

CONTRACT

THIS CONTRACT entered into this 21st day of December, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and DAYMON WELL DRILLING, INC., 1763 Long Bay Road, Middleburg, Florida 32068, hereinafter referred to as "CONTRACTOR".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received proposals for the installation of a Potable Well at the North End Nature Center and Marine Park; and

WHEREAS, Daymon Well Drilling, Inc., was the best responsive bidder for the project and was awarded the bid on December 14, 2005.

RECITALS

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other mutually agreed upon considerations contained herein, the parties agree as follows:

SECTION 1. DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the Bid Specifications, made a part of this Contract, and attached hereto as Exhibit A, is to furnish all labor, materials, freight, transportation and all appurtenances to install one new well to produce potable water for the North End Boat Ramp (also known as the Dee Dee Bartels Nature Center and Fishing Pier at the North End Boat Ramp). Contractor shall

supply all labor, equipment and materials necessary to permit, drill, pit case and install one new four inch by two inch aquifer well. The pump shall be set to a depth to supply an uninterrupted flow of water. The well shall be installed per standards of the St. Johns River Water Management District, the Florida Department of Environmental Protection, and the Florida Department of Health, for a public supply well.

SECTION 2. TIME OF PERFORMANCE

The Contractor will commence the Work required by the Bid Specifications, which are attached hereto as Exhibit "A", within thirty (30) calendar days after the date of the Notice to Proceed and Work pursuant to this contract shall be completed and clear water samples provided not later than March 15, 2006.

SECTION 3. COMPENSATION

The County has determined and declared the Contractor to be the lowest responsible bidder on the project and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit: Fifteen Thousand Five Hundred Dollars (\$15,500.00). The County shall pay the Contractor for the Work set forth in Section 1, Description of Services to be Provided. Payments will be disbursed in the following manner: Payments shall be made within forty five (45) days of receipt of Contractor's invoice, and shall be paid pursuant to Florida Statutes 218.70, the Prompt Payment Act. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation indicating the percentage of completion

and shall be reviewed by the Building Maintenance Director and approved or denied and sent to the Contract Manager for review and/or approval. Said invoice will then be provided to the County Administrator and Clerk of Courts for review and recommendation to the Board of County Commissioners.

The Contractor shall not be paid additional compensation for any and/or all loss, or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Contractor, by executing this contract, affirms that he has inspected the job site, knows of the site conditions, knows of the type of equipment necessary and said bid was submitted in contemplation of these facts.

SECTION 4. CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of the Clerk, 76347 Veterans Way, Yulee, Florida 32097. All documents submitted by Contractor in relation to said bid are, by reference, made a part hereof as if set forth herein in full.

SECTION 5. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend, and hold harmless Nassau County, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this Contract. The Contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Nassau County's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

Workers' Compensation: The Contractor shall agree to maintain Workers Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be

amended allowing Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of construction. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been

endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

Waiver of Subrogation: Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a

condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Subcontractors: It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Umbrella or Excess Liability: The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form", the County shall be endorsed as an Additional Insured.

Right to Review: The County, through its Risk Management Coordinator, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION 6. PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any

lien for labor or materials delivered in the performance of this Contract against the County. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION 7. WORK CHANGES

The County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the Chairman of the Board of County Commissioners representing the County. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties.

SECTION 8. COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done are to comply with all local state and federal laws and regulations.

SECTION 9. CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of

the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION 10. NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed, Contractor shall submit a request for inspection in writing to the Building Maintenance Director.

SECTION 11. INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the contract documents, Building Maintenance Director shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Building Maintenance Director shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section 3. If, on such inspection the Building Maintenance Director is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him to correct the deficiencies so pointed out at no additional charge to the County, and otherwise on terms and conditions specified by

the Building Maintenance Director. Such examination, inspection, or tests made by the Building Maintenance Director, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION 12. ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

SECTION 13. LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION 14. SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION 15. ASSIGNMENT

Contractor shall not delegate, sublet or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the County.

SECTION 16. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the County, by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the County may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the County for any additional cost incurred by it in its completion of the work. The County may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the County for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the County for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the County may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.
- B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time

stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the County one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the County for the amount thereof.

- C. Damages for Delay. Except as set forth in Paragraph B, there shall be no damages for Delay.
- D. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to:
 - (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts by the County, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, strikes, freight embargoes and weather of

unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions. However, the Contractor must promptly notify the County in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The County may terminate this agreement with or without cause by giving the vendor/contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

SECTION 17. LAW AND VENUE

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.

SECTION 18. REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the County for any expenditures incurred by the County in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove

to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the County to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the County in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the contract.

SECTION 19. APPROPRIATION APPROVAL

Appropriations necessary for the funding of this Agreement have been secured through a Land and Water Conservation Grant from the Florida Department of Environmental Protection. Contractor acknowledges that this is the sole and entire funding source for this project and that there are no funds available from the Board of County Commissioners. The Contractor is solely responsible for any and all costs beyond the total dollar amount of this agreement including any changes in the scope of work set forth in the Agreement. All work completed pursuant to this contract must be completed by March 31, 2006. Failure to complete said work will result in non-payment.

SECTION 20. DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and Contract Manager and provided by overnight mail,

UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Building Maintenance Director or their designee, the Contract Manager, and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contract Manager and the County Attorney and the County Administrator, the Contract Manager and the Building Maintenance Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 21. ENTIRE AGREEMENT

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

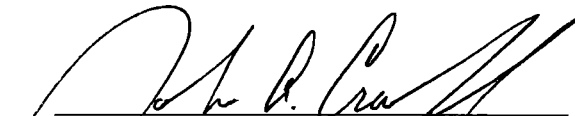
IN WITNESS WHEREOF, the parties have executed this contract
at Nassau County, Florida, this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



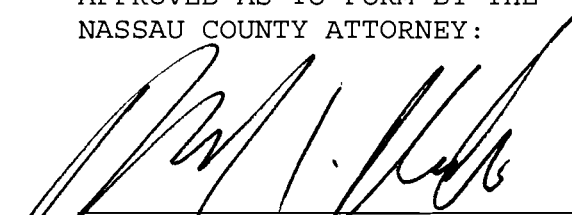
ANSLEY N. ACREE
CHAIRMAN

ATTEST:



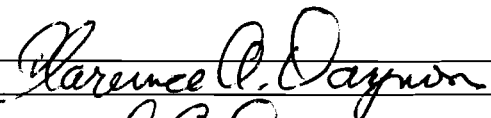

JOHN A. CRAWFORD
EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

DAYMON WELL DRILLING, INC.

By: 
Its: 

STATE OF FLORIDA
COUNTY OF CLAY

Before me personally appeared, Kenneth N Choate, who is personally known ✓ or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14 day of JANUARY 2006, 2005.

Kenneth N Choate
Notary Signature

Notary-Public-State of
My Commission expires:

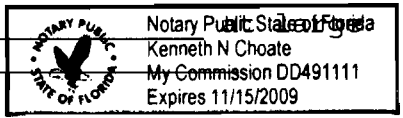


EXHIBIT "A"

Specifications for Nassau County North End Boat Ramp New Well

Supply all labor, materials, freight and all appurtenances to install one new well to produce potable water for the North End Boat Ramp, (also known as the Dee Dee Bartels Nature Center and Fishing Pier at the North End Boat Ramp). Contractor shall supply all labor, equipment and materials necessary to permit, drill, pit case and install one new four inch by two inch aquifer well. The pump shall be set to a depth to supply an uninterrupted flow of water. The well shall be installed per standards of the St. Johns River Water Management District, Florida Department of Environmental Protection, and Florida Department of Health, for a public supply well.

Well description: One four inch by two inch well with pit casing installed from twelve inches minimum above a six foot by six foot by four inch concrete slab, down to the first strata. Install a down turn vent with a #24 mesh non-corrosive screen.

Pump description: Pump shall be capable of producing a minimum of thirty gallons per minute at 50 pounds per square inch gauge pressure. Install at the minimum a one and a half horsepower pump motor. Motor shall be single phase with start assembly and motor contactor, operated by a pressure switch.

System Equipment: Furnish labor, equipment and materials to install piping for submersible pump, wellhead, one eighty gallon utility tank, a one hundred twenty gallon equivalent bladder tank with chlorinator pump injection system. System shall terminate with a two inch supply line, and a gate valve capped or plugged on the leaving side for Owner's use.

Well location: Owner will instruct contractor the desired location on the property complying with setbacks for OSTDS and wetlands.

Instructions: Well shall be air developed for two hours at maximum volume, test pump until well is sediment free. All test for clearance samples shall be the responsibility of the well contractor. Nassau County will install line voltage electrical supply up to electrical controls. Well contractor will terminate wiring and test pump. Well contractor shall warranty all work and materials for not less than one year full parts and labor.

Permits: Well installer contractor shall be responsible for obtaining all necessary permits required by agencies having jurisdiction.



THOMAS GALLAGHER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 08/16/2005 ** EXPIRATION DATE: 08/16/2007

PERSON: DAYMON CLARENCE A JR

SSN: 5-2085835

BUSINESS NAME: DAYMON WELL DRILLING INC
ADDRESS: 1763 LONG BAY RD
MIDDLEBURG FL 32068

MEETS REISSUANCE REQUIREMENTS

SCOPE OF BUSINESS 1 - WELL DRILLING
TRADE:

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.



M GALLAGHER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 08/07/2005

** EXPIRATION DATE: 08/07/2007

PERSON: HEFFNER CHRISTOPHER L

TIN: 512095836

BUSINESS NAME: DAYMON WELL DRILLING INC
ADDRESS: 1763 LONG BAY RD
MIDDLEBURG FL 32068

MEETS REISSUANCE REQUIREMENTS

SCOPE OF BUSINESS OR TRADE: 1- WELL DRILLING

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.



DM GALLAGHER
DEPUTY FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 07/30/2004

** EXPIRATION DATE: 07/30/2006

PERSON:

HEFFNER

EMPLOYEE E

SSN:

209883

BUSINESS NAME:

RAYMON WELL DRILLING INC

ADDRESS:

1763 LONG BAY RD

MIDDLEBURG

FL 32068

MEETS REISSUANCE REQUIREMENTS

SCOPE OF BUSINESS 1 - WELL DRILLING
TRADE:

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

FILE COPY

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID TR DATE (MM/DD/YYYY)
 DAYMO-1 01/23/06

PRODUCER
 Miller Insurance Group Inc. NS
 Northside Branch
 9263 Lee Turner Road
 Jacksonville FL 32208
 Phone: 904-764-9554 Fax: 904-764-9517

INSURID
 Dayson Well Drilling
 1763 Long Bay Rd
 Middleburg FL 32068

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

FILE COPY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

RISK ADJ'L LTR	INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	7709AC6540483001	06/12/05	06/12/06	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 300000 GEN'L AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 500000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. D SEASE - EA EMPLOYEE \$ E.L. D SEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Nassau County, a political subdivision of the State of Florida, shall be shown as an additional insured party under all of the above parties.

CERTIFICATE HOLDER

Nassau County Board of County Commissioners
 Joyce Bradley
 76347 Veterans Way
 Yulee FL 32097

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 David Miller.

ACORD 25 (2001/08) 904 548-4669 548-4687 VICKI SMITH, Florida

RECEIVED JAN 30 2006

NOTICE TO PROCEED

TO: DAYMON WELL DRILLING INC.
1763 LONG BAY ROAD
MIDDLEBURG, FL 32068


DATE: January 27, 2006

PROJECT: **POTABLE WELL**
North End Nature Center &
Marine Park
Nassau County, Florida

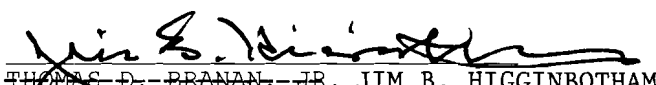
You are hereby notified to commence work in accordance with the Agreement dated the 21st day of December, ~~2006~~ ²⁰⁰⁵, within thirty days of the date of the Notice to Proceed and you are to fully complete the Work and clear water samples provided not later than March 15, 2006. The Date of Completion of all Work is therefore March 15, 2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

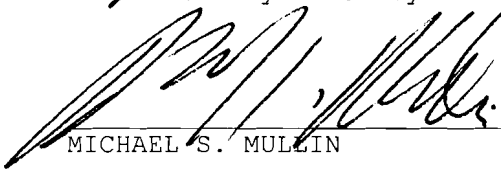

JOHN A. CRAWFORD

~~Its: Ex-Officio Clerk~~ CSO


THOMAS D. BRANAN, JR.

JIM B. HIGGINBOTHAM
Its: Chairman Vice Chairman

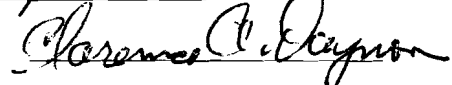
T. J. GREESON
Approved as to form by the
Nassau County Attorney:
CHIEF OF STAFF/OPERATIONS


MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: _____ this the 31st day of
FEBRUARY, 2006

By: 

Title: OWNER