

SECTION 00500
CONTRACT

AGREEMENT

THIS AGREEMENT entered into this 13th day of August, 2008, 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 Worth Construction & Development, Inc., doing business as (a corporation, a partnership, or an individual), hereinafter referred to as "Contractor".

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

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for the **Improvements to the Nassau Amelia Utilities Water Treatment Plant** Nassau County, Florida, hereinafter referred to as the "Work".
2. *The Work includes, but is not limited to, improvements to the Nassau Amelia Utilities Water Treatment Plant including the installation of potable water Well Pump Number 3 with all required electrical equipment, controls, valves, and appurtenances, installation of a new cascade aerator with complete screening on top of the existing ground storage tank with all required piping, valves, and appurtenances and coring the hole into the tank to accept the flow from the aerator, installation of High Service Pump No. 4 with variable frequency drive, and all required piping, valves, and appurtenances; metering pump replacement; and building ventilation modifications.*

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 2007, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will ***SUBSTANTIALLY*** complete the same within ***one hundred fifty (150) calendar days***, unless the period for completion is extended otherwise by the Contract Documents, and fully complete the Project within ***thirty (30)*** calendar days after the date of the Substantial Completion.

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 Two Hundred Fifty and no/100 Dollars (\$250.00) 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 Two Hundred Fifty and no/100 Dollars (\$250.00) 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:

Lump Sum:

Four hundred thirty four thousand eight hundred eighty one and 92/100 cents (\$434,881.92)
(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.

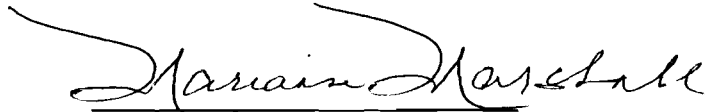
5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. The term "Contract Documents" means and includes the following:
 - a. Bid Form
 - b. Sworn Statement
 - c. Bid Bond
 - d. Agreement
 - e. Notice of Award
 - f. Notice to Proceed
 - g. Change Order Request
 - h. Performance Bond
 - i. Payment Bond
 - j. Hold Harmless Agreement
 - k. General Conditions
 - l. Special Provisions (Roadway and Utilities)
 - m. Specifications prepared by the Engineer
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

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

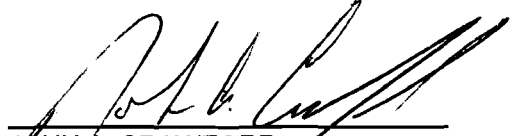
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Chair

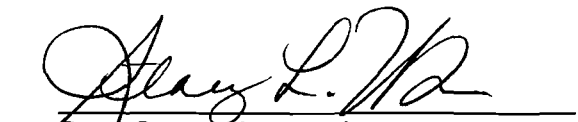
ATTEST TO CHAIR'S SIGNATURE:


JOHN A. CRAWFORD
Ex-Officio Clerk *8/13/08*

Approved as to form by the
Nassau County Attorney


DAVID A. HALLMAN

WORTH CONSTRUCTION &
DEVELOPMENT, INC.:


By: Stacey L. Worth
Its: President

SECTION 00645
NOTICE OF AWARD

TO: Worth Construction & Development, Inc.
4815 US Highway 129 North
Live Oak, Florida 32060

PROJECT DESCRIPTION:

Improvements to the Nassau Amelia Utilities Water Treatment Plant
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 06/19/08, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ Four hundred thirty four thousand eight hundred eighty one and 92/100 cents (\$434,881.92).

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 13th day of August, 20 08.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


MARIANNE MARSHALL
Chair

ATTEST:


JOHN A. CRAWFORD
Ex-Officio Clerk *EOX 8/13*

Approved as to form by the
Nassau County Attorney

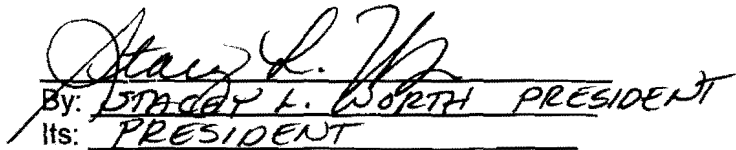


DAVID A. HALLMAN

ACCEPTANCE OF NOTICE

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

WORTH CONSTRUCTION & DEVELOPMENT, INC.
STACEY L. WORTH, this 8 day of
AUGUST, 2008



By: STACEY L. WORTH PRESIDENT
Its: PRESIDENT

SECTION 00650
NOTICE TO PROCEED

NOTICE TO PROCEED

To: Worth Construction & Development Date: 10/08/08
Water Treatment Plant Improvements Project: Bid No. NC08-010

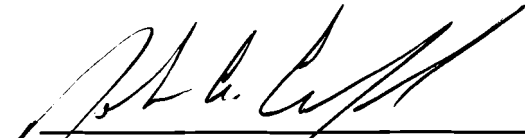
You are hereby notified to commence work in accordance with the Agreement dated the 13th day of August, 2008, on or before the 10th day of October, 2008, and you are to substantially complete the Work within 150 consecutive calendar days, and fully complete the Project in a total of 180 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore April 10, 2009.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chair

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk *EBK 10/10/08*

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CONTRACT MANAGEMENT
RECEIVED
CONTRACT MANAGEMENT
2008 NOV - 7 PM 3:00
OCT 17 PM 4:55

Approved as to form by the
Nassau County Attorney

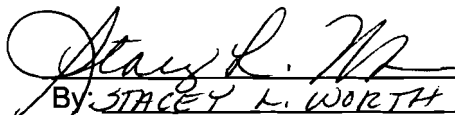


DAVID A. HALLMAN

ACCEPTANCE OF NOTICE

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

STACEY L. WORTH, this 6 day of
NOVEMBER, 2008.



By: STACEY L. WORTH
Its: PRESIDENT

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MB WORT-01	DATE (MM/DD/YYYY) 08/19/08
PRODUCER Waldorff Ins. & Bonding, Inc. P. O. Box 886 Mary Esther FL 32569-0886 Phone: 850-581-4925 Fax: 850-581-4930		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Worth Construction & Development 4815 US Hwy 129 North Live Oak FL 32060		INSURERS AFFORDING COVERAGE INSURER A: The FCCI Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 10178

COVERAGES

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

INSR LTR	ADDTL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Deductible GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL00065411	01/02/08	01/02/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA00097911 NO DEDUCTIBLE FOR LIAB	01/02/08	01/02/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB00060281	01/02/08	01/02/09	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001-WC08A-53578	01/12/08	01/12/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 100000
A		OTHER Equipment Floater	CM00035701 DED \$1500	01/02/08	01/02/09	Rented or Leased Eq \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is hereby understood and agreed that the below mentioned certificate holder is named as Additional Insured with respects to the General Liability

CERTIFICATE HOLDER BOARN03 Nassau County Board of County Commissioners 96135 Nassau Place, Ste. 6 Yulee FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Paul Locatelli</i>
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RECEIVED
 CONTRACT MANAGEMENT
 AUG 20 10 30 AM '08



LETTER OF TRANSMITTAL

To: Charlotte Young RE: Nassau Amelia Utilities
 Company: Nassau County
 Date: 19-Aug-08

We are sending you ___herewith ___delivered by hand ___under separate cover via Fed Ex the following items:

COPIES	DATE OR NO.	DESCRIPTION
1		Performance Bond
1		Payment Bond
1		Certificate of Insurance

RECEIVED
CONTRACT MANAGEMENT
2008 AUG 20 PM 3:01

Charlotte
Nassau County
August 19, 2008

These are transmitted as indicated below:

- For your use
- Return signed contracts
- Approved for construction
- As requested
- Resubmit ___ copies for ___
- Returned after loan to us
-
- Approved as noted
- For Approval
- Submit ___ copies for
- Returned for corrections
- For review
- For bids due _____

Remarks: _____

If enclosures are not as indicated, please notify us at once.

Summer Worth
BY: Summer Worth

PERFORMANCE AND PAYMENT BOND

(Public Work)

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

BOND NO.: 814377

CONTRACTOR NAME: Worth Construction and Development, Inc.

CONTRACTOR ADDRESS: 4815 US Highway 129 N.
Live Oak, FL 32060

CONTRACTOR PHONE NO.: 386-364-9330

SURETY COMPANY: Westfield Insurance Company
10245 Centurion Pkwy. N, Ste. 104
Jacksonville, FL 32256
904-642-2144

SURETY AGENT: Paul A. Locascio
352-374-7779

OWNER NAME: Nassau County Board of County Commissioners

OWNER ADDRESS: 96135 Nassau Place, Ste. 6
Yulee, FL 32097

OWNER PHONE NO.: 904-491-7377

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

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO.: _____

BOND AMOUNT: \$434,881.92

CONTRACT NO.:(If applicable) _____

DESCRIPTION OF WORK: Improvements to the Nassau Amelia Utilities Water Treatment Plant;
Bid No. NC08-010

PROJECT ADDRESS: _____

LEGAL DESCRIPTION: _____

FRONT PAGE

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

RECEIVED
CONTRACT MANAGEMENT
2009 AUG 20 PM 3:00

THE AMERICAN INSTITUTE OF ARCHITECTS



RECEIVED
CONTRACT MANAGEMENT
2008 AUG 20 PM 3:01

AIA Document A311

BOND # 814377

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that
Worth Construction and Development, Inc.
4815 US Highway 129 N.
Live Oak, FL 32060

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,
Westfield Insurance Company
10245 Centurion Pkwy. N, Ste. 104
Jacksonville, FL 32256

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto
Nassau County Board of County Commissioners
96135 Nassau Place, Ste. 6
Yulee, FL 32097

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of
Four hundred thirty-four thousand eight hundred
eighty-one and 92

Dollars (\$434,881.92),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated August 13, 2008 , entered into a contract with Owner for
(Here insert full name, address and description of project)

Improvements to the Nassau Amelia Utilities Water Treatment Plant; Bid No. NC08-010

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

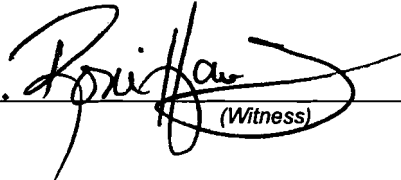
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.


No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

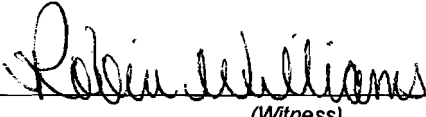
MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

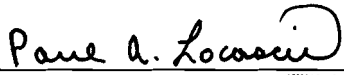
"This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes."

Signed and sealed this 18th day of August 2008


(Witness)

Worth Construction and Development, Inc.
(Principal) (Seal)

PRESIDENT
(Title)


(Witness)

Westfield Insurance Company
(Surety) (Seal)

(Title)

Paul A. Locascio, Attorney-in-Fact & FL Resident Agent

THE AMERICAN INSTITUTE OF ARCHITECTS



RECEIVED
CONTRACT MANAGEMENT
2008 AUG 20 PM 3:01

AIA Document A311

BOND # 814377

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

Worth Construction and Development, Inc.

(Here insert full name and address or legal title of Contractor)

4815 US Highway 129 N.

Live Oak, FL 32060

as Principal, hereinafter called Principal, and,

Westfield Insurance Company

(Here insert full name and address or legal title of Surety)

10245 Centurion Pkwy. N, Ste. 104

Jacksonville, FL 32256

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Nassau County Board of County Commissioners

96135 Nassau Place, Ste. 6

Yulee, FL 32097

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Four hundred thirty-four thousand eight hundred eighty-one and 92

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$434,881.92),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated August 13, 2008, entered into a contract with Owner for

(Here insert full name, address and description of project)

Improvements to the Nassau Amelia Utilities Water Treatment Plant; Bid No. NC08-010

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or, with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract, and also claimant includes all Lienors having any lien rights under Fla. Statute 713.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one 1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.


4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien 'be presented under and against this bond.

5. Notwithstanding anything to the contract contained herein, all applicable provisions Florida Statutes 713.23 are hereby made provisions and conditions of this bond with the intention being that this bond comply fully with Florida Statutes 713.23

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

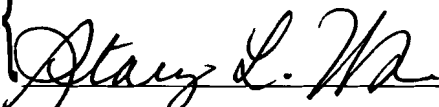
"This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and 255.05(10), Florida Statutes."

Signed and sealed this 18th day of August 2008

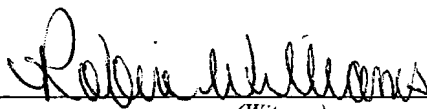


(Witness)

Worth Construction and Development, Inc.

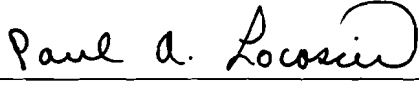
(Principal) (Seal)
 PRESIDENT

(Title)



(Witness)

Westfield Insurance Company

(Surety) (Seal)


(Title)

Paul A. Locascio, Attorney-in-Fact & FL Resident Agent