



**APAC-Florida, Inc.**  
 Jacksonville Division  
 P.O. Box 24728  
 Jacksonville, FL 32241-4728

**Subcontract Quotation**

To: Nassau County - Board of County Commissioners

Bid # [REDACTED]

Date: 5/8/2003

FAX:

Project: SR-15 - US-1 Turn Lane

Attn: Dawn Stevenson

Location: SR-15 and Church Rd.

Item #	Description of Work	Unit	Quantity	Price	Amount
2110-1-1	Clearing & Grubbing	LS (HA)	1(.07)	\$ 10,900.00	\$ 10,000.00
2120-1	Regular Excavation	M3	146.0	\$ 6.74	\$ 984.04
2120-6	Embankment	M3	112.00	\$ 19.56	\$ 2,190.72
2160-4	Type B Stabilization	M2	450.00	\$ 5.12	\$ 2,304.00
2285-712	Optional Base (Group 12)	M2	375.00	\$ 69.00	\$ 25,875.00
2300-1-3	Bituminous Material (Tack Coat)	LT	135.00	\$ 4.00	\$ 540.00
2334-1-13	Superpave TL-C	MT	126.00	\$ 98.00	\$ 12,348.00
2337-7-5	Asphalt Friction Course (FC-5)	MT	17.10	\$ 150.00	\$ 2,565.00
2425-1-910	Inlets (Closed Flume)	EA	2.00	\$ 6,330.00	\$ 12,660.00
2520-1-10	Curb and Gutter, Concrete (Type I)	M1	97.00	\$ 39.00	\$ 3,783.00
2524-1	Concrete Ditch Pavement	M2	13.00	\$ 76.00	\$ 988.00
2570-5	Fertilizer	MT	0.10	\$ 330.00	\$ 33.00
2570-9	Water for Grassing	KL	9.00	\$ 16.50	\$ 148.50
2575-1-6	Sodding (Bermuda)	M2	311.00	\$ 5.78	\$ 1,797.58
2706-3	Retro Refl. Pavement markers (BD)	EA	16.00	\$ 6.05	\$ 96.80
2710-6	Directional Arrows, painted	EA	4.00	\$ 38.50	\$ 154.00
2710-25-61	Solid Traffic Stripe (white) 6"	M1	196.40	\$ 1.10	\$ 216.04

Unit Price Includes:

All labor, equipment & materials.

Unit Price Does Not Include:

Erosion Control, Engineering, Testing

**TOTAL: \$ 76,683.68**

Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price

The prices quoted are binding for 30 days after project bid date. After such date, the prices are subject to escalation based upon increases in costs.

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

By: Kevin R. Leadbetter  
 Jacksonville Area Manager  
 Title: APAC-Southeast, Inc.  
 First Coast Division

Accepted: Nassau County - Board of County

By: [Signature]  
 5-14-03

ATTEST: \_\_\_\_\_ Date

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

Approved as to Form by the Nassau County Attorney

[Signature]  
 Michael S. Mullin

**APPROVED**

DATE 5-14-03 [Signature]

12:00 Commissioner Deonas requested a clarification of the proposed concession procedures. Mr. Mullin suggested that, for the resort areas, the Board issue a resort license to the Plantation and the Ritz-Carlton, for example, with a defined area. The concessions that serve those resorts are under contract with those resorts; however, he is still addressing the non-resort areas.

12:01 It was moved by Commissioner Marshall, seconded by Commissioner Deonas, and unanimously carried to approve a proposal from APAC-Florida, Inc. in the amount of \$76,683.68 for the turn lane on U.S. 1 and Church Road with funds to be expended from the District 5 Impact Fee Account.

12:03 The Board discussed the paving of Bismark Road and taking the first curve out of the dirt road by moving the road. Mrs. Peterson, the owner of the property on both sides of the road, has agreed to the moving of the road to the east side. Upon the request and recommendation of the County Attorney, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant, and unanimously carried to accept Mrs. Peterson's deed, subject to Mr. [redacted] and Mr. Deliz signing off on that as being the only property required for this project, and present it to Mr. Mullin for recording.



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

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

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

MICHAEL S. MULLIN  
County Attorney

May 28, 2003

Mr. Kevin R. Leadbetter  
APAC-Southeast, Inc.  
First Coast Division  
Post Office Box 24728  
Jacksonville, FL 32241-4728

Re: SR-15 - US-1 Turn Lane

Dear Mr. Leadbetter:

Enclosed is an original, fully executed agreement for the referenced project as approved by the Nassau County Board of County Commissioners on May 14, 2003 in the amount of \$76,683.68.

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

Sincerely,

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

jgb

Enclosure

**CHANGE ORDER APPROVAL FORM**

PROJECT: Church Road/US 1 Turn Lane

CHANGE ORDER NUMBER: 001

\_\_\_\_\_

DATE: March 9, 2004

\_\_\_\_\_

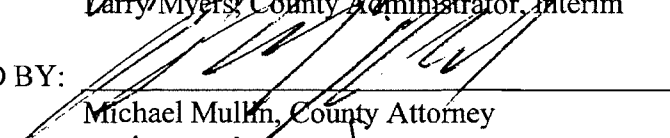
CONTRACT NUMBER: N/A

TO CONTRACTOR: APAC-Florida, Inc. Jacksonville Division

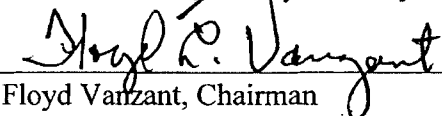
Original Contract Sum.....	\$	<u>76,683.68</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>76,683.68</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>3,439.71</u>
New Contract Sum Including this Change Order.....	\$	<u>80,123.39</u>

APPROVED BY:   
Larry Myers, County Administrator, Interim

DATE: 3-29-04

APPROVED BY:   
Michael Mulkin, County Attorney

DATE: 3/16/04

APPROVED BY:   
Floyd Varzant, Chairman

DATE: 3-10-04

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

DATE: 3/11/04

County   
 Contractor   
 Field   
 Other

**CHANGE ORDER REQUEST**

PROJECT: Church Road & US 1 Turn Lane CHANGE ORDER NUMBER: 01  
 DATE: February 27, 2004  
 CONTRACT NUMBER: N/A

TO CONTRACTOR: APAC-Florida, Inc. - Jacksonville Division  
P. O. Box 24728 Jacksonville, FL 32241-4728

The contract is changed as follows:


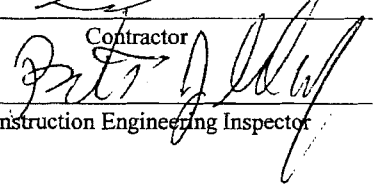
1. Adjust original contract quantities to reflect actual quantities measured in place upon completion of the project.
2. Add new pay item for Silt Fence & Hay Bales and Concrete Driveway (6') as required by FDOT permit but not included in contractor's original bid price.

<u>Item#</u>	<u>Description</u>	<u>Contract Qty.</u>	<u>Revised Qty</u>	<u>Change in Value</u>
2285-712	Opt. Base Grp. 12	375 M2	360 M2	(1,035.00)
2300-1-3	Bituminous Tack Coat	135 LT	84 LT	( 204.00)
2334-1-13	Superpave TL-C	126 MT	132.07 MT	594.86
2337-7-5	Asphalt Friction Course	17.10 MT	18.17 MT	160.50
6700	Silt Fence & Hay Bales	0	1 LS	770.55
6701	Concrete Driveway (6')	0	20 M2	3,152.80

Original Contract Sum.....	\$	<u>76,683.68</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>76,683.68</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>3,439.71</u>
New Contract Sum Including this Change Order.....	\$	<u>80,123.39</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

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

ACCEPTED BY:  DATE: 3/4/04  
Contractor  
 APPROVED BY:  DATE: 3/9/04  
Construction Engineering Inspector

X

Agenda Request For:        March 10, 2004

Department:    Capital Projects Administration

Background: The Board of County Commissioners on May 14, 2003 approved a contract with APAC-Florida, Inc. – Jacksonville Division to complete the intersection improvements for Church Road and US 1 in the amount of \$76,683.68. The project has been completed, however, the contract has not been closed out. In order to close out the contract, several adjustments need to be made to the quantities originally submitted to reflect the actual quantities measured in place in the field.

In addition, two other contract modifications need to be made. The project was permitted through FDOT as the majority of the work took place in their ROW. The permit required the use of silt fencing and hay bales. These two items were not included in the contractors' original proposal as they were not shown on the plans bid on by the contractor. The contractor in has submitted a proposal of \$770.55 for these items. The second item is to establish a pay item for Concrete Driveway required by the FDOT permit. The contractor has submitted a proposal in the amount of \$3,152.80 for the installation of the concrete driveway and associated MES's.

A change order reflecting the adjusted quantities has been attached for your review.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:    Would have a minimal impact on future roadway improvement projects to be funded by 505 Transportation Impact Fees.

Action requested and recommendation:    Staff requests and recommends that the Board of County Commissioners approve Change Order No. 001 to APAC-Florida, Inc. in the amount of \$3,439.71 in order to close out the US 1 / Church Road Turn Lane project.

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

**APPROVED**

DATE 3-10-04 *QJR*

Funding Source: There are available funds within the existing budget,  
acct. # 41155541-563179 US 1 / Church St Turn Lane, to cover the  
adjustment in quantities and cost. *Conance Gately 3/8/04*

Reviewed by:

*County Admin - WMM*  
Department Head *GA*

Legal

Finance

Administrator *Joseph Vanzant*

Revised 02/04

03/01/2004  
09:08:52

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

PAGE 5  
glytdbud

FOR 2004 99

141	NC IMPACT FEE ORD FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
41155541 PLANNING D505-TRANSPORTATION								
-----								
41155541	361101 INTEREST-BANK	-250	0	-250	-91.92	.00	-158.08	36.8%
41155541	361120 INTEREST-SBA	-5,000	0	-5,000	-2,395.05	.00	-2,604.95	47.9%
41155541	363241 TRANSPORTATION IMPACT FEE	-90,000	0	-90,000	-72,954.37	.00	-17,045.63	81.1%
41155541	369300 REFUND OF PRIOR YEAR EXPEN	0	0	0	.00	.00	.00	.0%
41155541	389910 BALANCES FORWARD-CASH	-456,171	-97,065	-553,236	.00	.00	-553,236.00	.0%
41155541	531015 IMPACT FEE STUDY	0	1,700	1,700	.00	.00	1,700.00	.0%
41155541	549021 ADMINISTRATIVE FEE-CLERK	4,500	0	4,500	3,118.75	.00	1,381.25	69.3%
41155541	563100 ROAD CONSTRUCTION/IMPROVEM	542,421	66,225	608,646	.00	.00	608,646.00	.0%
41155541	563130 OLD DIXIE HYW MIDDLE SCHOO	0	20,000	20,000	.00	.00	20,000.00	.0%
41155541	563165 CHURCH ST - CLOSED ACCOUNT	0	0	0	.00	.00	.00	.0%
41155541	563166 BOOTH RD WIDENING	0	0	0	.00	.00	.00	.0%
41155541	563167 CR115/RR IMPROV	0	0	0	.00	.00	.00	.0%
41155541	563179 US1/CHURCH ST TURN LANE *	0	9,140	9,140	.00	.00	*9,140.00	.0%
41155541	563406 RATLIFF RD VOLUNTEER FIRE	0	0	0	.00	.00	.00	.0%
41155541	563409 BYPASS ROAD	0	0	0	.00	.00	.00	.0%
TOTAL PLANNING D505-TRANSPORTATION		-4,500	0	-4,500	-72,322.59	.00	67,822.59	1607.2%



**APAC - SOUTHEAST, INC.**  
 First Coast Division  
 P O Box 24728  
 Jacksonville, FL 32241-4728  
 (904) 288-6300



Customer: Naessau Co. BOCC  
 P.O. Box 1010  
 Fernandina Beach, FL 32035-1010

Contact: Chip Oxley Jr.  
 Phone: 804-321-5703

Invoice #: 774279-02701  
 Invoice Date: 03/02/04  
 APAC Job #: 774279  
 Period Ending: 09/30/03  
 Customer #: 51022402

Project: US1 & Church Rd. Turn Lane

Job#	Job#	Type	OWNER'S ITEM NO.	ITEM #	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	CONTRACT UNIT PRICE	TOTAL BID	CURRENT QUANTITY	CURRENT VALUE COMPLETED	JOB TO DATE QUANTITY	JOB TO DATE VALUE
774279	51501		2110-1-1	0010	Clearing & Grubbing	1.00	LS	\$10,000.00	10,000.00	0.00	0.00	1.00	10,000.00
774279	51501		2120-1	0020	Regular Excavation	146.00	M3	\$6.74	984.04	0.00	0.00	146.00	984.04
774279	51501		2120-6	0030	Embankment	112.00	M3	\$19.56	2,190.72	0.00	0.00	112.00	2,190.72
774279	51501		2160-4	0040	Type B Stabilization	450.00	M2	\$5.12	2,304.00	0.00	0.00	450.00	2,304.00
774279	51501		2183-712	005099	Optional Base (Group 12)	375.00	M2	\$89.00	33,375.00	0.00	0.00	375.00	33,375.00
774279	51501		2300-1-3	0060	Bituminous Material (Tack Coat)	135.00	LT	\$4.00	540.00	0.00	0.00	135.00	540.00
774279	51501		2334-1-13	0070	Superpave TL-G (140mm)	126.00	MT	\$98.00	12,348.00	0.00	0.00	126.00	12,348.00
774279	51501		2337-7-5	0080	Asphalt Friction Course (FC-5)	17.10	MT	\$150.00	2,565.00	0.00	0.00	17.10	2,565.00
774279	51501		2425-1-910	0090	Inlets (Closed Flume)	2.00	EA	\$6,330.00	12,660.00	0.00	0.00	2.00	12,660.00
774279	51501		2520-1-10	0100	Curb & Gutter, Concrete Type	97.00	M1	\$39.00	3,783.00	0.00	0.00	97.00	3,783.00
774279	51501		2522-1	0110	Concrete Ditch Pavement	13.00	M2	\$78.00	988.00	0.00	0.00	13.00	988.00
774279	51501		2570-5	0120	Fertilizer	0.10	MT	\$330.00	33.00	0.00	0.00	0.10	33.00
774279	51501		2570-9	0130	Water for Grassing	9.00	KL	\$16.50	148.50	0.00	0.00	9.00	148.50
774279	51501		2515-1-6	0140	Sodding (Bermuda)	311.00	M2	\$5.78	1,797.58	0.00	0.00	311.00	1,797.58
774279	51501		2706-3	0150	Reto Reflective Pavement Mat	16.00	EA	\$6.05	96.80	0.00	0.00	16.00	96.80
774279	51501		2710-6	0160	Directional Arrows, painted	4.00	EA	\$38.50	154.00	0.00	0.00	4.00	154.00
774279	51501		2710-25-61	0170	Spild Traffic Strips (White)(15)	196.40	M1	\$1.10	216.04	0.00	0.00	196.40	216.04
774279	51501		6700	6700	Silt Fence & Hay Bales	1.00	LS	\$770.55	770.55	1.000	770.55	1.000	770.55
774279	51501		6701	6701	Concrete Driveway (6)	20.00	M2	157.60	3,152.80	20.000	3,152.80	20.000	3,152.80
TOTAL VALUE OF WORK COMPLETED:										4,911.35	80,233.39	0.00	
Less: Retainage @ 0.00%										0.00	0.00		
Less: Subtotal										4,911.35	80,233.39		
Less: Previous Billings													
Less: Other													
CURRENT AMOUNT DUE THIS INVOICE =										\$ 4,911.35	\$ 4,911.35		

Any Communications concerning disputed debts, including but not limited to, an instrument tendered as full satisfaction of a debt, are to be sent to the address listed above:  
 ATTN: Jennifer Edwards

Terms: Net 30



APAC-Florida, Inc.
Jacksonville Division
P.O. Box 24728
Jacksonville, FL 32241-4728

Subcontract Quotation

To: Nassau County - Board of County Commissioners

Bid #

Date: 5/8/2003

FAX:

Project: SR-15 - US-1 Turn Lane

Attn: Dawn Stevenson

Location: SR-15 and Church Rd.

Table with 7 columns: Item #, Description of Work, Unit, Quantity, Price, Amount. Lists various construction items like Clearing & Grubbing, Regular Excavation, Embankment, etc.

Unit Price Includes:

All labor, equipment & materials.

Unit Price Does Not Include:

Erosion Control, Engineering, Testing

TOTAL: \$ 76,683.68

Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price

The prices quoted are binding for 30 days after project bid date. After such date, the prices are subject to escalation based upon increases in costs.

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

By: Kevin R. Leadbetter
Jacksonville Area Manager
APAC-Southeast, Inc.
First Coast Division

Accepted: Nassau County - Board of County

By: [Signature]
5-14-03
Date

ATTEST:

[Signature]

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

Approved as to Form by the Nassau County Attorney

Michael S. Mulvan

RECEIVED
COUNTY COORDINATORS
OFFICE
03 MAY 28 PM 3:25

APPROVED

DATE 5-14-03 [Signature]

10: 7500' el 24/03

**IN THE FOURTH JUDICIAL CIRCUIT COURT  
IN AND FOR NASSAU COUNTY, FLORIDA  
CIVIL DIVISION**

APAC-SOUTHEAST INC.,

Plaintiff,

vs.

NASSAU COUNTY, a political subdivision  
of the State of Florida,

Defendant/Third Party Plaintiff,

vs.

WINDSTREAM FLORIDA, INC. f/k/a ALLTEL  
FLORIDA, INC. a Florida corporation

Third Party Defendant.

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**SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into on the last date of execution below, between and among APAC-SOUTHEAST, INC., (hereinafter "APAC"), NASSAU COUNTY, a political subdivision of the State of Florida, (hereinafter "COUNTY"), and WINDSTREAM FLORIDA, INC. f/k/a ALLTEL FLORIDA, INC., (hereinafter "WINDSTREAM").

**BACKGROUND**

A. In August 1998, APAC and the County entered into a contract for construction of County Road 108 from County Road 121 to U.S. 1 in Callahan, Florida (hereinafter the "Project"). In August 2003, APAC sued the COUNTY for breach of contract and claimed damages. In December 2003, County filed a Third Party Complaint against WINDSTREAM requesting indemnification and other relief associated with the Project. The above-referenced claims are pending in the action entitled APAC-Southeast, Inc. v. Nassau County v. Windstream Florida, Inc. f/n/a Alltel-Florida, Inc., Case No. 03-478-CA, pending in the Fourth Judicial Circuit in and for Nassau County Florida.

B. To fully and finally resolve this matter, the Parties have agreed to the terms set forth herein.

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

### 1. RELEASE AND DISCHARGE

In consideration of the payment set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties their assigns, administrators, trustees, agents, legal representatives, and successors, completely release, acquit, and discharge, and by these presents do hereby release, acquit, waive and forever discharge one another, their past, present, and future employees, officers, directors, attorneys, agents, insurers, consultants, sureties, subcontractors, servants, representatives, trustees, successors in interest, assigns, parents, subsidiaries, and affiliates of and from all past, present, or future claims, demands, suits, debts, controversies, issues, disputes, agreements, promises, variances, trespasses, judgments, executions, liabilities, obligations, actions, causes of action, breach of contract claims, pass-through claims of subcontractors, damages, costs, attorney's fees and litigation costs, expenses, and compensation of any kind or nature whatsoever, whether based on tort, contract, or any other theory of recovery, which any of them has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way arising from the subject Project, whether or not asserted in this lawsuit. This Release and Discharge shall be fully binding and a complete settlement, release and discharge of any and all liability between and among the Parties.

### 2. RELEASE OF ALL DAMAGES

The Parties each hereby further acknowledge and agree that the Release and Discharge set forth in Paragraph 1 expressly waives and assumes the risk of any and all claims for damages which exist as of this date, including those of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the decision the Parties to enter into this Settlement Agreement and Release. The Parties further agree that they have accepted or paid the sums specified herein as a complete compromise and settlement of matters involving disputed issues of law and fact and they assume the risk that the facts or law may be otherwise than they believe. It is understood and agreed by the Parties that this settlement is a compromise of doubtful and disputed claims, and the payment is not to be construed as an admission of liability on the part of the Parties, by whom liability is expressly denied.

### 3. PAYMENT

In consideration of the Release and Discharge set forth above, the County agrees to pay to APAC the sum of TWENTY THOUSAND dollars (\$20,000.00). In further consideration of the Release and Discharge set forth above, Windstream agrees to pay to APAC the sum of TWENTY THOUSAND dollars (\$20,000.00). These sums shall be paid within thirty (30) days from the full execution of this Settlement Agreement and Release by the last party to execute this Settlement Agreement and Release, after which time interest shall accrue at the approved statutory rate.

4. ATTORNEY'S FEES AND COSTS

The Parties hereto shall pay their own attorney's fees, costs and expenses of any nature incurred in connection with the claims submitted by APAC to the County and those claims submitted by the County to Windstream, including this lawsuit, any mediation and negotiation of this settlement, the drafting of this Settlement Agreement and Release, and the matters and documents referred to herein, and all other matters related to this settlement.

5. WARRANTY OF CAPACITY TO EXECUTE THIS SETTLEMENT AGREEMENT

The Parties each represent and warrant to the other that no other person, firm or corporation has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release, except as otherwise set forth herein, and that they have the sole right and exclusive authority to execute this Settlement Agreement and Release and to pay and receive the sum specified in it; and that none of the Parties have sold, assigned, transferred, conveyed, compromised or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release.

6. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Settlement Agreement and Release contains the entire agreement between the Parties with regard to the matters set forth herein, and all prior oral or written representations merge and are integrated herein, and shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of each.

7. REPRESENTATIONS OF COMPREHENSION OF SETTLEMENT AGREEMENT

In entering this Settlement Agreement and Release, the Parties represent that each has read the agreement and understands the content and effect of this Settlement Agreement and Release. Each Party hereto understands the effect of a general release and fully intends that the Release and Discharge, which is a part of this Settlement Agreement and Release, be specifically included herein. Each Party hereto voluntarily executed this Settlement Agreement and Release and did not do so under promise, duress, threat, or coercion of any kind.

8. GOVERNING LAW

This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of Florida.

9. ADDITIONAL DOCUMENTS

The Parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action, which may be necessary or appropriate, to give full force and effect to the terms and intent of this Settlement Agreement and Release, including the filing of dismissals with prejudice in the above-referenced action.

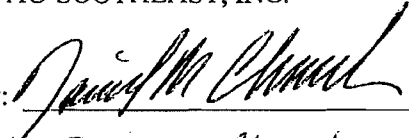
10. SURVIVAL OF THE CONSTRUCTION CONTRACT

It is agreed between APAC and the County that this Settlement Agreement and Release shall not alter or amend in any manner the force and effect of the original Contract, including warranties, express and implied.


11. EFFECTIVE DATE:

This Settlement Agreement and Release shall become effective and binding upon each of the Parties upon the date that it is executed by the last of the Parties to sign this Settlement Agreement and Release.

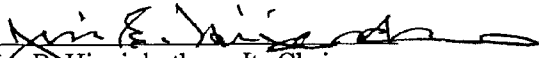
APAC-SOUTHEAST, INC.

By:   
Name: David M Church  
Title: Vice President  
Date: 7/5/07

WINDSTREAM FLORIDA, INC.  
f/w/a ALTEL FLORIDA, INC.

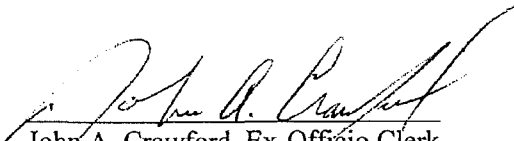
By:   
Name: Robert G Clancy  
Title: SUP & Treasurer  
Date: 6/20/07

NASSAU COUNTY, a political subdivision  
of the State of Florida

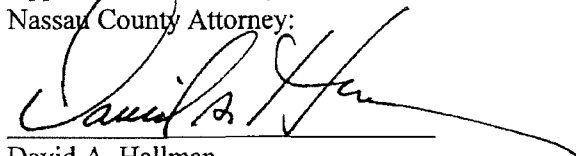
By:   
Jim B. Higginbotham, Its Chair

Attest as to Chairman's Signature:

Date: June 21, 2007

  
John A. Crawford, Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

  
David A. Hallman

By: DAVID A. HALLMAN

Title: COUNTY ATTORNEY