

COMPLETION CONTRACT

This Completion Contract entered into this 6th day of June, 2007, by and between APAC SOUTHEAST, INC., hereinafter referred to as "Contractor", and Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and hereinafter jointly referred to as "the Parties".

In consideration of their mutual promises made herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the Parties, to be legally bound, hereby agree as follows:

1. The Work. Contractor will perform the work described in the attached Exhibit "A" ["Scope of Work"] and in accordance with the General Conditions contained in Exhibit "B". Contractor will commence work on the job no later than June 18, 2007, and shall complete the work within one hundred (100) calendar days of commencement. The date of commencement is critical and the Parties acknowledge that the Owner will loose its entitlement to state grant funds if this commencement date is not met. Notwithstanding any other provision of this Completion Contract to the contrary, if in whole or part as the result

of failure to make progress on this project Nassau County loses the state grant funding for this project, or any portion thereof, Nassau County shall have the option to immediately terminate this Completion Contract for a payment of One Hundred Dollars (\$100.00), and shall not be liable to the Contractor for any further payment (except for work performed) or for damages. Notwithstanding any other clause to the contrary, the Contractor shall not be liable to the County for liquidated or other damages for late completion. The surety RFQ package and its addendums attached as Exhibit "C" are incorporated by reference into the contract of the Parties.

2. Price and Manner of Payment for Work. The total cost for the Work will be \$4,587,645.55, except that the Contractor's bid is predicated upon an estimated quantity of 47,234 tons of asphalt at \$76.00 per ton. The Parties acknowledge that the quality of the roadway base may require an adjustment in the number of tons of asphalt required to achieve cross slope and longitudinal correction. The Contractor will be paid at \$76.00 per ton for asphalt installed for all asphalt actually installed. Similarly, the Parties agree that the Contractor will be paid for actual quantities of temporary striping installed

at the per unit bid price, with a total price for temporary striping not to exceed \$62,750.00 for 251,000 linear feet.

3. Miscellaneous. This Completion Contract is made in the State of Florida and is governed by Florida law. This is the entire Completion Contract between the Parties and may not be modified or amended except by a written document signed by both parties. This Completion Contract may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Completion Contract. Provisions in this Completion Contract and Exhibit "A" shall take precedence over any contradicting provisions in Exhibit "B", if such conflicts are determined to exist.

Headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Completion Contract. Wherever used, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires. The Parties agree to submit any dispute regarding the terms of this Completion Contract to mediation and, if unsuccessful, to arbitration. Nassau County, Florida, is the proper venue for any litigation or arbitration involving this Agreement. This Completion Contract may not be assigned or

delegated by either Party without the prior written consent of the other party.

In witness whereof, the Parties have signed this Completion Contract as of the day and year first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 4/8/07

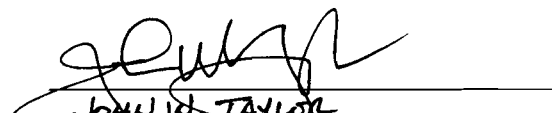
Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

CONTRACTOR:

APAC SOUTHEAST, INC.
First Coast Division



JOHN W. TAYLOR
Its: VICE PRESIDENT

6

Rec 69.50

THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NO. 8213-39-49

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

* CONTRACTOR (Name and Address):
APAC - SOUTHEAST, INC.
11482 COLUMBIA PARK DR. W., STE. 3
JACKSONVILLE, FL 32258

SURETY (Name and Principal Place of Business):
FEDERAL INSURANCE COMPANY
1100 WALNUT STE 1800A
KANSAS CITY, MO 64141

OWNER (Name and Address):
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1010
FERNANDINA BEACH, FL 32035

CONSTRUCTION CONTRACT
Date: JUNE 6, 2007
Amount: \$4,587,645.55
Description (Name and Location): FULL DEPTH RECONSTRUCTION OF CR 121 FROM US 1 TO THE DUVAL COUNTY LINE

BOND
Date (Not earlier than Construction Contract Date): JUNE 11, 2007
Amount: \$4,587,645.55
Modifications to this Bond: [X] None [] See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
APAC - SOUTHEAST, INC.

SURETY
Company: (Corporate Seal)
FEDERAL INSURANCE COMPANY

Signature: [Handwritten Signature]
Name and Title: JOHN W. TAYLOR, VICE PRESIDENT

Signature: [Handwritten Signature]
Name and Title: TINA DAVIS, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: 801-533-3600 Marsh USA Risk & Insurance Services 15 W. South Temple, Ste. 700 Salt Lake City, UT 84101
OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is

determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NO. 8213-39-49

AIA Document A312

Payment Bond

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11482 COLUMBIA PARK DR. W., STE. 3
JACKSONVILLE, FL 32258

SURETY (Name and Principal Place of Business):
FEDERAL INSURANCE COMPANY
1100 WALNUT STE 1800A
KANSAS CITY, MO 64141

OWNER (Name and Address):
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1010
FERNANDINA BEACH, FL 32035

CONSTRUCTION CONTRACT

Date: JUNE 6, 2007
Amount: \$4,587,645.55
Description (Name and Location): FULL DEPTH RECONSTRUCTION OF CR 121 FROM US 1 TO THE DUVAL COUNTY LINE

BOND

Date (Not earlier than Construction Contract Date): JUNE 11, 2007
Amount: \$4,587,645.55
Modifications to this Bond:

[X] None [] See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
APAC - SOUTHEAST, INC.

SURETY
Company: (Corporate Seal)
FEDERAL INSURANCE COMPANY

Signature: [Handwritten Signature]
Name and Title: JOHN W. TAYLOR, VICE PRESIDENT

Signature: [Handwritten Signature]
Name and Title: TINA DAVIS, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: 801-533-3600
Marsh USA Risk & Insurance Services
15 W. South Temple, Ste. 700
Salt Lake City, UT 84101

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

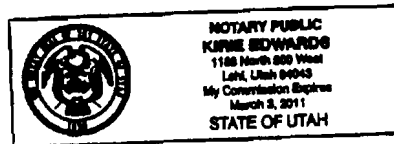
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 11TH day of JUNE, 2007, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

[Handwritten Signature]

Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Marcinda Drysdale and Derik Stevenson of Salt Lake City, Utah

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 2nd day of August, 2006

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 2nd day of August, 2006

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me

known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 26, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing 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 with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

JUNE 11, 2007



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3856

e-mail: surety@chubb.com

Certificate of Insurance

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

This is to Certify that

APAC Southeast, Inc.

P.O. Box 24728

Jacksonville

FL 32241-4728

NAME AND ADDRESS OF INSURED



Liberty Mutual.

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Table with columns: TYPE OF POLICY, EXP DATE, POLICY NUMBER, LIMIT OF LIABILITY. Rows include WORKERS COMPENSATION, GENERAL LIABILITY, AUTOMOBILE LIABILITY, and OTHER. Includes a vertical stamp 'RECEIVED' and 'COUNTY' on the right side.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. SPECIAL NOTICE-ONE: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

NOTICE OF CANCELLATION (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Re: Job # CR 121

Nassau County Board of County Commissioners

PO Box 1010 Fernandina Beach

FL 32035

J. Balazentis (Signature)

Judith Balazentis

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE, 12 Federal Street, Ste. 310 Pittsburgh PA 15212-5706 412-231-1331 6/12/2007 OFFICE PHONE DATE ISSUED

Certificate Holder

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies

NM 772

RECEIVED
2007 JUN 12 PM 3:12
COUNTY ATTORNEY

THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NO. 8213-39-49

AIA Document A312

Performance Bond

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SURETY (Name and Principal Place of Business):
FEDERAL INSURANCE COMPANY
1100 WALNUT STE 1800A
KANSAS CITY, MO 64141

OWNER (Name and Address):
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1010
FERNANDINA BEACH, FL 32035

CONSTRUCTION CONTRACT

Date: JUNE 6, 2007

Amount: \$4,587,645.55

Description (Name and Location): FULL DEPTH RECONSTRUCTION OF CR 121 FROM US 1 TO THE
DUVAL COUNTY LINE
BOND

Date (Not earlier than Construction Contract Date): JUNE 11, 2007

Amount: \$4,587,645.55

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
APAC - SOUTHEAST, INC.

Signature:
Name and Title: JOHN W. TAYLOR, VICE PRESIDENT

SURETY

Company: (Corporate Seal)
FEDERAL INSURANCE COMPANY

Signature:
Name and Title: TINA DAVIS,
Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: 801-533-3600
Marsh USA Risk & Insurance Services
15 W. South Temple, Ste. 700
Salt Lake City, UT 84101

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Rec 69.50

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is

determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

BOND NO. 8213-3049

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

RECEIVED
2007 JUN 12 PM 3:12
DUVAL COUNTY ATTORNEY

CONTRACTOR (Name and Address):
APAC - SOUTHEAST, INC.
11482 COLUMBIA PARK DR. W., STE. 3
JACKSONVILLE, FL 32258

SURETY (Name and Principal Place of Business):
FEDERAL INSURANCE COMPANY
1100 WALNUT STE 1800A
KANSAS CITY, MO 64141

OWNER (Name and Address):
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1010
FERNANDINA BEACH, FL 32035

CONSTRUCTION CONTRACT

Date: JUNE 6, 2007
Amount: \$4,587,645.55
Description (Name and Location): FULL DEPTH RECONSTRUCTION OF CR 121 FROM US 1 TO THE
DUVAL COUNTY LINE

BOND

Date (Not earlier than Construction Contract Date): JUNE 11, 2007
Amount: \$4,587,645.55
Modifications to this Bond:

None See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
APAC - SOUTHEAST, INC.

SURETY
Company: (Corporate Seal)
FEDERAL INSURANCE COMPANY

Signature:
Name and Title: JOHN W. TAYLOR, VICE PRESIDENT

Signature:
Name and Title: TINA DAVIS, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: 801-533-3600
Marsh USA Risk & Insurance Services
15 W. South Temple, Ste. 700
Salt Lake City, UT 84101

OWNER'S REPRESENTATIVE (Architect, Engineer
or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

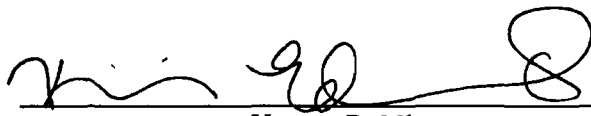
Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

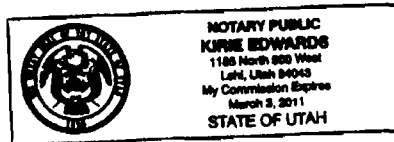
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 11TH day of JUNE, 2007, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Marcinda Drysdale and Derik Stevenson of Salt Lake City, Utah

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 2nd day of August, 2006

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset

On this 2nd day of August, 2006

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing 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 with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this JUNE 11, 2007



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

EXHIBIT "A"

Exhibit A to the Completion Contract for Nassau County Road 121

I. Reference Documents

A. The reference documents, unless otherwise noted shall be included in their entirety and shall be considered a part of this contract as it is written herein. In the event of a conflict between reference documents, the Engineer, as designated by Nassau County, shall decide and provide a written statement resolving such conflict or apparent conflict. The following are the reference documents for this project:

1. The Florida Department of Transportation, "Standard Specifications for Road and Bridge Construction", 2004 Edition (further known as "The Red Book").
2. The Florida Department of Transportation, "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways", May 2005 Edition (further known as "The Green Book").
3. The Florida Department of Transportation, "Roadway and Traffic Standards for Design, Construction, Maintenance and Utility Operations" (Design Standards). July 2004 Edition, Index 600.
4. "Widening and Improvement Plans for County Road 121, Nassau County, Florida" dated February 18, 2005.
5. Typical Section provided by the Engineer prior to or Subsequent to the start of work on this project.

II. Quality Process (QC, VT, IA)

A. The Contractor shall submit for review by the Engineer and approval by Nassau County, a comprehensive Quality Control (QC) Plan in accordance with FDOT Requirements that specifically addresses the construction activities for County Road 121. The QC plan shall include the resumes of all personnel to be used on this project.

B. The Contractor shall provide Quality Control (QC) for the project through the use of internal personnel or the hiring of an independent testing laboratory for the purposes of providing full-time quality assurance of the construction activities at no additional cost to Nassau County. Sufficient numbers of personnel shall be provided to assure coverage of all construction activities. The duties of the QC personnel shall be clearly outlined in the QC plan and shall include the following minimum activities:

Duties of the Contractor QC

1. Documentation of Plant Asphalt production and delivery to the jobsite of all asphaltic concrete materials and mixes.
2. Measuring and documentation of asphaltic concrete temperatures at the time of delivery and at laydown. Temperature shall be measured with a calibrated thermometer while in the delivery truck and in the hopper of the paving machine. Surface thermometers shall not be used.
3. Measuring and documentation of pavement machine settings to achieve the required layer thicknesses after compaction.
4. Measuring and documentation of pavement layer thicknesses by coring on a daily basis for the area covered that day.

5. Measuring and documentation of a control strip compaction process in accordance with FDOT requirements. The control strip compaction process shall be normalized to temperature and verified by laboratory density measurement of cores prior to continuing production.
6. Measurement and documentation of rolling straightedge to comply with surface flatness requirements.
7. Measurement and documentation of day's production using station numbers and GPS.
8. Daily submittal of all documentation to Nassau County and its designated Engineer for review.

C. Nassau County will hire an independent testing laboratory for the purpose of Verification Testing (VT). The VT firm will "Spot check" the QC activities of the contractor and will make independent measurements of quality parameters on a random basis.

D. The Contractor shall provide sufficient personnel, equipment and materials to assure a continuous operation for the work periods.

III. Maintenance of Traffic

A. The Contractor shall be responsible to provide all maintenance of traffic and shall submit a Maintenance of Traffic Plan (MOTP) prior to beginning work. Maintenance of Traffic shall apply 24 hours per day, 7 days per week throughout the term of construction and until the project is accepted by Nassau County as complete. FDOT Design Standards Index 600 shall be followed for MOT.

B. The appropriate subindex of Index 600 shall be used for the conditions on the roadway at the time. For example, if equipment is stored off the roadway, and the roadway lanes are clear during non-work hours, the appropriate warnings and signage such as found in subindex 602 shall be used. During daylight work activities when lanes are not clear and traffic must be interrupted or detoured per lane, subindex 603 shall be used. Other subindexes may be applicable depending on work activities or workflow.

IV. Milling

A. All existing asphaltic concrete above the base material shall be milled to remove the asphaltic concrete in its entirety, so as to expose and scarify the top surface of the base material.

B. Milling shall be done so as to achieve a two percent (2%) cross slope defined from the centerline to the pavement edge and to minimize the amount of base material removed.

C. In areas where coring has shown the base course thickness to be at or less than 6 inches, and to achieve the proper cross slope additional base course must be milled. The Contractor shall provide a thickened asphalt section top compensate for the removed or deficient base at no additional cost to Nassau County. The thickened asphaltic section shall be transitioned into and out of deficient base area for a minimum of 50 linear feet beyond the limits of the deficiency or the length to achieve a transition of not more than ¼ inch in 10 feet, whichever is greater. This additional asphalt shall not include in the required thickness of the asphalt of the asphaltic concrete layer to be applied over the base.

V. Prime Coat Application

A. After proper milling and cleaning of the milled surface to remove dust, debris or laitance, apply a prime coat of RS-1 or approved equivalent material at the rate of not less than 0.15 gallons per square yard (gal/SY). Prime coat shall be applied uniformly by spraybar application to a surface that has a moisture content ranging from a minimum of 8 percent by weight to 11 percent by weight. The surface might require light dampening with a uniform water spray, followed by rolling with a traffic roller. Roller application is not acceptable. VT will be responsible for the verification testing of the Prime Coat. Immediately after application of the prime coat, embed 3 strips of canvas fabric, each 12 inches long, randomly into the first 10 feet of wet prime coat, leaving a 2-inch dry "tail" of canvas to allow gripping the test strip. After 15 minutes of dwell time, pull the canvas "tails". If the prime coat pulls cleanly from the surface of the base material in this "peel test", the prime coat application shall be rejected

B. the prime coat shall be covered with a cover material coated with 2 to 4 percent asphalt cement and applied at a rate of 10 lb/SY. After application of the cover material, roll the surface with a traffic roller to produce a dense mat of priming material over the base material.

C. Provide temporary centerline striping using acrylic striping paint.

VI. Tack Coat Application

A. Prior to the application of the tack coat, clean surface of any loose material, debris, dust or loose cover material. Tack coat to be applied to the primed surface and on the surface of asphalt course prior to placement of the next asphalt course.

B. Apply a uniform spray bar coating of RA-500 tack coat heated to 250F-300F. . (Douglas Asphalt has indicated that 0.05 gal/SY is at the high end of the requirement. Douglas Asphalt has indicated there should be two rates, (1) a fogging application at a target rate of 0.02 – 0.05 gal/SY on the prime surface and; (2) tack coat at a target rate of 0.05 gal/SY on asphalt surface.)

C. Allow the tack coat to dry but remain tacky prior to application of the asphalt pavement layer. Do not allow traffic onto the tack coated surface prior to paving. Paving may be done when the tack coat is sufficiently dry that when a full hand pressure is applied to the surface and pulled away, there is noticeable adhesion but no material is pulled away on the hand or from the primed surface.

VII. Pavement Application

A. To the milled, primed and tacked base surface, apply the first lift consisting of one layer, 1-1/2 inches thick, of SP12.5 asphalt designed in accordance with FDOT requirements. The SP12.5 mix shall be a recent design mix, not more than 90 days old, and shall not contain more than 25 percent recycled asphalt from millings. Roll and compact to a consistent surface texture and density of at least 96 percent of the theoretical maximum density of the mix. All asphalt placements shall be at the temperatures recommended by FDOT.

B. After proper rolling and compaction of the lift, a rolling straightedge and prior to the second lift of asphalt course the Contractor shall be used to check the surface flatness and tolerance. Corrections to the surface flatness shall be made at no additional cost to Nassau County, prior to continuing with the second lift of asphalt.

C. After a correction of surface irregularities in the first lift of asphalt, place the second lift in a continuous layer of 1-1/2 inches, properly rolled and compacted to achieve a density of at least 96 percent of the theoretical maximum density of the mix.

D. Vertical joints in the lifts shall be offset by at least 6 six inches.

E. If more than 48 hours elapses between the placements of asphalt lifts, the surface shall be tack coated with 0.02 gal/SY of RA-500 or approved equivalent tack coat prior to placement of the second lift. All lane joint edges shall be tack coated and cross rolled.

F. The final surface of the pavement shall achieve density, surface texture and ride quality acceptable to Nassau County.

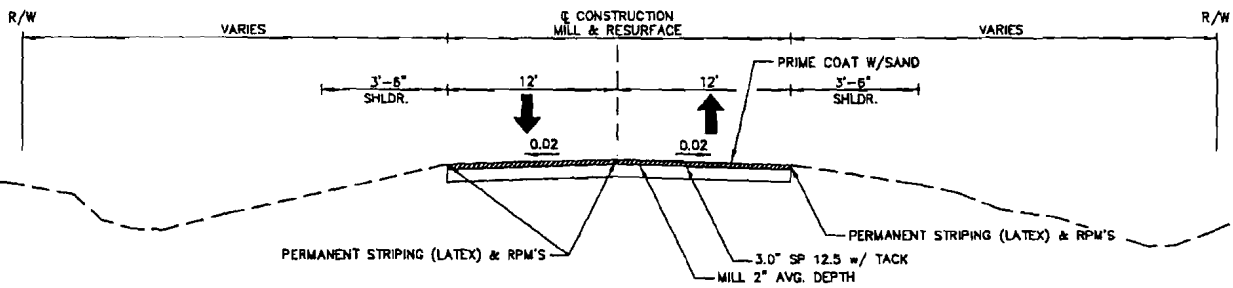
VIII. Pavement Striping

A. Final striping and placement of the RPM on the pavement shall be acrylic as contained in the original contract.

IX. Inclusion

A. The inclusion of certain provisions of the pavement specifications herein is intended to reiterate those items of specific contention between the Contractor and Nassau County in the original contract and to make clear such provisions. This inclusion does not reduce the effect of any provisions of pavement construction or control contained in the reference documents.

CR 121 REPAIR
TYPICAL SECTION



TYPICAL SECTION NO. 1

CR 121 - REPAIR (MILL & PAVE)
DESIGN SPEED = 60 MPH
FROM STA. 785+00 TO STA. 1843+29.87

MILLING & RESURFACING - MAINLINE

MILL 2.0" AVG. DEPTH
PRIME COAT WITH SAND
TYPE SP 12.5 STRUCTURAL COURSE W/ TACK (1.5")
TYPE SP 12.5 FRICTION COURSE W/ TACK (1.5")

TYPICAL SECTION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES IN AFFECTED AREA.
2. CONTRACTOR SHALL RESTORE (GRADE & SOD) ALL AREAS DISTURBED BY CONSTRUCTION.
3. TYPE SP TRAFFIC LEVEL C IS BASED ON 110 LBS/SY/INCH.
4. ALL ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDINAL SCREED CONTROLS.
5. LIMESTONE MAY BE ENCOUNTERED DURING MILLING OPERATION. LIMESTONE SHALL NOT BE GOUGED. PLACE BITUMINOUS PRIME COAT MATERIALS (ASPHALT EMULSION PRIME) "AEP" PER SECTION 300 ("FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION") ON LIMESTONE BASE EXPOSED DURING THE MILLING OPERATION. COST OF AEP MATERIAL TO BE INCLUDED UNDER MILLING ITEM NUMBER. NO MILLED SURFACE WILL BE LEFT OPEN AT THE END OF EACH DAY. RESURFACING WILL PROCEED AFTER MILLING TO AVOID TRAFFIC ON LIMESTONE BASE.
6. MILLING DEPTHS AND ASPHALT THICKNESS MAY VARY TO OBTAIN SPECIFIED CROSS-SLOPE.
7. MAINTENANCE OF TRAFFIC AND ALL REQUIRED SIGNAGE AND STRIPING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM", SERIES 600, LATEST EDITION.
8. TEMPORARY STRIPING REQUIRED BETWEEN PLACEMENT OF ALL ASPHALT LIFTS.



Douglas Seaman
5/7/07
FL PE 35623

<p><u>TYPICAL SECTION</u> CR 121 REPAIR SECTION #1</p>	<p>NASSAU COUNTY ENGINEERING SERVICES DEPARTMENT</p>	DATE:
		5/03/07

EXHIBIT "B"

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. Record Drawings
38. Operating, Maintenance, and Service Manuals
39. Operating Instructions
40. Examination of Plans, Sites, Etc.
41. Florida Deceptive and Unfair Trade Practices Act
42. Waiver of Trial By Jury and Venue

- Technical Specifications

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.

(l) **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** - for this project, the Engineer is the Director of Engineering Services.

(n) **Notice of Award** - written notice of acceptance of the Bid from the Owner to the successful Bidder.

(o) **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.

(p) **Owner** - Board of County Commissioners of Nassau County, Florida.

(q) **Project** - the undertaking to be performed as provided in the Contract Documents.

(r) **Resident Project Representative(s)** - the authorized representative(s) of the Owner who is/are assigned to the Project site or any part thereof.

(s) **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.

(t) **Specifications** - a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

(u) **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.

(v) **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.

(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 materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable 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, Engineer or 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 Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner or Engineer may request 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, Nassau County Ordinance 99-17 and the 2004 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 (not furnished by the Owner), tools, equipment, and 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.

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

1. Plans
2. Special Provisions
3. Specifications Prepared by Engineer
4. Road Design, Structures, and Traffic Operations Standards
5. Supplemental Specifications
6. 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, Engineer or Resident Project Representative(s), in writing within three days of discovery, who shall promptly correct such inconsistencies or ambiguities in writing after consultation with the Engineer. The Contractor will not be allowed to take advantage of any discrepancies, inconsistencies or ambiguities as full instructions will be furnished by the Owner. The Contractor shall not be liable for damages resulting from such discrepancies, inconsistencies or ambiguities in the Contract Documents unless the Contractor recognized such discrepancies, inconsistencies or ambiguities and knowingly failed to report it to the Owner. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. Shop Drawings:

The Contractor shall provide the Engineer with Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer will then promptly review all Shop Drawings. The Engineer's approval of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. 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. Five (5) 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 or specifically authorized by 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 Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power,

transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever 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 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.

7. Inspection and Testing:

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with 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 Representative(s) timely notice of readiness. The Contractor will then furnish the Owner or its Resident 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, Engineer or Resident Project Representative(s) will at all times have access to the Work. In addition, 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. The 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 or the Owner, be uncovered for his observation and replaced at the Contractor's expense.

If sufficient notice has been provided in writing to the Owner or the Resident Project Representative(s), then any Work that 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, expose, or otherwise make available for observation, 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, and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection, and testing 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 Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order will be issued.

The Owners Resident Project Representative, shall have no authority to permit deviations from, nor to relay any of the provisions of, the Contract Documents no to delay the Contract by failure to inspect the materials and work without reasonable promptness without the written permission or instruction of the Engineer.

8. Substitutions:

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 the alternates are approved by the Engineer, responsible for any and all changes in construction at no additional cost to the Owner.

Alternate items which require major design or construction alterations shall not be approved by the Engineer or its Resident Project 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. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholds, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. The Contractor shall deliver these records in good order to the County as

the work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings or As-Built surveys shall be made on reproducible paper and shall be delivered to the County prior to, and as a condition of, final payment.

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 designated for removal, relocation or replacement in the course of 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. Neither the County nor its Engineer shall be responsible for nonperformance by the utility owners.

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 may thereupon be issued covering the changes and deviations involved.

Location and Damage to Existing Facilities, Equipment or Utilities: As far as possible, all existing utility lines in the Project area have been shown on the plans. However, the County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations,

whether or not said relocation is necessary to avoid conflict with other lines.

The Contract shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

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 otherwise not specified in the construction documents. 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. The supervisor shall always be reachable via telephone during work hours if not present at the project site.

13. Changes in the Work:

The Owner or its Resident Project Representative(s) 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

required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The Owner, Engineer or 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, Engineer or Resident Project Representative(s) unless the 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, Engineer or 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, Engineer or 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 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) and verified by the Contractor 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, Engineer, 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 familiarize himself thoroughly of existing conditions at the site prior and incorporate all features/conditions not otherwise shown on the contract documents into the bid cost. The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner, Engineer or 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, Engineer or Resident Project Representative(s) shall promptly investigate the conditions, and if it finds that such conditions could not have been foreseen at the time of the bid and 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, Engineer or 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.

If the Contractor is adjudged as bankrupt or 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 he repeatedly fails to make prompt payments to Subcontractors for labor, regulations or orders of any public body having jurisdiction of the Work, or if he disregards the authority of the Owner, Engineer or 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 Project and of all materials, equipment, tools, construction equipment, and machinery therein owned by the 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 the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the 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, Engineer or 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 its 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. In 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 Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to the stoppage of the Work.

Extension to the contract time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the contract time. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

1. Contractor being unable to work at least fifty (50%) percent of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
2. Contractor must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the Contractor, and providing that the Contractor was unable to work at least fifty (50%) percent of the normal workday on controlling items of work identified on the accepted schedule or updates.

No Damages For Delay: If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather

conditions or any other causes beyond the control of the Contractor, then the required completion date or duration set forth in the progress schedule shall be extended by the amount of time that the Contractor shall have been delayed thereby. However, to the fullest extent permitted by law, the County and its agents and employees, shall not be held responsible for any loss or damage sustained by the Contractor, or additional costs incurred by the Contractor, through delay caused by the County, its agents or employees, or any other Contractor, through delay caused by Authority, its agents or employees, or any other Contractor or Subcontractor, or by any other cause, and Contractor agrees that the sole remedy therefore shall be an extension of time.

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 Nassau County Clerk of Courts, Post Office Box 4000, Fernandina Beach, Florida 32035 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, Engineer or 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, Engineer or Resident Project Representative(s), as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The application for payment shall include a list of Subcontractors employed by the Contractor that provided or performed work included in the application, the Subcontractors' partial release of lien from the previous payment and an updated progress schedule.

The Owner, Engineer or 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 and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act, 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. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If 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 all 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.

Contractor shall follow the following procedure: 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 payment checks for all materials, equipment, subcontractors, and other expenses related to the Project for review. Each payment shall include a request for 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 Contract 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.

Before issuance of final payment, the Contractor shall deliver to the County a complete release of all liens arising out of this contract, receipts in full in lieu of thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; and the final corrected as-built drawings.

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 workers' 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 Workers' 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 Final Acceptance 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, 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 Contracts 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 Contract Manager or their designee 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 or his/her designee, and the County Attorney, County Administrator and the Contract Manager 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 Contract Manager. If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties of this Contract arising out of or relating to this Contract 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 chose 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.

32. Taxes:

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

33. 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 properly 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.

34. 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.

Any proposal which is incomplete, obscure, or 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 Proposal in which manufacturers of equipment or

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.

35. 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.

36. 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.

37. Record Drawings and/or As-Built Surveys:

Record Drawings 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 and reviewed by the Engineer prior to final payment. As-Built Surveys may be required to verify proper construction at the Engineer's discretion.

38. 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.

39. 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.

40. 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.

41. 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 unfair methods of competition, unfair, deceptive, or 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, fees, and costs for intentional noncompliance with a subpoena. Exempts an act or practice involving the sale, 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.

42. Waiver of Trial By Jury

Both parties agree by the execution of this Agreement to waive any entitlement to a jury trial. Any trial shall be a bench or "Judge" trial and venue for any trial shall be Nassau County, Florida.

TECHNICAL SPECIFICATIONS

Portland Cement Stabilization

Description

The work consists of the construction of a two to three (2-3) foot widening on each side of the existing roadway and portland cement stabilized subbase by use of mix-in-place equipment capable of pulverizing, blending, and mixing existing materials with portland cement and aggregate as needed to achieve a homogenous base material to a depth of eight (8) inches, graded and compacted.

TS 1 - Widening

Construction. Widening will be done on each side of the roadway for a width of two to three (2-3) feet from the edge of the existing bituminous surface and as stationed by the County to a depth of six (6) inches. The County will compact the subgrade prior to the placement of any backfill material. The County will provide suitable material for the backfill of the widening (limerock or millings). The fill material must be treated and placed in the widening at the same time as the existing mainline to ensure a homogenously mixed and stabilized base.

TS 2 - Material

a. **Reclaimed Material** - Ninety five (95) percent of the material is required to pass through a two (2) inch sieve. Not less than fifty five (55) percent of the material must pass through the 4.75 mm (#4) sieve.

b. **Portland Cement** - Type I or II ASTM C150-86 AASHTO M85-89.

c. **Aggregate** - No. 8, 10, 57 and 67. Add the gradation and quantity to the mix as required.

d. **Mix Design** - Design must be completed by a certified geotechnical lab familiar with cement stabilization. Final design must be submitted to the County's Engineering Services Department for approval prior to commencement of construction.

e. **Mixture** - Combine the reclaimed material, aggregates (if necessary), and portland cement. Add sufficient water to produce a mix for optimum moisture content. The mixture of reclaimed material shall substantially conform to ASTM D-2940.

TS 3 - Construction

a. **Equipment** - Use equipment that will produce the completed cement stabilized subbase as follows:

1. Use equipment capable of automatically metering the liquids with a variation of not more than plus or minus two (2) percent by weight of liquids. Apply the cement by use of spreader units capable of spreading up to eighty (80) pounds per square yard in a single pass in a uniform and consistent manner by means of cyclone, screw-type or pressure-manifold type.
2. Spreaders must be calibrated and witnessed by County representative, prior to the project beginning.
3. Sufficient on site storage capacity for cement must be provided so that operations can continue uninterrupted for a minimum of three (3) days should material not be available for delivery.
4. Maintain all equipment in a satisfactory operating condition.

b. **Mixing** - Break down, pulverize and mix the existing pavement to a minimum depth of six (6) inches in a single pass. Rough grade to desired cross slope and profile. Apply the designed quantity of portland cement and water to assure proper compaction. Measure the milling depth at the time of pulverization. Make at least one (1) measurement for each three thousand (3000) square yards of work done and record the measurement to ensure that the specified milling depth is met.

c. **Compaction** - Shape, grade, and compact to the lines, grades and depth as shown on the typical cross sections after the material has been processed.

Commence rolling at the lower side of the course: except leave three (3) to six (6) inches from any unsupported edge or edges

unrolled initially to prevent distortion. Determine the in-place density requirements by the construction of at least one (1) control strip under the guidance of a nuclear gauge operator. After each pass of the compaction equipment, take a nuclear density reading in accordance with PTM No. 402. Continue compaction with each piece of equipment until additional passes obtain no appreciable increase in density. Upon completion of compaction, make a minimum of ten (10) tests at random locations to determine the average in-place density of the control strip. Compact the recycled mixture to a target density of at least ninety six (96) percent of the average control strip. Determine the in-place density in accordance with PTM No. 402.

d. **Finishing** - Complete any portion of the base course during daylight hours, unless other permitted by the County.

e. **Protection** - Protect any finished portion of the base course upon which construction equipment is required to travel to prevent marring, distortion or damage of any kind. Immediately and satisfactorily correct any such damage.

f. **Surface Tolerance** - When directed by the engineer, test the completed base course for smoothness and accuracy of grade, both transversely and longitudinally using suitable templates and straightedges. Final grade and slope will be achieved in a single full lane pass with a quarter ($\frac{1}{4}$) inch tolerance both transversely and longitudinally using suitable templates and straightedges. This work must be accomplished using a machine specifically designed for grade and slope control.

g. **Maintenance of Traffic** - Maintain the completed base course and control traffic as specified in Section 401.3(n).

END OF TECHNICAL SPECIFICATIONS

EXHIBIT "C"

PROJECT:

**FULL DEPTH RECONSTRUCTION OF CR 121
FROM US 1 TO THE DUVAL COUNTY LINE**

OWNER/OBLIGEE:

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

SURETY:

**ARCH INSURANCE COMPANY
3 PARKWAY, SUITE 1500
PHILADELPHIA, PENNSYLVANIA 19102**

INQUIRY NO.: F6104 - RFQ - 1 DAC 6477

**BIDDERS MEETING: 05/08/2007 - 10:00 A.M.
BID DUE DATE: 05/18/2007 - 5:00 P.M.**

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Revised April 25, 2007

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REQUEST FOR QUOTATION

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INVITATION FOR BIDS

Re: Project - Full Depth Reconstruction of CR 121 from US 1 to the Duval County Line

Former Contractor - Douglas Asphalt Company

Owner/Obligee - Board of County Commissioners - Nassau County Florida

Surety - ARCH Insurance Company

Bid Due Date - 05/08/2007

Bidders Meeting- 05/18/2007

The Surety is obtaining proposals for completion of the work in accordance with, the Instructions to Bidders, General Conditions, Supplementary Conditions, Addenda, Attachments to Addenda, Plans and Specifications, Alternates, existing approved modifications, approved change orders and Inquiry No. F6104 - RFQ -1 (the "Contract Documents") as well as the correction of any patent (not latent) defects in the work, if any, completed by the Former Contractor (the "Work"). A site visit will be necessary for you to determine the scope of work necessary to complete the Work in accordance with the Contract Documents.

You are invited to submit a proposal for the performance of the Work. A bidders meeting will be held at the Nassau County Attorney's office on Tuesday, May 8, 2007 at 10:00 A.M.

The bid due date is Friday, May 18, 2007 at 5:00 P.M.

If you will not be attending the bidders meeting or submitting a proposal, please notify Mr. Thomas J. Burke, PE, Forcon, International Corp., (813) 684 - 7686.

All correspondence and any questions or information regarding this request for quotations should be directed to Mr. Thomas J. Burke, PE, Forcon, International Corp., 1216 Oakfield Drive, Brandon, Florida 33511, (813) 684 - 7686.

INSTRUCTIONS TO BIDDERS

Re: Project - Full Depth Reconstruction of CR 121 from US 1 to the Duval County Line

Former Contractor - Douglas Asphalt Company

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Surety - ARCH Insurance Company

Bid Due Date - 05/08/2007

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Background

A contract to perform work on the above referenced project was entered into by and between the Owner/Obligee and the Former Contractor on February 27, 2006 . The Contract was bonded by the Surety. Construction of the roadway reconditioning began on March 13, 2006. The length of the project was 34.9 miles starting from the intersection of CR 121 and US 1 proceeding Southwest to the termination of CR 121 at the Duval County line, located just north of the intersection between CR 121 and Highway 90. Approximately 19.2 miles of the project was constructed from the southern limit to north of CR 108.

Shortly after that portion of the project was completed, it was noted that the new asphalt in certain locations was slipping, shoving and cracking. Subsequent testing revealed that the asphalt surface course was not properly bonded to the reclaimed base material. On November 8, 2006, the original contract was amended to effectively delete the reconditioning of the remaining portion of CR 121 and to replace the 2" course of failing asphalt with two 1 ½ " lifts of asphalt plus the required prime and tack coats. The Surety is obtaining proposals to perform that revised Work in accordance with the Contract Documents as amended by Exhibit C to Amendment 1.

It is the intent of the Surety to tender the successful bidder to the Owner/Obligee as Completing Contractor to enter into a direct contract with the Owner/Obligee. The Completing Contractor may, however, be required to enter into a Completion Contract with the Surety. The Surety at its sole option will select the Completing Contractor.

Award of the contract will be to the bidder who, in the opinion of the Surety and subject to the approval of the Owner/Obligee, submits the best responsible bid. Surety reserves the right to reject any or all bids for any reason. Bidders should not rely upon any verbal representations that they have been awarded the contract. The award of the contract will only be done in writing by a company representative of the Surety or Obligee.

Bonds

A ten percent (10%) bid bond in a commonly accepted format, naming Surety as Obligee, is required .

The Completion Contractor will be required at the time of execution of the contract to furnish, at its own expense, the required performance and labor and material payment bonds, each in a penal sum equal to the amount of the bid. Such bonds to be executed in favor of the Surety by a corporate surety authorized to do business in the State of Florida and acceptable to the Owner/Obligee.

If the Completion Contractor fails to execute and deliver the Completion Contract and furnish the required contract bonds within seven (7) days of the notice of award, Surety shall have the option to annul the notice of award, and the bid bond of the Completion Contractor shall be forfeited.

Insurance

The Completion Contractor will be required to furnish at his own expense the necessary workers' compensations, public liability, and other insurance required in the original contract between the Owner/Obligee and the Former Contractor.

Each bidder shall submit an executed Certificate of Insurance evidencing such insurance and providing that such insurance may not be canceled without the insurer giving 30 days notice in writing to the Owner/Obligee.

Insurance Certificates to include Additional Named Insureds as follows:

1. ARCH Insurance Company
2. Forcon International Corp.
3. Others as required by the bid documents.

Proposal for Completion of Project

The unit price proposal provided by every bidder shall include the cost of furnishing all equipment, tools, supervision, labor, materials, taxes, insurance, bonds, overhead, profit and each and every item of expense as may be necessary and required to complete the Work in accordance with the Contract Documents.

The proposed contract price will be equal to the sum of the unit price for each separately identified line item in the Schedule of Values included as Exhibit L herein, times the estimated quantity of each item as shown in Exhibit L. The estimated quantities of items in the Schedule of Values are not guaranteed and are solely for the purpose of comparing the bids and determining the initial contract price. The actual quantities and classification of work accomplished shall be determined by the Owner in accordance with the contract documents. Each bidder is requested to also identify an alternate unit price for the First Lift Mobilization/Testing pay item which will

apply if the bidder is also awarded the SR 15 / US 1 Resurfacing - Hilliard, FL to Georgia State Line described in Inquiry No.: F6116 -RFQ-1

Progress Schedule

Each bidder shall quote a proposed contract completion time duration (in calendar days) required to complete the Work, and must commit to start work no later than June 18, 2007.

The Completion Contractor shall furnish the Surety or Owner/Obligee with an acceptable CPM or bar chart progress schedule within 7 days after the signing of contract.

The schedule shall show planned and actual progress on each activity, with percentage completion, and shall be updated and submitted on a weekly basis, or as otherwise may be required by the Surety or Owner.

Damages

Liquidated or Actual damages may be assessed by Owner/Obligee against the Completion Contractor if the completion contract is not completed within the required time as defined in the Contract Agreement for this work.

Warranties

The Completion Contractor will not be liable for any unpaid accounts or indebtedness incurred by the Former Contractor. Completion Contractor shall be responsible for any warranties contained in the Contract Documents for its own work and the work done by subcontractors working under the Completion Contractor.

Latent Defects*

The Completion Contractor shall notify Surety of any latent defects in the work performed or materials installed by the Former Contractor, or its subcontractors discovered during performance of the Work. If correction of the latent defect is to be the basis for a request for additional compensation; written approval of the Surety must be obtained before proceeding to correct the latent defect.

- * A latent defect is Work by performed by the Former Contractor (or its subcontractors) that does not meet the requirements of the Contract Documents and which is not observable or could not be observed or discovered without the destruction and/or removal of work in place.

Subcontracts

A list of subcontractors (Exhibit H) presently under contract with the Former Contractor is attached. The Completion Contractor is not under any obligation to award contracts to subcontractors or suppliers to the Former Contractor. However, if the Completion Contractor elects to utilize some or all of the subcontractors and suppliers who have been furnishing services and materials for the project under the original contract, the Completion Contractor shall be responsible for:

1. Unearned amounts of the original subcontract
2. Unearned retainage
3. The earned retainage to date.

Please include all three of these items in your bid price. This will enable you to have better control of the subcontractors that you decide to use.

The Completion Contractor shall have no responsibility for the payments of amounts owed by the Former Contractor to its subcontractors or suppliers except as specifically provided herein to the contrary.

Bidding Conditions

All costs and expenses attendant to estimating, preparing and submitting the bids are to be borne in their entirety by the bidder whether or not such bid is accepted.

THE SUBMISSION OF A BID IS AN ACKNOWLEDGMENT THAT (A) THE BIDDER HAS EXAMINED THE LOCATION, THE CONTRACT DOCUMENTS AND ALL OTHER INFORMATION THE BIDDER DEEMS NECESSARY TO MAKE ITS OWN INDEPENDENT APPRAISAL OF THE WORK TO BE COMPLETED AND THE COST OF PERFORMING THE WORK, (B) HAS INVENTORIED MATERIALS BOTH AS TO QUANTITY AND THE CONDITION OF SAID INVENTORY TO MEET CONTRACT REQUIREMENTS, AND (C) HAS NOT RELIED IN ANY WAY ON ANY COMMUNICATIONS FROM SURETY OR ITS AGENTS, ATTORNEYS, OR CONSULTANTS IN PREPARING ITS BID EXCEPT AS PROVIDED IN THIS REQUEST FOR QUOTATION.

THE BIDDER'S QUOTATION IS TO BE BASED UPON HIS OWN INVESTIGATION WITH AN ALLOWANCE FOR SUFFICIENT FUNDS IN HIS BID TO PROVIDE FOR OR AGAINST ANY AND ALL CONTINGENCIES. NO EXTRA COMPENSATION OR ALLOWANCE SHALL BE MADE SUBSEQUENTLY TO THE COMPLETION CONTRACTOR FOR OMISSIONS, ERRORS, MISUNDERSTANDINGS, MISINTERPRETATION OR IGNORANCE ON ITS PART OF ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS

Any tools or equipment found on the job site and not required or intended for incorporation into the project as materials are not in control or possession of either Surety or Owner and so far as either is aware are not available for use by the successful bidder.

Bidding Instructions

The performance of the Work shall be bid on a firm unit price basis. All entries on the enclosed Proposal Form shall be made clearly in ink. The total unit price bid must be written in letters and numerals. In case of error, prices written in letters will govern.

A bid may not be modified, withdrawn or canceled by the bidder for 90 days following the time and date designated for receipt of bids, and each bidder so agrees in submitting a bid. (Bidder acknowledges receipt of \$ 10.00 as full consideration for agreeing to do so.) Surety may in its sole discretion return any bid and release the bid bonds prior to that date.

Sealed bids addressed to ARCH Insurance Company c/o Forcon International Corp., will be received at Forcon International Corp., 1216 Oakfield Drive, Brandon, Florida 33511, on or before 5:00 P.M., Friday May 18, 2007.

Any questions regarding this bid should be directed to the attention of Mr. Thomas J. Burke, PE, Forcon, International Corp., 1216 Oakfield Drive, Brandon, Florida 33511.

PROPOSAL FORM FOR PROJECT COMPLETION

TO BE SUBMITTED IN TRIPLICATE TO:

Arch Insurance Company
C/O Forcon International Corp.
1216 Oakfield Drive,
Brandon, Florida 33511

A. CONTRACT PRICE

- I. Total compensation to Completion Contractor for full and complete performance by Completion Contractor of all the Work, including the furnishing of all labor, materials, equipment, supervision, insurance, bonds, tools, taxes, overhead, profit, and each and every item of expense necessary to complete the Work, in full compliance with all terms and conditions of the Contract shall be based on unit prices as provided in the original bid package. Bidders are to include the cost of all required contract documents such as Drawings, Project Manuals, etc.
- II. The proposed unit price bid will be equal to the sum of the unit price for each separately identified line item in the Schedule of Values included as Exhibit L herein, times the estimated quantity of each item as shown in Exhibit L. The estimated quantities of items in the Schedule of Values are not guaranteed and are solely for the purpose of comparing the bids and determining the initial contract price. The actual quantities and classification of work accomplished shall be determined by the Owner in accordance with the contract documents. Bidders will attach a filled in copy of Exhibit L - Unit Price Schedule to this Proposal Form. The total of the extended unit price line items will be shown on Exhibit L and repeated below as the Total Unit Price Bid."

Total Unit Price Bid:

_____ (\$ _____)
Written Amount

- III. The bid is valid for a period of 90 days after the Bid Due Date. Bidder acknowledges receipt of \$ 10.00 as full consideration for agreeing to do so.
- IV. The Bid set forth herein is firm for the duration of the Work.
- V. The Completion Contractor shall commence work within seven (7) working days after the date of the written Notice to Proceed from the Owner/Obligee (or Surety), and shall complete the work within _____ (_____) consecutive calendar days, including Sundays and holidays, and start the Work no later than June 18, 2007. Liquidated or Actual damages shall be in full force and effect for time overruns beyond the completion time specified herein.

- VI. The Completion Contractor agrees to reduce the Mobilization/Testing First Lift pay item unit price by the following percent if the SR 15 / US 1 Resurfacing - Hilliard, FL to Georgia State Line described in Inquiry No.: F6116 -RFQ-1 is also awarded to this same contractor. _____ % _____

B. PRICING FOR APPROVED CHANGES TO THE SCOPE OF WORK

Completion Contractor shall be reimbursed for changes in the Work which have been authorized and approved in accordance with the terms of the Completion Contract, on a unit price or cost reimbursable basis as determined by Surety. Cost reimbursable prices shall be as set forth herein.

I. Unit Prices

Completion Contractor shall be reimbursed for changes in the Work which have been authorized and approved in accordance with the terms of the contract, on the basis of the unit prices agreed to in this contract.

II. Cost Reimbursable Prices

Completion Contractor shall be reimbursed for changes in the Work which have been authorized and approved in accordance with the terms of the contract, but which are not covered by unit prices in the contract Schedule of Values , on the basis of cost reimbursable prices as follows:

A. Labor, Related Costs and Profit

All-In Rates

Compensation to Completion Contractor for labor, related costs and profit shall be in accordance with the rates set forth in the "All-In Reimbursable Price Schedules" included as Exhibit (M) herein.

The all - in rates shall include all direct wage rates, insurance, payroll taxes, small tools which cost Completion Contractor less than \$500.00 per tool, temporary construction facilities, consumables, expendables, overhead, profit and all other costs and expenses incurred by Completion Contractor in performing the Work.

B. Material Costs and Markups

All actual costs of Completion Contractor supplied materials for incorporation into the permanent facility (excluding consumables, expendable, and small

tools which cost Completion Contractor less than \$500 per tool) shall be at actual invoiced cost paid by Completion Contractor (including taxes) delivered to jobsite, plus a markup, for all profit and overhead expenses of Completion Contractor thereon, of ____%. (Taxes shall be at actual cost to Completion Contractor without markup per paragraph "F" below).

C. **Equipment Costs**

All costs of Completion Contractor for contractor-owned equipment, including maintenance, repairs, fuel, profit, and overhead, shall be at the rates set forth in Exhibit (M) entitled "Equipment Rate Schedule", attached and incorporated herein.

D. **Subcontracts**

All subcontracts for performance of extra work shall be at actual cost to Completion Contractor of such subcontracts (not to exceed such subcontract price) plus a markup for all profit and overhead expense of Completion Contractor thereon, of ____%.

E. **Third-Party Equipment**

For third party rental equipment used, Completion Contractor shall be reimbursed for actual net rental price, transportation, and taxes plus ____% of rental price for overhead and profit. Transportation, state and local taxes shall be at actual cost to Completion Contractor without markup.

F. **Taxes**

All duties, sales and use taxes, excise taxes, and similar taxes applicable to and arising directly out of performance of the Work, which are imposed by any governmental authority, excluding personal property taxes on construction equipment and other property owned by Completion Contractor and taxes on net income of Completion Contractor, shall be at Completion Contractor's actual cost without markup.

III. **Costs and Expenses**

All costs and expenses of all items not expressly stated in this Contract are to be at the cost or expense of or for the account of Completion Contractor, or are to be performed by Completion Contractor at no additional cost to Owner/Obligee, and all costs and expenses of Completion Contractor to perform the Work and this Contract which are not expressly stated in this Section B to be reimbursable to Completion Contractor, shall not be reimbursable costs under the provisions of this Section B and shall be deemed within the markups for overhead or profit set forth in this Section B.

C. CONDITIONS

- I. The undersigned Bidder has examined and read the Contract Documents, has performed a job site inspection, and is acquainted with and fully understands the extent and character of the Work to be performed.
- II. The Bidder agrees that if awarded a contract the major suppliers and subcontractors used in the prosecution of the work shall be those listed below. The following list includes all suppliers and subcontractors who will perform work representing approximately a value of five percent (5%) or more of this contract. The Bidder represents that the suppliers and/or subcontractors listed below are financially responsible and are qualified to do the work required.

<u>Name of Supplier/Subcontractor</u>	<u>Type Work to be Performed</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- III. A Bid Bond for completion of the project properly executed by the undersigned and by a qualified surety each in the sum of _____ Dollars (\$_____) representing not less than ten percent (10%) of the total amount of each Bid made payable to Surety, which we agree to forfeit to Surety not as a penalty, but as reasonable, fixed and liquidated damages in the event we fail to enter into a contract and furnish the required performance and payment bonds in the amount of one hundred percent (100%) of each Bid within seven (7) working days after receipt of the contract by us, is enclosed herewith.
- IV. The undersigned certifies that he/they is/are the only person, or persons, interested in this proposal as principals, and that the proposal is made without collusion with any other person, firm or corporation.

D. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERERS.

- I. The original solicitation, offer, and award is contained in Exhibit (E) herein. The bidder shall complete and submit with his bid all applicable sections of, Representations, Certifications and other Statements of Offerers if required by bid documents.

E. **EXECUTION OF CONTRACT**

The undersigned agrees that if its Bid is accepted, it will execute and return to the Owner/Obligee the acceptance copy of the Completion Contract within seven (7) working days, that it furnish the properly executed bonds as required by the terms of the Completion Contract to the Owner/Obligee within seven (7) working days, that it will perform the Work in accordance with the requirements of the Contract Documents, that it will commence the Work after the Owner/Obligee (or Surety) issues a Notice to Proceed, and will start the Work no later than June 18, 2007, that it will complete the same within the time specified herein, and that it will accept as full payment therefor the prices named in this Proposal Form.

Proposal Date: _____

Name of Bidder: _____

Address of Bidder: _____

Authorized Signature: _____

Title: _____

If corporation, Affix Corporate Seal

EXHIBIT A**GENERAL SCOPE OF WORK**

Performance of the uncompleted work described on and in the Contract Documents (the "Work"). The Work is generally comprised of, but not limited to, the following, per the drawings and specifications:

Description	UM	QTY
Mobilization/Testing First Lift	LS	1.000
Maintenance of Traffic First Lift	LS	1.000
Mill Existing Asphalt (2 Inches)	SY	269,912.000
Prime Coat w/ Sand	Gal	88,894.000
Asphaltic Concrete Binder Course (SP 12.5) 1.5 Inches w/Tack	TN	23,617.000
Temporary Striping	LF	100,379.000
Mobilization/Testing Second Lift	LS	1.000
Maintenance of Traffic Second Lift	LS	1.000
Asphaltic Concrete Wearing Course (SP 12.5) 1.5 Inches w/Tack	TN	23,617.000
Striping with R.P.M.'s	LS	1.000

EXHIBIT B

LIST OF CONTRACT DOCUMENTS

A CD containing documents for this RFQ is attached.

According to the Original Contract the term "Contract Documents" means and includes the following:

1. Bid Form
2. Sworn Statement
3. Bid Bond
4. Contract Agreement
5. Notice of Award
6. Notice to Proceed
7. Change Order Request
8. Performance Bond
9. Payment Bond
10. Hold Harmless Agreement
11. General Conditions
12. Specifications prepared by the Engineer
13. Drawings

Note: Exhibit C to Amendment 1 identifies "Reference Documents" which are also considered to be part of this contract.

According to the Original Contract the governing order of documents is:

1. Plans
2. Special Provisions (including **Amendment 1 and Exhibit C**)
3. Specifications Prepared by the Engineer
4. Road Design, N, Structures, and Traffic Operations Standards
5. Supplemental Specifications
6. Standard Specifications

EXHIBIT C

INDEX OF SPECIFICATIONS

The general conditions, technical specifications and **Exhibit C to Amendment 1** are enclosed.

Exhibit C to the Contract for Corrective Action Required for the Contractor on Nassau County Road 121

I. Reference Documents

A. The reference documents, unless otherwise noted shall be included in their entirety and shall be considered a part of this contract as it is written herein. In the event of a conflict between reference documents, the Engineer, as designated by Nassau County, shall decide and provide a written statement resolving such conflict or apparent conflict. The following are the reference documents for this project:

1. The Florida Department of Transportation, "Standard Specifications for Road and Bridge Construction", 2004 Edition (further known as "The Red Book").
2. The Florida Department of Transportation, "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways", May 2005 Edition (further known as :The Green Book").
3. The Florida Department of Transportation, "Roadway and Traffic Standards for Design, Construction, Maintenance and Utility Operations" (Design Standards). July 2004 Edition, Index 600.
4. "Widening and Improvement Plans for County Road 121, Nassau County, Florida" dated February 18, 2005.
5. Typical Section provided by the Engineer prior to or Subsequent to the start of work on this project.

II. Quality Process (QC,, VT, IA)

A. The Contractor shall submit for review by the Engineer and approval by Nassau County, a comprehensive Quality Control (QC) Plan in accordance with FDOT Requirements that specifically addresses the construction activities for County Road 121. The QC plan shall include the resumes of all personnel to be used on this project.

B. The Contractor shall provide Quality Control (QC) for the project through the use of internal personnel or the hiring of an independent testing laboratory for the purposes of providing full-time quality assurance of the construction activities at no additional cost to Nassau County. Sufficient numbers of personnel shall be provided to assure coverage of all construction activities. The duties of the QC personnel shall be clearly outlined in the QC plan and shall include the following minimum activities:

Duties of the Contractor QC

1. Documentation of Plant Asphalt production and delivery to the jobsite of all asphaltic concrete materials and mixes.
2. Measuring and documentation of asphaltic concrete temperatures at the time of delivery and at laydown. Temperature shall be measured with a calibrated thermometer while in the delivery truck and in the hopper of the paving machine. Surface thermometers shall not be used.
3. Measuring and documentation of pavement machine settings to achieve the required layer thicknesses after compaction.
4. Measuring and documentation of pavement layer thicknesses by coring on a daily basis for the area covered that day.

5. Measuring and documentation of a control strip compaction process in accordance with FDOT requirements. The control strip compaction process shall be normalized to temperature and verified by laboratory density measurement of cores prior to continuing production.
6. Measurement and documentation of rolling straightedge to comply with surface flatness requirements.
7. Measurement and documentation of day's production using station numbers and GPS.
8. Daily submittal of all documentation to Nassau County and its designated Engineer for review.

C. Nassau County will hire an independent testing laboratory for the purpose of Verification Testing (VT). The VT firm will "Spot check" the QC activities of the contractor and will make independent measurements of quality parameters on a random basis.

D. The Contractor shall provide sufficient personnel, equipment and materials to assure a continuous operation for the work periods.

III. Maintenance of Traffic

A. The Contractor shall be responsible to provide all maintenance of traffic and shall submit a Maintenance of Traffic Plan (MOTP) prior to beginning work. Maintenance of Traffic shall apply 24 hours per day, 7 days per week throughout the term of construction and until the project is accepted by Nassau County as complete. FDOT Design Standards Index 600 shall be followed for MOT.

B. The appropriate subindex of Index 600 shall be used for the conditions on the roadway at the time. For example, if equipment is stored off the roadway, and the roadway lanes are clear during non-work hours, the appropriate warnings and signage such as found in subindex 602 shall be used. During daylight work activities when lanes are not clear and traffic must be interrupted or detoured per lane, subindex 603 shall be used. Other subindexes may be applicable depending on work activities or workflow.

IV. Milling

A. All existing asphaltic concrete above the base material shall be milled to remove the asphaltic concrete in its entirety, so as to expose and scarify the top surface of the base material.

B. Milling shall be done so as to achieve a two percent (2%) cross slope defined from the centerline to the pavement edge and to minimize the amount of base material removed.

C. In areas where coring has shown the base course thickness to be at or less than 6 inches, and to achieve the proper cross slope additional base course must be milled. The Contractor shall provide a thickened asphalt section top compensate for the removed or deficient base at no additional cost to Nassau County. The thickened asphaltic section shall be transitioned into and out of deficient base area for a minimum of 50 linear feet beyond the limits of the deficiency or the length to achieve a transition of not more than ¼ inch in 10 feet, whichever is greater. This additional asphalt shall not include in the required thickness of the asphalt of the asphaltic concrete layer to be applied over the base.

V. Prime Coat Application

A. After proper milling and cleaning of the milled surface to remove dust, debris or laitance, apply a prime coat of RS-1 or approved equivalent material at the rate of not less than 0.15 gallons per square yard (gal/SY). Prime coat shall be applied uniformly by spraybar application to a surface that has a moisture content ranging from a minimum of 8 percent by weight to 11 percent by weight. The surface might require light dampening with a uniform water spray, followed by rolling with a traffic roller. Roller application is not acceptable. VT will be responsible for the verification testing of the Prime Coat. Immediately after application of the prime coat, embed 3 strips of canvas fabric, each 12 inches long, randomly into the first 10 feet of wet prime coat, leaving a 2-inch dry "tail" of canvas to allow gripping the test strip. After 15 minutes of dwell time, pull the canvas "tails". If the prime coat pulls cleanly from the surface of the base material in this "peel test", the prime coat application shall be rejected

B. the prime coat shall be covered with a cover material coated with 2 to 4 percent asphalt cement and applied at a rate of 10 lb/SY. After application of the cover material, roll the surface with a traffic roller to produce a dense mat of priming material over the base material.

C. Provide temporary centerline striping using acrylic striping paint.

VI. Tack Coat Application

A. Prior to the application of the tack coat, clean surface of any loose material, debris, dust or loose cover material. Tack coat to be applied to the primed surface and on the surface of asphalt course prior to placement of the next asphalt course.

B. Apply a uniform spray bar coating of RA-500 tack coat heated to 250F-300F. . (Douglas Asphalt has indicated that 0.05 gal/SY is at the high end of the requirement. Douglas Asphalt has indicated there should be two rates, (1) a fogging application at a target rate of 0.02 – 0.05 gal/SY on the prime surface and; (2) tack coat at a target rate of 0.05 gal/SY on asphalt surface.)

C. Allow the tack coat to dry but remain tacky prior to application of the asphalt pavement layer. Do not allow traffic onto the tack coated surface prior to paving. Paving may be done when the tack coat is sufficiently dry that when a full hand pressure is applied to the surface and pulled away, there is noticeable adhesion but no material is pulled away on the hand or from the primed surface.

VII. Pavement Application

A. To the milled, primed and tacked base surface, apply the first lift consisting of one layer, 1-1/2 inches thick, of SP12.5 asphalt designed in accordance with FDOT requirements. The SP12.5 mix shall be a recent design mix, not more than 90 days old, and shall not contain more than 25 percent recycled asphalt from millings. Roll and compact to a consistent surface texture and density of at least 96 percent of the theoretical maximum density of the mix. All asphalt placements shall be at the temperatures recommended by FDOT.

B. After proper rolling and compaction of the lift, a rolling straightedge and prior to the second lift of asphalt course the Contractor shall be used to check the surface flatness and tolerance. Corrections to the surface flatness shall be made at no additional cost to Nassau County, prior to continuing with the second lift of asphalt.

C. After a correction of surface irregularities in the first lift of asphalt, place the second lift in a continuous layer of 1-1/2 inches, properly rolled and compacted to achieve a density of at least 96 percent of the theoretical maximum density of the mix.

D. Vertical joints in the lifts shall be offset by at least 6 six inches.

E. If more than 48 hours elapses between the placements of asphalt lifts, the surface shall be tack coated with 0.02 gal/SY of RA-500 or approved equivalent tack coat prior to placement of the second lift. All lane joint edges shall be tack coated and cross rolled.

F. The final surface of the pavement shall achieve density, surface texture and ride quality acceptable to Nassau County.

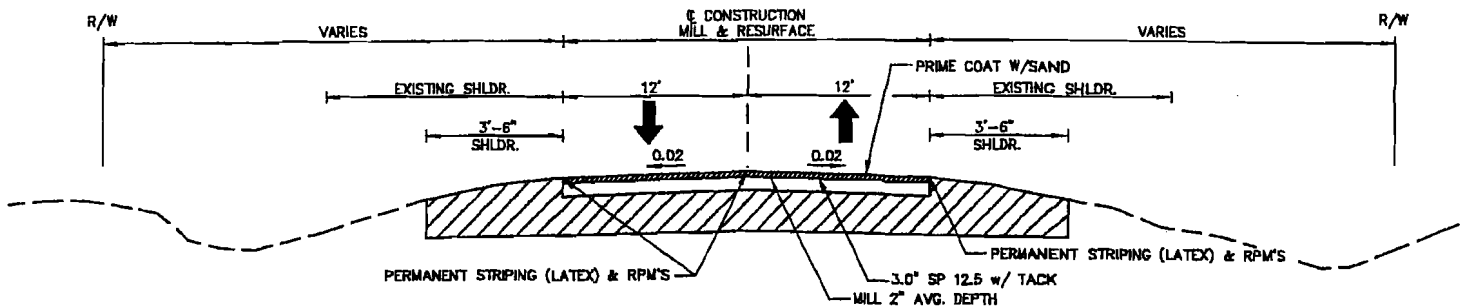
VIII. Pavement Striping

A. Final striping and placement of the RPM on the pavement shall be acrylic as contained in the original contract.

IX. Inclusion

A. The inclusion of certain provisions of the pavement specifications herein is intended to reiterate those items of specific contention between the Contractor and Nassau County in the original contract and to make clear such provisions. This inclusion does not reduce the effect of any provisions of pavement construction or control contained in the reference documents.

CR 121 REPAIR
TYPICAL SECTION



TYPICAL SECTION NO. 1

CR 121 - REPAIR (MILL & PAVE)
DESIGN SPEED = 60 MPH
FROM STA. 0+10.00 TO END (19.2 MILES)

MILLING & RESURFACING - MAINLINE

MILL 2.0" AVG. DEPTH
PRIME COAT WITH SAND
TYPE SP 12.5 STRUCTURAL COURSE W/ TACK (1.5")
TYPE SP 12.5 FRICTION COURSE W/ TACK (1.5")

TYPICAL SECTION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES IN AFFECTED AREA.
2. CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION.
3. TYPE SP TRAFFIC LEVEL C IS BASED ON 110 LBS/SY/INCH.
4. ALL ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDINAL SCREED CONTROLS.
5. LIMEROCK MAY BE ENCOUNTERED DURING MILLING OPERATION. LIMEROCK SHALL NOT BE GOUGED. PLACE BITUMINOUS PRIME COAT MATERIALS (ASPHALT EMULSION PRIME) "AEP" PER SECTION 300 ("FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION") ON LIMEROCK BAS EXPOSED DURING THE MILLING OPERATION. COST OF AEP MATERIAL TO BE INCLUDED UNDER MILLING ITEM NUMBER. NO MILLED SURFACE WILL BE LEFT OPEN AT THE END OF EACH DAY. RESURFACING WILL PROCEED AFTER MILLING TO AVOID TRAFFIC ON LIMEROCK BASE.
6. MILLING DEPTHS AND ASPHALT THICKNESS MAY VARY TO OBTAIN SPECIFIED CROSS-SLOPE.
7. FEATHER FRICTION COURSE AT TRANSITIONAL JOINTS ON A 1:800 RATIO TO AVOID DROP OFFS.
8. MAINTENANCE OF TRAFFIC AND ALL REQUIRED SIGNAGE AND STRIPING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM", SERIES 800, LATEST EDITION.
9. TEMPORARY STRIPING REQUIRED BETWEEN PLACEMENT OF ALL ASPHALT LIFTS.



TYPICAL SECTION
CR 121 REPAIR
SECTION #1

NASSAU COUNTY
ENGINEERING SERVICES DEPARTMENT

DATE:
2/12/07

GENERAL CONDITIONS

SECTION:

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2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
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30. Guaranty
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35. Pre-Construction Conference
36. Experience-Process Equipment Manufacturers
37. Record Drawings
38. Operating, Maintenance, and Service Manuals
39. Operating Instructions
40. Examination of Plans, Sites, Etc.
41. Florida Deceptive and Unfair Trade Practices Act
42. Waiver of Trial By Jury and Venue

- Technical Specifications

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.

(l) **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** - for this project, the Engineer is the Director of Engineering Services.

(n) **Notice of Award** - written notice of acceptance of the Bid from the Owner to the successful Bidder.

(o) **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.

(p) **Owner** - Board of County Commissioners of Nassau County, Florida.

(q) **Project** - the undertaking to be performed as provided in the Contract Documents.

(r) **Resident Project Representative(s)** - the authorized representative(s) of the Owner who is/are assigned to the Project site or any part thereof.

(s) **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.

(t) **Specifications** - a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

(u) **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.

(v) **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.

(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 materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable 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, Engineer or 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 Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner or Engineer may request 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, Nassau County Ordinance 99-17 and the 2004 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 (not furnished by the Owner), tools, equipment, and 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.

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

1. Plans
2. Special Provisions
3. Specifications Prepared by Engineer
4. Road Design, Structures, and Traffic Operations Standards
5. Supplemental Specifications
6. 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, Engineer or Resident Project Representative(s), in writing within three days of discovery, who shall promptly correct such inconsistencies or ambiguities in writing after consultation with the Engineer. The Contractor will not be allowed to take advantage of any discrepancies, inconsistencies or ambiguities as full instructions will be furnished by the Owner. The Contractor shall not be liable for damages resulting from such discrepancies, inconsistencies or ambiguities in the Contract Documents unless the Contractor recognized such discrepancies, inconsistencies or ambiguities and knowingly failed to report it to the Owner. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. Shop Drawings:

The Contractor shall provide the Engineer with Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer will then promptly review all Shop Drawings. The Engineer's approval of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. 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. Five (5) 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 or specifically authorized by 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 Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power,

transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever 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 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.

7. **Inspection and Testing:**

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with 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 Representative(s) timely notice of readiness. The Contractor will then furnish the Owner or its Resident 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, Engineer or Resident Project Representative(s) will at all times have access to the Work. In addition, 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. The 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 or the Owner, be uncovered for his observation and replaced at the Contractor's expense.

If sufficient notice has been provided in writing to the Owner or the Resident Project Representative(s), then any Work that 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, expose, or otherwise make available for observation, 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, and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection, and testing 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 Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order will be issued.

The Owners Resident Project Representative, shall have no authority to permit deviations from, nor to relay any of the provisions of, the Contract Documents no to delay the Contract by failure to inspect the materials and work without reasonable promptness without the written permission or instruction of the Engineer.

8. Substitutions:

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 the alternates are approved by the Engineer, responsible for any and all changes in construction at no additional cost to the Owner.

Alternate items which require major design or construction alterations shall not be approved by the Engineer or its Resident Project 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. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholds, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. The Contractor shall deliver these records in good order to the County as

the work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings or As-Built surveys shall be made on reproducible paper and shall be delivered to the County prior to, and as a condition of, final payment.

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 designated for removal, relocation or replacement in the course of 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. Neither the County nor its Engineer shall be responsible for nonperformance by the utility owners.

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 may thereupon be issued covering the changes and deviations involved.

Location and Damage to Existing Facilities, Equipment or Utilities: As far as possible, all existing utility lines in the Project area have been shown on the plans. However, the County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations,

whether or not said relocation is necessary to avoid conflict with other lines.

The Contract shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

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 otherwise not specified in the construction documents. 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. The supervisor shall always be reachable via telephone during work hours if not present at the project site.

13. Changes in the Work:

The Owner or its Resident Project Representative(s) 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

required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The Owner, Engineer or 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, Engineer or Resident Project Representative(s) unless the 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, Engineer or 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, Engineer or 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 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) and verified by the Contractor 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, Engineer, 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 familiarize himself thoroughly of existing conditions at the site prior and incorporate all features/conditions not otherwise shown on the contract documents into the bid cost. The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner, Engineer or 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, Engineer or Resident Project Representative(s) shall promptly investigate the conditions, and if it finds that such conditions could not have been foreseen at the time of the bid and 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, Engineer or 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.

If the Contractor is adjudged as bankrupt or 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 he repeatedly fails to make prompt payments to Subcontractors for labor, regulations or orders of any public body having jurisdiction of the Work, or if he disregards the authority of the Owner, Engineer or 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 Project and of all materials, equipment, tools, construction equipment, and machinery therein owned by the 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 the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the 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, Engineer or 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 its 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. In 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 Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to the stoppage of the Work.

Extension to the contract time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the contract time. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

1. Contractor being unable to work at least fifty (50%) percent of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
2. Contractor must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the Contractor, and providing that the Contractor was unable to work at least fifty (50%) percent of the normal workday on controlling items of work identified on the accepted schedule or updates.

No Damages For Delay: If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather

conditions or any other causes beyond the control of the Contractor, then the required completion date or duration set forth in the progress schedule shall be extended by the amount of time that the Contractor shall have been delayed thereby. However, to the fullest extent permitted by law, the County and its agents and employees, shall not be held responsible for any loss or damage sustained by the Contractor, or additional costs incurred by the Contractor, through delay caused by the County, its agents or employees, or any other Contractor, through delay caused by Authority, its agents or employees, or any other Contractor or Subcontractor, or by any other cause, and Contractor agrees that the sole remedy therefore shall be an extension of time.

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 Nassau County Clerk of Courts, Post Office Box 4000, Fernandina Beach, Florida 32035 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, Engineer or 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, Engineer or Resident Project Representative(s), as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The application for payment shall include a list of Subcontractors employed by the Contractor that provided or performed work included in the application, the Subcontractors' partial release of lien from the previous payment and an updated progress schedule.

The Owner, Engineer or 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 and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act, 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. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If 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 all 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.

Contractor shall follow the following procedure: 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 payment checks for all materials, equipment, subcontractors, and other expenses related to the Project for review. Each payment shall include a request for 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.

Before issuance of final payment, the Contractor shall deliver to the County a complete release of all liens arising out of this contract, receipts in full in lieu of thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; and the final corrected as-built drawings.

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 workers' 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 Workers' 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 Final Acceptance 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, 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 Contracts 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 Contract Manager or their designee 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 or his/her designee, and the County Attorney, County Administrator and the Contract Manager 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 Contract Manager. If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties of this Contract arising out of or relating to this Contract 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.

32. Taxes:

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

33. 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 properly 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.

34. 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.

Any proposal which is incomplete, obscure, or 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 Proposal in which manufacturers of equipment or

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.

35. 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.

36. 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.

37. Record Drawings and/or As-Built Surveys:

Record Drawings 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 and reviewed by the Engineer prior to final payment. As-Built Surveys may be required to verify proper construction at the Engineer's discretion.

38. 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.

39. 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.

40. **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.

41. **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 unfair methods of competition, unfair, deceptive, or 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, fees, and costs for intentional noncompliance with a subpoena. Exempts an act or practice involving the sale, 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.

42. Waiver of Trial By Jury

Both parties agree by the execution of this Agreement to waive any entitlement to a jury trial. Any trial shall be a bench or "Judge" trial and venue for any trial shall be Nassau County, Florida.

TECHNICAL SPECIFICATIONS

Portland Cement Stabilization

Description

The work consists of the construction of a two to three (2-3) foot widening on each side of the existing roadway and portland cement stabilized subbase by use of mix-in-place equipment capable of pulverizing, blending, and mixing existing materials with portland cement and aggregate as needed to achieve a homogenous base material to a depth of eight (8) inches, graded and compacted.

TS 1 - Widening

Construction. Widening will be done on each side of the roadway for a width of two to three (2-3) feet from the edge of the existing bituminous surface and as stationed by the County to a depth of six (6) inches. The County will compact the subgrade prior to the placement of any backfill material. The County will provide suitable material for the backfill of the widening (limerock or millings). The fill material must be treated and placed in the widening at the same time as the existing mainline to ensure a homogeneously mixed and stabilized base.

TS 2 - Material

a. Reclaimed Material - Ninety five (95) percent of the material is required to pass through a two (2) inch sieve. Not less than fifty five (55) percent of the material must pass through the 4.75 mm (#4) sieve.

b. Portland Cement - Type I or II ASTM C150-86 AASHTO M85-89.

c. Aggregate - No. 8, 10, 57 and 67. Add the gradation and quantity to the mix as required.

d. **Mix Design** - Design must be completed by a certified geotechnical lab familiar with cement stabilization. Final design must be submitted to the County's Engineering Services Department for approval prior to commencement of construction.

e. **Mixture** - Combine the reclaimed material, aggregates (if necessary), and portland cement. Add sufficient water to produce a mix for optimum moisture content. The mixture of reclaimed material shall substantially conform to ASTM D-2940.

TS 3 - Construction

a. **Equipment** - Use equipment that will produce the completed cement stabilized subbase as follows:

1. Use equipment capable of automatically metering the liquids with a variation of not more than plus or minus two (2) percent by weight of liquids. Apply the cement by use of spreader units capable of spreading up to eighty (80) pounds per square yard in a single pass in a uniform and consistent manner by means of cyclone, screw-type or pressure-manifold type.
2. Spreaders must be calibrated and witnessed by County representative, prior to the project beginning.
3. Sufficient on site storage capacity for cement must be provided so that operations can continue uninterrupted for a minimum of three (3) days should material not be available for delivery.
4. Maintain all equipment in a satisfactory operating condition.

b. **Mixing** - Break down, pulverize and mix the existing pavement to a minimum depth of six (6) inches in a single pass. Rough grade to desired cross slope and profile. Apply the designed quantity of portland cement and water to assure proper compaction. Measure the milling depth at the time of pulverization. Make at least one (1) measurement for each three thousand (3000) square yards of work done and record the measurement to ensure that the specified milling depth is met.

c. **Compaction** - Shape, grade, and compact to the lines, grades and depth as shown on the typical cross sections after the material has been processed.

Commence rolling at the lower side of the course: except leave three (3) to six (6) inches from any unsupported edge or edges

unrolled initially to prevent distortion. Determine the in-place density requirements by the construction of at least one (1) control strip under the guidance of a nuclear gauge operator. After each pass of the compaction equipment, take a nuclear density reading in accordance with PTM No. 402. Continue compaction with each piece of equipment until additional passes obtain no appreciable increase in density. Upon completion of compaction, make a minimum of ten (10) tests at random locations to determine the average in-place density of the control strip. Compact the recycled mixture to a target density of at least ninety six (96) percent of the average control strip. Determine the in-place density in accordance with PTM No. 402.

d. Finishing - Complete any portion of the base course during daylight hours, unless other permitted by the County.

e. Protection - Protect any finished portion of the base course upon which construction equipment is required to travel to prevent marring, distortion or damage of any kind. Immediately and satisfactorily correct any such damage.

f. Surface Tolerance - When directed by the engineer, test the completed base course for smoothness and accuracy of grade, both transversely and longitudinally using suitable templates and straightedges. Final grade and slope will be achieved in a single full lane pass with a quarter ($\frac{1}{4}$) inch tolerance both transversely and longitudinally using suitable templates and straightedges. This work must be accomplished using a machine specifically designed for grade and slope control.

g. Maintenance of Traffic - Maintain the completed base course and control traffic as specified in Section 401.3(n).

END OF TECHNICAL SPECIFICATIONS

EXHIBIT D

INDEX OF DRAWINGS

Bidders are to include the cost of all required drawings, project manuals, etc

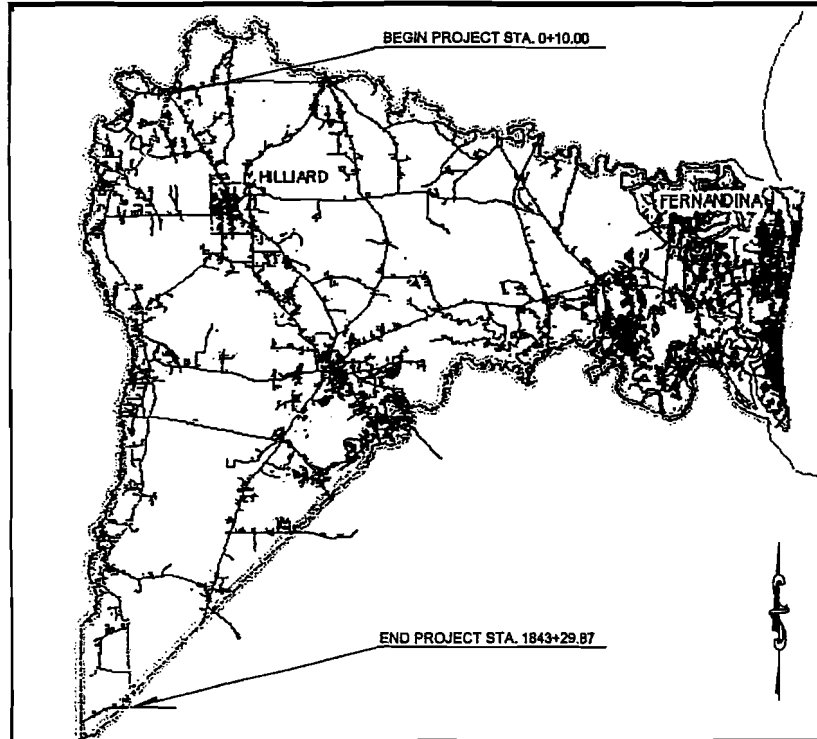
The drawing list is as noted on the attached drawing C1.1

Copies of the contract drawings are included on the enclosed CD.

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C3.51 (Plan View)
C3.52 (Plan View)
C3.53 (Plan View)
C3.54 (Plan View)
C4.1 (Maintenance of Traffic)

**WIDENING & IMPROVEMENT PLANS FOR
COUNTY ROAD 121
NASSAU COUNTY, FLORIDA**



PLANS PREPARED FOR:
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Ansley Aree District 2 Chairperson	
Jim B. Higginbotham District 1	Floyd Vanzant District 4
Tom Branan District 3	Marianne Marshall District 5

John A. Crawford
Clerk of the Court

Mike Mahaney
County Administrator

PLANS PREPARED BY:
NASSAU COUNTY ENGINEERING SERVICES DEPARTMENT

José R. Deliz, P.E.
Engineering Services Director

	UTILITY CONTACTS	
CABLE-	ADELPHIA	(904) 731-7960
ELECTRIC-	FPL	(800) 375-2434
TELEPHONE-	BELLSOUTH	(800) 830-3734

Release of Construction Set
Requested by Nassau County

Yasir Duf
12 JAN 07

DATE	BY	REVISION

NASSAU COUNTY
ENGINEERING SERVICES DEPARTMENT



PROJECT: WIDENING & IMPROVEMENT PLANS FOR
CR 121
NASSAU COUNTY, FLORIDA

DRAWN BY:	RTC
CHECKED BY:	JRD
DATE:	02/18/2005
SHEET #:	1 OF 38
C1.1	REVISION #:

INQUIRY NO.: F6104 - RFQ - 1 DAC 6477

EXHIBIT E

PREVIOUS SOLICITATION, OFFER AND AWARD

ADVERTISEMENT FOR BID

OWNER: BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA
Post Office Box 1010
Fernandina Beach, FL 32035-1010

Separate sealed BIDS for the construction of:

Widening & Resurfacing of CR 121 from US 1
to the Duval County line.
Bid No.: NC025-05

SEALED BIDS shall include an original and three (3) copies of the sealed bid and must be in writing and should be addressed to the Board of County Commissioners, C/O John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097. Bids will be received until 2:00 p.m. on November 2, 2005. Bids will be opened and read aloud at 2:05 p.m. on November 2, 2005 at the Office of the Ex-Officio Clerk to the Board of County Commissioners at the Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097. Bids shall be sealed and clearly marked "CR 121 Widening/Resurfacing, Bid No.: NC025-05".

WORK shall consist of the following items:

PROJECT DESCRIPTION

Base Project:

Full Depth Reclamation (FDR) per the attached specification of approximately 35 miles of roadway, 25 ft. wide base typical section, stabilized with 3% cement or as indicated by actual conditions based on boring results, to an average depth of 6.5 inches below existing surface. FDR to be performed in conjunction with Nassau County Road & Bridge Department operations and other contractors to be determined. Project shall include excavation of a 2 to 3 foot wide trench along both sides of existing edge of pavement to accommodate widening. Project shall also include profiling of reclaimed base as indicated in typical section. Nassau County Road & Bridge Department will provide the base material to be deposited in the widening trench for subsequent mixing with existing roadway materials during FDR.

Optional Bid Item No. 1:

Widening and reconstruction of approximately 35 miles of roadway, 25 ft., wide base typical section, stabilized with 4 inches of limerock deposited on top of the existing pavement for subsequent FDR to a depth of 6.5 inches below existing surface. Widening and reconstruction to be performed in conjunction with the Nassau County

Road & Bridge Department and other contractors to be determined. Project shall include excavation of a 2 to 3 foot wide trench along both sides of the existing edge of pavement to accommodate widening. Project shall also include profiling of reclaimed base as indicated in typical section.

Optional Bid Item No. 2:

Paving of reclaimed base with 2 inch layer of SP 12.5 Level C fine graded asphalt per FDOT requirements as depicted by the plans. Optional bid item 1 shall also include the repaving of existing paved connections per plans including milling existing pavement as required to match new profile.

Optional Bid Item No. 3:

Installation of guardrails per FDOT requirements as depicted by the plans.

Optional Bid Item No. 4:

Installation of thermoplastic lane striping with glass beads and reflective pavement markers per FDOT requirements as depicted by the plans.

Optional Bid Item No. 5:

Installation of latex lane striping with glass beads and reflective pavement markers per FDOT requirements as depicted by the plans.

Optional Bid Item No. 6:

Installation of 1 foot strip of Bermuda sod along both sides of the widened roadway section.

The work is to be coordinated through the Nassau County Engineering Services Department, which will also provide inspection services. Bidders must demonstrate successful experience with the FDR process in recent projects.

ALL BIDDERS must be qualified for the type of work for which the BID is submitted. BIDS must be enclosed in an opaque envelope and marked:

**CR 121 WIDENING/RESURFACING
BID NO.: NC 025-05**

BIDS SHALL BE ADDRESSED TO:
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
c/o John A. Crawford
Ex-Officio Clerk
76347 Veterans Way
Yulee, FL 32097

The CONTRACT DOCUMENTS, consisting of ADVERTISEMENT FOR BIDS, INFORMATION FOR BIDDERS, BID, BID BOND, AGREEMENT, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS (if applicable), PAYMENT BOND, PERFORMANCE BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, SPECIAL CONDITIONS AND ADDENDA, MAY BE EXAMINED AT THE FOLLOWING LOCATION(S):

Nassau County Clerk of Courts
76347 Veterans Way
Yulee, Florida 32097

Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

Copies of the CONTRACT DOCUMENTS may be obtained at the office of:

Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

Copies of the Plans and Specifications may be obtained at the office of Nassau County Engineering Services Department, 96161 Nassau Place, Yulee, Florida 32097. Charges for these Plans are twenty five dollars and twenty eight cents (\$25.28) for each complete set; which amount will not be refunded. Partial set of Plans and Specifications will not be issued. All requests for Plans and Specifications must be accompanied by a check or money order in the full amount of the purchase.

BIDS must be accompanied by a Certified Check or BID BOND of a reputable bonding company authorized to do business in the State of Florida in the amount of five percent (5%) of the total amount of the

BID to guarantee that the Contractor will enter into a Contract in the form prescribed and will provide the required bond.

The successful BIDDER(s) must provide an acceptable contract PERFORMANCE BOND in the amount of one hundred percent (100%) of the Contract Price, and a PAYMENT BOND in the amount of one hundred percent (100%) of the Contract Price.

No BIDS may be withdrawn for a period of sixty (60) days after closing time scheduled for receipt of BIDS.

The OWNER reserves the right to reject any and all BIDS and waive all informalities in whole or in part, with or without cause, and/or to accept the bid that, in its best judgment, will be for the best interest of Nassau County, Florida.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract to provide any goods or services to a public entity, may not submit a proposal/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal/bid on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty six months from the date of being placed on the convicted vendor list.

The Nassau County Board of County Commissioners reserves the right to waive formalities in any proposal; reject any or all proposals in whole or in part, with or without cause, and to accept the proposal that in its best judgment will be for the best interest of Nassau County, Florida.

Persons with disabilities requiring accommodation in order to participate in this program or activity should contact the Office of the Ex-Officio Clerk to the Board of County Commissioners at (904) 548-4660 or Florida Relay Service at 1-800-955-8770(v) or 1-800-955-8771(TDD) at least seventy two hours in advance to request such accommodation.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
ANSLEY N. ACREE, Chairman

ATTEST:

John A. Crawford
Its: Ex-Officio Clerk

An Affirmative Action/Equal Opportunity Employer

INFORMATION FOR BIDDERS

BIDS will be received by OWNER, NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, until 2:00 p.m. on November 2, 2005, at the Office of the Clerk, 76347 Veterans Way, Yulee, FL 32097. Bids will be publicly read aloud and recorded at 2:05 p.m. on November 2, 2005 at the Office of the Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097.

EACH BID MUST BE SUBMITTED IN A SEALED OPAQUE ENVELOPE, ADDRESSED TO:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
C/o John A. Crawford
Ex-Officio Clerk
76347 Veterans Way
Yulee, FL 32097

Each sealed envelope containing A BID must be plainly marked on the outside as:

CR 121 WIDENING/RESURFACING
Nassau County, Florida

OTHERWISE THE BID SHALL NOT BE OPENED.

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
C/O John A. Crawford
Ex-Officio Clerk
76347 Veterans Way
Yulee, FL 32097

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. An original and three (3) copies of the BID form are required. Bidders shall also complete pages thirty two (32) and thirty three (33) and include in Bid with the Bid Bond.

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

The OWNER may waive any informalities or minor defects or reject any and all BIDS with proper justification. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof.

No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site(s) and review of the Contract Documents including Addenda. After BIDS have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the Work to be done.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him/her from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three (3) lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which the Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

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.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

The Bidder to whom the Contract is awarded will be required to initially execute the Agreement and the Notice of Award. Copies of the fully executed Agreement and the Notice of Award will be provided to the Bidder, and upon receipt, the Bidder shall have ten (10) calendar days to provide the Performance Bond and the Payment Bond to the Owner. In case of failure of the Bidder to execute the Agreement, the Owner may, at its option, consider the Bidder in default, in which case, the Bid Bond accompanying the proposal shall become the property of the Owner.

Should the Owner not execute the Agreement or Notice of Award within ninety (90) calendar days after opening of the Bids, the Bidder may, with written notice, withdraw its signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Should there be reasons why the Performance Bond and the Payment Bond cannot be provided by the Bidder within the ten-day period or the Agreement or Notice of Award cannot be executed by the Owner within the ninety-day period, the time period may be extended by the mutual agreement between Owner and Bidder.

The Owner, within thirty (30) calendar days of receipt of acceptance of Performance Bond and Payment Bond, shall issue the Notice to Proceed. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between Owner and Bidder. If the Notice to Proceed has not been issued within the thirty-day period or within the period mutually agreed upon, the Bidder may terminate the Agreement without future liability on the part of either party.

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 the Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contractor throughout.

Each Bidder is responsible for inspecting the site(s) and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.

Further, the Bidder agrees to abide by the requirements under Executive Order No 11246, as amended, including specifically the provisions of equal opportunity.

The low Bidder must supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Engineer and/or Owner as well as a categorical cost breakdown of various portions of the total Bid price.

The Contractor shall provide a Construction Schedule to the Project Engineer as stated in Section 3. of the General Conditions. Updates will be required every two (2) weeks if schedule changes are anticipated.

THE ENGINEER IS:

Nassau County Engineering Services
Mr. José Deliz, P.E., Engineering Services Director
96161 Nassau Place
Yulee, Florida 32097

BID FORM

FOR Widening/Resurfacing of

CR 121 from US 1 to the Duval County Line

FOR

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

SUBMITTED BY: _____

DATE _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the places where the Work is to be done; that he has examined the Plans and Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of Bids, that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with Nassau County, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Plans and Specifications and Contract Documents to the full satisfaction of the Contract with Nassau County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

LISTING OF SUBCONTRACTORS AND EQUIPMENT MANUFACTURERS

In the space below, the Bidder shall list all proposed subcontractors and their addresses for approval by the Owner.

The Bidder shall also describe that portion of the Work he proposes to sublet to each subcontractor listed.

Equipment Manufacturers shall be listed for each item of major equipment herein. No changes shall be allowed after acceptance by the Owner. Any blanks shall be filled in by the Owner and provided by the Contractor at no additional cost.

Use additional sheets as required.

NAME	ADDRESS	DESCRIPTION OF WORK TO BE PERFORMED
------	---------	---

TRENCH SAFETY ACT

(90-96, Laws of Florida)

Bidder acknowledges that included in the appropriate bid items of the proposal in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

TOTAL: \$ _____

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (Trench Excavation Safety System and Shoring, Special - Trench Excavation).

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

BID SCHEDULE

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws
of the State of Florida, and doing business as:

(Insert "a corporation", "a partnership", or "an individual") as
applicable.

TO: BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA,
(hereinafter referred to as "Owner").

In compliance with your Advertisement for Bids, Bidder hereby
proposes to:

Perform all work and furnish all necessary labor, equipment,
material, and transportation for the **Widening/Resurfacing of CR 121
from US 1 to the Duval County Line.**

All Work is to be performed per Nassau County Ordinance 99-17 and the
Florida Department of Transportation Standard Specifications for Road
and Bridge Construction, dated 2004, supplements thereto, when not
specifically stated in the Special Provisions, or shown on the plans.

In strict accordance with the Contract Documents, within the time set
forth therein, and at the prices stated in the Bid Schedule.

By submission of this Bid, each Bidder certifies, and in the case of
a joint Bid, each party thereto certifies as to his own organization,
that this Bid has been arrived at independently, without
consultation, communication or agreement as to any matter relating to
this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence the work under this Contract on or
before a date to be specified in the Notice to Proceed and to
SUBSTANTIALLY complete the Project within **90 consecutive calendar
days** thereafter, and fully complete the Project in a total of **150
consecutive calendar days** thereafter.

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.

Bidder agrees to perform all the work described in the Contract Documents for the listed unit prices or lump sums shown in the Bid Schedule as follows:

Bid Schedule

Bid Item No.	Description	Bid Item Price
1	Base Project	\$ _____
2	Optional Bid Item No. 1	\$ _____
3	Optional Bid Item No. 2	\$ _____
4	Optional Bid Item No. 3	\$ _____
5	Optional Bid Item No. 4	\$ _____
6	Optional Bid Item No. 5	\$ _____
7	Optional Bid Item No. 6	\$ _____
	Total Bid Amount	\$ _____

We, the Undersigned, hereby declare that no person, persons, firm, or corporation, other than the undersigned, are interested in this proposal as principals and that this Proposal is made without collusion with any person, firm, or corporation.

CORPORATE/COMPANY:

Company Name: _____ (Seal)

By: _____
(Name typed or printed)

By: _____
(Name typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Florida State Registration Number: _____

Federal I.D. Tax Number: _____

INDIVIDUAL:

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (_____) _____

Nassau County Registration Number: _____

Federal I.D. Tax Number: _____

FLORIDA STATUTES 287.133(2)(A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, _____, as Surety, are hereby held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, as Owner, in the penal sum of _____, five percent (5%) of the Bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for:

**CR 121 Widening/Resurfacing
from US 1 to the Duval County Line
Nassau County, Florida**

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached thereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, and day and year first set forth above.

PRINCIPAL:

By: _____
Its: _____

SURETY:

By: _____
Its: _____

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.

INSERT POWER OF ATTORNEY - IF APPLICABLE

A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____, 20____, 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 _____, 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 the Full Depth Reconstruction of CR 121 from US 1 to the Duval County Line, Nassau County, Florida, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, the full depth reclamation of approximately 35 miles of roadway, widening of existing roadway to a 25 foot wide base typical section with 12' travel lanes, reconstruction of paved connections to match new profile as needed, and optional installation of pavement, striping, reflective pavement markers, guardrails, and sod.

All Work is to be performed per Nassau County Ordinance 99-17 and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2004, 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 **90 consecutive calendar days**, and fully complete the Project in a total of **150 consecutive calendar 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:

(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. Bid Form
- b. Sworn Statement
- c. Bid Bond
- d. Agreement
- e. Notice of Award
- f. Notice to Proceed
- g. Change Order Request

-
- h. Performance Bond
 - i. Payment Bond
 - j. Hold Harmless Agreement
 - k. General Conditions
 - l. Specifications prepared by the Engineer
 - m. Drawings

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

ANSLEY N. ACREE
Its: Chairman

ATTEST:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

CONTRACTOR:

By: _____
Its: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

Widening/Resurfacing of CR 121
from US 1 to the Duval County Line
Nassau County, Florida

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

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

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 _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ANSLEY N. ACREE
Its: Chairman

ATTEST:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

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

_____, this _____ day of _____, 20__.

By: _____
Its: _____

NOTICE TO PROCEED

To: _____ Date: _____
_____ Project: Bid No. _____

You are hereby notified to commence work in accordance with the Agreement dated the _____ day of _____, 2005, on or before the _____ day of _____, 2005, and you are to substantially complete the Work within _____ consecutive calendar days, and fully complete the Project in a total of _____ days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore _____.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ANSLEY N. ACREE
Its: Chairman

ATTEST:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

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

_____, this _____ day of _____, 20__.

By: _____
Its: _____

Nassau County
Department of Public Works

County
Contractor

Field

Other

CHANGE ORDER REQUEST

PROJECT: _____ CHANGE ORDER NUMBER: _____

DATE: _____

CONTRACT NUMBER: _____

TO CONTRACTOR: _____

The Contract is changed as follows:

Original Contract Sum	\$	_____
Net change by Previous Change Order	\$	_____
Contract Sum Prior to This Change Order	\$	_____
Amount of This Change Order (Add/Deduct)	\$	_____
New Contract Sum, Including this Change Order	\$	_____

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

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

RECOMMENDED BY: _____ DATE: _____
Resident Project Representative

ACCEPTED BY: _____ DATE: _____
Contractor

Approved by: _____ DATE: _____
Board of County Commissioners
Or their Designee

INSERT CERTIFICATE(S) OF INSURANCE

COMMON-LAW COMBINED PERFORMANCE AND PAYMENT BOND:

The Common-Law Combined Performance and Payment Bond shall be in the following form:

BY THIS BOND, We _____, as Principal whose principal business address and telephone number are _____, and _____, a corporation, as Surety, whose principal address and telephone number are bound to the Board of County Commissioners of Nassau County, Florida, herein called Owner, whose principal business address and phone number are Post Office Box 1010, Fernandina Beach, FL 32035-1010, 904-491-7377, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

A description of the project sufficient to identify it is: _____.

The improvements are generally described as follows: _____.

NOTE: The Bond shall be recorded in the public records of Nassau County.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, and whose contract number designated by Owner is _____, between Principal and Owner for construction of _____, the Contract being made a part of this Bond by reference and call the "Contract" herein, at the times and in the manner prescribed in the Contract; and

2. Pays Owner all for losses, damages, including delay or liquidated damages, and losses and damages due to latent or patent defects that Owner sustains because of a default by Principal under the Contract; and

3. Pays Owner all for expenses, costs, and attorneys' fees, including such fees in appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

5. Protects, indemnifies, keeps and saves harmless the Owner against all claims, liabilities, judgments, costs, damages, expenses, and attorneys' fees that may in any way accrue or come against the Owner as a result of the breach of Contract or other actions of the

Principal arising out of the work of the Principal, or that may in any way result from the acts, carelessness, or neglect of the Principal, its agents, employees, workers, or subcontractors, in any respect whatsoever, or that may result on account of any infringement of any patent, trademark, or copyright by reason of the materials, machinery, processes, devices, or apparatus used or furnished in the performance of the Contract; and

6. Promptly makes payments to all claimants, as defined in Florida Statutes, 255.05(1), who furnish labor, services, or materials for the prosecution of the work provided for in the Contract; then this Bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

The forty-five (45) day notice, the ninety (90) day notice, and the time within which to file an action, provided by Florida Statutes, 255.05, and the manner of giving notices provided by Florida Statutes, 713.18, shall apply to claimants on the payment bond undertaking of this Bond.

HOLD HARMLESS AGREEMENT

_____ (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: _____

Name of Agent: _____

Title of Agent: _____

Signature of Agent: _____

Date: _____

BID FORMFOR Widening/Resurfacing ofCR 121 from US 1 to the Duval County Line

FOR

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

SUBMITTED BY: DOUGLAS ASPHALT COMPANYDATE 11/2/0510010 N. MAIN STREETJACKSONVILLE, FL 32218

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the places where the Work is to be done; that he has examined the Plans and Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of Bids, that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with Nassau County, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Plans and Specifications and Contract Documents to the full satisfaction of the Contract with Nassau County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

LISTING OF SUBCONTRACTORS AND EQUIPMENT MANUFACTURERS

In the space below, the Bidder shall list all proposed subcontractors and their addresses for approval by the Owner.

The Bidder shall also describe that portion of the Work he proposes to sublet to each subcontractor listed.

Equipment Manufacturers shall be listed for each item of major equipment herein. No changes shall be allowed after acceptance by the Owner. Any blanks shall be filled in by the Owner and provided by the Contractor at no additional cost.

Use additional sheets as required.

NAME	ADDRESS	DESCRIPTION OF WORK TO BE PERFORMED
Rose Services 170 Cumberland Park Dr. St. Augustine, FL 32095		Striping / R.P.M.s
Belcorp, Inc. 11530 Phillips Hwy. Jacksonville, FL 32256		Sodding
Big John's Fence Company 5066 Lucille, Dr. Jacksonville, FL 32254		Guardrail
Acme Barricades 9798 Normandy Blvd. Jacksonville, FL 32221		Signs - MOT Devices

TRENCH SAFETY ACT

(90-96, Laws of Florida)

Bidder acknowledges that included in the appropriate bid items of the proposal in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.	Trench Shield	L.F.	300	\$10.00	\$3,000.00
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

TOTAL: \$ 3,000.00

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (Trench Excavation Safety System and Shoring, Special - Trench Excavation).

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

CHOOSE THIS OR DOES NOT

BID SCHEDULE

Proposal of Douglas Asphalt Company
(hereinafter called "Bidder"), organized and existing under the laws
of the State of Florida, and doing business as:
Corporation

(Insert "a corporation", "a partnership", or "an individual") as
applicable.

TO: BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA,
(hereinafter referred to as "Owner").

In compliance with your Advertisement for Bids, Bidder hereby
proposes to:

Perform all work and furnish all necessary labor, equipment,
material, and transportation for the **Widening/Resurfacing of CR 121
from US 1 to the Duval County Line.**

All Work is to be performed per Nassau County Ordinance 99-17 and the
Florida Department of Transportation Standard Specifications for Road
and Bridge Construction, dated 2004, supplements thereto, when not
specifically stated in the Special Provisions, or shown on the plans.

In strict accordance with the Contract Documents, within the time set
forth therein, and at the prices stated in the Bid Schedule.

By submission of this Bid, each Bidder certifies, and in the case of
a joint Bid, each party thereto certifies as to his own organization,
that this Bid has been arrived at independently, without
consultation, communication or agreement as to any matter relating to
this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence the work under this Contract on or
before a date to be specified in the Notice to Proceed and to
SUBSTANTIALLY complete the Project within **90 consecutive calendar**
days thereafter, and fully complete the Project in a total of **150**
consecutive calendar days thereafter.

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.

Bidder agrees to perform all the work described in the Contract Documents for the listed unit prices or lump sums shown in the Bid Schedule as follows:

Bid Schedule

Bid Item No.	Description	Bid Item Price
1	Base Project	\$ <u>3,726,959.92</u>
2	Optional Bid Item No. 1	\$ <u>5,031,691.92</u>
3	Optional Bid Item No. 2	\$ <u>2,732,358.76</u>
4	Optional Bid Item No. 3	\$ <u>212,546.94</u>
5	Optional Bid Item No. 4	\$ <u>319,677.48</u>
6	Optional Bid Item No. 5	\$ <u>119,665.94</u>
7	Optional Bid Item No. 6	\$ <u>106,413.00</u>
Total Bid Amount		\$ <u>12,249,313.96</u>

We, the Undersigned, hereby declare that no person, persons, firm, or corporation, other than the undersigned, are interested in this proposal as principals and that this Proposal is made without collusion with any person, firm, or corporation.

CORPORATE/COMPANY:

Company Name: Douglas Asphalt Company (Seal)

By: *Randy Maloy* Randy Maloy, Operational Mgr.
(Name typed or printed)

By: *Raymond Grode* Raymond Grode, Division Mgr.
(Name typed or printed)

Address: 10010 N. Main Street
Jacksonville, FL 32218

Telephone No.: (904) 751-2240 Fax No.: (904) 751-2502

Florida State Registration Number: Lisc. # CGC062916

FLORIDA STATUTES 287.133(2)(A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

BALANCED CONTRACT WORKSHEET - C.R. 121 BID 11/2/05

Item	Item Description	Unit	Quantity	Subcontractor		% P/O	Unit Rate	Extension
				Unit Cost	Cost \$			
1	Mobilization	LS	1.0		\$ -		\$ 417,362.00	\$ 417,362.00
2	Maintenance of Traffic	LS	1.0		\$ -		\$ 406,693.00	\$ 406,693.00
3	Earthwork Shoulder	LS	1.0		\$ -		\$ 236,074.00	\$ 236,074.00
4	Base Const. - Widen.	LS	1.0		\$ -		\$ 558,086.31	\$ 558,086.31
5	Reclaiming - Conc 3%	SY	501,820.0	\$ 3.76	\$ 1,886,843.20	10%	\$ 4.14	\$ 2,077,534.80
6	Silt Fence	LF	6,800.0	\$ 1.75	\$ 11,900.00	10%	\$ 1.93	\$ 13,124.00
7	Mill Connectors (13)	SY	3,000.0				\$ 5.96	\$ 17,880.00
8	Bit Mater - Connectors	GAL	210.0				\$ 3.25	\$ 682.50
9	Asphalt SP 12.5 ML	TN	54,336.4				\$ 49.72	\$ 2,701,605.81
10	Asphalt SP 12.5 Con	TN	352.5				\$ 86.41	\$ 30,459.53
11	Guardrail Rem / Rep	LS	1.0	\$ 198,642.00	\$ 198,642.00	7%	\$ 212,546.94	\$ 212,546.94
12	Stripe Perm Surf Paint	LS	1.0	\$ 108,919.85	\$ 108,919.85	7%	\$ 116,544.24	\$ 116,544.24
13	Perm R.P.M. Class B	EA	530.0	\$ 5.50	\$ 2,915.00	7%	\$ 5.89	\$ 3,121.70
14	Sod - Mobilization	EA	12.0	\$ 400.00	\$ 4,800.00	7%	\$ 428.00	\$ 5,136.00
15	Sodding Bermuda 16"	SY	51,150.0	\$ 1.80	\$ 92,070.00	10%	\$ 1.98	\$ 101,277.00
16								\$ -
17	Adjustment for Sq Yd conversion to Tons - Asphalt Items	LS	1.0				\$ (173.26)	\$ (173.26)
18								\$ -
19								\$ -
20								\$ -
Contract Amount Issued by Nassau Co =								\$ 6,897,954.56

BASE PROJECT

RECLAIM BASE - CEMENT

CODE	ITEM DESCRIPTION	UNIT	QUANTITY	SUBCON / UNIT COST	COST \$	% P/O	UNIT RATE	EXTENSION
1	MOBILIZATION	LS	1.0	\$ 343,432.00	\$ 343,432.00	10%	\$ 377,775.20	\$ 377,775.20
2	MAINTENANCE OF TRAFFIC	LS	1.0	\$ 340,723.00	\$ 340,723.00	7%	\$ 364,573.61	\$ 364,573.61
3	EARTHWORK - SHOULDER	1.0	120,537.0	\$ 1.74	\$ 205,384.38	15%	\$ 2.00	\$ 236,074.00
4	BASE CONST. - WIDENING	SY	120,537.0	\$ 4.03	\$ 485,764.11	15%	\$ 4.63	\$ 558,086.31
5	BIT MATER - PRIME - MAINLINE	GAL	56,700.0	\$ -	\$ -	0%	\$ 1.76	\$ 99,792.00
6	RECLAIMING - CONC OPTION	SY	501,820.0	\$ 3.76	\$ 1,886,843.20	10%	\$ 4.14	\$ 2,077,534.80
7	SILT FENCE	LF	6,800.0	\$ 1.75	\$ 11,900.00	10%	\$ 1.93	\$ 13,124.00

TOTALS = \$ 3,274,046.69 \$ 3,726,959.92

OPTIONAL ITEM

RECLAIM BASE - LIMEROCK

CODE	ITEM DESCRIPTION	UNIT	QUANTITY	SUBCON / UNIT COST	COST \$	% P/O	UNIT RATE	EXTENSION
1	MOBILIZATION	LS	1.0	\$ 343,432.00	\$ 343,432.00	10%	\$ 377,775.20	\$ 377,775.20
2	MAINTENANCE OF TRAFFIC	LS	1.0	\$ 340,723.00	\$ 340,723.00	7%	\$ 364,573.61	\$ 364,573.61
3	EARTHWORK - SHOULDER	1.0	120,537.0	\$ 1.74	\$ 205,384.38	15%	\$ 2.00	\$ 236,074.00
4	BASE CONST. - WIDENING	SY	120,537.0	\$ 4.03	\$ 485,764.11	15%	\$ 4.63	\$ 558,086.31
5	BIT MATER - PRIME - MAINLINE	GAL	56,700.0	\$ -	\$ -	0%	\$ 1.76	\$ 99,792.00
6	RECLAIMING - LIMER OPTION	SY	501,820.0	\$ 6.42	\$ 3,221,684.40	5%	\$ 6.74	\$ 3,382,266.80
7	SILT FENCE	LF	6,800.0	\$ 1.75	\$ 11,900.00	10%	\$ 1.93	\$ 13,124.00

TOTALS = \$ 4,608,887.89 \$ 5,031,691.92

OPTIONAL ITEM

PAVING / MILLING

CODE	ITEM DESCRIPTION	UNIT	QUANTITY	SUBCON / UNIT COST	COST \$	% P/O	UNIT RATE	EXTENSION
1	MOBILIZATION	LS	1.0	\$ 73,930.00	\$ 73,930.00	15%	\$ 85,019.50	\$ 85,019.50
2	MAINTENANCE OF TRAFFIC	LS	1.0	\$ 100,125.00	\$ 100,125.00	15%	\$ 115,143.75	\$ 115,143.75
3	MILLING CONNECTORS (13)	SY	3,000.0	\$ -	\$ -	0%	\$ 5.96	\$ 17,880.00
4	BIT MATER - TACK CONN.	GAL	210.0	\$ -	\$ -	0%	\$ 3.25	\$ 682.50
5	ASPH CONC SP 12.5 2" ML	TON	54,336.4	\$ -	\$ -	0%	\$ 45.70	\$ 2,483,173.48
6	ASPH CONC SP 12.5 2" CON	TON	352.5	\$ -	\$ -	0%	\$ 86.41	\$ 30,459.53

TOTALS = \$ 174,055.00 \$ 2,732,358.76

OPTIONAL ITEM

GUARDRAIL

CODE	ITEM DESCRIPTION	UNIT	QUANTITY	SUBCON / UNIT COST	COST \$	% P/O	UNIT RATE	EXTENSION
1	MOBILIZATION	LS	1.0		\$ -		\$ -	\$ -
2	GUARDRAIL REMOVAL	LF	1,900.0	\$ -	\$ -	0%	\$ -	\$ -
3	GUARDRAIL REPLACE	LF	3,025.0	\$ -	\$ -	0%	\$ -	\$ -
4	ANCHOR ASSEMBLY	EA	40.0	\$ 198,642.00	\$ 198,642.00	7%	\$ 212,546.94	\$ 212,546.94

TOTALS = \$ 198,642.00 \$ 212,546.94

OPTION ITEM 2/5

THERMOPLASTIC STRIPING

JDE	ITEM DESCRIPTION	UNIT	QUANTITY	SUBCON / UNIT COST	COST \$	% P/O	UNIT RATE	EXTENSION
1	MOBILIZATION	LS	1.0		\$ -		\$ -	\$ -
2	STRIPE - PERM SURF THRM	LS	1.0	\$ 298,764.00	\$ 298,764.00	7%	\$ 319,677.48	\$ 319,677.48
3								

TOTALS = \$ 298,764.00 \$ 319,677.48

OPTION ITEM 3/6

LATEX PAINT STRIPING

CODE	ITEM DESCRIPTION	UNIT	QUANTITY	SUBCON / UNIT COST	COST \$	% P/O	UNIT RATE	EXTENSION
1	MOBILIZATION	LS	1.0		\$ -		\$ -	\$ -
2	STRIPE - PERM SURF PAINT	LS	1.0	\$ 108,919.85	\$ 108,919.85	7%	\$ 116,544.24	\$ 116,544.24
3	PERMANENT RPM CLASS B	EA	530.0	\$ 5.50	\$ 2,915.00	7%	\$ 5.89	\$ 3,121.70

TOTALS = \$ 111,834.85 \$ 119,665.94

OPTION ITEM 3/7

BERMUDA SOD

CODE	ITEM DESCRIPTION	UNIT	QUANTITY	SUBCON / UNIT COST	COST \$	% P/O	UNIT RATE	EXTENSION
1	MOBILIZATION	EA	12.0	\$ 400.00	\$ 4,800.00	7%	\$ 428.00	\$ 5,136.00
2	SODDING (16")	SY	51,150.0	\$ 1.80	\$ 92,070.00	10%	\$ 1.98	\$ 101,277.00

TOTALS = \$ 96,870.00 \$ 106,413.00

TOTAL BID AMOUNT (ITEMS 1-7) = \$ 12,249,313.96

OPTION 1 TOTAL BID AMOUNT (CONCRETE RECLAIM) = \$ 7,217,622.04
SUBTRACT THERMOPLASTIC AMT = \$319,677.48

OPTION 2 TOTAL BID AMOUNT (LIMEROCK RECLAIM) = \$ 8,522,354.04
SUBTRACT THERMOPLASTIC AMT = \$319,677.48

TO: DOUGLAS ASPHALT CO. - GA., ATTN: KRISTIN ROBERTS

DOUGLAS ASPHALT CO. C.R. 121 SUBCONTRACTOR INFORMATION

CATEGORY	SUBCONTRACTOR	AMOUNT
1 ROADWAY RECLAIMING	MILLER GROUP - KYLE SPIVEY*	?
2 STRIPING / R.P.M.S	ROSE SERVICES	\$ 251,732.60
3 M.O.T. SIGNS / DEVICES	ACME BARRICADES	\$ 53,955.00
4 SILT FENCE	EROSION STOPPERS	\$ 7,840.00
5 SODDING	BELCORP, INC.	\$ 94,640.10
6 GUARDRAIL	UNDER NEGOTIATION	?

THE PROJECT WAS BID AS LUMP-SUM - SEE THE ATTACHED SUBCONTRACTOR'S QUOTATIONS TO DETERMINE QUANTITIES BID.

* NOTE - KRISTIN, KYLE IS NEGOTIATING WITH THE MILLER GROUP TO INCLUDE SOME ADDITIONAL SITEWORK - PLEASE CONTACT HIM TO SET UP SUBCONTRACT.

I'LL HAVE A QUOTE FROM THE SECOND GUARDRAIL SUB SOMETIME THIS WEEK.
I'LL SEND THE RECOMMENDATION TO YOU ONCE WE COMPARE PRICES.

*Kristin hold off on silt fence - erosion stoppers
- quantity is being adjusted*

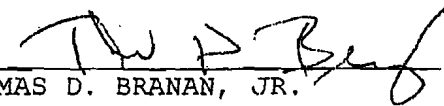
NOTICE TO PROCEED

To: Douglas Asphalt Company Date: 02/27/06
10010 N. Main Street Project: Bid No. NC025-05
Jacksonville, FL 32218

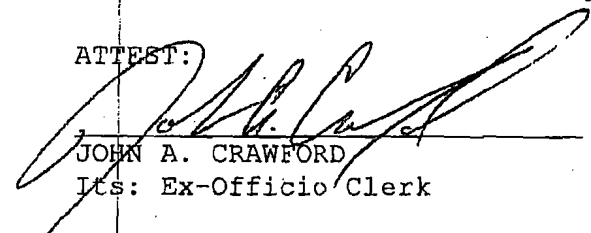
You are hereby notified to commence work in accordance with the Agreement dated the 27th day of February, 2006, on or before the 6th day of March, 2006, and you are to substantially complete the Work within 90 consecutive calendar days, and fully complete the Project in a total of 150 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore August 3, 2006.

OWNER:

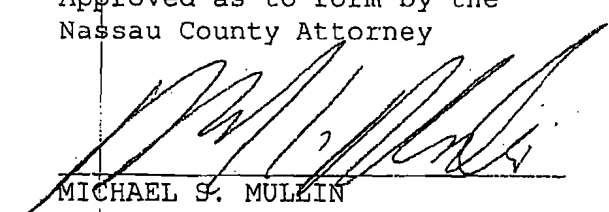
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

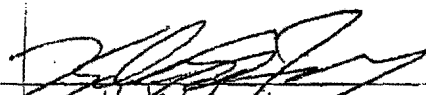
Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLEIN

ACCEPTANCE OF NOTICE

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

Douglas Asphalt Company, this 13 day
of March, 2002.

By: 
Its: R. Smith
Vice President

A G R E E M E N T

THIS AGREEMENT entered into this 27th day of February, 2006, 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 Douglas Asphalt Company, 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 the Full Depth Reconstruction of CR 121 from US 1 to the Duval County Line, Nassau County, Florida, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, the full depth reclamation of approximately 35 miles of roadway, widening of existing roadway to a 25 foot wide base typical section with 12' travel lanes, reconstruction of paved connections to match new profile as needed, and optional installation of pavement, striping, reflective pavement markers, guardrails, and sod.

Contractor will provide all required testing and certifications except base proctor/density testing, which will be performed by the owner or owner's representative, at the owners cost.

All Work is to be performed per Nassau County Ordinance 99-17 and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2004, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans. FDOT Ride-ability standards shall not apply to this project.

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 90 consecutive calendar days, and fully complete the Project in a total of 150 consecutive calendar 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:

Six Million Eight Hundred Ninety Seven Thousand Nine Hundred Forty-Four & 56/100

(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.~~ set forth in Section 20 of the General Terms and Conditions. Supplemental to Section 20 is the following:

a. Copies of invoices for payment shall be simultaneously sent to the Contract Manager for review and recommendation for payment or non-payment. The Contract Manager shall submit the recommendation to the Engineering Services Director, who shall review the invoice and make a recommendation to the County Administrator, who shall review said invoice, who shall review said invoice and make a recommendation and forward same to the Clerk of the Court for review and submittal to the Board of County Commissioners. If there is a dispute as to a payment, and if it is not addressed by the Contractor and the County's representative, the dispute resolution shall be utilized.

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. Contractor, by signing this Agreement, acknowledges that they have the ability to perform the work set forth in the attached documents and have performed their due diligence prior to execution of the contract and can proceed based upon the attachments and bid submittal.

6. 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.

7. The term "Contract Documents" means and includes the following:

- a. Bid Form
- b. Sworn Statement
- c. Bid Bond
- d. Agreement
- e. Notice of Award
- f. Notice to Proceed
- g. Change Order Request
- h. Performance Bond
- i. Payment Bond
- j. Hold Harmless Agreement
- k. General Conditions
- l. Specifications prepared by the Engineer
- m. Drawings

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.


9. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

10. 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.

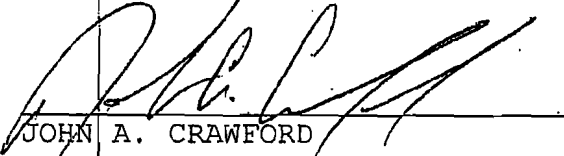
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

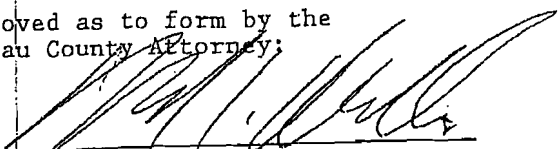

THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

~~Approved as to form by the
Nassau County Attorney~~

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

CONTRACTOR:

Douglas Asphalt Company

By: Joe Spivey
Its: Joe Spivey, President

NOTICE OF AWARD

TO: Douglas Asphalt Company
10010 N. Main Street
Jacksonville, Florida 32218

PROJECT DESCRIPTION:

Widening/Resurfacing of CR 121
from US 1 to the Duval County Line
Nassau County, Florida

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated November 2, 2005, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 6,897,944.56.

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.

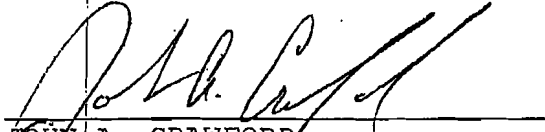
You are required to return an acknowledged copy of this Notice of Award to the Owner.

DATED this 27th day of February, 2006.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

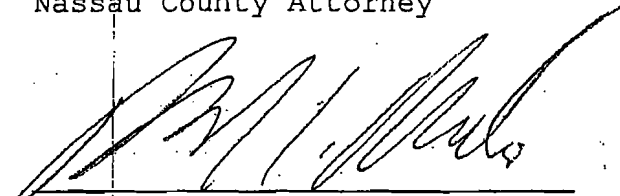

THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

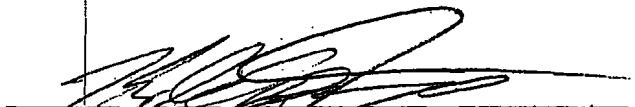


MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

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

Kyle Spivey, this 13 day
of March, 2006.



By: Kyle Spivey, Vice President
Its: _____



Douglas Asphalt Company
101 North Peterson Ave. Suite 201
P O. Box 2320
Douglas, Ga 31534
Ph. 912-384-8114
Fax 912-384-9665

Douglas Asphalt Company

FINAL APPROVAL SHEET FOR CONTRACTS

Project Number: 06477 – Nassau County- Nassau County BOC

DAC

Kristin Roberts

Kyle Spivey

Joel Spivey

APPROVED

KR

LS

DATE

3/9/06

3/13/06

1. Contracting
2. Engineer
3. City Admin
4. Clerk of Court
5. City Commis

Nassau County Coordinators' Office

220 Nassau Place
Yulee, Florida 32097

Phone: (904) 321-5782 Fax: (904) 321-5784

904 491 7380

Transmittal Letter

To: Ray Grode Date: March 2, 2006
Douglas Asphalt Company.
10010 N. Main Street
Jacksonville, FL 32218

Re: CR121 Widening & Resurfacing Project

RECEIVED
MAR 5 2006
Capt 491 2377
charlotte

We Are Sending You:

Copies	Date	Description
1	02/27/06	Agreement - fully executed
1	02/27/06	Notice of Award - Acceptance of Notice to be signed and returned
1	02/27/06	Notice to Proceed - Acceptance of Notice to be signed and returned
1		Payment Bond - to be signed and returned
1		Performance Bond - to be signed and returned

Via: FedEx

These Are Transmitted :

- For Approval
- For Your Use
- As Requested
- Other: _____
- For Review & Comment
- Returned For Corrections
- After Loan To Us
- Resubmit Copies For Approval
- Submit Copies for Distribution
- Return Corrected Prints
- For Bids Due: _____

Copy To: Mike Mullin, County Attorney; José Deliz, Director of Engineering Services; John A. Crawford, Ex-Officio Clerk

Remarks: _____

Signed: Charlotte Young

Date: 03/02/06

Performance Bond

BOND NO.
SU1016646

Conforms with the American Institute of Architects, AIA Document A312.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
DOUGLAS ASPHALT COMPANY
10010 NORTH MAIN STREET
JACKSONVILLE, FLORIDA 32218

SURETY (Name and Principal Place of Business):
ARCH INSURANCE COMPANY
3 PARKWAY, SUITE 1500
PHILADELPHIA, PA 19102

OWNER (Name and Address):
BOARD OF COUNTY COMMISSIONERS OF NASSAU
COUNTY, FLORIDA - P. O. BOX 1010
FERNANDINA BEACH, FLORIDA 32035-1010

CONSTRUCTION CONTRACT

Date:

Amount: SIX MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED FIFTY FOUR AND 56/100 DOLLARS (\$6,897,954.56)

Description (Name and Location): Full Depth Reconstruction of CR 121 from US 1 to the Duval County Line, Nassau County, Florida (35 miles of Roadway, Widening of existing Roadway to a 25 foot wide base typical section, etc)

BOND

Date (Not earlier than Construction Contract Date):

Amount: SIX MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED FIFTY FOUR AND 56/100 DOLLARS (\$6,897,954.56)

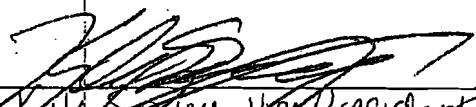
Modifications to this Bond:

None

See Page 2


CONTRACTOR AS PRINCIPAL
Company: DOUGLAS ASPHALT COMPANY (Corporate Seal)

SURETY
Company: ARCH INSURANCE COMPANY (Corporate Seal)

Signature: 

Name and Title: Kyle Swezey, Vice President
(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: H & H INSURANCE SERVICES, INC. - 3160 CAMPUS DRIVE, SUITE 100 NORCROSS, GEORGIA 30071 (770) 409-0014

Signature: 

Name and Title: JERRY BOUTWELL
ATTORNEY-IN-FACT

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to

perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS:

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Payment Bond

Conforms with the American Institute of Architects, AIA Document A312.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
DOUGLAS ASPHALT COMPANY
10010 NORTH MAIN STREET
JACKSONVILLE, FLORIDA 32218

SURETY (Name and Principal Place of Business):
ARCH INSURANCE COMPANY
3 PARKWAY, SUITE 1500
PHILADELPHIA, PA 19102

OWNER (Name and Address):
BOARD OF COUNTY COMMISSIONERS OF NASSAU
COUNTY, FLORIDA - P. O. BOX 1010
FERNANDINA BEACH, FLORIDA 32035-1010

CONSTRUCTION CONTRACT

Date:

Amount: SIX MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED FIFTY FOUR AND 56/100 DOLLARS (\$6,897,954.56)

Description (Name and Location): Full Depth Reconstruction of CR 121 from US 1 to the Duval County Line, Nassau County, Florida (35 miles of Roadway, Widening of existing Roadway to a 25 foot wide base typical section, etc)

BOND

Date (Not earlier than Construction Contract Date):

Amount: SIX MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED FIFTY FOUR AND 56/100 DOLLARS (\$6,897,954.56)

Modifications to this Bond:

None

See Page 2

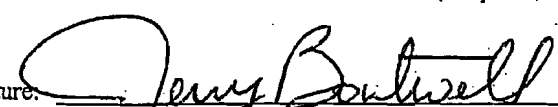
CONTRACTOR AS PRINCIPAL
Company: DOUGLAS ASPHALT COMPANY (Corporate Seal)

SURETY
Company: ARCH INSURANCE COMPANY (Corporate Seal)

Signature: 

Name and Title: Kyle Spawley, Vice President
(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: H & H INSURANCE SERVICES, INC. - 3160 CAMPUS DRIVE, SUITE 100 NORCROSS, GEORGIA 30071 (770) 409-0014

Signature: 

Name and Title: JERRY BOUTWELL
ATTORNEY-IN-FACT

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

4 The Surety shall have no obligation to Claimants under this Bond until:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

4.2 Claimants who do not have a direct contract with the Contractor:

1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

- 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by paragraph 4 is given by Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which

the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of February, 2006.

Arch Insurance Company

Attested and Certified



Martin J. Nilsen
Martin J. Nilsen, Secretary

Edward M. Titus
Edward M. Titus, Vice President

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 02CA8109336
Qualified in New York County
Commission Expires May 3, 2008

Peter J. Calleo
Peter J. Calleo, Notary Public
My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of _____, 20_____

Martin J. Nilsen
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Suite 1500
Philadelphia, PA 19102



INQUIRY NO.: F6104 - RFQ - 1 DAC 6477

EXHIBIT F
ADDENDUMS



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

Jim B. Higginbotham
Ansley Acree
Tom Branan
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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

CR 121 Widening & Resurfacing, Nassau County, Florida

Bid No.: NC025-05

Addendum No. 1

October 11, 2005

To All Interested Bidders:

On October 6, 2005 our office received a written letter from a potential bidder making a request and addressing concerns regarding the above referenced bid.

- Q. Request for Nassau County to schedule a "Pre-Bid Conference" so that a proper channel of questions from the contractors, and feed-back from the project representatives can be achieved prior to the bid date of November 2, 2005.
- A. Nassau County has opted not to conduct a pre-bid conference. Any concerns requiring clarification shall be submitted in writing to Nassau County Engineering Services Department. Responses to said concerns will be published through addenda to the contract documents so that all bidders have the same information.
- Q. The information provided by the CR 121 Plans of 6/3/05, Page C4, 1 and the referenced FDOT specifications (Index 600) for Maintenance of Traffic (MOT) do not address the job specific conditions for:
1. Lane Closure Limitations – Pertinent to "Clear Zone" work area restrictions; phasing and coordination of the various roadway construction items (widening, reclaiming, resurfacing, etc.); length of the work zone and the corresponding phasing of the temporary striping (and RPMs); and the subsequent ability to have vehicular traffic occupy non-paved work zones; contractor's ability to perform work during "daytime" and, or "nighttime" work shifts.
 2. Contract Time – The variability of the lane closure limitations, corresponding phasing of the roadway construction items and work shift limitations will have a direct bearing on our ability to complete the project with the contract time of 6 months.

Further identification of the lane closure limitations, construction phasing and identification of work shift ability will alter our calculation of the amount of time required to complete the CR 121 Project and will give us direction as to our construction strategies.

- A. The contractor shall determine Maintenance of Traffic (MOT) requirements as appropriate to suit their proposed construction methodology and schedule and the cost shall be incorporated into the bid. Although considerable latitude is given to contractors in determining MOT requirements, DFOT standards shall be followed.

Nassau County does not wish to stipulate lane closure, phasing, or work shift criteria. It is up to the bidder to propose alternatives that will satisfy the contract scope and completion date and submit bids accordingly.



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

Jim B. Higginbotham
Ansley Acree
Tom Branan
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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

CR 121 Widening & Resurfacing, Nassau County, Florida
Bid No.: NC025-05

Addendum No. 2

October 11, 2005

To All Interested Bidders:

On October 11, 2005 our office received a written letter from a potential bidder making a request and addressing concerns regarding the above referenced bid.

- Q. We are a subcontractor and our company does MILLING. Prior to ordering plans, we like to know the square yards of milling to see if purchasing plans will be cost effective. Is there any milling in this project? If so, would you please provide us with the "square yard quantity" for this project?
- A. The advertised bid is for full depth reclamation/widening of CR121, which is not the same as milling since the full-depth reclamation process achieves pulverization of not just the asphalt course but also a certain amount of base material. Milling is only indicated to reconstruct paved intersections with other roads. It is the bidder's responsibility to familiarize themselves with existing conditions and determine appropriate quantities, e.g. count the number of paved connections and estimate the area of milling required.



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County Attorney

MIKE MAHANEY
County Administrator

CR 121 Widening & Resurfacing, Nassau County, Florida
Bid No.: NC025-05

Addendum No. 3

October 17, 2005

To All Interested Bidders:

On October 14 and 17, 2005 our office received a written letter from two potential bidders requesting additional information about the above referenced bid.

Q. Is a current plan holder list available?

A. The list is available upon request. Please contact Ms. Charlotte Young, Contract Manager, at (904) 491-7377.

Q. Who will act as coordinator among the various operations taking place?

A. The Engineering Services Director or his designee

Q. Does the County have dump sites for the excavated material generated by the widening? How far from the project are they located?

A. Nassau County operates a landfill just north of Callahan adjacent to US1 on Landfill Road. There are tipping fees involved and no hazardous waste is allowed. Disposal of asphalt millings only can be made at the Hilliard Road & Bridge yard on Eastwood Road at no charge. Clean soil or muck can be disposed of at the Judicial Complex site in Yulee off William Burgess Boulevard, at no charge. Nassau County cannot guarantee accommodation of any other debris disposal except as mentioned above. In all cases the Contractor will be responsible for hauling costs.



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County Attorney

MIKE MAHANEY
County Administrator

CR 121 Widening & Resurfacing, Nassau County, Florida **Bid No.: NC025-05**

Addendum No. 4

October 24, 2005

To All Interested Bidders:

On October 20, 2005 our office received a written letter from a potential bidder requesting additional information about the above referenced bid.

Q. Your answer on Addendum #3 to the question "Do we bid on all items...or do we just bid the items we are interested in doing ourselves?", which in essence states that all or part of this project may be awarded to a single contractor may cause our bid, and possibly others, to be inconsistent or uncompetitive. When we bid on a project there are management costs that are included in the bid to complete the project. If some of these bid items may be completed by other contractors, the management costs included for all items are lost. If we put all our management costs into just 1 or 2 bid items, we could become uncompetitive. Also, we lose control of scheduling the project and this could cause liquidated damages to be assessed to us even though we had no control.

We believe the County needs to award the entire project to one contractor. At a minimum we would accept the Base Project, Asphalt paving and Striping combined. The guardrail and sodding could be subcontracted separately. Without at least these items combined, scheduling is out of our control.

A. Nassau County has independent continuing services contracts for installation of most optional bid items. Although Nassau County would prefer to award the entire project to the successful bidder, we can only do so if the bid amounts compare favorably with the established contract rates. For example, if the proposed unit cost of asphalt is much higher than the established contract amount, Nassau County may elect to use the existing contractor for that optional bid item.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
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Fernandina Beach, Florida 32035-1010

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Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

CR 121 Widening & Resurfacing, Nassau County, Florida
Bid No.: NC025-05

Addendum No. 5

October 27, 2005

To All Interested Bidders:

On October 24 and 25, 2005, our office received written letters from potential bidders requesting additional information about the above referenced bid.

- Q. We would like to know if we could use the excavated material from the widening to rebuild the shoulders in lieu of hauling off the material and then potentially having to import material later to rebuild the shoulders.
- A. This approach is acceptable.
- Q. If the option two is used and four inches of limerock is placed on the road and then incorporated into existing base with no additive, what will hold the road together for traffic and who will be liable for the deformation of the base caused by traffic?
- A. The contractor must either devise a Maintenance of Traffic plan that will preclude damage to the base by traffic or repair such damage prior to paving. The cost of either alternative shall be considered incidental to the work and not subject to additional compensation.
- Q. Likewise, without any binding agent, how are we supposed to open a pulverized road to traffic, especially truck traffic?



NASSAU COUNTY
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Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

CR 121 Widening & Resurfacing, Nassau County, Florida
Bid No.: NC025-05

Addendum No. 6

November 1, 2005

To All Interested Bidders:

On November 1, 2005 our office received written request for clarification of the specifications for the above referenced bid.

On page seven (7), of the bid specifications, it states "Bidders shall also complete pages thirty two (32) and thirty three (33) and include in Bid with the bid Bond".

The only bond required to be included in the bid is the "Bid Bond". You will find the form to submit on page 19.

The "Common-Law Combined Performance and Payment Bond" is only required of the awarded bidder.

EXHIBIT G

LIST OF CHANGE ORDERS AND AMENDMENTS

Amendment #1 to the Original Contract

RECEIVED

NOV 16 2006

RECEIVED

NOV 16 2006

AMENDMENT # ONE
TO ORIGINAL CONTRACT DATED FEBRUARY 27, 2006

AMENDMENT made this 8th day of November, 2006, between **Douglas Asphalt, a Georgia corporation**, hereinafter called "DAC", and **Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida**, hereinafter "Owner".

WHEREAS, DAC and Owner entered into an agreement on February 27, 2006 (the "Agreement"), for the performance of certain highway construction work, as defined in that Agreement; and

WHEREAS, DAC partially performed work in accordance with said Agreement, covering approximately 19 miles of roadway from the Duval County/Nassau County line on County Road 121 North; and

WHEREAS, a dispute has arisen between the parties regarding the performance of that work; and

WHEREAS, the parties executed an agreement on October 30, 2006, which was intended to be an amendment, but was inadvertently entitled a new "Contract", and, therefore, the parties hereby clarify that by rescinding that "Contract" and executing this Amendment; and

WHEREAS, based upon this amendment, the parties desire to otherwise resolve and settle their differences by executing this amendment to the original Agreement dated February 27, 2006, and agree to payments to be made to DAC for past work.

NOW, THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree to the amendment as follows:

1. Recitals. The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.

2. Payment for Prior Work. Within two (2) days of approval of this agreement amendment, Owner will issue a check in the amount of \$937,036.66, which check shall be made payable to DAC and to The Miller Group, representing invoices for applications numbered 5 and 6 in connection with the Agreement.

3. Additional Work. DAC will perform additional repair, milling, and paving work on approximately 19.2 miles of County Road 121 in Nassau County, Florida, in accordance with the quotation dated 10/13/2006 attached hereto and marked as Exhibit A. DAC will commence work on the job no later than five (5) weeks from the date of this Agreement,

and shall complete work within 120 working days of commencement. DAC agrees to use a crew or crews on this work consisting principally of its most experienced and competent employees. The work described in Exhibit A shall be referred to as the "Repair Work". The parties will hold a pre-construction meeting after execution of this agreement and at that time the County, after approval by the Board of County Commissioners, shall determine the scope of work and the portions of the Florida Department of Transportation Red or Green Book, which shall govern the conduct of the job, and any other technical requirements. The exact specification shall be set forth as an exhibit to be attached to this contract as Exhibit "C", and there shall be no increase in cost or expense to the County, based upon the scope set forth in Exhibit "C".

4. Contract Price and Manner of Payment for Repair Work. The total cost for the Repair Work will be \$2,685,016.73. DAC will be paid \$1,342,508.37 for performance of the work but will be obligated to perform all the work described in Exhibit A.

Payments to DAC will be made as follows:

- a. The first invoice will be submitted to the Owner on the first (1st) or fifteenth (15th) of the month after commencement of work by DAC. Copies of invoices for payment shall be simultaneously sent to the Contract Manager for review and recommendation for payment or nonpayment. The Contract Manager shall submit the recommendation to the engineering services director, who shall review the invoice and make a recommendation to the county administrator, who shall review said invoice and make a recommendation and forward same to the Clerk of the Court for review and submission to the Board of County Commissioners. If there is a dispute as to a payment, and if it is not addressed by the contractor and the county's representative, the dispute resolution shall be utilized.
- b. The first invoice will be submitted to Owner on the first (1st) or fifteenth (15th) of the month after commencement of work by DAC. Upon approval of the initial invoice as described in a. above, Owner shall pay 100% of the amount of said invoice to DAC, within the time required by law.
- c. Subsequent invoices for payment shall be made on a twice monthly basis, as of the first (1st) and fifteenth (15th) of each month subsequent to the initial invoice. Upon approval of all invoices subsequent to the initial invoice, as described in a. above, Owner shall pay to DAC an amount representing 50% of the invoice submitted. DAC shall leave un-invoiced an amount of work representing 50% of the initial invoice, at the conclusion of the job and, upon submission of said invoice, owner shall have no obligation

to pay, with the intent being that out of the total contract price of \$2,685,016.73, DAC be paid \$1,342,508.37. Owner shall not be obligated to pay an amount greater than 50% of the contract price to DAC.

5. Second Lift to Achieve Rideability. The parties agree that in order to achieve rideability standards set forth in the Florida Department of Transportation ("FDOT") Manual, a second lift of asphalt be placed upon the roadway. DAC agrees to perform the work required by the second lift in accordance with the quotation attached hereto as Exhibit B. The contract price for performance of this work shall be \$1,892,211.12 and Owner will be responsible for payment of the full amount of this contract price.

6. Payment for Second Lift of Asphalt. Payment for the work described in paragraph 5 above shall follow the procedure described in paragraph 4a. above, except that Owner shall pay to DAC 100% of the amount of each such invoice, upon approval of same. Invoices for the "Repair Work" shall be designated as such and paid in accordance with paragraph 4 above. Invoices for the "Second Lift" work shall be designated as such and paid in accordance with this paragraph.

7. Quality Control. DAC agrees that the work described under this Contract Amendment will be subject to a DAC-imposed quality control program. DAC will designate a "quality control officer" who will be responsible for insuring the quality of the materials used on this entire job. DAC shall submit quality control reports to Owner on a two-week basis, covering the prior two (2) weeks of performance of this Contract, and the Quality Control Officer will be available for consultation with officials of the Owner at all times.

8. Payment of Retainage. Upon completion of the work described in this Contract Amendment (in the opinion of the owner and its third party consultant), Owner shall pay to DAC the sum (approximately \$373,207.14 presently), which sum has been retained out of payments previously made to DAC in connection with prior performance of the February 27, 2006, Agreement. Such payment will be within the time required by law.

9. Performance Remaining Under 2/27/06 Agreement. DAC and Owner agree that there are aspects of the Agreement remaining to be performed, including, but not limited to, sodding and guardrail work. DAC and Owner remain obligated, under the terms of the Agreement, to performance of and payment for any such aspects of the Agreement.

With regard to the remaining reciprocal obligations of the parties to each other under the Agreement, they agree that this Amendment One to the Agreement dated February 27, 2006, is substituted and the obligations of the parties to each other are limited to the obligations contained in this Agreement.

10. Miscellaneous. This Agreement amendment is made in the State of Florida and should be governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party

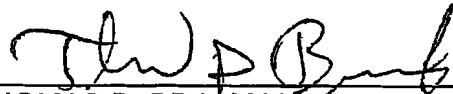
against whom enforcement is sought. This Agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Agreement.

Headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires. The parties agree to submit any dispute regarding the terms of this Agreement to mediation and, if unsuccessful, to arbitration. Nassau County, Florida, will be the proper venue for any litigation or arbitration involving this Agreement. This Agreement may not be assigned or delegated by either party without the prior written consent of the other party.

In witness whereof, the parties have signed this Agreement as of the day and year first above written.


OWNER:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA



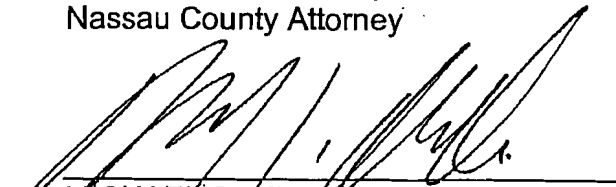
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:



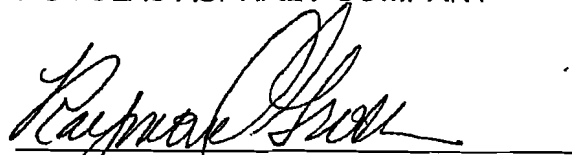
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN, Esquire

CONTRACTOR:
DOUGLAS ASPHALT COMPANY



RAYMOND R. GRODE
Its: Division Manager

**D
A
C**

Douglas Asphalt Company

Joel Spivey, President
 Kyle Spivey, Vice President
 & Operations Manager

To: NASSAU COUNTY B.O.C.C.
 96430 NASSAU PLACE
 YULEE, FL 32097

Project:
 19.2 MILES REPAIR - MILL & PAVE
ALTERATE QUOTATION - PAGE 1

Attn: MIKE MULLIN / B.O.C.C.

Location:
 CR 121, NASSAU COUNTY, FL

QUOTATION

Date: 10/13/2006

Item	Description of Work	Quantity	Units	Rate	Amount
1	MOBILIZATION / TESTING	1.0	L.S.	\$ 70,150.00	\$ 70,150.00
2	MAINTENANCE OF TRAFFIC	1.0	L.S.	\$ 113,346.88	\$ 113,346.88
3	MILLING 2" AVE. DEPTH	269,912.0	S.Y.	\$ 2.43	\$ 655,886.16
4	PRIME COAT W/ SAND	88,894.0	GALS	\$ 1.50	\$ 133,341.00
5	ASPH 1 1/2" SP 12.5 W/TACK	23,617.0	TONS	\$ 71.78	\$ 1,695,228.26
6	STRIPING TEMPORARY ONLY	100,379.0	L.F	\$ 0.17	\$ 17,064.43

- NOTES:**
- * All milling /asphalt work to parrallel the Test Strip Section performed at SR 2.
 - * Douglas Asphalt Company to have ownership of milled materials; a portion of the milled material will be negotiated for use by Nassau Co. Road Dept.
 - * D.A.C.'s Work and schedule not subject to damages for delays to the project.
 - * Striping to be performed with LATEX PAINT (no thermoplastic paint).

TOTAL AMOUNT =	\$ 2,625,016.74
50% AGREEMENT CONTRIBUTION =	\$ 1,312,508.37

INCLUDES:

1. 2 Asphalt Mobilization(s), each additional at \$1,500.00
2. 2 Milling Mobilization(s), each additional at \$750.00

EXCLUSIONS:

1. Performance and payment bonds (Add 1%).
2. Provision of Traffic Officers.

Sincerely,

Ray Grode
 Ray Grode, Division Manager
 Douglas Asphalt Company

ACCEPTED: NASSAU COUNTY B.O.C.C.

BY: _____
 Name/Title
 DATE

EXHIBIT
 A

D
A
C

Douglas Asphalt Company

Joel Spivey, President
Kyle Spivey, Vice President
& Operations Manager

To: NASSAU COUNTY B.O.C.C.
96430 NASSAU PLACE
YULEE, FL 32097

Project:
19.2 MILES REPAIR - MILL & PAVE
ALTERATE QUOTATION - PAGE 2

Attn: MIKE MULLIN / B.O.C.C.

Location:
CR 121, NASSAU COUNTY, FL

QUOTATION

Date: 10/13/2006

Item	Description of Work	Quantity	Units	Rate	Amount
1 1/2" SURFACE COURSE - SECOND LIFT					
1	MOBILIZATION / TESTING	1.0	L.S.	\$ 61,410.00	\$ 61,410.00
2	MAINTENANCE OF TRAFFIC	1.0	L.S.	\$ 97,056.25	\$ 97,056.25
3	ASPH 1 1/2" SP 12.5 W/TACK	23,617.0	TONS	\$ 70.89	\$ 1,674,209.13
4	STRIPING W/ R.P.M.s	1.0	L.S.	\$ 59,535.79	\$ 59,535.79

- NOTES: * D.A.C.'s Work and schedule not subject to damages for delays to the project.
 * Striping to be performed with LATEX PAINT (no thermoplastic paint); RPMs placed only on final surface.
 * Guardrail (\$212,546.94) and Sodding (\$106,413.00) to be removed from work items (per Nassau County).
 * 1 1/2" Surface Course - Second Lift is not subject to 50% contribution to county.

TOTAL AMOUNT =

\$ 1,892,211.17

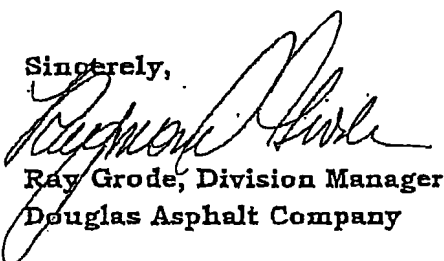
INCLUDES:

- 2 Asphalt Mobilization(s), each additional at \$1,500.00
- 2 Milling Mobilization(s), each additional at \$750.00

EXCLUSIONS:

- Performance and payment bonds (Add 1%).
- Provision of Traffic Officers.

Sincerely,



Ray Grode, Division Manager
Douglas Asphalt Company

ACCEPTED:

NASSAU COUNTY B.O.C.C.

BY: _____

Name/Title

DATE _____

EXHIBIT

B

MR. MIKE MULLIN, P. A.
Nassau County Capital Projects
96161 Nassau Place
Yulee, FL 32097

10/27/2006

Re: Authorization for Contract Signature
CR 121 19.2 Mile Repair Work

Dear Mr. Mullin:

On behalf of Douglas Asphalt Company, I would like authorize Raymond Grode, Division Manager, Florida Operations, to sign the contract agreement between Nassau County and Douglas Asphalt Company concerning the remedial work contract for the project captioned above.

Thank you (and Nassau Co. Staff) for all of your efforts to expedite this agreement and the draw remittance subsequent to it's approval.

Sincerely,

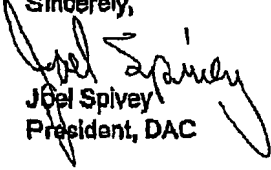

Joel Spivey
President, DAC

EXHIBIT H

LIST OF PREVIOUS SUBCONTRACTORS & SUPPLIERS

- | | |
|-----------------------------------|--------------------------------------|
| 1. Miller Group | Base Reclamation |
| 2. Waylon Contracting | Silt Fence |
| 3. Safety Contractors Inc. | Guardrails |
| 4. Middle Georgia Signs Inc. | Sign Rentals |
| 5. Everett Dykes Grassing Company | Base Widening and Shoulder Earthwork |
| 6. Belcorp, Inc. | Sodding |
| 7. 3D Contracting | Striping |

EXHIBIT I

INVENTORY OF FIELD MATERIAL

The following list of material available for use in this project is for information only. The bidder shall make his own inventory and shall not rely on this exhibit. The bidder is also responsible to independently determine whether this or any other material is acceptable undamaged and suitable for use in this project. Neither the Surety nor the Obligee shall be responsible for any errors or omissions on this list or for the non-suitability or unacceptability of any material.

NONE AVAILABLE AT THE TIME OF THIS RFQ.

Note: The Nassau County Road and Bridge Department will be provided with at least 30% of the millings from this work.

EXHIBIT J

COMPLETION CONTRACT AGREEMENT

Completion Contract Agreement will be provided at a later date by the County
We anticipate format to be similar to original Douglas Contract

EXHIBIT K

PERFORMANCE AND PAYMENT BOND FORMS

**Customary Form - Bid Bond
AIA Document A311 - Performance Bond
AIA Document A311 - Labor and Material Bond**

EXHIBIT L

UNIT PRICE SCHEDULE

(To be completed and Totaled by the Bidder)

Surety: ARCH Insurance Company
 Principal: Douglas Asphalt Company
 Obligee: Nassau County
 Project: CR 121 - DAC 6477 - F6104

**EXHIBIT L
 UNIT PRICE PROPOSAL**

Rev. 04/11/07

filename: rfq cr 121 exhibit L

Description	UM	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
Repair				
Mobilization/Testing	LS	1.000		0.00
Maintenance of Traffic	LS	1.000		0.00
Mill Existing Asphalt (2 Inches)	SY	269,912.000		0.00
Prime Coat w/ Sand	Gal	88,894.000		0.00
Asphaltic Concrete Binder Course (SP 12.5) 1.5 Inches w/ Tack Coat	TN	23,617.000		0.00
Temporary Striping	LF	100,379.000		0.00
Second Lift				
Mobilization/Testing	LS	1.000		0.00
Maintenance of Traffic	LS	1.000		0.00
Asphaltic Concrete Wearing Course (SP 12.5) 1.5 Inches w/ Tack Coat	TN	23,617.000		0.00
Striping with R.P.M.'s	LS	1.000		0.00
Total				0.00

EXHIBIT M

ALL- IN REIMBURSABLE LABOR PRICE SCHEDULE

(TO BE COMPLETED BY BIDDER)

Dump Man
Paver Operator
Screw Operator
Laborer
Roller Operator
Flag man
Pilot Car
Traffic Control Supervisor
Superintendent
etc.

ALL-IN REIMBURSABLE EQUIPMENT RATE SCHEDULE

(TO BE COMPLETED BY BIDDER)

Type of Equipment/Hourly/Daily/Weekly
Rate

Above rates are for fully maintained equipment including fuel, oil and gas and are firm for the duration of the Contract.

Bidder's standard rate schedule may be substituted in lieu of completing Exhibit M, provided it is comprehensive and satisfies the Scope of Work.

INQUIRY NO.: F6104 - RFQ - 1 DAC 6477

EXHIBIT N

LIST OF RFI's

RFI's are included in the enclosed CD

EXHIBIT O

LIST OF SUBMITTALS

None available at this time

EXHIBIT P

LAST PAYMENT ESTIMATE

1. The attached payment estimate describes the work which has been completed on the Original Contract according to the Former Contractor. **This RFQ describes a new and different scope of work.** The bidder is responsible for independently determining the status of the existing work. Neither Surety nor Owner/Obligee shall be responsible for any errors or omissions in the documents contained in this exhibit.

FROM :

PHONE NO. :

Jul. 26 2006 12:40PM P3

LOPA

APPLICATION FOR PAYMENT NO. 6

To: NASSAU COUNTY - CAPITAL PROJECTS ADMINISTRATION (OWNER)
 From: DOUGLAS ASPHALT COMPANY (CONTRACTOR)
 Contract: _____
 Project: C.R. 121 WIDENING AND RESURFACING
 OWNER's Contract # _____ ENGINEER's Project # _____
 For Work accomplished through the date of: May 31, 2006

1.	Original Contract Price:	\$	6,897,944.56
2.	Net Change by Change Orders and Written Amendments (+/-)		
3.	Current Contract Price (1 plus 2):	\$	6,897,944.56
4.	Total Completed and Stores to date:	\$	3,732,071.34
5.	Retainage (per agreement):		
	10% % of completed work:	\$	373,207.13
	% of stored material:		
		Total Retainage:	\$ 373,207.13
6.	Total Completed and Stores to date less retainage (4 minus 5):	\$	3,358,864.21
7.	Less Previous Application for Payments:	\$	2,709,087.96
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	649,776.25

7219736

Accompanying Documentation: **CONTRACTOR'S CERTIFICATION**

The undersigned CONTRACTOR certifies that (1) all previous progress received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by Prior Applications for Payment numbered 1 through 6 inclusive; (2) title of all Work, Material and Equipment incorporated in said Work or otherwise listed in, or covered by, this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, Security Interests and Encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against such Lien, Security Interest or Encumbrance); and, (3) all Work covered by this Application for Payment is in accordance with Contract Documents and not defective.

Dated: 8/1/2006

[Signature]

 DIVISION MANAGER
 CONTRACTOR

State of FLORIDA

County of DUVAL

Subscribed and Sworn to before me this 1st day of June 2006

[Signature]

 Notary Public
 My Commission Expires 5/18/08

RYAN PAUL KIBLER
 Notary Public, State of Florida
 My comm. exp. May 18, 2008
 Comm. No. DD 320708

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____

ENGINEER

By: _____

Jul. 26 2006 12:41PM P4

PHONE NO. :

FROM :

DOUGLAS ASPHALT COMPANY

PROGRESS INVOICE

DATE OF NOTICE TO PROCEED: March 6, 2006

PROJECT	NASSAU COUNTY ROAD 121
CONTRACT #	Bid No. NC025-05
F.P.N.#	
FEDERAL #	
INVOICE #	6
INVOICE DATE	06/01/06
PERIOD INVOICE REPRESENTS	May 15, 2006 Thru May 31, 2006
APPLICATION FOR PAYMENT #	6

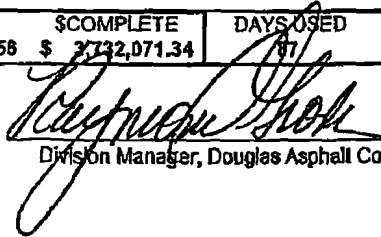
(A). Show the basis for arriving at the amount of the progress invoice including approximate quantities of the work completed, less payments previously made and less an amount previously retained or withheld.

Work Item Description	Original Contract Price	Total Complete & Stored to Date	%	Previous Payments	%	Retainage	%	Total Due This Period	%	Value of Uncompleted Work	%
BASE PROJECT ITEM #1 (Mobilization, Maintenance of Traffic, Base Widening, Road Reclaiming, Sill Fence)	\$ 3,726,959.92	\$ 2,124,367.16	57%	\$ 1,631,022.82	44%	\$ 212,436.72	10%	\$ 280,907.62	8%	\$ 1,602,592.77	43%
OPTIONAL BID ITEM # 2 (Mill Connectors, 2" SP 12.5 TL-C Asphalt, Mainline & Connectors)	\$ 2,732,358.76	\$ 1,557,444.49	57%	\$ 1,032,831.41	38%	\$ 155,744.45	10%	\$ 368,868.63	14%	\$ 1,174,914.27	43%
OPTIONAL BID ITEM #3 (Guardrail)	\$ 212,546.94	\$ -	0%	\$ -	0%	\$ -	10%	\$ -	0%	\$ 212,546.94	100%
OPTIONAL BID ITEM #5 (Striping)	\$ 119,665.94	\$ 50,259.70	42%	\$ 45,233.73	38%	\$ 5,025.97	10%	\$ -	0%	\$ 69,406.24	58%
OPTIONAL BID ITEM #6 (Sodding)	\$ 106,413.00	\$ -	0%	\$ -	0%	\$ -	10%	\$ -	0%	\$ 106,413.00	100%
TOTALS:	\$ 6,897,944.56	\$ 3,732,071.34		\$ 2,709,087.96		\$ 373,207.13		\$ 649,776.25		\$ 3,165,873.22	46%

(B). Summarize, showing the percentage of dollar value of the work completed based on the present contract amount and the percentage of days used of the present contract days.

CONTRACT AMOUNT	\$COMPLETE	DAYS USED	%	CONTRACT DAYS
\$ 6,897,944.56	\$ 3,732,071.34	87	58%	150

Progress Invoice Certified By:


 Division Manager, Douglas Asphalt Company

FROM :

PHONE NO. :

Jul. 26 2006 12:41PM P5

The Miller Group, Inc.

1715 Nolan Court
Morrow, GA 30260
Telephone: 770/968-9100

Invoice

Date	2248
4/30/2006	AT-250-07-
Miller Job No.	Terms
774210	Net 30

Bill To
DOUGASP-250-0 Douglas Asphalt Company P O Box 2320 Douglas Georgia 31534

Handwritten notes:
 4004
 422
 3657
 06477

Project/Description				Customer Number
Nassau County, Florida				
Item	Description	Qty	Rate	Amount
00001	Job to Date through April 21, 2006 CR 121 from US 1 to the Duval Co line Widening and Resurfacing Cement Mod recycled base ; including material; SY <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</p> <p style="text-align: center;">MAY - 8 2006</p> </div> <p style="font-size: 1.5em; font-family: cursive; margin-top: 20px;">Nassau County</p>	166,747	3.60	600,289.20
			<i>4502.16</i>	
Balance Due				\$600,289.20

Handwritten calculations:
~~600,289.20~~
 * 4502.16

FROM :

PHONE NO. :

Jul. 26 2006 12:42PM P6

The Miller Group, Inc.

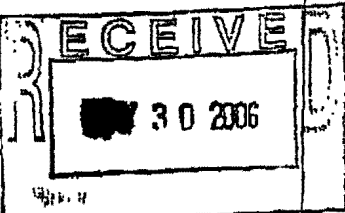
1715 Nolan Court
Morrow, GA 30260
Telephone: 770/968-9100

Invoice

Date	2348
5/17/2006	AT-250-07-
Miller Job No.	Terms
774210	Net 30

Bill To
DOUGASP-250-0 Douglas Asphalt Company P O Box 2320 Douglas Georgia 31534

06477

Project/Description				Customer Number
Nassau County, Florida				
Item	Description	Qty	Rate	Amount
00001	Job to Date through May 15th, 2006 CR 121 from US 1 to the Duval Co line Widening and Resurfacing Cement Mod recycled base ; including material; SY	288,213.91	3.60	1,037,570.08
				
<i>This combines</i>				
Balance Due				\$1,037,570.08

PR

\$926,031.30 < 103,757.0
7781.78

EXHIBIT Q

PREVIOUS DAILY WORK REPORTS

C.E.I Daily Job Notes are included in the enclosed CD

EXHIBIT R

PREVIOUS CONTRACT SCHEDULE AND PROJECT CALENDAR

None available at this time

EXHIBIT S

MISCELLANEOUS INFORMATION

1. CR 121 RFQ Check List
2. Engineering Evaluation of County Road 121
3. CD with job files provided by Owner

CR 121 RFQ CHECKLIST

1. 10% Bid Bond
2. Certificate of Insurance with Additional Named Insureds
3. Completed Proposal Form
 - a. Total Unit Price Bid
 - b. Contract Duration
 - c. Alternate Mobilization Pay Item
 - d. Filled in Exhibit L.
 - e. Filled in Exhibit M
 - f. Material Cost Markup
 - g. Subcontract Markup
 - h. Equipment Markup
 - i. List of Major Suppliers and Subcontractors
 - j. Bid Bond Amount
 - k. Representations, Certifications and Statements of Offerors
 - l. Authorized Signature and Seal
 - m. Commitment to begin work no later than June 18, 2007

Liberty Mutual
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706

RECEIVED

2007 JUN 18 PM 3:48

COUNTY ATTORNEY

Nassau County Board of County Commissioners

PO Box 1010
FERMANDINA BEACH FL 32035

eCertsOnline

A Certificate System Like No Other

U.S. Mail Document

Sender: Jackie Vetterly

Phone: 412-231-1331

Subject: Certification of Insurance
Oldcastle Inc

Date: 6/12/2007

No. of Pages: 2

URL: www.LibertyMutual.com

Please contact the sender above with insurance questions

This document was issued by the Liberty Mutual Insurance Group.

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If this document(s) is sent via e-mail, you must click on the link below. The linked document(s) is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

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Certificate of Insurance

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

This is to Certify that
 APAC Southeast, Inc.

P.O. Box 24728

Jacksonville

FL 32241-4728

NAME AND
 ADDRESS
 OF INSURED



**Liberty
 Mutual®**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY		
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED				
WORKERS COMPENSATION	9/1/2007		WA7-C8D-004095-026 WC7-C85-004095-016	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY		
				OR, WI	EMPLOYERS LIABILITY	
					Bodily Injury by Accident	\$1,000,000
GENERAL LIABILITY	9/1/2007		TB2-C85-004095-116	General Aggregate—Other than Products / Completed Operations		
				\$2,000,000		
				Products / Completed Operations Aggregate		
				\$2,000,000		
				Bodily Injury and Property Damage Liability		
				\$2,000,000 Per Occurrence		
		Personal Injury		Included* Per Person / Organization		
		Other Included in BI/PD Liability		Other FIRE DAMAGE \$100,000; PER PROJECT AGGREGATE		
				Each Accident—Single Limit		
				\$2,000,000 B.I. And P.D. Combined		
				Each Person		
				Each Accident or Occurrence		
				Each Accident or Occurrence		
AUTOMOBILE LIABILITY		9/1/2007	AS2-C85-004095-126			
<input checked="" type="checkbox"/> OWNED						
<input checked="" type="checkbox"/> NON-OWNED						
<input checked="" type="checkbox"/> HIRED						
OTHER		Auto: Comp Ded \$10,000/Coll Ded \$10,000				
EVIDENCE OF COVERAGE						
ADDITIONAL COMMENTS						
Re: Job # CR 121						

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.
 SPECIAL NOTICE-OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
 Insurance Group**

Re: Job # CR 121

Nassau County Board of County Commissioners

J. Balazentis

Judith Balazentis

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
 12 Federal Street, Ste. 310
 Pittsburgh PA 15212-5706 412-231-1331 6/12/2007
 OFFICE PHONE DATE ISSUED

Certificate Holder

PO Box 1010
 Fermandina Beach

FL 32035



FROM THE DESK OF:

CHARLOTTE YOUNG

Connie,

Please find attached the Performance and Payment bond from APAC for the Completion Contract for CR121. Make a copy for your contract file and send the original to Mary Potochnik so that she can place in in the vault.

Call me if you have any questions.

Original to
Mary P 7/9/07
CA



APAC-Southeast, Inc.
First Coast Division
 P.O. Box 24728
 Jacksonville, FL 32241
 (904) 288-6300
 (904) 288-6301 - fax

DATE: June 27, 2007

APAC JOB NO. 772248

TO: Nassau County BOCC
P.O. Box 1010
Fernandina Beach, FL 32035

RE: CR 121, Nassau Co.

ATTN: Charlotte Young

WE ARE SENDING YOU: *Attached* *Under Separate Cover*

Shop Drawings *Prints* *Change Order*
 Copy of Letter *Plans* *Specifications*
 Subcontract Agreement *Other*

<u>COPIES</u>	<u>DESCRIPTION</u>
1 ea	P&P Bond

RECEIVED
 2007 JUL -2 PM 3:57
 COUNTY ATTORNEY

THESE ARE TRANSMITTED as checked below:

For Approval *Approved as Submitted* *For your use*
 As Requested *Approved as Noted* *For execution*

REMARKS: _____

COPY TO: File

SIGNED Melinda Lewis
 Melinda Lewis
 Contracts Administrator

THE AMERICAN INSTITUTE OF ARCHITECTS



INSTR # 200719266, OR Book 1505, Page 582, Pages 8,
Recorded 06/12/2007 at 02:43 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$69.50
#1

BOND NO. 8213-39-49

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

* APAC - SOUTHEAST, INC.
11482 COLUMBIA PARK DR. W., STE. 3
JACKSONVILLE, FL 32258

SURETY (Name and Principal Place of Business):

FEDERAL INSURANCE COMPANY
1100 WALNUT STE 1800A
KANSAS CITY, MO 64141

OWNER (Name and Address):

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1010
FERNANDINA BEACH, FL 32035

CONSTRUCTION CONTRACT

Date: JUNE 6, 2007

Amount: \$4,587,645.55

Description (Name and Location): FULL DEPTH RECONSTRUCTION OF CR 121 FROM US 1 TO THE
DUVAL COUNTY LINE
BOND

Date (Not earlier than Construction Contract Date): JUNE 11, 2007

Amount: \$4,587,645.55

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
APAC - SOUTHEAST, INC.

Signature:
Name and Title: JOHN W. TAYLOR, VICE PRESIDENT

SURETY

Company: (Corporate Seal)
FEDERAL INSURANCE COMPANY

Signature:
Name and Title: TINA DAVIS,
Attorney In Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: 801-533-3600
Marsh USA Risk & Insurance Services
15 W. South Temple, Ste. 700
Salt Lake City, UT 84101

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NO. 8213-39-49

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
APAC - SOUTHEAST, INC.
11482 COLUMBIA PARK DR. W., STE. 3
JACKSONVILLE, FL 32258

SURETY (Name and Principal Place of Business):
FEDERAL INSURANCE COMPANY
1100 WALNUT STE 1800A
KANSAS CITY, MO 64141

OWNER (Name and Address):
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1010
FERNANDINA BEACH, FL 32035

CONSTRUCTION CONTRACT

Date: JUNE 6, 2007

Amount: \$4,587,645.55

Description (Name and Location): FULL DEPTH RECONSTRUCTION OF CR 121 FROM US 1 TO THE
DUVAL COUNTY LINE

BOND

Date (Not earlier than Construction Contract Date): JUNE 11, 2007

Amount: \$4,587,645.55

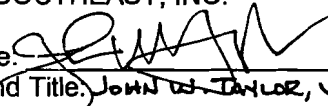
Modifications to this Bond:

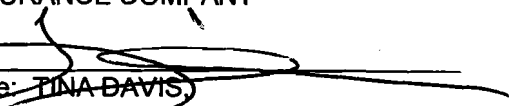
None

See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
APAC - SOUTHEAST, INC.

SURETY
Company: (Corporate Seal)
FEDERAL INSURANCE COMPANY

Signature: 
Name and Title: JOHN W. TAYLOR, VICE PRESIDENT

Signature: 
Name and Title: TINA DAVIS,
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: 801-533-3600
Marsh USA Risk & Insurance Services
15 W. South Temple, Ste. 700
Salt Lake City, UT 84101

OWNER'S REPRESENTATIVE (Architect, Engineer
or other party):

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

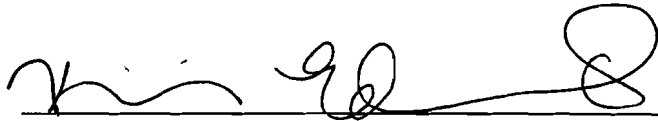
Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

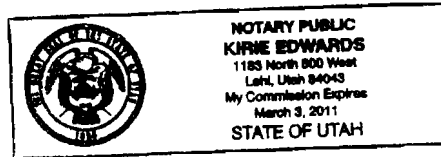
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 11TH day of JUNE, 2007, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Marcinda Drysdale and Derik Stevenson of Salt Lake City, Utah

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 2nd day of August, 2006

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 2nd day of August, 2006

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing 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 with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this JUNE 11, 2007



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Certificate of Insurance

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

This is to Certify that
 APAC Southeast, Inc.

P.O. Box 24728

Jacksonville

FL 32241-4728

NAME AND ADDRESS OF INSURED



Liberty Mutual

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY								
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM										
WORKERS COMPENSATION	9/1/2008	WA7-C8D-004095-027 WC7-C85-004095-017	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTIC STATES AND NY OR, WI <table border="1"> <tr> <th colspan="2">EMPLOYERS LIABILITY</th> </tr> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000 Each Accident</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Policy Limit</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Each Person</td> </tr> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit	Bodily Injury By Disease	\$1,000,000 Each Person
EMPLOYERS LIABILITY											
Bodily Injury by Accident	\$1,000,000 Each Accident										
Bodily Injury By Disease	\$1,000,000 Policy Limit										
Bodily Injury By Disease	\$1,000,000 Each Person										
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2008	TB2-C85-004095-117	General Aggregate—Other than Products / Completed Operations \$3,000,000								
			Products / Completed Operations Aggregate \$3,000,000								
			Bodily Injury and Property Damage Liability \$2,000,000 Per Occurrence								
			Personal Injury Included* Per Person / Organization								
			<table border="1"> <tr> <td>Other Included in BI/PD Liability</td> <td>Other FIRE DAMAGE \$100,000 PER PROJECT AGGREGATE</td> </tr> <tr> <td></td> <td>Each Accident—Single Limit</td> </tr> <tr> <td></td> <td>B.I. And P.D. Combined</td> </tr> </table>	Other Included in BI/PD Liability	Other FIRE DAMAGE \$100,000 PER PROJECT AGGREGATE		Each Accident—Single Limit		B.I. And P.D. Combined		
Other Included in BI/PD Liability	Other FIRE DAMAGE \$100,000 PER PROJECT AGGREGATE										
	Each Accident—Single Limit										
	B.I. And P.D. Combined										
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2008	AS2-C85-004095-127	\$2,000,000 Each Person								
			Each Accident or Occurrence								
			Each Accident or Occurrence								
OTHER			Auto: Comp Ded \$10,000/Coll Ded \$10,000								
EVIDENCE OF COVERAGE											

ADDITIONAL COMMENTS

Re: NC07-023 Nassau County Board of County Commissioners is named as an additional insured.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.
 SPECIAL NOTICE-OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Re: NC07-023

Nassau County Board of County Commissioners

Certificate Holder

76347 Veterans Way
Yulee

FL 32097

J. Balazentis

Judith Balazentis

Pittsburgh / 0387 AUTHORIZED REPRESENTATIVE
 12 Federal Street, Ste. 310
 Pittsburgh PA 15212-5706 412-231-1331 8/22/2007
 OFFICE PHONE DATE ISSUED

Certificate of Insurance

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APAC Southeast, Inc.

P.O. Box 24728

Jacksonville

NAME AND ADDRESS OF INSURED

FL 32241-4728



Liberty Mutual.

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TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY			
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED					
WORKERS COMPENSATION	9/1/2008		WA7-C8D-004095-027 WC7-C85-004095-017	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY OR, WI	EMPLOYERS LIABILITY		
					Bodily Injury by Accident \$1,000,000 Each Accident		
					Bodily Injury By Disease \$1,000,000 Policy Limit		
					Bodily Injury By Disease \$1,000,000 Each Person		
GENERAL LIABILITY	9/1/2008		TB2-C85-004095-117	General Aggregate—Other than Products / Completed Operations \$3,000,000			
	<input checked="" type="checkbox"/> OCCURRENCE			Products / Completed Operations Aggregate \$3,000,000			
	<input type="checkbox"/> CLAIMS MADE			Bodily Injury and Property Damage Liability \$2,000,000 Per Occurrence			
	RETRO DATE					Personal Injury Included* Per Person / Organization	
						Other Included in BI/PD Liability	Other FIRE DAMAGE \$100,000 PER PROJECT AGGREGATE
					Each Accident—Single Limit B.I. And P.D. Combined		
AUTOMOBILE LIABILITY	9/1/2008		AS2-C85-004095-127	\$2,000,000			
	<input checked="" type="checkbox"/> OWNED			Each Person			
	<input checked="" type="checkbox"/> NON-OWNED			Each Accident or Occurrence			
	<input checked="" type="checkbox"/> HIRED			Each Accident or Occurrence			
OTHER					Auto: Comp Ded \$10,000/Coll Ded \$10,000		
EVIDENCE OF COVERAGE							
ADDITIONAL COMMENTS							
Re: NC07-022 Nassau County Board of County Commissioners is named as an additional insured.							

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Liberty Mutual Insurance Group

Re: NC07-022

Nassau County Board of County Commissioners

76347 Veterans Way
Yulee

FL 32097

J. Balazentis

Judith Balazentis

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 8/22/2007

AUTHORIZED REPRESENTATIVE

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				\$3,000,000
				\$2,000,000 Per Occurrence
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				FIRE DAMAGE \$100,000 PER PROJECT AGGREGATE
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				Each Accident or Occurrence
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER				
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**Liberty Mutual
 Insurance Group**

Re: NC07-021

Nassau County Board of County Commissioners

76347 Veterans Way
 Yulee

FL 32097

J. Balazentis

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AUTHORIZED REPRESENTATIVE

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OFFICE

PHONE

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Certificate
 Holder

Liberty Mutual
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706

eCerts*online*
A Certificate System Like No Other

U.S. Mail Document

Nassau County Board of County Commissioners

76347 Veterans Way
YULEE FL 32097

Sender: Jackie Vetterly
Phone: 412-231-1331
Subject: Certification of Insurance
Oldcastle Inc
Date: 8/22/2007

No. of Pages: 24

URL: www.LibertyMutual.com

Please contact the sender above with insurance questions

This document was issued by the Liberty Mutual Insurance Group.

The attached or linked document(s) contains a Certificate of Insurance for the Insured named above. Your company is listed as the organization requesting receipt of this document(s).

If this document(s) is sent via e-mail, you must click on the link below. The linked document(s) is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

If you have any questions regarding the content of this message, please contact your local sales producer whose name and telephone number appears in the lower right hand corner of the attached Certificate.

Click on the following link to retrieve and print the document(s).

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

CHANGE ORDER APPROVAL FORM

PROJECT: CR 121 Completion Contract

CHANGE ORDER NUMBER: 01

DATE: _____

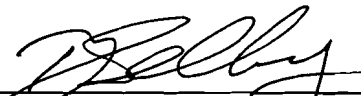
CONTRACT NUMBER: _____

TO CONTRACTOR: APAC - Florida, Inc.

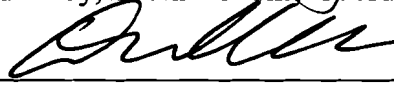
Reason for Change Order:

Increase LF of temporary striping from 100,379 LF to 251,000 LF; an increase of 150,621 LF @ \$0.25 = \$37,655.25


Original Contract Sum.....	\$	<u>4,587,645.55</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>4,587,645.55</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>37,655.25</u>
New Contract Sum Including this Change Order.....	\$	<u>4,625,300.80</u>

APPROVED BY: 
Ted Selby, Interim County Coordinator

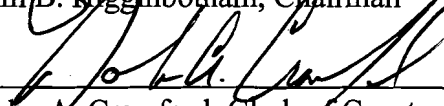
DATE: 10/10/07

APPROVED BY: 
David Hallman, County Attorney


DATE: 10/10/07

APPROVED BY: 
Jim B. Higginbotham, Chairman

DATE: 10/10/07

APPROVED BY: 
John A. Crawford, Clerk of Courts

DATE: 10/10/07

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 10/10/07

CHANGE ORDER APPROVAL FORM

PROJECT: CR 121 Completion

CHANGE ORDER NUMBER: 2

DATE: 9/19/2007


CONTRACT NUMBER: _____


TO CONTRACTOR: APAC -Florida

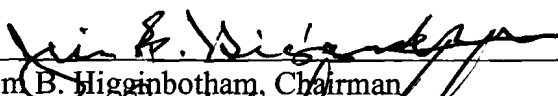
Reason for Change Order: This work was approved prior to the start of construction by the Board. Due to the existing condition of CR 121, it may be necessary to place additional asphalt to level the road surface.

Increase the SP 12.5 asphalt from 23,617 Tons to 28,909.45 Tons an increase of 5,292.45 Tons. Existing contract unit price is \$76.00 per Ton. 5292.45 tons X \$76.00 per ton = \$402,226.20.

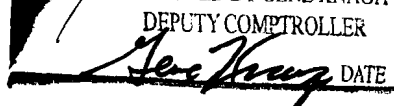
Original Contract Sum.....	\$	4,587,645.55
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>37,655.25</u>
Contract Sum Prior to This Change Order.....	\$	4,625,300.80
Amount of This Change Order (Add/Deduct).....	\$	<u>402,226.20</u>
New Contract Sum Including this Change Order.....	\$	5,027,527.00

APPROVED BY:  DATE: 10/10/07
Ted Selby, Interim County Coordinator

APPROVED BY:  DATE: 10/10/07
David Hallman, County Attorney

APPROVED BY:  DATE: 10/10/07
Jim B. Higginbotham, Chairman

APPROVED BY:  DATE: 10/10/07
John A. Crawford, Clerk of Courts

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 10/10/07