	\$	<del><u>3,709,972.56</u></del> <del><u>3,691,718.06</u></del> (S)
		<u>3,691,518.06</u> (S)
Amount of This Change Order (Add/Deduct).....	\$	<u>6,648.00</u>
New Contract Sum Including this Change Order.....	\$	<del><u>3,716,620.56</u></del> <del><u>3,698,366.06</u></del> (S)
		<u>3,698,166.06</u> (S)

APPROVED BY:  DATE: 12.14.98  
Jack J. D'Amato, P.E., Public Works Dir.

APPROVED BY:  DATE: 12-16-98  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 12.15.98  
J.M. "Chip" Oxley, Jr., Clerk of Courts

APPROVED BY:  DATE: 12.15.98  
Pete Cooper, Chairman

Nassau County  
Department of Public Works

County   
Contractor   
Field   
Other

**CHANGE ORDER**

PROJECT: CR 108 - Callahan

CHANGE ORDER NUMBER: 001

CR 121 to US1

DATE: December 7, 1998

CONTRACT NUMBER: NC-001-98

TO CONTRACTOR: J.B. Coxwell Contracting, Inc. 6741 Lloyd Road West Jax., FL 32254-1200

The contract is changed as follows:

Additional MOT required for the closure of CR 108 at the Rowe Cut-Off box culvert.

Original Contract Sum.....	\$	<u>3,517,143.00</u>	
Net Change by Previous Change Order.....	\$	<del>192,829.56</del> <u>174,575.06</u>	
Contract Sum Prior to This Change Order.....	\$	<del>3,700,972.56</del> <u>3,691,718.06</u>	
Amount of This Change Order (Add/Deduct).....	\$	<u>6,648.00</u>	
New Contract Sum Including this Change Order.....	\$	<del>3,716,620.56</del> <u>3,698,366.06</u>	

The Contract Time for substantial completion will be changed by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY:   
Construction Engineer Inspector

DATE: 12-7-98

ACCEPTED BY:   
Contractor

DATE: 12-8-98

APPROVED BY:   
Director of Public Works

DATE: 12.10.98

## SUPPLEMENTAL AGREEMENT APPROVAL FORM

PROJECT: CR 108 - Callahan

CR 121 to US 1

DATE: December 14, 1998

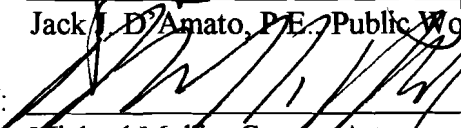
CONTRACT NUMBER: NC001-98

TO CONTRACTOR: J.B. Coxwell Contracting, Inc.

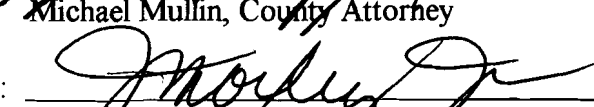
Original Contract Sum.....	\$	<u>3,517,143.00</u>	<u>174,375.06</u> (S)
Net Change by Previous Supplemental Agreement.....	\$	<del>192,829.56</del>	<u>174,575.06</u> (S)
Net Change by Previous Change Order.....	\$	<u>6,648.00</u>	
Contract Sum Prior to This Change Agreement.....	\$	<del>3,716,620.56</del>	<u>3,698,366.06</u> (S)
			<u>3,698,146.06</u> (S)
Amount of This Agreement (Add/Deduct).....	\$	<u>18,454.50</u>	
New Contract Sum Including this Agreement.....	\$	<del>3,728,427.06</del>	<u>3,716,820.56</u> (S)
			<u>3,716,620.56</u> (S)

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Dir.

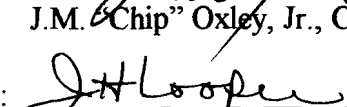
DATE: 12.14.98

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 12-15-98

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 12/15/98

APPROVED BY:   
Pete Cooper, Chairman

DATE: 12.15.98

**SUPPLEMENTAL AGREEMENT**

Project No. NC001-98  
Project Name CR 108 Callahan - CR 121 to US 1

This agreement entered into this 7<sup>th</sup> day of December 1998 by and between Nassau County, and J.B. Coxwell Contracting, Inc. "Contractor", and National Fire Insurance Company of Hartford "Surety", the same being supplementary to Contract No. NC001-98 by and between the parties aforesaid, dated August 31, 1998 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

Off duty police officers and additional MOT items for 24 hour operation at the Rowe Cut-Off box culvert including type II barricades, additional MOT signs, stop & go paddles, 36" cones with reflective tape, light plants.

**Reason:**

To maintain one lane of traffic at all times during construction of the box culvert.

Revised plan sheet No. N/A

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC001-98, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitutes a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time This Agreement: 0 Days

**Net Change in Contract Amount This Agreement:**

Increase \$ 18,454.50

Decrease \$ 0

**Executed By:**

[Signature] 12-7-98  
Public Works Director Date

[Signature] 12-7-98  
Construction Engineer Inspector Date

J.B. Coxwell Contracting, Inc.

Contractor

By [Signature]  
Title Wayne Williford, VP Date 12/3/98

ATTEST [Signature]  
Title Johnna K. Hagan, Sec. Date 12/3/98

National Fire Insurance Company of Hartford

Surety [Signature] Date

Renee Ellis, Attorney in Fact 12/1/98

Title Date

COUNTERSIGNED•

BY [Signature]  
RESIDENT AGENT

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

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint Ronald A. Forester, Joseph M. Walker, Jr., Thomas J. Gentile, Walter C. Dowdy, Paul B. Scott, Jr., Douglas K. Aman, Jane Huddleston, Renee Ellis, Individually, of Montgomery, Alabama  
Charles E. Carper, IV, Barbara Sue Garren, Individually, of Birmingham, Alabama

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 18th day of March, 1998



CONTINENTAL CASUALTY COMPANY  
 NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
 AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion                      Group Vice President

State of Illinois, County of Will, ss:

On this 18th day of March, 1998, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Eileen T. Pachuta*

My Commission Expires June 5, 2000

Eileen T. Pachuta                      Notary Public

**CERTIFICATE**

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 1st day of December, 1998



CONTINENTAL CASUALTY COMPANY  
 NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
 AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis                      Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### **"Article IX—Execution of Documents**

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### **"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact**

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

PROJECT: CR 108 - Callahan

SUPP. AGREEMENT NUMBER: SA003


CR 121 to US 1

DATE: February 18, 1999

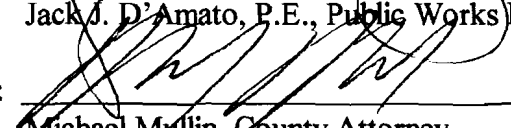
CONTRACT NUMBER: NC001-98

TO CONTRACTOR: J.B. Coxwell Contracting, Inc.

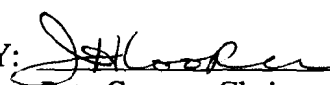
Original Contract Sum.....	\$	<u>3,628,949.00</u>
Net Change by Previous Supplemental Agreement.....	\$	<u>217,079.16</u>
Net Change by Previous Change Order.....	\$	<u>22,035.68</u>
Contract Sum Prior to This Change Agreement.....	\$	<u>3,868,063.84</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>2,555.00</u>
New Contract Sum Including this Agreement.....	\$	<u>3,870,618.84</u>

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Dir.

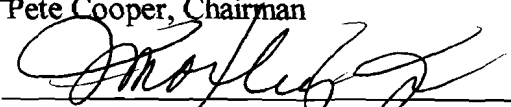
DATE: 2.18.99

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 2/22/99

APPROVED BY:   
Pete Cooper, Chairman

DATE: 2/22/99

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 2/22/99



**SUPPLEMENTAL AGREEMENT**

**Project No.** NC001-98  
**Project Name** CR 108 - Callahan

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by and between Nassau County, and J.B. Coxwell Contracting, Inc. "Contractor", and National Fire Insurance Company of Hartford "Surety", the same being supplementary to Contract No. NC001-98 by and between the parties aforesaid, dated August 31, 1998 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

Change size of Type A Fencing posts from 4" to 5"

**Reason:**

Previous agreement made between property owner and County during the right-of-way acquisition process.

**Revised plan sheet No.** N/A

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC001-98, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

**Granted Time This Agreement:** 0 Days

**Net Change in Contract Amount This Agreement:**

Increase \$ 2,555.00

Decrease \$ \_\_\_\_\_

**Executed By:**

[Signature] 2-16-99  
Public Works Director Date

J. B. COXWELL CONTRACTING, INC.

Contractor

[Signature] 1-19-99  
Construction Engineer Inspector Date

By [Signature] 2/2/99  
Title THOMAS KAYSER, VICE PRESIDENT Date

ATTEST [Signature]  
Title Johnna Hagan, Sec/Treas Date

**COUNTERSIGNED.**  
[Signature]  
**RESIDENT AGENT**

**National Fire Insurance Company of Hartford**  
Surety Date

[Signature] 2/3/99  
Title Renee Ellis Date  
**Attorney in Fact**

**PAY ITEMS DELETED**

<u>Pay</u> <u>Item No.</u>	<u>Item</u> <u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Type</u>	<u>Unit</u> <u>Cost</u>	<u>Total Cost/</u> <u>Pay Item</u>
550-1	4" Post Fencing Type A (5' High)	3,500	LF	\$3.73	\$ 13,055.00
<b>Total</b>					<b>&lt;13,055.00&gt;</b>

**PAY ITEMS ADDED**

<u>Pay</u> <u>Item No.</u>	<u>Item</u> <u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Type</u>	<u>Unit</u> <u>Cost</u>	<u>Total Cost/</u> <u>Pay Item</u>
550-1	5" Post Fencing Type A (5' High)	3,500	LF	\$4.46	<del>\$ 15,610.00</del> \$ 15,610.00
<b>Total</b>					<del>\$ 15,610.00</del> \$ 15,610.00

**Total Contract Increase: \$2,555.00**

*J*  
*R*

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

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint Ronald A. Forester, Joseph M. Walker, Jr., Thomas J. Gentile, Walter C. Dowdy, Paul B. Scott, Jr., Douglas K. Aman, Jane Huddleston, Renee Ellis, Individually, of Montgomery, Alabama  
Charles E. Carper, IV, Barbara Sue Garren, Individually, of Birmingham, Alabama

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 18th day of March, 1998.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion Group Vice President

State of Illinois, County of Will, ss:

On this 18th day of March, 1998, before me personally came

Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Eileen T. Pachuta*

My Commission Expires June 5, 2000

Eileen T. Pachuta Notary Public

**CERTIFICATE**

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 3rd day of February, 1999.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

PROJECT: CR 108 - Callahan

SUPP. AGREEMENT NUMBER: SA 014

DATE: February 11, 2000

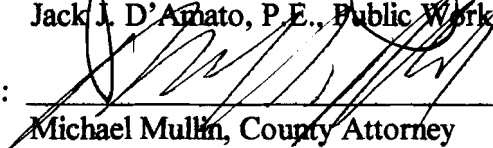
CONTRACT NUMBER: NC001-98

CONTRACTOR: J.B. Coxwell Contracting, Inc.

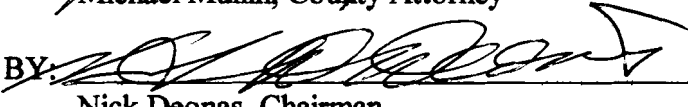
Original Contract Sum.....	\$	<u>3,628,949.00</u>
Net Change by Previous Supplemental Agreement.....	\$	<u>555,293.98</u>
Contract Sum Prior to This Supplemental Agreement.....	\$	<u>4,184,242.98</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>185,818.46</u>
New Contract Sum Including this Agreement.....	\$	<u>4,370,061.44</u>

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Dir.

DATE: 2-11-00

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 2-18-00

APPROVED BY:   
Nick Deonas, Chairman

DATE: 2/14/00

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 2/15/00

**SUPPLEMENTAL AGREEMENT**

Project No. NC001-98 Supplemental Agreement No. SA014  
 Project Name CR 108 Callahan Roadway Improvements

This agreement entered into this 20 day of \_\_\_\_\_ by and between Nassau County, and J.B. Coxwell Contracting, Inc., "Contractor", and National Fire Insurance Company, "Surety", the same being supplementary to Contract No. NC001-98 by and between the parties aforesaid, dated August 31, 1998 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

This supplemental agreement is to compensate for quantity overruns previously billed, which has depleted the contract. This supplemental agreement will allow the remainder of the contract items performed to be billed.

**Reason:**

Actual field conditions and discrepancies in the Engineer's plan quantities have caused substantial quantity overruns, which have depleted the contract leaving the contractor unable to bill the County for items which have been completed. Any adjustments to be made with respect to quantities billed versus quantities justified in the field will be addressed in the contractor's final estimate as specified in the Contract Documents.

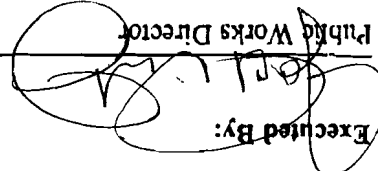
Revised plan sheet No. \_\_\_\_\_

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC001-98, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time This Agreement: \_\_\_\_\_ Days

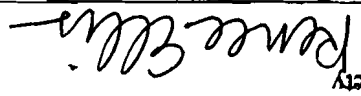
Net Change in Contract Amount This Agreement: Increase \$ \$185,818.46 Decrease \$ \_\_\_\_\_

Executed By:  Date 2.15.00  
 Public Works Director

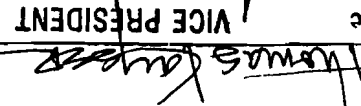
Construction Engineer Inspector \_\_\_\_\_ Date \_\_\_\_\_

**COUNTERSIGNED**

By  Donald Walker  
 RESIDENT AGENT

National Fire Insurance Company of Hartford  
 Surety  Date \_\_\_\_\_  
 Title Renee Ellis Attorney in Fact Date 2/9/00

ATTEST Michael G. Bailey Date 2/10/00  
 Title ASSST. SEC/TREAS.

By  Date 2/10/00  
 Title VICE PRESIDENT  
 Contractor J.B. COXWELL CONTRACTING DIVISION  
APAC-FLORIDA, INC.

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint Paul B. Scott, Jr., Douglas K. Aman, Jane Huddleston, Renee Ellis, Ronald A. Forester, Joseph M. Walker, Jr.,

Thomas J. Gentile, Walter C. Dowdy, Billie Jo Sanders, Individually of Montgomery, Alabama  
Charles E. Carper, IV, Individually of Birmingham, Alabama

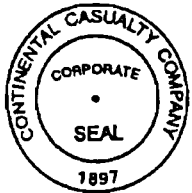
their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 1st day of February, 1999.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 1st day of February, 1999, before me personally came

Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 6, 2000

Mary Jo Abel

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 9th day of February, 2000.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### **"Article IX—Execution of Documents**

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### **"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact**

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."





## Nassau County Public Works Department


2290 State Road 200  
Fernandina Beach, Florida 32034-3056

Jack D'Amato, Jr., PE  
Director of Public Works

Dennis Close  
Road & Bridge Superintendent

### MEMORANDUM

**TO :** Nick Deonas, Chairman

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

**DATE :** February 7, 2000

**SUBJECT :** NC001-98 & NC002-98 CR 108 Roadway Improvements  
Approval of Supplemental Agreements

#### **Background:**

Actual field conditions and discrepancies in the Engineer's plan quantities have caused substantial quantity overruns, which have depleted the contract amounts on the above referenced contracts leaving J.B. Coxwell unable to bill the County for items which have been completed. Staff has prepared a supplemental agreement for each contract for the remaining items to be billed (please see attached agreements).

As per a meeting with the Finance Department on February 7, 2000 account number 67431541-563115 has been identified as a funding source. The actual contract amount for the Callahan project is under the budgeted amount, therefore, there is sufficient funding in this account to cover both supplemental agreements.

#### **Recommendation:**

Staff recommends that the Board of County Commissioners approve the attached supplemental agreements based on the above.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Pete Cooper  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

February 18, 2000

Mr. Eddie Greene  
J. B. Coxwell Contracting, Inc.  
6741 Lloyd Road West  
Jacksonville, FL 32254-1200

Re: CR 108-Callahan Supplemental Agreement No. SA014  
CR 108-Hilliard Supplemental Agreement No. SA009

Dear Mr. Greene:

Enclosed are fully executed, original agreements as listed for the CR 108 project as approved by the Nassau County Board of County Commissioners on February 14, 2000.

Please let us know if we may be of any further assistance.

Sincerely,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Jgb

Enclosures