

PERFORMANCE AND PAYMENT BOND

(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: KA5338/103857527

**DUPLICATE
ORIGINAL**

CONTRACTOR:

Name: The Haskell Company
Address: 111 Riverside Avenue
Jacksonville, FL 32231
Phone: (904) 791-4500

SURETY(S):

Name: St. Paul Fire and Marine Insurance Company	Travelers Casualty and Surety Company of America
Address: 600 N. Westshore Blvd., Suite 400	1000 Legion Place, 11 th Floor
Tampa, FL 33609	Orlando, FL 32801
(813) 282-4272	(407) 649-2738

OWNER:

Name: Board of County Commissioners of Nassau County, Florida
Address: 213 Nassau Place
Yulee, FL 32097
Phone No: (904) 491-3610

OBLIGEE: (If contracting entity is different from the owner, the contracting public entity)

Name: _____
Address: _____

Phone No: _____

Bond Amount: \$17,147,053.00

Description of Work: Nassau County Judicial Complex, Project #032112811
Project Location: Yulee, Florida

Legal Description: 24100 William Burgess Boulevard, Yulee, Florida 32097

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That **The Haskell Company, 111 Riverside Avenue, Jacksonville, FL 32202**, as Principal, and **St. Paul Fire and Marine Insurance Company and Travelers Casualty and Surety Company of America**, as Surety, located at **600 N. Westshore Blvd., #400, Tampa, FL 33609 and 1000 Legion Pl., 11th Floor, Orlando, FL 32801** are held and firmly bound to the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, as Owner, in the sum of **\$ 17, 147,053.00** for the payment whereof, we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the **12th** day of **December, 2001** , with Owner for **Nassau County Judicial Complex, Project No. 032112811** , in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the "Contract".

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee for any and all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the contract,

Then this Bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or non-compliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for the value received, hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this Bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 24th day of July, 2002, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

Diana W. Whipple
Diana W. Whipple
(Printed name of Witness)
Debra P. Klein
Debra P. Klein
(Printed name of Witness)

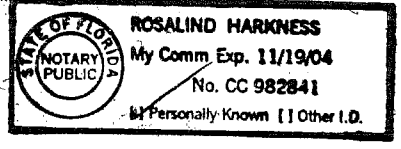
PRINCIPAL: The Haskell Company
By: [Signature]
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Charles L. Mitchell, as Vice President of The Haskell Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

Rosalind Harkness
NOTARY PUBLIC
KOSALIND HARKNESS
(Printed name of Notary)

(AFFIX NOTARY SEAL)



SURETY:
St. Paul Fire and Marine Insurance Company &
Travelers Casualty and Surety Company of America

In the presence of:
Anett Cardinale
Anett Cardinale
Karen Blair
Karen Blair

By: [Signature]
Kimberly A. Tavernier, Attorney-in-Fact &
Florida Licensed Resident Agent

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Kimberly A. Tavernier, as Attorney-in-Fact & Resident Agent of St. Paul Fire and Marine Insurance Company, a Minnesota corporation, and Travelers Casualty and Surety Company of America, a Connecticut corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification.

(AFFIX NOTARY SEAL)

L. J. MEYER
Notary Public, State of Florida
My Comm. exp. June 1, 2003
Comm. No. CC842201

[Signature]
NOTARY PUBLIC
L. J. Meyer
(Printed name of Notary)



POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23418

Certificate No. 1402016

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James W. Dunn, David H. Carr, James H. Hurst, Barbara N. Clindaniel, Kimberly A. Tavernier and Anett Cardinale

of the City of Tampa, State Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named 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 nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 11th day of July, 2002.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



PETER W. CARMAN, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 11th day of July, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: David H. Carr, James W. Dunn, Kimberly A. Tavernier, Anett Cardinale, of Tampa, Florida, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): ~~by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.~~

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That **The Haskell Company, 111 Riverside Avenue, Jacksonville, FL 32202**, as Principal, and **St. Paul Fire and Marine Insurance Company and Travelers Casualty and Surety Company of America**, as Surety, located at **600 N. Westshore Blvd., #400, Tampa, FL 33609 and 1000 Legion Pl., 11th Floor, Orlando, FL 32801** are held and firmly bound to the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, as Owner, in the sum of **\$ 17, 147,053.00** for the payment whereof, we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the **12th** day of **December, 2001** , with Owner for **Nassau County Judicial Complex, Project No. 032112811** , in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the "Contract".

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all lienors as defined in Section 713.01 (16), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
2. Pays the Owner for all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that the Owner sustains because of a default by the Principal under Paragraph 1 of this Bond, then this Bond is void; otherwise, this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or non-compliance with any formalities connected with the Contract or alterations which may be made in the terms of the said Contract, or in the Work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other shall not affect the obligation of the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions of forbearance being hereby waived.
2. Lienors seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 713.23, Florida Statutes, and as otherwise provided by law.
3. No legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies.

IN WITNESS WHEREOF, the above parties have executed this instrument this 24th day of July, 2002, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

In the presence of:

Deanne W. Whipple
Dianne W. Whipple
(Printed name of Witness)

Brian S. Campbell
Brian S. Campbell
(Printed name of Witness)

PRINCIPAL: **The Haskell Company**

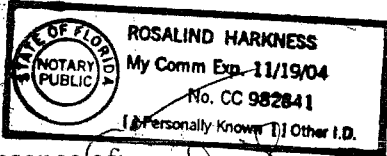
By: [Signature]
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Charles C. Mitchell, as Vice President of The Haskell Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

(AFFIX NOTARY SEAL)

Rosalind Harkness
NOTARY PUBLIC
ROSALIND HARKNESS
(Printed name of Notary)



In the presence of: [Signature]
Anett Cardinale

[Signature]
Karen Blair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Kimberly A. Tavernier, as Attorney-in-Fact & Resident Agent of St. Paul Fire and Marine Insurance Company, a Minnesota corporation, and Travelers Casualty and Surety Company of America, a Connecticut corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification.

(AFFIX NOTARY SEAL)

SURETY:
St. Paul Fire and Marine Insurance Company &
Travelers Casualty and Surety Company of America

By: [Signature]
Kimberly A. Tavernier, Attorney-in-Fact &
Florida Licensed Resident Agent

L. J. MEYER
Notary Public, State of Florida
My comm. exp. June 1, 2003
Comm. No. CC842201

[Signature]
NOTARY PUBLIC
L. J. Meyer
(Printed name of Notary)



POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23418

Certificate No. 1402017

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James W. Dunn, David H. Carr, James H. Hurst, Barbara N. Clindaniel, Kimberly A. Tavernier and Anett Cardinale

of the City of Tampa, State Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named 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 nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 11th day of July, 2002.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



PETER W. CARMAN, Vice President

Thomas E. Huibregtse

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 11th day of July, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: David H. Carr, James W. Dunn, Kimberly A. Tavernier, Anett Cardinale, of Tampa, Florida, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

**PERFORMANCE AND PAYMENT BOND
(Public Work)**

In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: KA5339/103857528

CONTRACTOR:

Name: The Haskell Company
Address: 111 Riverside Avenue
Jacksonville, FL 32231
Phone: (904) 791-4500

**DUPLICATE
ORIGINAL**

SURETY(S):

Name: St. Paul Fire and Marine Insurance Company
Address: 600 N. Westshore Blvd., Suite 400
Tampa, FL 33609
(813) 282-4272

Travelers Casualty and Surety Company of America
1000 Legion Place, 11th Floor
Orlando, FL 32801
(407) 649-2738

OWNER:

Name: Board of County Commissioners of Nassau County, Florida
Address: 213 Nassau Place
Yulee, FL 32097
Phone No: (904) 491-3610

OBLIGEE: (If contracting entity is different from the owner, the contracting public entity)

Name: _____
Address: _____
Phone No: _____

Bond Amount: \$698,883.00

Description of Work: Nassau County Records Storage Building
Project Location: Yulee, Florida

Legal Description: 76961 William Burgess Boulevard, Yulee, FL 32907

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That **The Haskell Company, 111 Riverside Avenue, Jacksonville, FL 32202**, as Principal, and **St. Paul Fire and Marine Insurance Company and Travelers Casualty and Surety Company of America**, as Surety, located at **600 N. Westshore Blvd., #400, Tampa, FL 33609 and 1000 Legion Pl., 11th Floor, Orlando, FL 32801** are held and firmly bound to the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, as Owner, in the sum of **\$ 698,883.00** for the payment whereof, we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the **27th day of June, 2002**, with Owner for **Nassau County Records Storage Building**, in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the "Contract".

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee for any and all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the contract,

Then this Bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or non-compliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for the value received, hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this Bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 24th day of July, 2002, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

In the presence of:

Dianne W. Whipple

Dianne W. Whipple
(Printed name of Witness)

Debra P. Klein

Debra P. Klein
(Printed name of Witness)

PRINCIPAL: **The Haskell Company**

By: [Signature]

Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

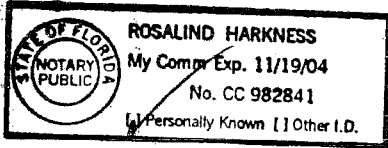
The foregoing instrument was acknowledged before me this 24th day of July 2002, by Charles L. Mitchell, as Vice President of The Haskell Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

Rosalind Harkness

NOTARY PUBLIC
ROSALIND HARKNESS

(Printed name of Notary)

(AFFIX NOTARY SEAL)



SURETY:

St. Paul Fire and Marine Insurance Company & Travelers Casualty and Surety Company of America

By: [Signature]

Kimberly A. Tavernier, Attorney-in-Fact & Florida Licensed Resident Agent

In the presence of:

Anett Cardinale
Anett Cardinale

Karen Blair
Karen Blair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Kimberly A. Tavernier, as Attorney-in-Fact & Resident Agent of St. Paul Fire and Marine Insurance Company, a Minnesota corporation, and Travelers Casualty and Surety Company of America, a Connecticut corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification.

L. J. MEYER
Notary Public, State of Florida
My comm. exp. June 1, 2003
Comm. No. CC842201

(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC

[Signature]
(Printed name of Notary)

The St Paul

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23418

Certificate No. **1402018**

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

James W. Dunn, David H. Carr, James H. Hurst, Barbara N. Clindaniel, Kimberly A. Tavernier and Anett Cardinale

of the City of Tampa, State Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named 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 nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 11th day of July, 2002.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



[Signature]
PETER W. CARMAN, Vice President

[Signature]
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 11th day of July, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



[Signature]
REBECCA EASLEY-ONOKALA, Notary Public

REBECCA EASLEY-ONOKALA, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **David H. Carr, James W. Dunn, Kimberly A. Tavernier, Anett Cardinale**, of **Tampa, Florida**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, ~~at any place within the United States, the following instrument(s):~~ by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That **The Haskell Company, 111 Riverside Avenue, Jacksonville, FL 32202**, as Principal, and **St. Paul Fire and Marine Insurance Company and Travelers Casualty and Surety Company of America**, as Surety, located at **600 N. Westshore Blvd., #400, Tampa, FL 33609 and 1000 Legion Pl., 11th Floor, Orlando, FL 32801** are held and firmly bound to the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, as Owner, in the sum of \$ **698,883.00** for the payment whereof, we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the 27th day of **June, 2002**, with Owner for **Nassau County Records Storage Building**, in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the "Contract".

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all lienors as defined in Section 713.01 (16), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
2. Pays the Owner for all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that the Owner sustains because of a default by the Principal under Paragraph 1 of this Bond, then this Bond is void; otherwise, this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or non-compliance with any formalities connected with the Contract or alterations which may be made in the terms of the said Contract, or in the Work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other shall not affect the obligation of the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions of forbearance being hereby waived.
2. Lienors seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 713.23, Florida Statutes, and as otherwise provided by law.
3. No legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies.

IN WITNESS WHEREOF, the above parties have executed this instrument this 24th day of July, 2002, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

In the presence of:

[Signature]
Dianne W. Whipple

(Printed name of Witness)

[Signature]
Debra P. Klein

(Printed name of Witness)

PRINCIPAL: **The Haskell Company**

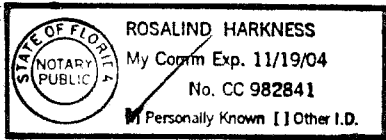
By: [Signature]
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Charles L. Mitchell, as Vice President of The Haskell Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC
ROSALIND HARKNESS
(Printed name of Notary)



SURETY:

St. Paul Fire and Marine Insurance Company & Travelers Casualty and Surety Company of America

By: [Signature]
Kimberly A. Tavernier, Attorney-in-Fact & Florida Licensed Resident Agent

In the presence of: [Signature]

Anett Cardinale

[Signature]
Karen Blair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Kimberly A. Tavernier, as Attorney-in-Fact & Resident Agent of St. Paul Fire and Marine Insurance Company, a Minnesota corporation, and Travelers Casualty and Surety Company of America, a Connecticut corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification.

(AFFIX NOTARY SEAL)

L. J. MEYER
Notary Public, State of Florida
My comm. exp. June 1, 2003
Comm. No. CC03071

[Signature]
NOTARY PUBLIC
L. J. Meyer
(Printed name of Notary)



POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23418

Certificate No. 1402019

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"). and that the Companies do hereby make, constitute and appoint

James W. Dunn, David H. Carr, James H. Hurst, Barbara N. Clindaniel, Kimberly A. Tavernier and Anett Cardinale

of the City of Tampa, State Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named 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 nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 11th day of July, 2002

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
City of Baltimore

Signature of Peter W. Carman, Vice President
Signature of Thomas E. Huibregtse, Assistant Secretary

On this 11th day of July, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Signature of Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: David H. Carr, James W. Dunn, Kimberly A. Tavernier, Anett Cardinale, of Tampa, Florida, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



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

Nick Deonas
David C. Howard
Vickie Samus
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

M E M O R A N D U M

TO: Ted Selby

FROM: J. M. "Chip" Oxley, Jr. 

SUBJECT: Payment & Performance Bonds
Certificates of Insurance

DATE: July 31, 2002

Enclosed are originals of The Haskell Company's Performance and Payment Bonds and the Certificates of Insurance for the Judicial Complex and the Records Storage Building projects.

Please place these in the safe deposit box.

Thank you for your assistance.

jgb

Enclosures

cc: Walt Gossett w/copy of enclosures
Jack D'Amato w/copy of enclosures
Dawn Stevenson w/copy of enclosures



Transmittal Cover Sheet

Detailed, Grouped by Each Transmittal Number

Nassau County Courthouse Facility
 24100 William Burgess Blvd.
 Yulee, Florida

Project # 41177301
 Tel: 1-904-791-4500 Fax: 1-904-791-4699

The Haskell Company

Date: 7/25/02 **Reference Number: 00000023**

Transmitted To	Transmitted By
Walt Gossett Nassau County Post Office Box 1010 Fernandina Beach, Florida 32035-1010 Tel: 904-321-5782 Fax: 904-321-5784	Don Kartzmark The Haskell Company 111 Riverside Avenue Jacksonville, Florida 32202-4950 Tel: 1-904-791-4500 Fax: 1-904-791-4699

Acknowledgement Required

Package Transmitted For	Delivered Via	Tracking Number
As Requested	Hand Delivered	

Item #	Qty	Item	Reference	Description	Notes	Status
001	1.0			Payment & Performance Bond		For your use
002	1.0			Certificate of Insurance		For your use

Cc: Company Name	Contact Name	Copies	Notes

Remarks

 Signature

7/25/02

 Signed Date

**PERFORMANCE AND PAYMENT BOND
(Public Work)**

In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: KA5338/103857527

CONTRACTOR:

Name: The Haskell Company
Address: 111 Riverside Avenue
Jacksonville, FL 32231
Phone: (904) 791-4500

SURETY(S):

Name: St. Paul Fire and Marine Insurance Company	Travelers Casualty and Surety Company of America
Address: 600 N. Westshore Blvd., Suite 400	1000 Legion Place, 11 th Floor
Tampa, FL 33609	Orlando, FL 32801
(813) 282-4272	(407) 649-2738

OWNER:

Name: Board of County Commissioners of Nassau County, Florida
Address: 213 Nassau Place
Yulee, FL 32097
Phone No: (904) 491-3610

OBLIGEE: (If contracting entity is different from the owner, the contracting public entity)

Name: _____
Address: _____
Phone No: _____

Bond Amount: \$17,147,053.00

Description of Work: Nassau County Judicial Complex, Project #032112811
Project Location: Yulee, Florida

Legal Description: 24100 William Burgess Boulevard, Yulee, Florida 32097

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That **The Haskell Company, 111 Riverside Avenue, Jacksonville, FL 32202**, as Principal, and **St. Paul Fire and Marine Insurance Company and Travelers Casualty and Surety Company of America**, as Surety, located at **600 N. Westshore Blvd., #400, Tampa, FL 33609 and 1000 Legion Pl., 11th Floor, Orlando, FL 32801** are held and firmly bound to the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, as Owner, in the sum of **\$ 17, 147,053.00** for the payment whereof, we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the **12th** day of **December, 2001** , with Owner for **Nassau County Judicial Complex, Project No. 032112811** , in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the "Contract".

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
and
2. Pays Obligee for any and all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the contract,

Then this Bond is void; otherwise, it remains in full force.

Any changes in or under the Contract and compliance or non-compliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for the value received, hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this Bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this 24th day of July, 2002, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

In the presence of:

Dianne W. Whipple
Dianne W. Whipple
(Printed name of Witness)

Debra P. Klein
Debra P. Klein
(Printed name of Witness)

PRINCIPAL: **The Haskell Company**

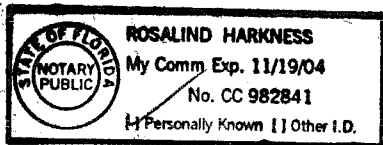
By: [Signature]
Its: Vice Pres, DFW

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Charles L. Mitchell, as Vice President of The Haskell Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

(AFFIX NOTARY SEAL)

Rosalind Harkness
NOTARY PUBLIC
ROSALIND HARKNESS
(Printed name of Notary)



In the presence of:
Anett Cardinale
Anett Cardinale

Karen Blair
Karen Blair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Kimberly A. Tavernier, as Attorney-in-Fact & Resident Agent of St. Paul Fire and Marine Insurance Company, a Minnesota corporation, and Travelers Casualty and Surety Company of America, a Connecticut corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification.

SURETY:

St. Paul Fire and Marine Insurance Company & Travelers Casualty and Surety Company of America

By: [Signature]
Kimberly A. Tavernier, Attorney-in-Fact & Florida Licensed Resident Agent

(AFFIX NOTARY SEAL)

L. J. MEYER
Notary Public, State of Florida
My comm. exp. June 1, 2003
Comm. No. CC842201

[Signature]
NOTARY PUBLIC
L. J. MEYER
(Printed name of Notary)



POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23418

Certificate No. 1402012

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James W. Dunn, David H. Carr, James H. Hurst, Barbara N. Clindaniel, Kimberly A. Tavernier and Anett Cardinale

of the City of Tampa, State Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named 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 nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 11th day of July, 2002.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



Handwritten signature of Peter W. Carman and Thomas E. Huibregtse

PETER W. CARMAN, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 11th day of July, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Handwritten signature of Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: David H. Carr, James W. Dunn, Kimberly A. Tavernier, Anett Cardinale, of Tampa, Florida, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States; the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That **The Haskell Company, 111 Riverside Avenue, Jacksonville, FL 32202**, as Principal, and **St. Paul Fire and Marine Insurance Company and Travelers Casualty and Surety Company of America**, as Surety, located at **600 N. Westshore Blvd., #400, Tampa, FL 33609 and 1000 Legion Pl., 11th Floor, Orlando, FL 32801** are held and firmly bound to the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, as Owner, in the sum of **\$ 17, 147,053.00** for the payment whereof, we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the **12th** day of **December, 2001** , with Owner for **Nassau County Judicial Complex, Project No. 032112811** , in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the "Contract".

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all lienors as defined in Section 713.01 (16), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
2. Pays the Owner for all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that the Owner sustains because of a default by the Principal under Paragraph 1 of this Bond, then this Bond is void; otherwise, this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or non-compliance with any formalities connected with the Contract or alterations which may be made in the terms of the said Contract, or in the Work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other shall not affect the obligation of the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions of forbearance being hereby waived.
2. Lienors seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 713.23, Florida Statutes, and as otherwise provided by law.
3. No legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies.

IN WITNESS WHEREOF, the above parties have executed this instrument this 24th day of July, 2002, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

PRINCIPAL: **The Haskell Company**

In the presence of:

By: [Signature]

Its: VICE PRESIDENT

[Signature]
Dorothy W. Whipple
(Printed name of Witness)

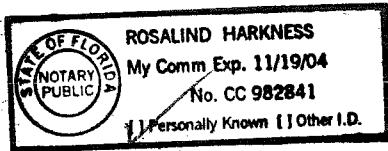
[Signature]
Debra P. Klein
(Printed name of Witness)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Charles L. Mitchell, as Vice President of The Haskell Company, a Florida corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification.

[Signature]
NOTARY PUBLIC
ROSALIND HARKNESS
(Printed name of Notary)

(AFFIX NOTARY SEAL)



In the presence of:

SURETY:

St. Paul Fire and Marine Insurance Company & Travelers Casualty and Surety Company of America

[Signature]
Anett Cardinale

By: [Signature]
Kimberly A. Tavernier, Attorney-in-Fact & Florida Licensed Resident Agent

[Signature]
Karen Blair

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of July 2002, by Kimberly A. Tavernier, as Attorney-in-Fact & Resident Agent of St. Paul Fire and Marine Insurance Company, a Minnesota corporation, and Travelers Casualty and Surety Company of America, a Connecticut corporation, on behalf of the corporation. He/she is personally known to me OR has produced N/A as identification.

[Signature]
NOTARY PUBLIC
L. J. MEYER
(Printed name of Notary)

(AFFIX NOTARY SEAL)

L. J. MEYER
Notary Public, State of Florida
My comm. exp. June 1, 2003
Comm. No. CC842201



POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23418

Certificate No. 1402013

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James W. Dunn, David H. Carr, James H. Hurst, Barbara N. Clindaniel, Kimberly A. Tavernier and Anett Cardinale

of the City of Tampa, State Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named 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 nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 11th day of July, 2002.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



[Signature of Peter W. Carman]

PETER W. CARMAN, Vice President

[Signature of Thomas E. Huibregtse]

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 11th day of July, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



[Signature of Rebecca Easley-Onokala]

REBECCA EASLEY-ONOKALA, Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: David H. Carr, James W. Dunn, Kimberly A. Tavernier, Anett Cardinale, of Tampa, Florida, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

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VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

NOTICE TO PROCEED

TO: THE HASKELL COMPANY
111 RIVERSIDE AVENUE
JACKSONVILLE, FL 32202-4950

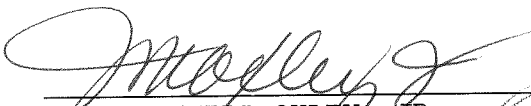
DATE: JUNE ²⁷-7, 2002

You are hereby notified to commence the work pursuant to Amendment No. 1 to the Agreement dated December 12, 2001 between Nassau County and The Haskell Company. The total period of time beginning with the issuance of the Notice to Proceed with Construction to the date of substantial completion of the Work is Six Hundred Twenty Three (623) days. Construction Manager acknowledges that, except for change orders as expressly provided for in the contract, in no event shall the total cost of the work exceed the GMP. The GMP is \$17,147,053.00.

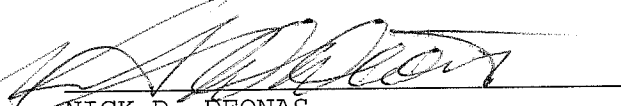
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ATTEST:

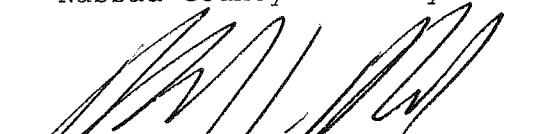


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



NICK D. DEONAS
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is hereby acknowledged:

By: CHARLES L. MITCHELL this 27TH day of JUNE,
2002.

By: 

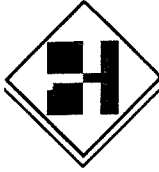
Title: VICE PRESIDENT

The Haskell Company
 Nassau County Judicial Complex
 Nassau County, Florida

GMP Summary
 03/25/02
 41177301

CSI	Description	Courts Building	Cost Per/SF
2000	SITWORK	171,721	1.54
3000	CONCRETE WORK	2,289,412	20.52
4000	MASONRY	908,874	8.15
5000	METALS	1,859,325	16.67
6000	WOOD AND PLASTICS	1,023,699	9.18
7000	THERMAL & MOISTURE PROTECTION	898,628	8.05
8000	DOORS AND WINDOWS	748,115	6.71
9000	FINISHES	2,205,971	19.77
10000	SPECIALTIES	167,488	1.50
11000	EQUIPMENT	161,965	1.45
12000	FURNISHINGS	26,336	0.24
13000	SPECIAL CONSTRUCTION	246,127	2.21
14000	CONVEYING SYSTEMS	319,703	2.87
15000	MECHANICAL	1,892,148	16.96
16000	ELECTRICAL	1,361,440	12.20
17000	FACILITY MANAGEMENT SYSTEMS	926,170	8.30
	SUBTOTAL	15,207,122	136.30
Courthouse Building Direct Cost		15,207,122	
Sub Total Cost of Construction less GC's, CM Bonds & Insurance		15,207,122	
Sales Tax Savings		(300,000)	Allowance
		-	
Sub Total Cost of Construction less GC's, Bonds, Insurance & VE		14,907,122	14,303,252
General Conditions		491,174	478,574
Direct Labor & Personnel Costs		827,215	748,062
General Conditions- Owners Representative		-	
Sub Total Cost of Work Including General Conditions		16,225,511	15,529,888
CM Contingency 4% on Direct Costs		608,285	456,214
		-	
Sub Total Construction Cost (Including CM Contingency)		16,833,796	15,986,102
Construction Manager's Fee (5.25% on Total Construction Cost)		883,774	839,270
Preconstruction Services (previously authorized)		36,907	
Sub Total less Bonds and Insurance		17,754,478	16,862,279
General Liability Insurance		177,600	172,350
Builder's Risk Insurance		35,864	34,069
Construction Manager Payment / Performance Bonds		111,558	108,539
Garanteed Maximum Price (GMP)		18,079,499	17,177,237
Permit Fees (not included in above)		57,889	
Value Engineering		(377,470)	Allowance
		-	
Total Project Cost Estimate		17,759,918	17,235,126

*Printed 4-10-02
 GMP approved
 #17,147,053.00*



T H E H A S K E L L C O M P A N Y
TOTAL FACILITY SOLUTIONS

Denise M. Ramsey, P.E.
Project Executive

March 25, 2002

Re: Nassau County Courthouse Facility
Yulee, Florida

Nassau County Board of Commissioners
c/o J. M. "Chip" Oxley, Jr.
Clerk of Court
191 Nassau Place
Yulee, Florida 32907

Dear Commissioners:

The Haskell Company has continued to develop and refine Value Engineering options as directed by the Board. The enclosed list has items highlighted in red where both the Architect and the Clerk of Courts recommend incorporating these items into the GMP. The updated GMP Summary attached now reflects this amount.

The General Conditions and Direct Labor figures were reviewed with the Negotiating Committee on March 15, 2002. Revised spreadsheets are enclosed for these items.

All information from Tabs Two (Contract Documents), Three (Scope Clarifications and Assumptions), Five (Detailed Estimate), Six (Schedule), and Seven (Constructability Review Comments) remain unchanged from our previous submission on March 13, 2002, and are not duplicated in this submission.

If you find that you require any additional information to evaluate this proposal, please contact me at (904)+791-4592. We look forward to working with you on this facility.

Sincerely yours,

Denise M. Ramsey

Enclosures

RECEIVED

MAR 26 2002

- A major concern should be the verbiage that Haskell's contract governs over project documents according to their clarifications. This could easily lead to mandatory changes that would cheapen or make more expensive and delete the ability of the architect or third party oversight to challenge.

4A

- Legal expenses still exist at \$5,000.00. This begs the question "Why are we paying legal expenses for this company?"

1A
2A

- Direct purchase or sales tax savings. This is strictly an estimate, and was very low, \$197,000.00 and questioned by the Clerk, then increased to \$300,000.00. Higher looks better here on the bottom line, but is not because this figure is totally under the control of the contractor.

1B
2B

- Excess contingency fee – should be half as much at this stage of plan development. If the contractor is dealing with 100% plans, this should be able to be reduced.

5A

- Labor escalator – it seems odd that you would need to have an open escalator if you have the schedule of work and the work will be bid out.

VE
SHEETS

- The contract does permit it, but why are we paying the architect to make changes to the original drawings for VE items that require no major change in engineering. Could not most of these been made in the field without this high burden. Where is the architect's responsibility to produce acceptable plans that keep the project within budget. Especially the changes that they agreed could be made. It is to their advantage to agree to the changes - \$37,370 to their advantage to be exact. Not to mention the \$36,907 from contractor's contract for a total cost of \$74,277 or 19.67% of value engineering savings of \$377,470.00.

- An issue never fully answered is the site security. The construction site belongs to the contractor until the project is finished, but who will provide security of the building as it progresses? Is this not part of general conditions?

3A

- It appears that some items that normally would be included in general conditions have been included in cost of work. Not big items, such as clean up crew, but every little bit helps. After asking other contractors, it seems that normally layout and engineering would be included under general conditions, rather than cost of work. These are costs to us anyway, but are they moved to lower general conditions?

5B

- And one item that seems to be way out of line is the MEP (Mechanical, Electrical, Plumbing) coordinator. This item will approach a total cost of \$75,000.00 and would certainly appear that the Project manager or the Assistant or the Field Superintendent or assistant would be able to handle this job. Is this not part of the expertise that the Haskell Company should bring to the table.

Presented by Nick Resinas

4-10-02

- Every dollar spent on this project will have 15.53% tacked onto it as a direct Haskell cost to us broken down as follows:

1. General Conditions & Direct Labor -- 8.84% **2C**
2. General Liability and Builder's Risk Insurance -- 1.44% **2D**
3. Construction Manager's Fee -- 5.25% **2E**

- This does not even consider the Performance Bonds which add -- 0.07% **2F**

*** It seems that general liability and builder's risk would be a cost of opening their doors for business every day and therefore would be a part of general conditions.

*** Performance bond expenditures - Haskell had indicated in negotiations that they would not bond every sub, but appear to have applied this cost to the entire project.

The Haskell Company Nassau County Judicial Complex Nassau County, Florida		GMP Summary 02/21/02 41177301	
CSI	Description	Courts Building	Cost Per/SF
2000	SITEWORK	171,646	1.54
3000	CONCRETE WORK	2,307,414	20.68
4000	MASONRY	929,823	8.33
5000	METALS	1,865,908	16.72
6000	WOOD AND PLASTICS	1,033,140	9.26
7000	THERMAL & MOISTURE PROTECTION	897,496	8.04
8000	DOORS AND WINDOWS	745,115	6.68
9000	FINISHES	2,196,870	19.69
10000	SPECIALTIES	165,399	1.48
11000	EQUIPMENT	162,110	1.45
12000	FURNISHINGS	26,336	0.24
13000	SPECIAL CONSTRUCTION	246,127	2.21
14000	CONVEYING SYSTEMS	338,350	3.03
15000	MECHANICAL	1,892,148	16.96
16000	ELECTRICAL	1,306,519	11.71
17000	FACILITY MANAGEMENT SYSTEMS	926,170	8.30
	SUBTOTAL	15,210,570	136.33
Courthouse Building Direct Cost		15,210,570.	
Sub Total Cost of Construction less GC's, CM Bonds & Insurance		15,210,570	
Sales Tax Savings		(191,237)	Allowance
Value Engineering		(500,000)	Allowance
		-	
Sub Total Cost of Construction less GC's, Bonds, Insurance & VE		14,519,333	
General Conditions		750,756	
Direct Labor & Personnel Costs		866,136	
General Conditions- Owners Representative		-	
Sub Total Cost of Work Including General Conditions		16,136,225	
CM Contingency 4% on Direct Costs 100%		608,423	(2- 10)
Sub Total Construction Cost (Including CM Contingency)		16,744,648	
Construction Manager's Fee (5.25% on Total Construction Cost)		879,094	
Preconstruction Services (previously authorized)		36,907	
Sub Total less Bonds and Insurance		17,660,649	
General Liability Insurance		179,891	amount not shown
Builder's Risk Insurance		35,681	
Construction Manager Payment / Performance Bonds		112,875	
CM's Garanteed Maximum Price (GMP)		17,989,096	
Permit Fees (not included in above)		57,889	
Owners Contingency (___% of Total Cost of Work)		-	
		-	
		-	
Total Project Cost Estimate		18,046,985	

10.63%

15.88%

A

B

Presented by Nick Deane
4-10-02

SHEET 1

+ site work

The Haskell Company
 Nassau County Judicial Complex
 Nassau County, Florida

GMP Summary
 03/25/02
 41177301

CSI	Description	Courts Building	Cost Per/SF
2000	SITWORK	171,721	1.54
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6000	WOOD AND PLASTICS	1,023,699	9.18
7000	THERMAL & MOISTURE PROTECTION	898,628	8.05
8000	DOORS AND WINDOWS	748,115	6.71
9000	FINISHES	2,205,971	19.77
10000	SPECIALTIES	167,488	1.50
11000	EQUIPMENT	161,965	1.45
12000	FURNISHINGS	26,336	0.24
13000	SPECIAL CONSTRUCTION	246,127	2.21
14000	CONVEYING SYSTEMS	319,703	2.87
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	SUBTOTAL	15,207,122	136.30
Courthouse Building Direct Cost		15,207,122	
Sub Total Cost of Construction less GC's, CM Bonds & Insurance		15,207,122	
A	Sales Tax Savings	(300,000)	Allowance
Sub Total Cost of Construction less GC's, Bonds, Insurance & VE		14,907,122	
2C	General Conditions	491,174	8.52%
	Direct Labor & Personnel Costs	827,215	1.44
	General Conditions- Owners Representative		
Sub Total Cost of Work Including General Conditions		16,225,511	
B	CM Contingency 4% on Direct Costs	608,285	
Sub Total Construction Cost (Including CM Contingency)		16,833,796	
2E	Construction Manager's Fee (5.25% on Total Construction Cost)	883,774	
	Preconstruction Services (previously authorized)	36,907	
Sub Total less Bonds and Insurance		17,754,478	
2D	General Liability Insurance	177,600	
	Builder's Risk Insurance	35,864	
	Construction Manager Payment / Performance Bonds	111,558	
Garanteed Maximum Price (GMP)		18,079,499	
	Permit Fees (not included in above)	57,889	
	Value Engineering	(377,470)	Allowance
Total Project Cost Estimate		17,759,918	

+ builder's risk
 + some list
 too high
 10.25%
 cost of an
 too high
 + 5.25%
 15.53%
 17.75
 18.2

VALUE ENGINEERING OPTIONS

**Nassau County Courthouse Facility
Yulee, Florida**

March 25, 2002

- **VE Option 1: Change Roof Steel to Joists.** This option deducts the structural steel currently shown on the structural plans at the roof level and replaces with joists and girders. Includes the additional fire proofing required to make this change.

Deduct: (\$83,500)

A/E fee to incorporate: \$18,000

Net: (\$65,500)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 2: Revised Tiltwall Design.** This option reduces the tiltwall thickness. Includes revised footing rebar, sizes, and lower concrete strength.

Deduct: (\$58,000)

A/E fee to incorporate: \$12,000

Net: (\$46,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 3: Delete Color Coding of Painting for Mechanical and Electrical Items.** This option eliminates the requirement of painting of mechanical and electrical items specified in Division 09900 and Divisions 15 and 16.

Deduct: (\$10,000)

A/E fee to incorporate: 0

Net: (\$10,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes



- **VE Option 4: Delete Attic Fire Sprinklers.** This option deletes the wet pipe fire sprinklers provided for the attic. Verbal approval has been received from the Fire Marshall on approval of this option.

Deduct: (\$46,000)

A/E fee to incorporate: \$1,700

Net: (\$44,300)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 5: Delete Standpipes.** This option deletes the fire protection standpipes currently shown. Standpipes are not required by Code.

Deduct: (\$20,000)

A/E fee to incorporate: 0

Net: (\$20,000)

Recommended to Incorporate by Architect (yes/no): Hold pending input from Jack D'Amato and Building Dept.

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 6: Delete Fire Pump.** This option deletes the fire pump that is serving the fire protection system. This option can be selected if the standpipes are deleted and sufficient water supply exists.

Deduct: (\$38,000)

A/E fee to incorporate: 0

Net: (\$38,000)

Recommended to Incorporate by Architect (yes/no): Hold

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 7: Delete Transfer Switch.** This option deletes the transfer switch serving the fire pump. If VE Option 5 is not accepted and pump is required, the transfer switch is not required per Code.

Deduct: (\$12,000)

A/E fee to incorporate: 0

Net: (\$12,000)

Recommended to Incorporate by Architect (yes/no): Hold

Agree to Incorporate by Clerk of Court (yes/no): no



- **VE Option 8: Redesign of Sprinkler System.** This option revises the design of the fire sprinkler system to utilize extended coverage heads.

Deduct: (\$12,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 9: Revise Detention Enclosure Specification.** This option revises the detention enclosure specification to be standard ¼" rod with channel frame.

Deduct: (\$10,500)

A/E fee to incorporate: \$500

Net: (\$10,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 10: Delete Metal Detectors From This Contract.** This option deletes the two metal detectors from this contract. They will be provided by Owner with separate funding.

Deduct: (\$7,680)

A/E fee to incorporate: 0

Net: (\$7,680)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 11: Delete X-Ray Machine From This Contract.** This option deletes the x-ray machine from this contract. They will be provided by Owner with separate funding.

Deduct: (\$32,000)

A/E fee to incorporate: 0

Net: (\$32,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes



- **VE Option 12A: Eliminate Public Area Cornice and Crown.** This option eliminates the wood and paint associated with the cornice and crown moldings per detail 2A at the first and second floor corridor.

Deduct: (\$63,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 12B: Eliminate Public Area Cornice and Crown.** This option eliminates the wood and paint associated with the cornice and crown moldings per detail 2B at the third floor.

Deduct: (\$18,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 12C: Eliminate Public Area Cornice and Crown.** This option eliminates the wood and paint associated with the cornice and crown moldings per detail 3 at the third floor atrium.

Deduct: (\$3,750)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 12D: Eliminate Public Area Cornice and Crown.** This option eliminates the wood and paint associated with the cornice and crown moldings per detail 4 at the first and second floor atrium.

Deduct: (\$7,500)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no



- **VE Option 12E: Revise Public Area Cornice to Crown.** This option revises all cornice shown in addendum 2 to 6 or 8 inch crown molding. Note: This option cannot be used in conjunction with VE Options 12A-12D.

Deduct: (\$41,000)

A/E fee to incorporate: \$860

Net: (approximately \$34,000 for corridors only)

Recommended to Incorporate by Architect (yes/no): yes, but in corridors only, not lobby areas

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 13: Alternate Light Fixture Package.** This option provides a light fixture package of similar appearance and function but utilizes different brands from those specified.

Deduct: (\$22,500)

A/E fee to incorporate: 0

Net: (\$22,500)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 14: Change Elevator Cab Finishes.** This option revises the finishes for Elevators 3 and 5 (prisoner elevators) from satin bronze to satin stainless.

Deduct: (\$13,500)

A/E fee to incorporate: 0

Net: (\$13,500)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 15: Change Elevator Door Finishes.** This option revises the door finish for Elevators 1 and 2 (passenger elevators) from satin bronze to satin stainless.

Deduct: (\$5,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no



- **VE Option 16: Change Elevator Door Finishes.** This option revises the door finish for Elevator 4 (Judge's elevator) from satin bronze to satin stainless.

Deduct: (\$2,500)

A/E fee to incorporate: 0

Net: (2,500)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 17: Delete Provisions for Future Elevator.** This option deletes the provisions made for accommodating the future elevator including doors and wellhole.

Deduct: (\$15,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 18: Change Floors In Lobby, Corridor and Stair #1.** This option revises the floors in the Lobby, Corridor and Stair #1 to a \$15 per square foot allowance that would require selection of alternate materials.

Deduct: (\$90,200)

A/E fee to incorporate: 0

Net: (\$90,200)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 19: Change Underground Piping.** This option revises the piping material for underground sanitary and storm piping from cast iron pipe and fittings to utilize PVC/DWV pipe and fittings.

Deduct: (\$8,800)

A/E fee to incorporate: 0

Net: (\$8,800)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes



- **VE Option 20: Revise Fan Types.** This option revises the fans in the air handling units from plenum type fans to air foil fans.

Deduct: (\$9,700)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 21: Revise VAV motors/controllers.** This option revises the proposed ECM motors and ECM controllers only to standard motors and controllers at the VAV boxes.

Deduct: (\$18,500)

A/E fee to incorporate: \$850

Net: (\$17,650)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 22: Replace pavers with stamped concrete.** This option revises the pavers at the entry plaza to stamped concrete.

Deduct: (\$33,300)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 23: Rework stormwater piping at plaza.** This option revises the stormwater piping to be more efficient at the entry plaza.

Deduct: (\$7,300)

A/E fee to incorporate: \$500

Net: (\$6,800)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes



- **VE Option 24A: Reduce areas receiving ceramic tile.** This option reduces the areas receiving ceramic tile. It removes all ceramic wall tile in non-group toilet rooms. In public toilet rooms, tile will be provided full height on wet walls only.

Deduct: (\$38,800)

A/E fee to incorporate: \$800

Net: (38,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 24B: Reduce areas receiving ceramic tile.** This option reduces the areas receiving ceramic tile. It lowers the height of all ceramic wall tile in all toilet rooms to wainscot height. Note: This VE option cannot be used together with VE Option 24A.

Deduct: (\$17,800)

A/E fee to incorporate: \$800

Net: (17,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 25: Specification Changes to Section 06402.** Material for semi-exposed surfaces to be changed from high pressure decorative laminate, Grade CL-20 to melamine finish. In addition, all construction will follow industry standard detailing and specification.

Deduct: (\$15,000)

A/E fee to incorporate: 0

Net: (\$15,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 26: Remove concrete finish from precast tilt up panels.** This option removes the finishing of the tilt up panels and in turn revises the 3/4 inch wall furring to 2-1/2 inch studs. The item is a companion item to VE Option 2.

Deduct: (\$1,400)

A/E fee to incorporate: 0

Net: (\$1,400)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes



- **VE Option 27: Change waterproofing to Damproofing.** This option revises waterproofing at the exterior cavity to standard damproofing.

Deduct: (\$54,000)

A/E fee to incorporate: 0

Net: (54,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 28: Delete Extended Compressor Warranty.** This option deletes the extended HVAC compressor warranties to the standard 2 year warranty required by contract.

Deduct: (\$5,500)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 29: Delete Heresite Coating on Coils.** This option deletes the heresite coating on the chiller condenser coils.

Deduct: (\$12,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 30: Chilled Water Revisions.** This option revises to two from three pre-insulated chilled water pipes from the building to the chiller. In addition it relocates the pumps to the chiller pad.

Deduct: (\$4,400)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no



- **VE Option 31: Use round and oval duct.** This option revises most ductwork to round and oval in lieu of rectangular shown on the plans. Ductwork would have equivalent area.

Deduct: (\$10,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 32: Use SMACNA Standard Reinforcing.** This option utilizes standard SMACNA reinforcing for ductwork in lieu of specified reinforcing

Deduct: (\$8,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 33: Delete one coat of Water Repellent.** This option deletes one coat of water repellent at the precast and brick. This reduction does not effect the five year warranty offered.

Deduct: (\$23,000)

A/E fee to incorporate: 0

Net: (\$23,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes

- **VE Option 34: Delete Remaining one coat of Water Repellent at Precast.** This option deletes the remaining one coat of water repellent at the precast. The one coat will remain at the brick.

Deduct: (\$8,500)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no



- **VE Option 35: Change Toilet Room Flooring.** This option revises the flooring provided for all non-public toilet rooms from CMT to vinyl composition tile.

Deduct: (\$8,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 36: Revise Elevator Pit Waterproofing.** This option revises the waterproofing of the elevator pits from cementitious waterproofing to bentonite.

Deduct: (\$3,100)

A/E fee to incorporate: 0

Net: (\$3,100)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): withhold pending review of product information

- **VE Option 37: Revise Fire Alarm Manufacturer.** Removed from consideration as the item is part of the base bid specifications.

- **VE Option 38: Revise Programmable Logic System.** This option revises the programmable logic system to incorporate a manual switchover to the redundant system.

Deduct: (\$13,000)

A/E fee to incorporate: 0

Net: (\$13,000)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 39: Revise Interior Openings.** This option revises all interior openings from aluminum to hollow metal.

Deduct: (\$13,000)

A/E fee to incorporate: \$1,360

Net: (\$11,640)

Recommended to Incorporate by Architect (yes/no): yes

Agree to Incorporate by Clerk of Court (yes/no): yes



- **VE Option 40: Revise Curtainwall Mullions.** This option revises all 4 and 8 inch curtainwall horizontals to typical 2-1/2 inch mullions.

Deduct: (\$4,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 41: Delete Hail guards.** This option deletes the hail guards specified on the chillers.

Deduct: (\$8,000)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

- **VE Option 42: Revise Water Coolers.** This option revises water coolers to 2 single coolers in lieu of a bi-level cooler at nine locations.

Deduct: (\$6,500)

A/E fee to incorporate: N/A

Net: N/A

Recommended to Incorporate by Architect (yes/no): no

Agree to Incorporate by Clerk of Court (yes/no): no

Total of all Value Engineering Options Recommended for Acceptance by the Architect (including Architect fees where applicable): (\$570,570)

Total of all Value Engineering Options Agreed for Acceptance by the Clerk of Court (including Architect fees where applicable): (\$377,470)



The Haskell Company
Nassau County Judicial Complex
Nassau County, Florida

ESTIMATE SUMMARY
General Conditions

PROJECT NAME: Nassau County Judicial Complex	REV DATE: 3/25/02
PROJECT NO.: 41177301	FILE NAME:
REVISION NO.:	ESTIMATOR: CLM CHECKED:
TIME ON JOB: 580 DAYS 82.9 WEEKS 19.1 MONTHS	

QTY	U/M	DESCRIPTION	CODE	LABOR		MATERIAL & EQUIP		SUBCONTRACT		TOTAL
				U/C	TOTAL	U/C	TOTAL	U/C	TOTAL	

JOBSITE GENERAL CONDITIONS

19.1	MO	CM OFFICE TRAILER (1 triplewide	01521	0	0	985	18,862	0	0	18,862
1.0	EA	Office Delivery / Set-up	01521	0	0	2540	2,540	0	0	2,540
1.0	EA	Office Dismantle / Return	01521	0	0	2340	2,340	0	0	2,340
1.0	LS	Office Security System	01521	0	0	500	500	0	0	500
19.1	MO	Security System Monitoring	01521	0	0	80	1,532	0	0	1,532
1.0	LS	Office Build-out	01533	1000	1,000	1500	1,500	0	0	2,500
1.0	LS	Office Furniture	01533	0	0	5000	5,000	0	0	5,000
19.1	MO	Janitorial Service	01521	0	0	0	0	200	3,830	3,830
19.1	MO	Office Supplies	01530	0	0	500	9,575	0	0	9,575
19.1	MO	Postage/Exp Mail	01531	0	0	200	3,830	0	0	3,830
1.0	LS	Printing - As-Builts	01223	0	0	10000	10,000	0	0	10,000
1.0	LS	Electronic Files for construction	01223	0	0	12000	12,000	0	0	12,000
19.1	MO	Progress Report Printing	01223	0	0	250	4,787	0	0	4,787
19.1	MO	Copy Machine	01532	0	0	500	9,575	0	0	9,575
19.1	MO	Copy Machine Maintenance	01532	0	0	100	1,915	0	0	1,915
19.1	MO	Copy Paper	01530	0	0	200	3,830	0	0	3,830
1.0	EA	Fax Machine	01532	0	0	300	300	0	0	300
6.0	EA	Office Equipment (6 PC's)	01532	0	0	1900	11,400	0	0	11,400
1.0	EA	Office Equipment (Printers)	01532	0	0	1200	1,200	0	0	1,200
19.1	MO	Data lines	01532	0	0	200	3,830	0	0	3,830
19.1	MO	CM - Telephone Equipment	01534	0	0	125	2,394	0	0	2,394
10.0	EA	CM - Jobsite Comm. Equip.	01534	0	0	500	5,000	0	0	5,000
19.1	MO	CM - Data Equipment - Lease	01534	0	0	60	1,149	0	0	1,149
1.0	LS	CM - Data Equipment - Purchase	01534	0	0	5500	5,500	0	0	5,500
19.1	MO	CM - Telephone Usage	01538	0	0	400	7,660	0	0	7,660
19.1	MO	CM - Data Usage (256K Data Line	01561	0	0	100	1,915	0	0	1,915
19.1	MO	CM - Licenses For Project Talk- 6	01360	0	0	300	5,745	0	0	5,745
19.1	MO	CM - On-Line Service	01563	0	0	150	2,872	0	0	2,872
1.0	LS	Telephone Service Line	01564	0	0	2800	2,800	0	0	2,800
19.1	MO	Portable Phone	01565	0	0	400	7,660	0	0	7,660
19.1	MO	Progress Photos	01353	0	0	135	2,585	0	0	2,585
2.0	EA	Project Signs	01523	250	500	500	1,000	0	0	1,500
1.0	LS	Project Safety & Direction Signs	01523	0	0	1500	1,500	0	0	1,500
19.1	MO	CM - Temp Electric	01511	0	0	1300	24,895	0	0	24,895
4.0	MO	CM - Temp Perm Electric	01512	0	0	24000	96,000	0	0	96,000
19.1	MO	CM - Temp Water	01518	0	0	200	3,830	0	0	3,830
1.0	LS	Temp Elect Service Drop	01511	0	0	1750	1,750	0	0	1,750
12.0	MO	Temp. Elec. / Material Hoist	01511	0	0	200	2,400	0	0	2,400
19.1	MO	Drinking Water	01535	0	0	75	1,436	0	0	1,436
19.1	MO	Temp Toilets	01541	0	0	350	6,702	0	0	6,702
19.1	MO	CM -Holding Tanks	01541	0	0	260	4,979	0	0	4,979
19.1	MO	Safety Crew (2 person crew - PT)	01551	250	4,787	0	0	0	0	4,787
1.0	LS	Guardrails/Toeboard	01552	0	0	5000	5,000	0	0	5,000
1.0	LS	Temporary Fence	01553	0	0	4500	4,500	0	0	4,500
200	EA	20 CY Dumpsters - Per Pull	01545	0	0	300	60,000	0	0	60,000
12.0	MO	Trash Chute Rental	01542	0	0	850	10,200	0	0	10,200
1.0	EA	Trash Chute Installation	01542	0	0	0	0	600	600	600
115,000.0	SF	Final Clean-Up	01544	0	0	0	0	0.2	23,000	23,000
28,000.0	SF	Clean Glass	01544	0	0	0	0	0.1	2,800	2,800
1.0	LS	Punch List	01440	5000	5,000	5000	5,000	0	0	10,000
20.1	MO	Jobsite Trucks (1)	01612	0	0	800	16,120	0	0	16,120

A

SHEET 3

The Haskell Company
Nassau County Judicial Complex
Nassau County, Florida

ESTIMATE SUMMARY
General Conditions

PROJECT NAME: Nassau County Judicial Complex				REV DATE: 3/25/02						
PROJECT NO.: 41177301				FILE NAME:						
REVISION NO.:				ESTIMATOR: CLM CHECKED:						
TIME ON JOB: 580		DAYS 82.9		WEEKS 19.1		MONTHS				
QTY	U/M	DESCRIPTION	CODE	LABOR		MATERIAL & EQUIP		SUBCONTRACT		TOTAL
				U/C	TOTAL	U/C	TOTAL	U/C	TOTAL	
19.1	MO	Maintenance & Repairs	01661	0	0	100	1,915	0	0	1,915
20.1	MO	Truck Fuel	01632	0	0	250	5,037	0	0	5,037
19.1	MO	Equipment Fuel	01632	0	0	250	4,787	0	0	4,787
1.0	LS	Expendable Tools	01641	0	0	2500	2,500	0	0	2,500
14.1	MO	Material Handling Equip. (Lull)	01622	0	0	2000	28,299	0	0	28,299
283.0	C\$	Insurance-Rental Equipment		0	0	1.5	424	0	0	424
1.0	LS	Legal Expense		0	0	5000	5,000	0	0	5,000
11,287.4	%L	Labor Escalation		3.50%	395	0	0	0	0	395
11,682	%L	Safety Bonus		0	0	1.00%	117	0	0	117
11,682.5	%L	P.T. & i.				31.23%	3,648	0	0	3,648
11,682.5	%L	PCE Burden				20.76%	2,425	0	0	2,425
TOTAL- Jobsite General Conditions					11,682		449,262		30,230	491,174

4-R

SHEET 4

The Haskell Company
Nassau County Judicial Complex
Nassau County, Florida

ESTIMATE SUMMARY
Direct Labor & Personnel Costs

PROJECT NAME: Nassau County Judicial Complex				REV DATE: 3/25/02						
PROJECT NO.: 41177301				FILE NAME:						
REVISION NO.:				ESTIMATOR: CLM CHECKED:						
TIME ON JOB: 580		DAYS 82.9		WEEKS 19.1		MONTHS				
QTY	U/M	DESCRIPTION	CODE	LABOR		MATERIAL & EQUIP		SUBCONTRACT		TOTAL
				U/C	TOTAL	U/C	TOTAL	U/C	TOTAL	
PROJECT MANAGEMENT										
Labor										
Project Administration										
250.0	HR	Estimator	01133	35	8,750	0	0	0	0	8,750
On-Site Project Management										
76.0	WK	Project Manager	01111	1,600	121,600	0	0	0	0	121,600
76.0	WK	Assistant Project Manager	01112	1,000	76,000	0	0	0	0	76,000
76.0	WK	Direct Purchase Order/Doc. Control	01114	500	38,000	0	0	0	0	38,000
76.0	WK	Field Clerk / Administrative Assistar	01115	480	36,480	0	0	0	0	36,480
76.0	DY	Quality Assurance	01118	250	19,000	0	0	0	0	19,000
Field Supervision										
76.0	WK	Superintendent	01121	1,500	114,000	0	0	0	0	114,000
76.0	WK	Assistant Superintendent	01122	800	60,800	0	0	0	0	60,800
50.0	WK	MEP Coordinator/Start-up	01123	1,000	50,000	0	0	0	0	50,000
28.0	DY	Safety Officer	01126	280	7,840	0	0	0	0	7,840
Personnel Costs										
19.1	MO	Project Manager Auto. Allow.	01111	0	0	400	7,660	0	0	7,660
19.1	MO	Construction Travel / Trips	01342	0	0	200	3,830	0	0	3,830
523,720	%/Labor	Bonuses	01831			1%	5,237	0	0	5,237
523,720	%/Labor	Labor Escalation	01832	3.5%	18,330	0%	0	0	0	18,330
550,800	%/Labor	PT&I	01841			31.23%	172,015	0	0	172,015
240,649	%/Labor	PCE Benefits	01842			20.76%	49,959	0	0	49,959
310,152	%/Labor	Admin Premium	01843			12.16%	37,714	0	0	37,714
TOTAL- Direct Labor & Personnel Costs					550,800		276,415		0	827,215

SB

SA

SHEETS

YULEE, FLORIDA
APRIL 10, 2002

The Nassau County Board of County Commissioners met in Special Session this 10th day of April 2002 at 5:30 P.M. Present were Chairman Nick D. Deonas and Commissioners David C. Howard, Vickie Samus, Floyd L. Vanzant, and Marianne Marshall. Also present were Walter D. Gossett, County Coordinator; Michael S. Mullin, County Attorney; Margie Armstrong, Administrative Department Head; and Joan Blanchard, Executive Assistant.

The Chairman called the meeting to order and stated that the purpose of the meeting was the consideration of a request for a waiver on Hamp Hicks Road and the consideration of a Guaranteed Maximum Price from the Haskell Company for the Judicial Complex.

5:36 The Board considered a request from Alva Slawson for a variance on an existing 30-foot right-of-way known as Hamp Hicks Road. For the record, Mr. D'Amato, Public Works Director, stated that Mr. Slawson's request was denied by the Public Works Department due to the fact that the Nassau County Roadway and Drainage Standards, Ordinance 99-17, requires the minimum right-of-way width for a local road to be 60 feet. Mr. D'Amato stated that, if this request is approved, he would be requesting funds from the Board for

guardrail structures and other structures to be added to the road to ensure that the public is protected due to the insufficient width of the right-of-way. Mr. Mullin stated that Mr. Slawson, the buyer of the property, has indicated that he was not aware of any Land Development Regulation that restricts permits based upon the 30-foot road. Also, Mr. Higginbotham, the seller, and who is in the development business, has stated that he was not aware of the Land Development Regulations that have been in existence for five years. Mr. Higginbotham is now aware of this restriction. Mr. Slawson appeared before the Board and stated that, as a homeowner, he would have no objection to road improvements. He further stated that he would be willing to give 15 feet of his property to the County for future road widening. It was moved by Commissioner Howard and seconded by Commissioner Marshall to approve a request from Alva Slawson to grant a variance to enable him to utilize Hamp Hicks Road to access his property. Commissioner Howard amended his motion to accept Mr. Slawson's donation of 15 feet of his property for future road widening. Commissioner Marshall seconded the motion as amended. The motion, as amended, carried unanimously.

5:54 Mr. Mullin questioned whether Mr. Higginbotham had any questions related to the Land Development

Regulations and future sales in that area. Mr. Higginbotham responded, "I have no questions. I understand it clearly."

5:55 The Board considered the Guaranteed Maximum Price (GMP) from the Haskell Company for the Judicial Complex. Mr. Mullin stated that the Board had requested the architect, Don Dwore, to be present to make a presentation and answer questions. Mr. Mullin suggested that, after Mr. Dwore's presentation, the Board request the Haskell Company to give the Board the last Guaranteed Maximum Price and then contractually the Board would either accept or reject the GMP.

The Board recessed at 5:57 P.M. and reconvened at 6:05 P.M.

6:05 Mr. Dwore addressed the value engineering items and then explained the GMP and the bidding methods in pricing a project. He stated that the final number comes down, after the GMP, when it is bid out. It was his opinion that a reasonable buy-out could be 5 per cent.

6:17 Mr. Gossett inquired as to whether the GMP, at the time the value engineering (VE) options are adopted, can be adjusted downward to reflect those VE options if it is accomplished prior to bid. Mr. Dwore also was of the opinion that the contract allows for that.

6:33 In response to an inquiry from Chairman Deonas, Mr. Dwore stated that his estimated price for the construction of the Courthouse is \$16,280,992.

6:34 Denise Ramsey, The Haskell Company Project Executive, appeared before the Board and requested advice from the Board on their desired method for the presentation of the Value Engineering (VE) costs. The Board recessed at 6:35 P.M. and reconvened at 6:46 P.M. to allow The Haskell Company to confirm cost figures.

6:46 Ms. Ramsey stated that she concurs with the VE amounts that Mr. Dwore recommends, totaling \$603,870. She stated that under General Conditions, they have removed the computer costs, reducing that amount from \$491,174 to \$478,574. Under Direct Labor and Personnel Costs, they will remove the MEP Coordinator, requesting to come back to the Board at a future time, if it can be demonstrated because of the progress of the work and the complexities that person is required, to come back to the Board to bring that person back later, reducing that figure from \$827,215 to \$748,062. Ms. Ramsey stated that when this was recalculated they moved the VE back up under sales tax savings that would take the fee off that as well. They moved the \$603,870 up with the \$300,000 credit on sales tax savings. The Sub Total Cost of Construction less GC's,

Bonds, and Insurance that was \$14,907,122 is reduced to \$14,303,252. The General Conditions are now \$478,574, down from \$491,174, and the Direct Labor & Personnel Costs are \$748,062, down from \$827,215. The Sub Total Cost of Work Including General Conditions is reduced to \$15,529,888, down from \$16,225,511. It was agreed to reduce the CM Contingency on Direct Costs from 4 per cent to 3 per cent, reducing the cost from \$608,285 to \$456,214 for a Sub Total Construction Cost (Including CM Contingency) of \$15,986,102, down from \$16,833,796. The Construction Manager's Fee is reduced to \$839,270 from \$883,774. Preconstruction Services in the amount of \$36,907 is unchanged. The Sub Total less Bonds and Insurance is reduced to \$16,862,279 down from \$17,754,478. The General Liability Insurance is reduced to \$172,350 down from \$177,600. The Builder's Risk Insurance is reduced to \$34,069, down from \$35,864. The Construction Manager Payment/Performance Bonds are reduced to \$108,539 down from \$111,558. Ms. Ramsey stated the Guaranteed Maximum Price is \$17,177,237. She then stated that, if the Permit Fees were to be added into the contract, the total Project Cost Estimate GMP would be \$17,235,126. Mr. Gossett stated that the Board would pay the Permit Fees direct and it is not necessary to have that included in the GMP. The

Contingency was discussed. Mr. Gossett clarified that once the bids are in, the GMP is adjusted downward to reflect any savings in the buy-out. He also stated that, if the Contingency is kept in the GMP, he would like to have the ability to reduce the Contingency when major milestones are reached rather than waiting until the end of the project. Chuck Mitchell of The Haskell Company agreed that they typically credit back to the County a portion of the Contingency when they complete a major scope of work. Mr. Mullin explained that the Contingency is the safety net in the event the contractor is at greater risk than they think they are in quoting the final figure. Mr. Mitchell stated that in the projects they have completed on a Construction Management (CM) basis, in almost every case, they have returned money either in the form of credit back to the owner at the end or at some point in the project or the owner has opted to expend the funds on another item. Mr. Mitchell stated that they typically utilize the Contingency for either missed scopes of work, errors in documents, or conflicts in documents with subcontractors. After much discussion, Mr. Gossett felt that "Contingency" needs to be defined. The Board recessed at 7:12 P.M. and reconvened at 7:25 P.M.

7:25 Mr. Mitchell clarified that the Contingency is for the missing items, drawings, etc., approved by the staff before it can be utilized, and it will not be utilized for the cost of "widgets". It is exactly for what was discussed: conflicts in drawings, conflicts between subcontractors, possibly missed scopes of work, anything that is unforeseen. Mr. Mullin questioned Mr. Mitchell regarding the event that all of the bids come in over the figure supplied to the Board. Mr. Mitchell responded that The Haskell Company would have a problem, and the Contingency would not be used in that case. After much discussion on whether or not the Contingency should be in the GMP, Chairman Deonas expressed his concerns related to several areas of the contract. Commissioner Samus expressed her concerns regarding the Administrative Costs and the General Conditions.

7:55 Arthur Jacobs, Attorney, appeared before the Board and addressed the concerns expressed by Board Members.

8:06 Mr. Dwore reiterated that the project would have to go through the bidding process before arriving at a number anywhere near his first estimate of the final cost which is approximately \$1 million less than the proposed GMP.

8:09 Mr. Mullin reminded the Board that if the project goes through the buy-down period, and at the end of that period there is not a \$1 million savings, then there is no ability at that time to reject the GMP. The only ability to do that is now. He further stated that, the central question is, when Haskell has given the Board their final number at this time, and the Contingency has been defined, the Board is to either accept the GMP or reject it. Mr. Mullin referred to the contract, and under the Supplemental Conditions it states that in the event Construction Manager and Owner fail to reach an agreement on the GMP, Owner may elect to terminate this agreement. He again stressed the importance of the Board addressing the Contingency. Mr. Gossett stated, if there is a milestone, and both the Contractor and the County agree that that could be a deductive change order, they could issue that at any time without any change in the contract. He suggested moving it down and not automatically applying the 5.25 per cent to it, but keep it in the GMP. If the Contractor draws against the Contingency, they would add the 5.25 to the draw. It would be still in the GMP, and the Board would owe the Contractor on any work performed that is covered in the contract. Mr. Jacobs stated that, on behalf of

Haskell, they would accept that. The Board then recessed at 8:16 P.M. and reconvened at 8:25 P.M.

8:25 After further discussion of items in question, Mr. Jacobs stated that they would remove from the contract the legal expense item; the Sales Tax Savings was negotiated higher; the Contingency was reduced by 25 per cent, from 4 to 3 per cent; and Mr. Jacobs agreed that when agreed-upon milestones are reached, Contingency funds would be released back to the Board. Mr. Dwore explained that in Value Engineering when something is changed that causes the architect/engineer to redesign, that those costs are paid for. Mr. Jacobs addressed site security and stated that the Contractor is entirely responsible for the Courthouse, and they accept that. Mr. Mitchell agreed with that. Mr. Jacobs continued addressing Chairman Deonas' concerns. In summary, Mr. Jacobs stated that the Board is in a win-win situation with this contract since increased prices would come out of their GMP, not the Contingency, and the Board would receive the benefit of a low bid as well.

8:37 Ms. Ramsey addressed the Board and stated that the previous Total Project Cost was \$17,177,237 which was the GMP prior to the permitting and the elimination of the fee on the Contingency and the legal expenses. The new GMP total is \$17,147,053.

8:47 After discussion, it was moved by Commissioner Marshall and seconded by Commissioner Vanzant to accept the Guaranteed Maximum Price in the amount of \$17,147,053.00 as presented by The Haskell Company for the construction of the Nassau County Judicial Complex. The motion carried 4-1 with Chairman Deonas voting nay.

There being no further business, the Board adjourned at 8:49 P.M.

CHAIRMAN

ATTEST:

EX-OFFICIO CLERK

NOTICE TO PROCEED

TO: THE HASKELL COMPANY
111 RIVERSIDE AVENUE
JACKSONVILLE, FL

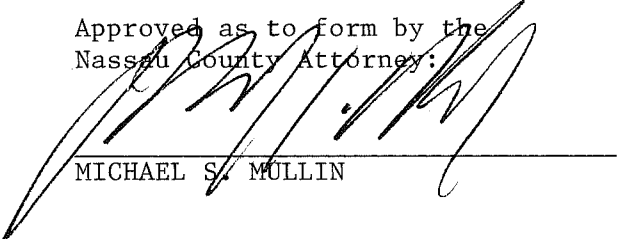
Pursuant to the Design Build Agreement dated June 12, 2002, between Nassau County, Florida, and The Haskell Company, you are hereby authorized to proceed with the Scope of Work to perform the necessary services relative to the Records Storage Building for the Courthouse Annex facility, as approved by the Board of County Commissioners on May 20, 2002. The costs for said work shall not exceed Six Hundred Ninety Eight Thousand Eight Hundred and Eighty Three (\$698,883.00).

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

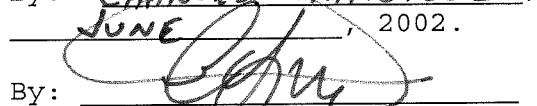
ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

By: CHARLES L. MITCHELL, this the 27TH day of JUNE, 2002.


By: _____
Title: VICE PRESIDENT

Admin

NOTICE OF COMMENCEMENT

(PREPARE IN DUPLICATE)

Permit No. _____ Tax Folio No. _____
State of Florida County of Nassau

To whom it may concern:

The undersigned hereby informs you that improvements will be made to certain real property, and in accordance with Section 713 of the Florida Statutes, the following information is stated in this NOTICE OF COMMENCEMENT.

Rec 6.00
cc 2.00
S.00

Legal description of property being improved: _____ Parcel ID No. 07-2N-27-0000-0001-0060

Address of property being improved: 76961 William Burgess Boulevard,
Yulee, Florida 32097

General description of improvements: Construction of a new single-story storage building

Owner Nassau County Board of County Commissioners
Address 213 Nassau Place, Yulee, Florida 32097

Owner's interest in site of the improvement _____
Fee Simple Titleholder (if other than owner) _____
Name _____
Address _____

Contractor The Haskell Company
Address 111 Riverside Avenue, Jacksonville, Florida 32231

Phone No. (904)+791-4500 Fax No. (904)+791-4697

Surety (if any) Willis of Florida
Address 7650 Courtney Campbell Causeway, Suite 920, Tampa, Florida 33607

Amount of Bond \$ 698,883
Phone No. (813)+281-2095 Fax No. (813)+281-2234

Name and address of any person making a loan for the construction of the improvements.
Name _____
Address _____
Phone No. _____ Fax No. _____

Name of person within the State of Florida, other than himself, designated by owner whom notices or other documents may be served:
Name Nassau County Clerk of Courts

Address 191 Nassau Place, Yulee, Florida 32097

Phone No. (904)+321-5800 Fax No. (904)+321-5795

In addition to himself, owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.06(2) (b), Florida Statutes. (Fill in at Owner's option).
Name _____
Address _____
Phone No. _____ Fax No. _____

Expiration date of Notice of Commencement (the expiration date is one (1) year from the date of recording unless a different date is specified): July 31, 2003

THIS SPACE FOR RECORDER'S USE ONLY

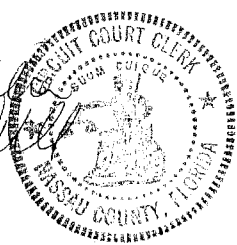
Doc# 200225243
Book: 1071
Page: 1544
Filed & Recorded
07/30/2002 12:12:41 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING \$ 5.00
TRUST FUND \$ 1.00
COPY/CERTIFICAT \$ 1.00
COPY \$ 1.00

OWNER
Signed: [Signature] Date: 7-29-02
Before me this 29th day of July in the
County of Nassau, State of Florida, has personally appeared
Walter D. Gossett

Notary Public at Large, State of Florida, County of Nassau
My commission expires: _____
Personally Know _____
Produced Identification _____
SANDRA S. BURCH
Notary Public, State of Florida
My comm. expires June 18, 2006
Comm. No. DD 127075

A CERTIFIED TRUE COPY

[Signature]
Clerk Circuit / County Court
Nassau County, Florida



Return to Joyce Admin

NOTICE OF COMMENCEMENT

(PREPARE IN DUPLICATE)

Permit No. _____ Tax Folio No. _____
State of Florida County of Nassau

To whom it may concern:

The undersigned hereby informs you that improvements will be made to certain real property, and in accordance with Section 713 of the Florida Statutes, the following information is stated in this NOTICE OF COMMENCEMENT.

Legal description of property being improved: _____ Parcel ID No. 07-2N-27-0000-0001-0060

Address of property being improved: 24100 William Burgess Boulevard,
Yulee, Florida 32097

General description of improvements: Construction of a new three-story county criminal justice center.

Owner Nassau County Board of County Commissioners

Address 213 Nassau Place, Yulee, Florida 32097

Owner's interest in site of the improvement _____

Fee Simple Titleholder (if other than owner) _____

Name _____

Address _____

Contractor The Haskell Company

Address 111 Riverside Avenue, Jacksonville, Florida 32231

Phone No. (904)+791-4500 Fax No. (904)+791-4697

Surety (if any) Willis of Florida

Address 7650 Courtney Campbell Causeway, Suite 920, Tampa, Florida 33607

Amount of Bond \$ 17,147,053.00

Phone No. (813)+281-2095 Fax No. (813)+281-2234

Name and address of any person making a loan for the construction of the improvements.

Name _____

Address _____

Phone No. _____ Fax No. _____

Name of person within the State of Florida, other than himself, designated by owner whom notices or other documents may be served:

Name: Nassau County Clerk of Courts

Address 191 Nassau Place, Yulee, Florida 32097

Phone No. (904)+321-5800 Fax No. (904)+321-5795

In addition to himself, owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.06(2) (b), Florida Statutes. (Fill in at Owner's option).

Name _____

Address _____

Phone No. _____ Fax No. _____

Expiration date of Notice of Commencement (the expiration date is one (1) year from the date of recording unless a different date is specified): January 31, 2004

THIS SPACE FOR RECORDER'S USE ONLY

Doc# 200225244
Book: 1071
Page: 1545
Filed & Recorded
07/30/2002 12:12:41 PM
J. H. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING \$ 5.00
TRUST FUND \$ 1.00
COPY/CERTIFICAT \$ 1.00
COPY \$ 1.00

OWNER
Signed Walter D. Bossett Date: 7-29-02
Before me this 29th day of July in the
Nassau County of Duval, State of Florida, has personally appeared
Walter D. Bossett

Notary Public at Large, State of Florida, County of Nassau
My commission expires: _____
Notary Public, State of Florida
My comm. expires June 18, 2006
Comm. No. 0D 127075

A-CERTIFIED TRUE COPY

J. H. Oxley Jr.
Clerk Circuit / County Court
Nassau County, Florida

