AGREEMENT

THIS AGREEMENT entered into this 13th day of November, 2002, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and AMERICAN LIGHTING AND SIGNALIZATION, INC., doing business as (a corporation, a partnership, or an individual), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

- 1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for *Amelia Island Parkway/Fletcher Avenue Signalization* NASSAU COUNTY, FLORIDA, BID NO. NC018-02, hereinafter referred to as the "Work".
- 2. The Work includes, but is not limited to, Addition of northbound and southbound left turn lanes on Fletcher Avenue and westbound left turn lane on Amelia Island Parkway; Construction of signalized mast arms. All Work is to be performed per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2000, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.
- 3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALLY** complete the same within one hundred twenty (120) consecutive calendar days, and fully complete the project in a total of one hundred fifty (150) days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100

Dollars (\$300.00) per calendar day or any part thereof elapsing between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

Three Hundred Seven Thousand Seventeen Dollars and 30/100 (Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

- 5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 6. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Sworn Statement
- e. Bid Bond
- f. Agreement
- g. Notice of Award
- h. Notice to Proceed
- i. Change Order Request
- j. Performance Bond
- k. Payment Bond
- 1. Hold Harmless Agreement
- m. General Conditions
- n. Special Provisions (Roadway and Utilities)
- o. Technical Special Provisions
- p. Specifications prepared by the Engineer
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).
- 9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA

NICK DEONAS

Its: Chairman

ATTEST:

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

Approved as to form by the Nassau County Attorney

CONTRACTOR:

AMERICAN LIGHTING AND SIGNALIZATION, INC.

NOTICE OF AWARD

TO: AMERICAN LIGHTING AND SIGNALIZATION, INC.

11747 PHILLIPS HIGHWAY

JACKSONVILLE, FL 32256

PROJECT DESCRIPTION:

Amelia Island Parkway/Fletcher Avenue Signalization NASSAU COUNTY, FLORIDA Bid No. NCO18-02

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated September 27, 2002, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$307,017.30.

You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as such you forfeit your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

DATED this 19th day of November, 2002.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

NICK DEONAS

Its: Chairman

ATTEST:

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

Approved as to form by the Nassau County Attorney

MICHAELS. MYLLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

american Lighting & Signalization, Inc., this 21st day of November 2, 2002.

By: James K. Hardiman

Its: Vill President

NOTICE TO PROCEED

DATE: NOVEMBER 19, 2002 PROJECT: BID NO. NC018-02

To: AMERICAN LIGHTING AND SIGNALIZATION, INC.

11747 PHILLIPS HIGHWAY

JACKSONVILLE, FL 32256

You are hereby notified to commence work in accordance with the Agreement dated the 13th day of November, 2002, on or before the 4th day of December, 2002, and you are to substantially complete the Work within 120 consecutive calendar days, and fully complete the Project in a total of 150 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore April 18, 2003.

OWNER:

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

NICK DEØNAS

Its: Chairman

ATTEST:

J. M. "CHIP" OXLEÝ, JR.

Its: Ex-Officio Clerk

Approved as to form by the

Nassau Roupty Attorney

MICHAEL & MILLEN

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged by:

american Righting & Signalization, en this 215th day of November , 2002.

By: James R. Hardiman

Its: <u>Vice President</u>

Nassau County Department of Public Works		County Contractor	
		Field	
		Other	
CHANGE	ORDER REQU	EST	
PROJECT:	CHANGE OR	DER NUMBER:	
	DATE:		
	CONTRAC	T NUMBER:	
TO CONTRACTOR:			
The Contract is changed as follow			
Original Contract Sum	\$		
Net change by Previous Change Or	der \$	and the second s	
Contract Sum Prior to This Chang	e Order \$	And well	
Amount of This Change Order (Add	/Deduct) \$	******	
New Contract Sum, Including this Order	Change \$		
The Contract Time for substa (decreased) (unchanged) by			e (increased)
This document, when signed by all the Contract and all provisions	ll parties, of the Contr	shall become ar act shall apply	amendment to hereto.
RECOMMENDED BY: Resident Proje	ct Represent	DATE: ative	
ACCEPTED BY:		DATE:	
Contractor Approved by:		DATE:	
Board of Count Or their Desi	-	ers	

<i>A</i>	RODUCER Aon Risk Services, Inc. of P One Liberty Place, Suite 10	'Α	CONFERS NO RIGHT	S UPON THE CER	ATTER OF INFORMATION RTIFICATE HOLDER. THE RECOVERAGE AFF	IS CEF	RTIFICATE	
	Philadelphia, PA 19103 HAMERI-001: NASSA REG	GION CODE 150	IN	SURERS AFFO	ORDING COVERAG	E		
IN:	SURED		NSURER A: LIBER	RTY MUTUAL FIRE	INSURANCE COMPAN	Υ		
	AMERICAN LIGHTING & SIG ALS OF NORTH CAROLINA.		INSURER B: LIBERTY MUTUAL INSURANCE CORP					
	AND ALL SUBSIDIARY COM		INSURER C:					
	708 BLAIR MILL ROAD		***		- Marian			
	WILLOW GROVE, PA 19090-	1784	NSURER D:					
		1	NSURER E:					
00	THE POLICIES OF INSURANCE LISTE NOTWITHSTANDING ANY REQUIREM CERTIFICATE MAY BE ISSUED OR MA THE TERMS, EXCLUSIONS AND CONI	ENT, TERM OR CONDITION OF AN AY PERTAIN. THE INSURANCE AF	Y CONTRACT OR OTHE FORDED BY THE POLIC	ER DOCUMENT WITH	RESPECT TO WHICH THIS REIN IS SUBJECT TO ALL REDUCED BY PAID CLAIM	S.		
.TR		FOLICT NUMBER	EFFECTIVE DATE	DATE (MM/DD/YY)	LIMI	TS		
Α	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$	1,000,000	
	CLAIMS MADE X OCCUR.	RG2-631-004328-032	8/1/02	8/1/03	FIRE DAMAGE (Any one fire)	\$	50,000	
	X Owners & Contractors Protective				MED EXP (Any one person)	\$	5,000	
	X Broad Form Contractual				PERSONAL ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	2,000,000	
	POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$	1,000,000	
Α	AUTOMOBILE LIABILITY X ANY AUTO	AS2-631-004328-052(AOS) 8/1/02	8/1/03	Combined Single Limit (Ea accident)	\$	1,000,000	
	ALL OWNED AUTOS SCHEDULED AUTOS	AS2-631-004328-062(OH)	8/1/02	8/1/03	BODILY INJURY (Per Person)	\$		
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per Accident)	\$		
					PROPERTY DAMAGES (Per accident)	\$		
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT:	\$		
					OTHER THAN EA ACC: AUTO ONLY: AGG	\$		
	EXCESS LIABILITY				EACH OCCURENCE	\$		
	OCCUR CLAIMS MADE				AGGREGATE	\$		
	DEDUCTIBLE RETENTION							
	WORKERS' COMPENSATION AND	WA2-63D-004328-012(AO	S) 8/1/02	8/1/03	X WC STATU- OTH-			
A	EMPLOYERS' LIABILITY	WC2-631-004328-022	8/1/02	8/1/03	TORY ER			
					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$	1,000,000 1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
	OTHER X-S WC-EMP LIABILITY	EW7-63N-004328-102	8/1/02		\$1M EACH ACC / DIS XS STATUTORY SIR			

CERTIFICATE HOLDER ADDITIONAL INSURED, INSURER LETTER

NASSAU COUNTY BOARD OF **COUNTY COMMISSIONERS** P.O. BOX 1010 FERNANDING BEACH, FL 32035-1010 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Terry a admoss

© ACORD CORPORATION 1988

PERFORMANCE BOND

ALL PERSONS ΒY THESE PRESENTS: AMERICAN LIGHTING & SIGNALIZATION, INC. (Name of Contractor) 11747 PHILLIPS HIGHWAY, JACKSONVILLE, FT. 32256 (Address Contractor), a <u>CORPORATION</u>, (corporation, partnership, individual), hereinafter called Principal . TRAVEIERS CASTALLY AND STREETY COMPANY OF AMERICA (Name of Surety), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred THOUSAND to as Owner, total aggregate penal sum of SEVENTEEN AND 30/100 Dollars (\$307,017.30----), in lawful money of the United States, for the payment of which sum well and truly to be bind ourselves, our heirs, executors. administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the $\frac{21ST}{}$ day of $\frac{NOVEMBER}{}$, 2002, a copy of which is attached hereto and made a part hereof for the construction of:

Amelia Island Parkway/Fletcher Avenue Signalization NASSAU COUNTY, FLORIDA Bid No. NCO18-02

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any and all extensions thereof which may be granted by the Owner, with or without NOTICE TO THE SURETY and during the one (1) year guaranty period and IF THE PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reasons of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect

contensignature by: William I. Parker, Resident Florida Agent

its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or attain to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more the twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term whether this Bond and Amendment, wherever used in referring to this Bond, the Contract, or the Loan Documents addition, extension, include any alteration, modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in $\frac{3}{21}$ (number), one of which shall be deemed an original, this $\frac{21}{21}$ day of $\frac{1}{2002}$.

AMERICAN LIGHTING & SIGNALIZATION, INC.

Principal

ATTEST:

(Principal) Segretary

BV:

Joseph P. Dwyer Secretary-Treasurer

Dennis A. Stapola Asst. Secretary

(Seal)

(Witness as to Principal)

11747 PHILLIPS HIGHWAY

(address)

JACKSONVILLE, FL 32256

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

1,

Richard (A. Jacobus, Attorney-in-Fact

12

witness as to Surety

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: Darella White, Richard G. Dicciani, Richard A. Jacobus, Neil C. Donovan, Mary C. O'Leary, Douglas R. Wheeler, of Philadelphia, Pennsylvania, 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, 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.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2002

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
CASH & INVESTED CASH BONDS STOCK OTHER INVESTED ASSETS NVESTMENT INCOME DUE AND ACCRUED PREMIUM BALANCES REINSURANCE RECOVERABLE FEDERAL INC. TAX RECOVERABLE RECEIVABLE FOR SECURITIES OTHER ASSETS	\$ 224,300,057 1,398,204,095 25,007,394 16,521,277 107,690,355 20,757,791 18,753,589 138,930,837 (853,143)	UNEARNED PREMIUMS LOSSES LOSS ADJÚSTMENT EXPENSES ACCRUED EXPENSES AND OTHER LIABILITIES PROVISION FOR REINSURANCE PAYABLE FOR SECURITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS SURPLUS TO POLICYHOLDERS	\$ 378,656,705 351,832,759 81,920,760 223,161,486 25,036,551 193,016,458 1,253,624,719
TOTAL	\$ 1,949,312,252	TOTAL	\$ 1,949,312,252

STATE OF CONNECTICUT

SUBSCRIBED AND SWORN TO BE THIS

7TH DAY OF OCTOBER, 2002

COUNTY OF HARTFORD

)SS.

)

CITY OF HARTFORD

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT, BOND, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2002.

VICE PRESIDENT, BOND

NOTARKELIBLIC

WY COUMISSION EXPIRES JUNE 30, 2006

PAYMENT BOND

THESE PRESENTS: \mathtt{BY} PERSONS ALL KNOW (Name of Contractor) AMERICAN LIGHTING & SIGNALIZATION, INC. (Address 11747 PHILLIPS HIGHWAY, JACKSONVILLE, FL 32256 CORPORATION , (corporation, partnership, Contractor), a Principal, called hereinafter individual), TRAVELERS CASTALLY AND SKELY COMPANY OF AMERICA (Name of Surety), hereinafter referred to as Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1010, Fernandina Beach, FL 32035, hereinafter referred Owner, and unto all persons, firms, corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of Seventeen and 30/100 pollars (5307,017.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Amelia Island Parkway/Fletcher Avenue Signalization NASSAU COUNTY, FLORIDA Bid No. NCO18-02

NOW, THEREFORE, if the Principal shall promptly make payment of all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work, including that by a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Principal to its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notices shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or server in any manner in which legal process may be served in the State of Florida, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful

performance of the Contract as so amended. The term Amendment, wherever used in this Bond and whether referring to this Bond, the contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in ³______ (number), one of which shall be deemed an original, this 21ST day of NOVEMBER , 2002.

PRINCIPAL:

AMERICAN LIGHTING & SIGNALIZATON, INC.

Dennis A. Stapola Asst. Secretary	By Joseph P. Dwyer Its: Secretary-Treasurer
(Princed, Name of Witness)	
Iny Buelow	
Ivy Buelow	
(Frinzed Name of Witness)	SURETY: AND SURETY COMPANY OF AMERICA
	RAVELERS CASUALTY AND SURETY COMPANY OF
()	The state of the s
Men	By: RICHARD A. JACOBUS
ANNETTE LEUSCHNER	Its: ATTORNEY-IN-FACT
(Printed Name of Witness)	103.
	hangi gnature
Sunch J. Janus	Countersignature
SANDRA E. BRONSON	By: William Q-Oaklog Agent Florida Agent
(Princed Name of Witness)	William L. Parker, Resident
	or he prior to the date of the

NOTE: Date of Bond must not be prior to the date of the Contract.

If Contractor is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department s most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida.

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: Darella White, Richard G. Dicciani, Richard A. Jacobus, Neil C. Donovan, Mary C. O'Leary, Douglas R. Wheeler, of Philadelphia, Pennsylvania, 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, 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.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2002

CAPITAL STOCK \$ 6,000,000

ASSETS		Liabil	LITIES	
CASH & INVESTED CASH BONDS STOCK OTHER INVESTED ASSETS INVESTMENT INCOME DUE AND ACCRUED PREMIUM BALANCES REINSURANCE RECOVERABLE FEDERAL INC. TAX RECOVERABLE RECEIVABLE FOR SECURITIES OTHER ASSETS	\$ 224,300,057 1,398,204,095 25,007,394 - 16,521,277 107,690,355 20,757,791 18,753,589 138,930,837 (853,143)	UNEARNED PREMIUMS LOSSES LOSS ADJUSTMENT EXPENSES ACCRUED EXPENSES AND OTHER LIABILITIES PROVISION FOR REINSURANCE PAYABLE FOR SECURITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS SURPLUS TO POLICYHOLDERS	\$ 6,000,000 303,297,402 386,390,131	\$ 378,656,705 351,832,759 81,920,760 223,161,486 25,036,551 193,016,458 1,253,624,719
FOTAL .	\$ 1,949,312,252	TOTAL .	-	\$ 1,949,312,252

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)SS.

CITY OF HARTFORD)

SUBSCRIBED AND SWORM WAS ORE ME THIS

7TH DAY OF OCTOBER, 2002

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT, BOND, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2002.

VICE PRESIDENT BOND

TOTARY-PUBLIC

WY COLOMISSION EXPIRES JUNE 30, 2006

HOLD HARMLESS AGREEMENT

Merican Lighting & Signal, Inc. (Contractor), its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless, and defend the Board of County Commissioners of Nassau County, Florida, and the damage, cost, charge, expense, suit and/or action, including attorney s fees and all costs of litigations and judgment of every name and description brought against the Owner as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the Contractor, its agents, servants, or employees during and as a result of the performance under this Contract whether direct or indirect, and whether to any person or property to which the Owner or said parties may be subject.

Name of Firm: american Righting 3 Signalization, ene
Name of Agent: James R. Hardinan
Title of Agent: Vice President
Signature of Agent:
Date: November 21st, 2002

GENERAL CONDITIONS

SECTION:

- 1. Definitions
- 2. Additional Instructions and Detail Drawings
- 3. Schedules, Reports and Records
- 4. Drawings and Specifications
- 5. Shop Drawings
- 6. Materials, Services, and Facilities
- 7. Inspection and Testing
- 8. Substitutions
- 9. Patents
- 10. Surveys, Permits, Regulations
- 11. Protection of Work, Property, Persons
- 12. Supervision by Contractor
- 13. Changes in the Work
- 14. Unit Price Work
- 15. Changes in Contract Price
- 16. Time for Completion and Liquidated Damages
- 17. Correction of Work
- 18. Subsurface Conditions
- 19. Suspension of Work, Termination, and Delay
- 20. Payment to Contractor
- 21. Acceptance of Final Payment as Release
- 22. Insurance
- 23. Contract Security
- 24. Assignments
- 25. Indemnification
- 26. Separate Contracts
- 27. Subcontracting
- 28. Engineer's Authority
- 29. Land and Right-of-Way
- 30. Guaranty
- 31. Disputes
- 32. Taxes
- 33. Determination of Lowest Qualified Bidder
- 34. Acceptance and Rejections of Proposals
- 35. Pre-Construction Conference
- 36. Experience-Process Equipment Manufacturers
- 37. As-Built Records
- 38. Operating, Maintenance, and Service Manuals
- 39. Operating Instructions
- 40. Examination of Plans, Sites, Etc.
- 41. Florida Deceptive and Unfair Trade Practices Act

1. Definitions:

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

- (a) Addenda written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections; a change made prior to bid opening.
- (b) Application for Payment the form accepted by the Owner which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- (c) **Bid** the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- (d) **Bidder** any person, firm, or corporation submitting a Bid for the Work.
- (e) **Bonds** Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.
- (f) Change Order a written order to the Contractor, which is signed by the Contractor and the Owner, authorizing an addition, deletion, or revision to the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- (g) Contract Documents the Contract Documents are defined as those listed in the Agreement and together, comprise the entire Agreement between Owner and Contractor.
- (h) **Contract Price** the total monies payable to the Contractor under the terms and conditions of the Contract Documents subject to the provisions of General Condition, Section 15.

- (i) **Contract Time** the number of consecutive calendar days stated in the Contract Documents for substantial or full completion of the Work.
- (j) **Contractor** the person, firm, or corporation with whom the Owner has executed the Agreement.
- (k) **Drawings** the part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- (1) Field Order a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner or its Resident Project Representative(s) to the Contractor during construction.
- (m) **Engineer** the person, firm, or corporation with whom the Owner has contracted for this Project for engineering services.
- (m) **Notice of Award** written notice of acceptance of the Bid from the Owner to the successful Bidder.
- (n) **Notice to Proceed** Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- (o) **Owner** Board of County Commissioners of Nassau County, Florida.
- (p) **Project** the undertaking to be performed as provided in the Contract Documents.
- (q) Resident Project Representative(s) the authorized representative(s) of the Owner who is/are assigned to the Project site or any part thereof.
- (r) Shop Drawings all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

- (s) **Specifications** a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.
- (t) Subcontractors an individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.
 - (u) Substantial Completion that date as certified by the Owner or its Resident Project Representative(s) when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part thereof can be utilized for the purposes for which it is intended.
 - (v) Supplemental General Conditions modifications to General Conditions required by a Federal Agency for participation in the Project and approved by the Agency in writing prior to inclusion in the Contract Documents.
 - (w) **Suppliers** any person, supplier, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
 - (x) Underground Facilities all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, which have been installed underground to furnish any of the following services or underground to furnish any of the following petroleum electricity, gases, steam, liquid petroleum telephone or other communications, cable products, telephone or other communications, or other television, sewage and drainage removal, traffic, or other control systems, or water.
 - (y) Work all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
 - (z) Written Notice any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said

party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. Additional Instruction and Detail Drawings:

The Contractor may be furnished additional instruction and detail drawings by the Owner or its Resident Project Representative(s), as necessary to carry out the Work required by the Contract Documents.

The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. Schedules, Reports, and Records:

The Contractor shall submit to the Owner or Representative(s) such schedule Resident Project schedules, and costs, progress payrolls, quantities reports, estimates, records, and other data as the Owner or Project Representative(s) may Resident concerning Work performed or to be performed.

Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates of which he will start the various parts of the Work, estimated date of completion of each part, and, as applicable, the dates at which special detail drawings will be required; and respective dates for submission of Shop Drawings, the beginning of manufacture; the testing and the installation of materials, supplies, and equipment.

The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work. The schedule shall consist of a detailed breakdown of the contract price, giving the quantities of various kinds of work and the unit prices for materials and labor and total prices thereof.

4. Drawings and Specifications:

Unless otherwise specifically stated herein, or shown on the plans, the 2000 edition of Standard Specifications for Road and Bridge Construction and supplements thereto,

as prepared by the Florida Department of Transportation, in its entirety, shall govern this project.

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner. of

order the governing case of discrepancy, documents shall be as follows:

- Plans 1.
- Special Provisions 2.
- Technical Special Provision 3.
- Road Design, Structures, and Traffic Operations 4. Standards
- Supplemental Specifications 5.
- Standard Specifications

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Owner or its Resident Project Representative(s), in writing, who shall promptly correct or ambiguities inconsistencies done Work the Engineer. discrepancies, consultation with Contractor after his discovery of such done inconsistencies or ambiguities shall be Contractor's risk.

Shop Drawings: 5.

The Contractor shall provide the Owner with Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. Shop Drawings. Engineer's approval of any Shop Drawings shall not release then promptly review all the Contractor from responsibility for deviations from the The approval of the Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Three (3) copies of each shop drawing will be required for submission.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer and the Owner. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer and the Owner.

6. Materials, Services, and Facilities:

It is understood that, except as otherwise specifically stated in the Contract Documents, the specifically stated in the Contract Documents, labor, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, tools, equipment, water, light, power, and all supervision, temporary construction of any nature, and all supervision, temporary construction of any nature whatsoever other services and facilities of any nature whatsoever other services and facilities, and deliver the Work within necessary to execute, complete, and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated the Work shall be located so as to facilitate prompt in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as inspected by the manufacturer.

Materials, supplies, or equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer and the Owner.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

Inspection and Testing: 7.

E

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance FDOT requirements.

The Contractor shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

The Owner shall provide all other inspection and testing services not required by the Contract Documents.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Owner or its Resident Project Contractor will then furnish the Owner or its Resident Representative(s) timely notice Project Representative(s) the required certificates of inspection, testing, or approval.

Neither observations by the Engineer nor inspections, tests, or approval by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Owner or its Resident Project Representative(s) In addition, will at all times have access to the Work. authorized representatives and agents of any participating Federal and State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered prior to acceptance by the Owner or its Resident Project Representative(s) or contrary to the written request of the Owner or its Resident Project Representative(s), it must, if required by the Engineer, be uncovered for his observation and replaced Contractor's expense.

If any Work has been covered which the Owner or its Resident Project Representative(s) has not specifically requested to observe prior to its being covered, or if the Owner or its Resident Project Representative(s) considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Owner or its Resident Project Representative(s)' request, will uncover, for observation, expose, or otherwise make available inspection, or testing as the Owner or its Resident Project Representative(s) may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, If it is found that such Work is defective, expense and equipment. bear all uncovering, exposure, observation, inspection, and testing the of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order will be issued.

Substitutions: 8.

Whenever shown or specified in the Contract Documents, the brands, make of materials, devices or equipment shall be regarded as the design standard. If the Contractor wishes to submit alternate brands, makes of materials, devices or equipment he shall submit to the Owner or its Resident Project Representative(s) supportive data from the manufacturer with his Bid. The alternate items are to be of equal quality, workmanship, durability, performance and economy of operation.

The Contractor shall be, in the event that alternates are approved by the Owner or its Resident Project Representative(s), responsible for any changes in construction at no additional cost to the Owner.

design major which require shall not be approved by the items Alternate construction alterations Project its Resident or the Owner and Engineer Representative(s).

In all cases, new materials shall be used unless this provision is waived by written notice from the Owner and Engineer.

9. Patents:

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner or its Resident Project Representative(s).

10. Surveys, Permits, Regulations:

From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets.

The Contractor shall carefully preserve bench marks, reference points, and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner or its Resident Project Representative(s) in writing and any necessary changes shall be adjusted as provided in Section 13, Changes in Work.

11. Protection of Work, Property, and Persons:

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor will be exclusively responsible for safety. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawn, walks, pavements, roadways, structures and utilities not course in the or replacement relocation removal, construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner or its Resident Project Representative(s), shall act to prevent threatened damage, injury, or loss. He will give the Owner or its Resident Project Representative(s) prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall

thereupon be issued covering the changes and deviations involved.

12. Supervision by Contractor:

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and safety of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site.

The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Supervisor shall be as binding as if given to the Contractor. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

13. Changes in the Work:

The Nassau County Board of County Commissioners or its designee may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time amount due under the Contract Documents, an equitable required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The Owner or its Resident Project Representative(s)
Owner or its Resident Project Representative(s), also, may
at any time, by issuing a Field Order, make changes in the
details of the Work. The Contractor shall proceed with the
performance of any changes in the Work so ordered by the
Owner or its Resident Project Representative(s) unless the
Contractor believes that such Field Order entitles him to a
Contractor believes that such Field Order entitles him to a
change in Contract Price or Time, or both, in which event
he shall give the Owner or its Resident Project
Representative(s) Written Notice thereof within fifteen
(15) days after the receipt of the ordered change, and the
Contractor shall not execute such changes pending the
receipt of an executed Change Order or further instruction
from the Owner or its Resident Project Representative(s).

14. Unit Price Work:

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the Unit Price Work are not guaranteed and determining an initial purposes of comparison of Bids and determining an initial Contract Price. Actual quantities will be determined by the Owner or its Resident Project Representative(s) as required to complete the Work.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

15. Changes in Contract Price:

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit Prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed ten percent (10%) of the actual cost of the Work to cover the cost of general overhead and profit.

16. Time for Completion and Liquidated Damages:

The date of beginning and the time of completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to substantially or fully complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for consequential damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with damages or any excess cost when the delay in the completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer:

- (a) To any preference, priority, or allocation order duly issued by the Owner.
- (b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - (c) To any delays of Subcontractor occasioned by any of the causes specified in Paragraphs 16 (a) and 16 (b) of this Article.

17. Correction of Work:

The Contractor shall promptly remove from the premises all Work rejected by the Owner or its Resident Project Representative(s) for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

18. Subsurface Conditions:

The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner or its Resident Project Representative(s) by Written Notice of:

- (a) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- (b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner or its Resident Project Representative(s) shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a Change Order.

Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner or its Resident Project Representative(s) may, if it determines the facts so justify, consider and adjust such claims asserted before the date of final payment.

19. Suspension of Work, Termination, and Delay:

The Owner may, at any time and without cause, suspend the Work on any portion thereof for a period of not more than ninety (90) days or until such time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer, which Notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the contract Time directly attributable to any suspension.

adjudged as bankrupt Contractor is insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if prompt payments make Subcontractors for labor, regulations or orders of any fails to public body having jurisdiction of the Work, or if he disregards the authority of the Owner or its Resident Project Representative(s), or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the materials, equipment, construction equipment, and machinery therein owned by the all Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until If the unpaid balance of the the Work is finished. Contract Price exceeds the direct and indirect costs of including compensation Project, additional professional services, such excess shall be paid If such costs exceed such unpaid balance, the Contractor will pay the difference to the to the Contractor. Owner. Such costs incurred by the Owner will be determined and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect

any right of the Owner against the Contractor whether existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of Court or other public authority, or the Owner or its Resident Project Representative(s) fails to act on any request for payment within forty-five (45) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum awarded by a mediator within thirty (30) days of approval and presentation, the Contractor may after ten (10) days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. addition to and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days Written Notice to the Owner, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued for adjusting the Contract or extending the Contract Time, or both, compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

20. Payment to Contractor:

At least ten (10) days before each progress payment falls due (but no more often than once a month), the Contractor will submit to the Owner or its Resident Project Representative(s) a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Owner or its Resident Project Representative(s) may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial estimate shall also be accompanied by such supporting data, satisfactory to the Owner or its Resident Project Representative(s), as will establish the Owner's title to the material and equipment including applicable and protect its interest therein, The application for payment shall include a insurance. list of Subcontractors employed by the Contractor that provided or performed work included in the application and lien from the the Subcontractors' partial release of previous payment.

The Owner or its Resident Project Representative(s) will, within twenty (20) days after receipt of each partial payment estimate, either indicate in writing his approval of payment or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

The Owner will, within forty-five (45) days of presentation to it of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract documents. The Owner at any time, however, after fifty percent (50%) of the Work has been completed may reduce the retainage to five percent (5%) on the current and remaining estimates. The Owner may reinstate up to ten percent (10%) retainage if the Owner determines, at its sole discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such retainage. The Owner may accept securities negotiable without recourse, condition, or restriction, a release of retainage bond, or an irrevocable letter of

credit provided by the Contractor in lieu of all or part of the cash retainage.

On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

Upon completion and acceptance of the Work, the Owner shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents.

The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within forty-five (45) days of completion and acceptance of the Work.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. at the Owner's request, shall, satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay the unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party.

In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to

the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

follow the following procedure: Contractor shall Contractor shall provide to Owner, with the application for payment, an updated accounts payable aging report for the Project. In addition, Contractor shall provide Owner the all materials, equipment, checks for subcontractors, and other expenses related to the Project Each payment shall include a request for for review. written release of lien. The above conditions being met and approval of the pay request by the Engineer being received, Owner will pay the Contractor at the next scheduled pay date.

In order for Owner to approve subsequent pay requests, Contractor shall provide Owner with release of lien statements for payments made on the previous pay request.

21. Acceptance of Final Payment as Release:

Whenever the Contractor has completely performed the Work provided for under the Contractor and the Owner has performed a final inspection and made final acceptance, the Contractor will prepare a final estimate showing the value of the Work as soon as the Contractor makes the necessary measurements and computations. The Contractor will correct all prior estimates and payments in the final estimate and payment. The Owner will pay the amount in the estimate, less any sums that the Owner retained under the provisions of the Contract, as soon as practicable after final acceptance of the Work.

The acceptance by the Contractor of final payment shall be and shall operate as release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and other relating to or arising out of this Work.

Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

22. Insurance:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims under worker's compensation, disability benefit, and other similar employee benefit acts;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- (c) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
- (d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- (e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificate(s) of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificate(s) shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice be given to the Owner.

The Contractor shall procure and maintain, at his expense, during the Contract Time, liability insurance as hereinafter specified:

(1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract

Documents, whether such operations be by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$3,000,000.00 for any such damages sustained by two or more persons in any one accident.

Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of not less than \$1,000,000.00 for any such damage sustained by two or more persons in any one accident.

The Contractor must procure a contractual liability endorsement to the comprehensive general liability insurance policy to indemnify (hold harmless) the Owner and Engineer for claims arising out of the Contractor's negligence.

(2) The contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest(s) may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Florida, Workers' Compensation Insurance, including occupational disease provisions, for all his employees at the site of the Project and, in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance

for the protection of his employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner.

23. Contract Security:

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

Such Bonds shall be executed by the Contractor and a corporate bonding company licensed in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds, as published in the Treasury Department Circular number 570. The expense of these Bonds shall be borne by the Contractor.

If at any time a surety on such Bond is declared a bankrupt or loses its right to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall within ten (10) days after Notice from Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond(s) shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

24. Assignments:

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

25. Indemnification:

The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefits act.

The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, options, reports, surveys, Change Orders, designs, or Specifications.

26. Separate Contracts:

The Owner reserves the right to let other contracts in connection with the Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work with the Contractor's. If the proper execution or results of any part of the Contractor's work depends upon the Work of any other Contractor, the

Contractor shall inspect and promptly report to the Owner or its Resident Project Representative(s) any defects in such Work that render it unsuitable for such proper execution and results.

The Owner may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with the Owner's.

If the performance of additional Work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections 15 and 16.

27. Subcontracting:

The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as

regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

28. Engineer's Authority:

The Engineer will make visits to the site at the Owner's request and determine if the Work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer and the Owner will not be responsible for the construction's means, controls, techniques, sequences, procedures, or construction safety.

29. Land and Right-of-Way:

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

30. Guaranty:

The Contractor shall guarantee all materials and equipment furnished and the Work performed for a period of one (1) year from the date of final acceptance. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner

may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guaranty period.

31. Disputes:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Contractor. The decision of the mediator shall be final and conclusive unless determined by court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during pendency of mediation.

32. Taxes:

The Contractor will pay all sales, consumer, use, and other similar taxes required by the State of Florida.

32. Determination of Lowest Qualified Bidder:

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly outfitted to carry out the obligations of the Contract and to complete the Work contemplated therein. Responsibility of the Bidder will be based on whether a permanent place of business is maintained, has adequate plant equipment to do the Work property and within the established time limit, and has the financial status to meet his obligations contingent to the Work.

Only qualified Bidders who have adequate experience, finances, equipment, and personnel will be considered in making awards. The Owner also reserves the right to make

award for an amount of work less than the total indicated, in order to come within proposed funds for the Project. Except where the Owner exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the Owner to both a qualified and responsible Bidder who has submitted the lowest bid.

33. Acceptance or Rejection of Proposals:

The Owner reserves the right to waive informalities in or to reject any or all Bids. Bid envelopes must, however, bear on the outside the name of the Bidder and his address. Otherwise the Bid shall not be opened.

is incomplete, obscure, proposal which irregular may be rejected; any proposal having erasures or corrections in the Bid Proposal may be rejected; any proposal which omits a bid price may be rejected; any equipment which manufacturers of Proposal in subcontractors are not listed may be rejected; any Proposal accompanied by an insufficient or irregular certified check of Bid Bond may be rejected. Conditional bids will be not accepted. Any proposals may be withdrawn prior to the scheduled time for opening of such or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered. No Bidder may withdraw a Proposal within thirty (30) days after the actual date of the opening thereof. Should there be any reason why the Contract cannot be awarded within thirty (30) days after the opening of the Proposals, the time may be extended by mutual agreement between the Owner and the Bidder.

34. Pre-Construction Conference:

Shortly after the Notice of Award and the signing of the Contract forms, the Owner shall notify the Contractor(s) of the date for a Pre-Construction conference.

The Contractor(s) shall attend this conference and be prepared to discuss organization, start dates, construction schedules, supervision, communication, safety, and various other pertinent items. Minutes of the meeting will be recorded by the Owner, and a written summary will be available upon request.

35. Experience-Process Equipment Manufacturers:

Process equipment manufacturers shall have a minimum of five (5) years experience in the design and manufacturing of their product. The manufacturer of each item of equipment shall, in writing, provide to the Owner a list of installations of their equipment and operational data from a similar type installation. Test data or pilot plan data is NOT acceptable.

In lieu of the above, the Owner shall require a Performance Bond or Cash Bond of not less than one hundred fifty percent (150%) of the cost of the equipment, including installation, and also a five (5) year warranty guarantee on the piece of equipment, unless otherwise stipulated under other specific items in these specifications.

36. As-Built Records:

As-built records shall be kept by each Contractor showing any items of construction and equipment for which he is responsible. These records shall also show any additional work, existing features, or utilities revealed by construction work which are not shown on the Contract Drawings. These records shall be kept up-to-date daily. They may be kept on a marked set of Contract Documents to be furnished prior to the beginning of the Work. They shall be available at all times during construction for reference by the Engineer and the Owner, and shall be delivered to the Owner upon completion of the Work prior to final payment.

37. Operating, Maintenance, and Service Manuals:

If applicable, each Contractor is required to provide three (3) complete Operating, Maintenance, and Service Manuals for all equipment for the entire system as furnished under his contract. The manual shall be indexed and bound in hard cover binders containing full information for each system, piece of equipment, and all controls.

Material submitted shall include, but not be limited to, the following:

- (a) Manufacturer's descriptive literature
- (b) Normal equipment operating characteristics
- (c) Performance data, curves, ratings, etc.

- (d) Wiring diagrams
- (e) Control diagrams with written descriptions of operations
 - (f) Manufacturer's maintenance and service manuals
 - (g) Spare parts and replacement parts lists
- (h) Name, address, and telephone number of local or nearest manufacturer's service organization.

All items shall be identified with the same identification, name, mark, number, etc., as indicated on drawings. All material must be submitted to the Owner or its representative(s) within six (6) months after award of the Contract.

38. Operating Instructions:

Unless otherwise specified in the Project Specifications, the following requirements shall be met:

- (a) Contractors shall make available to the Owner, after all equipment is in operation and at a time agreed upon by Owner and Contractor, competent instructors well versed in the operation of the process, mechanical and electrical systems for the purpose of training Owner's personnel in all phases of operation of the equipment and systems.
- (b) Instructions shall be conducted during consecutive normal working days, for a period satisfactory to the Owner.
- (c) When deemed necessary by the Owner, these instructions shall include the services of factory-approved representatives for all major equipment, including controls.

39. Examination of Plans, Site, Etc.:

The Bidder(s) must examine for themselves the Specifications, Plans, profiles, etc., the location of the proposed Work, and exercise their own judgment as to the extent of the Work to be done, and difficulties attending the erection of the Work; and the Contractor must assume all risks of variance in any computations, by whosoever made, of statements of amounts or quantities necessary to complete the Work required by the Contract, and agree to fully complete said Work in accordance with all plans and

Specifications for the price bid. Any item or quantities contained either in the Specifications, or on profiles or Drawings, but omitted from the others respectively, will be considered part of the Work. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor of services.

40. Florida Deceptive and Unfair Trade Practices Act:

CS/SB 1066 by the Committee on Judiciary, relating to the Florida Deceptive and Unfair Practices Act: Deletes the definitions of "consumer transaction" and "supplier", substituting instead a definition for "trade or commerce" and "thing of value". Amends the definition of "violation" to include a violation of any rules promulgated pursuant to the Federal Trade Commission of the Federal Courts, any law statute, rule, regulation, or ordinance, which proscribes methods of competition, unfair, deceptive, unfair unconscionable acts or practices. Reduces the time period during which a petition for an order modifying or setting aside a subpoena may be made. Provides for penalties, and costs for intentional noncompliance with a Exempts an act or practice involving the sale, subpoena. lease, rental, or appraisal of real estate by a person licensed under Chapter 475, Florida Statutes, if the act or practices violates the provisions of that Chapter. Provides a misdemeanor penalty to persons who see used goods as new. Effective Date: June 30, 1993.

SPECIAL PROVISIONS

SP 1. Scope:

The Work to be performed under these Specifications shall include the furnishing and installation of materials, labor, equipment, supervision, appurtenances, and all else incidental thereto and necessary to construct the Work shown on the Plans and/or specified herein. not called out on the Plans, specified herein, or shown on the bid schedule, all work and payment for same shall Florida Department of Transportation conform the to "Standard Specifications for Road and Bridge Construction" Edition of 2000. The intent of this Contract is to provide for the construction and completion of every detail of the Work described in the Contract and shown on the Plans. Should any detail or details be omitted from these Plans and/or Specifications, or be incorrect, it shall be the responsibility of the Contractor to bring this omission or inaccuracy to the attention of the Engineer and to furnish and install said details to properly complete the Work so that the Project will serve its intended function. reference to the Engineer in the contract specifications or plans is to the County's Engineer.

SP 2. Survey Work:

The Contractor shall provide all the work necessary in order to establish benchmarks, rights-of-way, and base The Contractor shall proposed Work. lines of responsible for maintaining all benchmarks, reference points, and baselines. It shall be the responsibility of the Contractor to protect existing property corner monuments. If said monuments are disturbed, it is the responsibility of the Contractor to have them reset by a Registered Land Surveyor at no cost to the County. Payment for all necessary survey work will not be paid as a separate item and shall be considered incidental to the Contract.

SP 3. Maintenance of Traffic:

This item of Work shall comply with Section 102 of the "Standard Specifications" and shall consist of maintaining traffic within the limits of the Project. All traffic control devices, striping, signs, barricades, etc., shall be installed in accordance with the Florida DOT "Design

Standards", dated January, 2002, and/or the U.S. D.O.T. "Manual on Uniform Traffic Control Devices", Millenium Edition. All costs associated with maintenance of traffic shall be included under the lump sum item, "Maintenance of This includes, but is not limited to, design, Traffic". temporary barricades, signs, lane striping, temporary pavement, barrier curb, etc. It is the intent of this Contract for the County to dictate the phasing of the overall work and for the Contractor to supply a detailed for maintaining traffic. The Contractor responsible for preparing a comprehensive Maintenance of Traffic Plan for the Project. The plan shall be prepared by a Florida registered professional engineer who has successfully completed FDOT Maintenance of Traffic Advance The Maintenance of Traffic Plans shall be of Training. sufficient detail to show such items as temporary striping, barricades, signs, lane shifts, temporary pavement, barrier curb, phasing, and any other items necessary. The design shall meet all acceptable standards in the Florida DOT "Design Standards", dated January, 2002, and/or the U.S. "Manual on Uniform Traffic Control Devices", Special attention should be given to Millenium Edition. the fact that several grade changes in the Project may necessitate the use of items for that purpose. addition, two (2) lanes of traffic shall remain open at all The plan shall be submitted in triplicate at the Pre-Construction Conference for the purpose of review and approval by the Engineer. The cost for preparation of the maintenance of traffic plan shall be included in the lump sum price for "Maintenance of Traffic".

SP 4. Clearing and Grubbing:

The Work covered by this item shall consist of clearing and grubbing the entire limits of the job, i.e., drainage rights-of-way, regular road rights-of-way, and temporary construction easements. All Work under this item shall be done in accordance with Section 110 of the "Standard Specifications" unless specifically modified therein or on the Plans.

In addition to the Work as described in the "Standard Specifications", also included in this Work is the taking down and replacement of mailboxes and paper boxes, and taking down and stockpiling for reuse, in accordance with the Engineer's instructions, existing road signs.

All landscaped areas outside of the right-of-way disturbed by the Contractor shall be restored to their original condition.

Mailboxes impeding construction shall be temporarily relocated until Work in the area is completed. The mailboxes shall then be reset in compliance with appropriate regulations. Under no circumstances shall anyone be denied mail delivery because of misplacement or lack of access for routine mail delivery. If any mailbox is damaged or destroyed, it shall be replaced "in-kind" at no additional cost to the County or the mailbox owner.

Driveways shall not be removed outside the limits of the Project, and provisions for a smooth transition between existing and new material shall be considered at the time of driveway removal. Any driveway removal shall not restrict free access to property owners for any extended length of time. If the Contractor elects to postpone driveway reconstruction, he must provide an all-weather access to the property owners. Driveway replacement will be in accordance with the appropriate detail on the Plans with exact location and vertical alignment of the driveway connection determined by the Contractor in the field.

It is the intent of this Section that all non-reusable materials be hauled away and disposed of by the Contractor.

The portions of the area designated for selective clearing and grubbing which underlie fill may require Standard Clearing and Grubbing at the option of the Engineer. There will be no separate pay for selective clearing and grubbing.

Payment for clearing and grubbing shall be made at the per acre price for the item "Clearing and Grubbing" on the Bid Schedule.

Said price(s) and payment(s) shall be full compensation for furnishing and installing all labor, materials, equipment, and all else incidental therefore and necessary to complete the Work.

SP 5. Milled Asphalt Disposal:

The Contractor shall mill, load, transport, and stockpile, at a location provided by the County,

approximately 5,000 cubic yards of asphaltic pavement from this Project. The stockpile location shall be within ten (10) miles of the milling location. As shown in the Bid Schedule, the bases of payment shall be by the cubic yard measured in the milled (loose) condition. The bid price milling, shall include per cubic yard transporting, unloading, stockpiling, and all labor and equipment required to perform the Work. The quantity is to be regarded as highly variable, and not subject to price adjustment due to variation in quantity.

The remaining asphaltic pavement shall be removed from the site as part of the item "Clearing and Grubbing" and shall be included in the bid price shown in the Bid Schedule.

Payment for "Milled Asphalt Disposal" shall be made for quantity, measured as described above, at the price bid for the item "Milled Asphalt Disposal" on the Bid Schedule.

Said price and payment shall be full compensation for furnishing and installing all labor, materials, equipment, and all else incidental therefore and necessary to complete the Work.

SP 6. Open Cuts:

When it becomes necessary to open cut an existing roadway, the Contractor shall immediately repair that roadway in accordance with FDOT Index 307. It is the intent of this Contract to have all open cuts repaired completely, as indicated above, prior to the end of the workday. All open cuts shall begin after 8:30 a.m. and be completed by 2:30 p.m., if school is in session.

SP 7. Excavation:

The work specified in this Section consists of the excavation and embankment required for the roadway, ditches, retention areas, and borrow material and includes the preparation of subgrades, foundations, embankments, and other utilization or disposal of the materials excavated, and the compaction and dressing of excavated areas and embankments. Included under Excavation are materials of whatever nature which are encountered within the limits of excavation. The excavation in this Contract is classified under two types, regular and subsoil. Regular excavation

is all excavation associated with this Project other than Subsoil excavation is classified as subsoil excavation. the removal of unsuitable materials under the proposed roadway as shown on the Plans and FDOT Index 500. material shall be excavated, permanently removed from the Any excavation required jobsite and disposed of off-site. to expose the areas of subsoil excavation shall be included in the cost of regular excavation. Any unsuitable soils shown on the Plans or encountered in the field in locations roadway is to be excavated, than under the permanently removed from the jobsite and disposed of offsite and paid for under regular excavation unless otherwise approved by the Engineer. Regular excavation shall be paid for as lump sum for the entire Project. Subsoil excavation shall be paid for as cubic yard, truck measure.

SP 8. <u>Sodding:</u>

work specified in this Section consists establishing a stand of grass within the area shown in the Plans or as directed by the Engineer, by furnishing and placing grass sod, rolling, fertilizing, watering, maintaining the sodded areas so as to assure a healthy stand of grass. The Work shall conform with Section 575 of the FDOT Standard Specifications. The final elevations shown on the Plans in sodded areas refer to the top of sod. Payment for sodding shall be made for the quantity as determined above, measured by the square yard, at the price bid for the item "Sodding" in the Bid Schedule, which price and payment shall be full compensation for furnishing and installing all labor, materials, sod and fertilizer, and/or dolomitic limestone, watering, fill, equipment, and all else incidental therefore and necessary to complete the If deemed necessary by the Engineer, any mowing of the sod shall be done in areas specified by the Engineer. Payment for mowing shall be included in the bid price for Sodding.

SP 9. Type "S" Asphaltic Concrete:

The Work specified in this Section consists of the construction of Type "S" Asphaltic Concrete structural course upon a properly prepared base. The plant, operations methods, equipment, general construction requirements, materials, and composition shall conform to the FDOT Standard Specifications.

The Contractor shall submit a current FDOT approved mix design to the Engineer for approval. This submittal shall be at least two (2) weeks prior to construction of the asphaltic concrete pavement.

Payment for the Type "S" Asphaltic Concrete structural course, including tack coat where necessary, shall be made for the quantity required, measured in tons, at the unit price bid for the item "Type "S" Asphaltic Concrete" in the Bid Form, which price and payment shall be full compensation for furnishing and installing all labor, materials, equipment, and all else incidental therefore and necessary to complete the Work.

No separate payment shall be made for prime and tack coats which shall be considered as incidental to asphaltic concrete construction.

SP 10. Type FC-3 Asphaltic Concrete Friction Course:

The work specified in this Section consists of the construction of a Type FC-3 Asphaltic Concrete Friction Course. The plant, operations methods, and equipment shall conform to FDOT Standard Specifications. General construction requirements shall be as specified in the FDOT Standard Specifications, with a minimum stability of 1,500 pounds as determined by the Marshall Stability Test.

The Contractor shall submit a current FDOT approved mix design to the Engineer for approval. This submittal shall be at least two (2) weeks prior to construction of the asphaltic concrete pavement. The mist shall not contain asphalt rubber binder.

The quantity of the item Type FC-3 Aspahltic Concrete Friction Course shall be measured for payment under this Section by the square yard of pavement completed and accepted.

Payment for the Type FC-3 Asphaltic Concrete Friction Course shall be made for the quantity as above determined, measured in tons, at the price bid for the item "Type FC-3 Asphaltic Concrete Friction Course" in the Bid Schedule. Price and payment shall be full compensation for furnishing and installing all labor, materials, including bituminous material (plant mix), equipment, and all else incidental

therefore and necessary to complete the Work (including tack coat).

Nick Deonas Ansley Acree 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

VIA FEDERAL EXPRESS

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

MICHAEL S. MULLIN County Attorney

WALTER D. GOSSETT County Coordinator

November 19, 2002

American Lighting and Signalization, Inc.

Attn: Mr. James Hardamin 11747 Phillips Highway Jacksonville, FL 32256

RE: Amelia Island Parkway/Fletcher Avenue Signalization Project

Bid No. NC018-02

Dear Mr. Hardamin:

Enclosed please find two original agreements between your company and the Nassau County Board of County Commissioners for the Amelia Island Parkway/Fletcher Avenue Signalization Project.

The Board awarded the bid in their Regular Meeting of November 13, 2002.

Please execute the contract documents on all pages where indicated. Also please note that you are required to provide the county with the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten calendar days from the date of the Notice of Award (November 19, 2002).

Please return one original of the executed agreement along with the necessary bonds and certificates to my office in the enclosed self-addressed envelope.

We look forward to working with your company on this important project for Nassau County.

Sincerely yours,

J. M. "Chip" Oxley, Jr.

Ex-Officio Clerk

JMO:jb

CC: Dawn Stevenson, Contract Manager

Enclosures

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER/CONTRACTOR

Date:

April 22, 2003

Certified Mail:

Z 288-288-414

To:

(Owner)

Nassau County Board of Commissioners

P.O. Box 1010

Fernandina Beach, FL 32035-1010

The undersigned hereby informs you that he has furnished, or is furnishing services or materials as follows: Clearing & Grubbing, Roadway work, (MCC Job Number: 2303)

for the improvement of the real property identified as: Amelia Island Parkway/Fletcher Ave, SR A1A at Amelia Island Parkway, Nassau County, Amelia Island Parkway/Fletcher Ave,

under an order given by:

AMERICAN LIGHTING & SIGNALIZATION, INC,,

60230

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with section 713.06, Florida Statues.

Under Florida's laws, those who work on your property or provide materials who are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Agriculture and Consumer Services, Division of Consumer Services.

Copies To:

Jill A. McCauley, Controller

Milestone Carlo Contracting, LLC 14165 North Main Street Jacksonville, Florida 32218

(General Contractor) American Lighting 11747 Philips Hwy Jacksonville, FL 32256 CERTIFIED MAIL:

Under an Order Given by: AMERICAN LIGHTING & SIGNALIZATION, INC, 11747 Philips Highway Jacksonville, FL 32256 CERTIFIED MAIL: Z288 288 415 (Bond)

MILESTONE CARLO CONTRACTING, LLC

LETTER OF TRANSMITTAL

	14165 North Main Street Jacksonville, FL 32218 (904) 696-8865 FAX (904) 696-6530			DATE: ATTENTION: RE:	4/22/03		IOB NO: Customer:	# 2303.000 # 60230	
Го:	Nassau Count	ty Boa	rd of Commissioners	Project :	Amelia Island	Amelia Island Parkway/Fletcher Ave			
	P.O. Box 1010)							
	Fernandina Be	each, l	FL 32035-1010						
WE AF	E SENDING YO		X Attached Prints	Under separa	ite cover via	the follo			
	Copy of letter		Change Order		L	Leavened -			
COPIE	PIES DATE NO.			DESCRIPTION					
			Notice to Owner						
			Under the order of An	nerican Lighting	& Signalization				
THESE	ARE TRANSMI	TTED a	as checked below:						
	For approval		Appr	oved as submitted		Resubmit		copies for approval	
- _			oved as noted		Submit		copies for distribution		
_			rned for corrections		Return		corrected prints		
For review and comment									
	FOR BIDS DU	JE	19						
REMAI	RKS								
					· · · · · · · · · · · · · · · · · · ·				
COPY	то			SIGNED:	NAON E (Musy J. Copeland Sr. A	Spelon	<u></u>	

Rug 12 03 03:44p

Nassau County Coordinator 19043215784

		County	
		Contractor	
CHANGE ORDER REQUEST		Field Other	0
PROJECT: Amelia Island Parkway/Fletcher	CHANGE OF	RDER NUMBER: _	01
Avenue Signalization Project	DATE:	August 12, 2003	
	CONTRACT	NUMBER: N/A	
TO CONTRACTOR: American Light	ing & Signalization,	Inc.	
11747 Philips H	ighway, Jacksonvill	e, Florida 32256	
The contract is changed as follows:			
Additional 220 tons of asphalt required for the supere	levation of the roads	way in order to mainta	ain a constant
cross slope on the pavement widening without requiri		the intersection of SI	
cross slope on the pavement widening without requiri Amelia Island Parkway. Original Contract Sum	ng reconstruction of	307,071.30	
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cross slope on the pavement widening without requiri Amelia Island Parkway. Original Contract Sum	ng reconstruction of \$	307,071.30 0.00 307,071.30 26.852.93 333,924.23 sed) (unchanged) by _	R A1A and

APPROVED

DATE 8-13-03 JAB

LINE ITEM DESCRIPTION	PLAN QUANTITY	ACTUAL QUANTITY	DIFF. IN CONTRACT PRICE
Asphalt Type S-1	245.9 tons	299.97 tons	\$3,568.62
Asphalt Friction Course FC-3	363.9 tons	390.47 tons	\$2,205.31
Hay or Straw Bale	64 ea	20 ea	-\$484.00
Milling Existing Asphalt	4842 sy	2185 sy	-\$13,285.00
S-1 Leveling Thru Change Ord	Ö	220 tons	\$34,848.00
Total Difference in Contract Price			\$26,852.93

Agenda Request For: August 13, 2003

Department: Capital Projects Administration

Background: As presented to and approved by the Board on March 25, 2003 additional asphalt was required per the revised engineering drawings at the intersection of Fletcher Avenue and Amelia Island Parkway. The additional asphalt was estimated to be 100 tons, but the actual quantity would be based on field measurements of the amount of asphalt in place. The actual quantity required, according to field measurements and asphalt tickets provided was 220 tons.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: The increase in the contract amount would have an impact on the budgeting of future roadway projects.

Action requested and recommendation: Staff respectfully requests that the Board of County Commissioners approve change order No. 1 in the amount of \$29,256.93 to American Lighting & Signalization for the additional asphalt required to correct the cross slope and avoid complete reconstruction of the intersection of Amelia Island Parkway and Fletcher Avenue.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 61446541 – Fletcher/A1A/AIP Org – There are sufficient funds available within this org. to cover Change Order No. 1. A budget transfer from line items within the org. will be required.

Reviewed by:

Legal

Finance

Committee July S

Agenda Request For:

March 24, 2003

Department:

Capital Projects Administration

Fund: 361 Capital Projects – Road Projects

Action Requested and Recommended:

Staff reported to the Board on March 12, 2003 that staff was awaiting the proposal from the contractor, American Lighting & Signalization, for plan modification required at the intersection of Fletcher Avenue and Amelia Island Parkway. Staff has received the proposal for the additional asphalt required. The contractor is requesting an additional \$15,840.00 for the additional asphalt. Per the revised plans, the contractor has estimated that an additional 100 tons of asphalt will be required. However, the actual quantity will be based on field measurements of actual asphalt in place.

The contractor is also requesting that his construction start date be revised to reflect the same date as the approval date of the change order. A copy of the proposal along with a copy of the letter from the engineer outlining the changes made to the plans is attached for your review.

Staff requests that the Board of County Commissioners approve the change order to American Lighting & Signalization in the amount of \$15,840.00 for a revised contract amount of \$322,857.30 and reestablish the construction start date to reflect the approval date of said change order.

Funding Source: Staff requests approval of a budget transfer from the 361 Reserve Fund, Reserve For Road Paving – Bond 61999599-599410 to American Lighting & Signal 61446541-563175.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: This change order will have an impact on future years budgeting of upcoming roadway projects.

roadway projects.	
Is this action consistent with the Nassau Count Yes	
	3/25/03
Reviewed By:	and "
Legal:	C-CY I

Finance:

Coordinator:

County Contractor

Field Other

PROJECT: Amelia Island Parkway/Fletcher CHANGE ORDER NUMBER: 01 DATE: July 8, 2003______ Avenue Signalization Project CONTRACT NUMBER: N/A TO CONTRACTOR: ____ American Lighting & Signalization, Inc. 11747 Philips Highway, Jacksonville, Florida 32256 The contract is changed as follows: Additional 220 tons of asphalt required for the superelevation of the roadway in order to maintain a constant cross slope on the pavement widening without requiring reconstruction of the intersection of SR A1A and Amelia Island Parkway. Original Contract Sum.....\$ 307.071.30 Net Change by Previous Change Order.....\$ 0.00 307.071.30 Contract Sum Prior to This Change Order.....\$ Amount of This Change Order (Add/Deduct).....\$ 29,256.93 New Contract Sum Including this Change Order.....\$ 336,274.23 The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by ____120_ days. This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto. DATE: 7-8-03 ACCEPTED BY: Contractor APPROVED BY: José Deliz, P.E., Engineering Services Director

CHANGE ORDER REQUEST

Agenda Request For:

March 24, 2003

Department:

Capital Projects Administration

Fund: 361 Capital Projects - Road Projects

Hold-Dawn to get change order end of Chil

Action Requested and Recommended:

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Funding Source: Staff requests approval of a budget transfer from the 361 Reserve Fund, Reserve For Road Paving – Bond 61999599-599410 to American Lighting & Signal 61446541-563175.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: This change order will have an impact on future years budgeting of upcoming roadway projects.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? Yes

Reviewed By:

Legal:

Finance:

Coordinator:

APPROVED

DATE 3-24-03 SKB

PARSONS

4417 Beach Boulevard, Suite 400 • Jacksonville, Florida 32207 • (904) 398-4005 • Fax: (904) 398-1338 • www.parsons.com

March 3, 2003

Ms. Dawn Stevenson Nassau County Public Services Engineering Department 213 Nassau Place Yulee, Florida 32097

RE: Amelia Island Parkway/Fletcher Avenue Signalization

Nassau County PTG No. 644765

Dear Ms. Stevenson:

Enclosed please find revised signed and sealed Sheet Nos. 1-15 for the above referenced project. Comments from the Florida Department of Transportation have been either discussed with the reviewers or incorporated into the plan set. A superelevation detail has been added to the plans which will make it possible to have a constant cross slope on the pavement widening without requiring reconstruction of the intersection of SR A1A and Amelia Island Parkway. Please call if you have any question concerning this submittal.

Sincerely,

Bill Hartland, P.E. Project Manager





March 17, 2003

Nassau County Public Services 213 Nassau Place Yulee, FL 32097

Attn: Dawn Stevenson

RE: Amelia Island Parkway / Fletcher Avenue Signalization

Dear Ms. Stevenson,

Please find attached a proposal from our subcontractor regarding the changes to the plans for the above referenced project. The price for the additional work will be \$144.00 per ton at an estimated 100 tons of additional asphalt. American Lighting and Signalization's mark-up of 10% will bring the estimated total to an additional \$15,840.00 to the contract amount. The revised contract amount will be \$322,857.30.

We are also requesting that the contract time not be started until this proposal has been approved.

Please advise me on this issue as soon as possible.

Thank you,

James R. Hardiman

Vice President

American Lighting and Signalization, Inc.

FILE No. 019 03/18 .03 12:16

EUX: 004 886 4422 0

P. 02/03

PAX (904) 696-8951

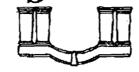
5988-969 (206)

J. Corbill

FAX NO. 8868951

THE MILESTONE CO

WAR-17-03 MON 08:53 AM



MILESTONE CARLO

IYCK2ONAILLE, PL 32218 14165 N. MAIN ST.

March 14, 2003

19cksouville, FL 32256 11747 Phillips Highway American Lighting & Signalization, Inc.

Nasseu County Public Works Amella island ParkwayiPletcher Ave.

Ro: Price for additional work.

Dear Mr. Hardinian,

contra tedrited to correct cross slope problems with the existing and proposed grades: We are pleased to quote the price of \$144.00 per lon for the additional leveling

any questions or need additional information I can be reached at 904-696-8865. Altached is the backup and explanation of costs by our subcontractor, if you have

Thank you for your time and consideration and we await your response.

Sincerely,

:DO

Project Manager David Rinaldo

S. Leggett:

O. Steinmetz: M. Donohoe:

T. Williams:

CIVIL CONTRACTORS

P. 02

MAR-14-03 FRI 03:45 PM

THE HILESTONE CO

FAX NO. 6968951

P. 02/02

FAX NO. 904 741 8463 MAR-14-2003 FRI 01:53 PM SOUTHERN PAVEMENTS. LLC

PAVEMENTS PH 1000 741-8200 FAX. (904) 741-8463

Proposal for additional work.

DATE

March 14, 2003

TO:

Mr. Dave Rinelde, @ Milestone-Carlo Centracting, LLC.

JOB NAME!

Analis Island Perlangy-Flatcher Arenne Signalization

OWNER:

Nacreu County Public Works Dept.

LOCATION

Nector County, Amelia Island

Deer Mr. Rinelde,

We are pleased to present you with our quotation for the additional work needed for the above-named project. For your request, we are providing you with a price for additional asphalt leveling as it will be headed to facilitate proper slope conditions at the shoulder and other areas of existing asphalt. Please item in mind that due to the parament being a "leveling" type of personent with verying thicknesses, the tient to complete this poving is now spech larger. Instead of a one day quaration, it will new take two or possibly three days to complete. The reason being that with each 4ft of "leveling" you must west the required time necessary to allow the asphelt to cool to P.D.O.T./Nesseu specifications.

Southern Paraments, LLC proposes to furnish & install the followings

DESCRIPTION:

ITEM NO.

MIX TYPE!

QUANTATYL

UNIT PRICE

TOTAL

Asphalt leveling/correction

1

FOOT Spec.

100,00 ten

\$140.00

\$14,000,00

* TOTAL

\$14,000,00

- * Quantities are approximate, proposal based on unit prices a subject to final field measurement.
- * (1) MOBILIZATION(5) INCLUDED, ADDITIONAL AT \$950.00 EA.
- TACK IS INCLUDED AS NEEDED FOR MULTIPLE LIFTS OF PAVING.
- " IF BUNDS ARE REQUIRED, ADD: + 0.75% TO TOTAL.
- QUOYATION VALID FOR THIRTY (30) DAYS
- * UNLESS OTHERWISE NOTED, ALL WORK TO BE PERFORMED IN ACCORDANCE WITH FOOT SPECS.
- " YIELD BASED ON 110# PER S.Y. PER INCH. MATERIAL USED IN EXCESS OF THIS AMOUNT WILL BE CONVERTED TO EQUIVALENT S.Y. FOR PAYMENT DETERMINATION.
- * QUOTE DOES NOT INCLUDE M.O.T.
- * TRAFFIC CONTROL DEVICES, POLICE OFFICERS NOT INCLUDED

Thank you very much for the opportunity to present you with our quote. Please call me with any questions.

Raspectfully submitted.

Southern Payements, LLC

Accepted by:

Company:

Milestone-Carlo Contracting, LLC.

John A. Fischetti

Estimating Mgr.

Date: