

SECTION 00 52 15**AGREEMENT**

THIS AGREEMENT is dated as of the 14th day of January in the year 2009 by and between Board of County Commissioners, Nassau County (Owner) and APAC-Southeast, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project is for improvements to 7.7 miles of County Route 108 from Carroll Corner Road to West 1st Avenue in the town of Hilliard. The work to be performed is generally described as construction of a two lane rural road and includes:

- Widening, milling and resurfacing of the existing asphalt pavement.
- Removal of the existing guardrail and installation of new guardrail in compliance with FDOT standards.
- Construction of driveway and side road turnouts.
- Erosion control.
- Traffic maintenance and protection.
- Seeding and sodding of disturbed areas.

All work shall be in accordance with the construction drawings, specifications, and contract documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**COUNTY ROAD 108 MILLING AND RESURFACING
BID NUMBER NC08-039
NASSAU COUNTY, FLORIDA**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Passero Associates LLC, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of Owner and to fully complete the project as specified in Section 4.02 of this Agreement.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 124 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 138 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$ 1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A and 5.01B below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (attached hereto as an exhibit) for a Total of All Unit Prices of:

Three million two hundred six thousand three hundred twelve dollard and 87/100	<u>\$3,206,312.87</u>
(use words)	(figures)

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% percent of the Work completed (with the balance being retainage).
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. At 50 percent completion, no additional amounts will be retained unless Engineer certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine or Owner may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to

existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Addenda, if any
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Technical Specifications
 - 6. Construction Drawings
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - c. Project Manual table of contents
 - d. Construction Drawing index
 - e. Performance Bond
 - f. Payment Bond
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed

- b. Work Change Directives
 - c. Change Orders
 - d. Certificate of Substantial Completion
 - e. Certificate of Final Inspection
 - f. Certificate of Engineer
 - g. Certificate of Final Completion
 - h. CONTRACTOR's release.
 - i. Drawings and plans
 - j. Supplemental Agreements
 - k. CONTRACTOR's Waiver of Lien (Partial)
 - l. CONTRACTOR's Waiver of Lien (Final and Complete)
 - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - n. Consent of Surety to Final Payment
 - o. Instructions to Bidders
 - p. Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

None.

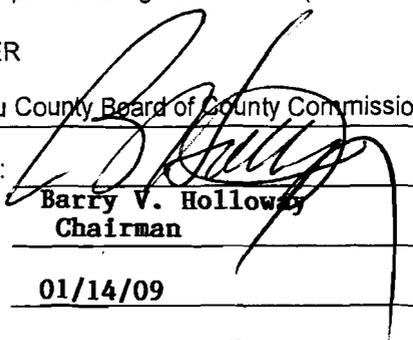
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

OWNER

Nassau County Board of County Commissioners

Signed:


Barry V. Holloway
Chairman

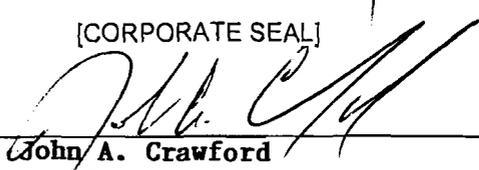
Title:

Date:

01/14/09

[CORPORATE SEAL]

Attest:


John A. Crawford
Ex-Officio Clerk

Title:

Address for giving notices:

20K 1/2/09

Contract Management

96135 Nassau Place, Suite 6

Yulee, FL 32097

Phone:

FAX:

CONTRACTOR

APAC-Southeast, Inc.

Signed:



Title:

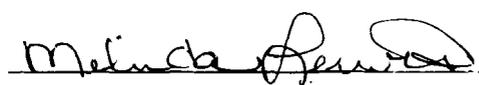
John W. Taylor, Vice President

Date:

1-8-09

[CORPORATE SEAL]

Attest:



Title:

ASST. Secretary

Address for giving notices:

APAC-Southeast, Inc.

11482 Columbia Park Dr. W, Suite 3

Jacksonville, FL 32258

Phone:

904-288-6300

FAX:

904-288-6301

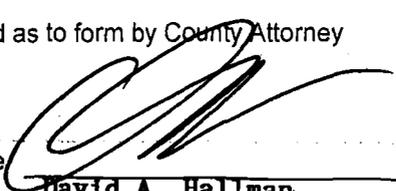
License

CGC 023067

(Where applicable)

Approved as to form by County Attorney

Signature


David A. Hallman

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement)

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

POWER OF ATTORNEY - 2008

Power of Attorney executed by APAC-Southeast, Inc., (the "Company"), relative to its operations.

KNOW ALL MEN BY THESE PRESENTS: That, pursuant to the authority granted in resolutions adopted by its Board of Directors on October 1, 1981, the Company, acting by and through its duly elected and qualified President, John H. Skidmore, does hereby authorize the following trade names and grants the following authority to the persons herein designated, subject to the limitations herein set forth, as follows:

A. DEFINITIONS

The following terms shall have the indicated meanings in this Power of Attorney:

The Company shall mean APAC-Southeast, Inc., a Georgia corporation, which includes business operations of the Company conducted under and by, and the assets and properties of the Company managed by, the various units and divisions whose trade names are hereinafter generally described.

Contract Documents shall mean any and all bids, proposals, agreements, instruments, contracts, bonds, releases, satisfactions, labor and payroll affidavits and reports, periodic and final estimates, consents to the releases of retained percentages and the payment of final estimates, and all other documents, writings, consents or reports necessary or requisite to the implementation of any of the foregoing documents herein defined that shall be related to, connected with or arise out of the regular and ordinary business activities of the Company.

Officers shall mean persons from time-to-time designated by the Company as such officers of the Company.

Authorized Employees and Assistant Secretaries shall mean persons designated from time to time as such by the Company or by any two Officers as hereinafter set forth.

B. AUTHORIZED TRADE NAMES

The activities and operations of the Company may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

Alabama Division, APAC-Southeast, Inc.
Ballenger Paving Division, APAC-Southeast, Inc.
Central Florida Division, APAC-Southeast, Inc.
First Coast Division, APAC-Southeast, Inc.
Gulf Coast Division, APAC-Southeast, Inc.
Major Projects Group, APAC-Southeast, Inc.
Southern Florida Division, APAC-Southeast, Inc.

C. AUTHORIZED ATTORNEYS

I. OFFICERS

The following persons are hereby designated OFFICERS of the Company and are hereby made, constituted and appointed the true and lawful attorneys of the Company for the purposes and subject to the limitations hereinafter set forth, to act in its name, place and stead in the matters hereinafter mentioned:

John H. Skidmore	President	Tunstall B. Perry IV	Vice President/Asst. Sec.
Ronald C. Ashmore	Vice President/Asst. Sec.	R. Glenn Phillips	Vice President/Asst. Sec.
Steven C. Ayers	Vice President/Asst. Sec.	Thomas G. Pigg	Vice President/Asst. Sec.
Gregory P. Baier	Vice President/Asst. Sec.	Jeffrey J. Reeves	Vice President/Asst. Sec.
Lonnie R. Carroll	Vice President/Asst. Sec.	Robert Royal	Vice President/Asst. Sec.
David M. Church	Vice President/Asst. Sec.	James A. Strain, Jr.	Vice President/Asst. Sec.
Harry S. Curlin	Vice President/Asst. Sec.	Wesley U. Tanner	Vice President/Asst. Sec.

Sam W. Head, Jr.	Vice President/Asst. Sec.	John W. Taylor	Vice President/Asst. Sec.
Michael E. Herold	Vice President/Asst. Sec.	Creed Jackson Williams	Vice President/Asst. Sec.
John R. Hooper	Vice President/Asst. Sec.	Glenn A. Culpepper	Treasurer/Asst. Sec.
Jeffery L. Janeway	Vice President/Asst. Sec.	David Anthony Donofrio	Secretary/Asst. Treas.
Christopher B. Lodge	Vice President/Asst. Sec.	C. Scott Childers	Asst. Sec./Asst. Treas.
Mark S. Marine	Vice President/Asst. Sec.	Robert Delisle	Asst. Sec./Asst. Treas.
Robert W. McCord	Vice President/Asst. Sec.	Jennifer K. Edwards	Asst. Sec./Asst. Treas.
Timothy G. Mullendore	Vice President/Asst. Sec.	Michael R. Halpin	Asst. Sec./Asst. Treas.
David M. Murphree	Vice President/Asst. Sec.	Kenneth C. Laing	Asst. Sec./Asst. Treas.
Sean T. O'Sullivan	Vice President/Asst. Sec.	David A. South	Asst. Sec./Asst. Treas.
William G. Pass	Vice President/Asst. Sec.	Edward L. Starr	Asst. Sec./Asst. Treas.

The following persons are hereby designated OFFICERS solely for the purposes of executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

William B. Miller	Administrative Vice President/Asst. Secretary
John V. Connolly	Asst. Treas./Asst. Secretary
Gary P. Hickman	Assistant Secretary
Heather E. Harper	Assistant Secretary
David C. Lewis	Assistant Secretary
Deborah L. Murphey	Assistant Secretary
Michael G. O'Driscoll	Assistant Secretary
David M. Toolan	Assistant Secretary

II. AUTHORIZED EMPLOYEES

The following persons are hereby designated AUTHORIZED EMPLOYEES of the Company and all are hereby made, constituted and appointed the true and lawful attorneys of the Company for the purposes and subject to the limitation hereinafter set forth, to act in its name, place and stead:

Jeffrey R. Andrews	Bobby J. Dykes	Andres C. Obrador
Guadalupe Aranda	Doug Eckhoff	Grant G. Peterson
Scott F. Baldwin	Charlotte S. Garvin	Matthew A. Phillips
Anita M. Billingsley	Lisa S. Haber	Jason E. Robison
James R. Boterf	R. Delane Hartzog	Steven Schauer
John S. Bramonte	Raymond J. Hill	John D. Smith
Jerry L. Crisp	Rick E. Jarvis	Kenneth W. Sweet
Ricky D. Cross	G. Michael Johnson	Carl J. Thompson
John J. Davis	Robert W. Ketron	John A. Walker
David Denison	Timothy B. Mayhall	John B. Wilson
Joseph F. Donaruma	Patrick B. McKnight	
Jerry Ray Doss	William R. Nowak	

III. ASSISTANT SECRETARIES

Any and all Contract Documents of the Company which may be signed or executed pursuant to the powers of attorney herein granted to the Officers and Authorized Employees hereinbefore named may be attested on behalf of the Company and the Company's corporate seal may be affixed thereto by any one of the following named persons, each of whom is hereby designated an ASSISTANT SECRETARY of the Company for the limited purposes stated herein:

Thomas C. Alessio	Jerry Ray Doss	Rodolfo Reyno
Keith M. Barnett	Cynthia Dubrocq	Grant G. Peterson
Anita M. Billingsley	Judith M. Fletcher	Pamela M. Sahr
Mark K. Blair	Charlotte S. Garvin	Joan Schuh
Charles J. Blinne	Steven M. Graycheck	Alan L. Scott
Linda A. Bradley	Cynthia L. Hall	Tracy L. Shores
Maria V. Casares	R. Delane Hartzog	James H. Stern
Bernie J. Caulfield	Nancy M. Jefferson	Ashley Turner
Jeremy R. Christopher	Melinda Lewis	John G. Walker
Ricky D. Cross	Marizabed Perez	
Curtis B. Davison	Carmine Restino	

D. EXECUTION OF DOCUMENTS

I. OFFICERS

Each of the Officers hereinbefore named is hereby given and granted the right, power, and authority to sign, execute and deliver on behalf of the Company any and all Contract Documents and each of said attorneys on behalf of the Company may do all other acts and things requisite or necessary in respect of the signing, execution or delivery thereof; and all that its said attorneys, and each of them, shall lawfully do or cause to be done by virtue of the authority and power herein granted is hereby ratified and confirmed by the Company.

II. AUTHORIZED EMPLOYEES

Each Authorized Employee hereinbefore named is hereby given and granted the right, power and authority to sign, execute and deliver on behalf of the Company any and all Contract Documents relative to the offering to perform or to the performance of work, and said attorneys on behalf of the Company may do all other acts and things requisite or necessary in respect of the signing, execution or delivery thereof; and all that its said attorneys, and each of them, shall lawfully do or cause to be done by virtue of the authority herein granted is hereby ratified and confirmed by the Company.

III. CHANGE IN AUTHORIZED EMPLOYEES & ASSISTANT SECRETARIES

Any two of the aforesaid Officers acting together may from time-to-time grant further powers of attorney designating any person or persons in the employ of the Company as an Authorized Employee or Assistant Secretary and may at any time withdraw from any Authorized Employee or Assistant Secretary the designation as such, with or without cause, and such person shall thereafter no longer have the authority of an Authorized Employee or Assistant Secretary under this instrument. Said Officers may also in connection with the granting or withdrawing of the designation of an Authorized Employee or Assistant Secretary from time-to-time add to the lists of Authorized Employees and Assistant Secretaries on this instrument the names of those employees granted such designation and delete from such list the names of those whose designation has been withdrawn.

IV. ADDITIONAL LIMITED POWERS OF ATTORNEY

Any two Officers acting together are hereby made, constituted and appointed the true and lawful attorneys of the Company for the purpose of granting further powers of attorney authorizing any person or persons in the employ of the Company to execute Contract Documents on behalf of the Company.

E. BINDING EFFECT

Any and all of the aforesaid Contract Documents and all other documents styled, executed and attested pursuant to the authority hereinbefore granted shall be valid, lawful and binding upon the Company in accordance with the terms and conditions of the document or documents so executed and attested; provided, however, that nothing herein contained shall authorize any person authorized to act hereunder to underwrite, warrant, endorse, or guarantee the debt, performance, obligation or any other undertaking of any kind or description of any third party or parties.

The Power of Attorney and authority hereby granted and confirmed upon the said Officers, Authorized Employees and Assistant Secretaries shall continue in full force and effect through December 31, 2008.

IN TESTIMONY WHEREOF, the Company has caused this instrument to be executed by its President and attested to by its Secretary/Treasurer, and its Corporate Seal to be hereto affixed, effective the 1st day of January 2008.

ATTEST:



David Anthony Donofrio, Secretary/Asst. Treasurer



John H. Siddmore, President

[Corporate Seal]

State of Florida

County of Pasco SS:

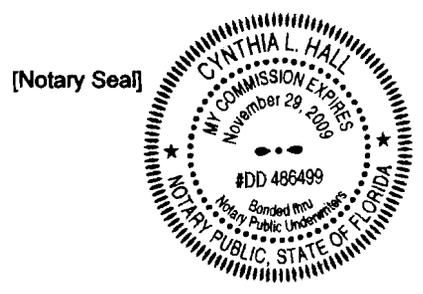
The undersigned Notary Public, duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, hereby certify that on this 20th day of January, 2008, there personally appeared before me, John H. Skidmore, President of the Company, and David Anthony Donofrio, Secretary/Asst. Treasurer of the Company, and each, personally known to me to be that person and designated Officer of the Company who signed said instrument on behalf of said corporation and being by me duly sworn, did acknowledge and say to me that he did so sign, seal and deliver said instrument in the name and on behalf of said corporation as such designated Officer, that the same is the free and voluntary act and deed as such designated Officer and the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein mentioned; that he is duly authorized thereunto by the Board of Directors of such corporation; and that the seal affixed to said instrument is the corporate seal of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official notarial seal this 20th day of January, 2008

Cynthia L. Hall

Notary Public

My Commission Expires: 11-29-09



SECTION 00610
PERFORMANCE BOND

Sent to
Finance
3/17/09

Bond No. 8216-32-99

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. SUITE 3
JACKSONVILLE, FL 32258

SURETY (Name and Address of Principal Place of Business):
FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW ROAD
WARREN, NJ 07061

OWNER (Name and Address):
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
76347 VETERANS WAY SUITE 456
YULEE, FL 32097

CONTRACT

Date: 01/14/2009

Amount: \$3,206,312.87

Description (Name and Location): COUNTY ROAD 108 MILLING AND RESURFACING, BID NUMBER NC08-039, NASSAU COUNTY, FLORIDA

INSTR # 200903944, Book 1604, Page 1761

Pages 7

Doc Type UNK, Recorded 02/10/2009 at 01:39 PM,

John A Crawford, Nassau County Clerk of Circuit Court

Rec. Fee \$61.00

#1

BOND

Bond Number: 8216-32-99

Date (Not earlier than Contract Date): 01/29/2009

Amount: \$3,206,312.87

Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: APAC - SOUTHEAST, INC.

Signature: [Signature] (Seal)

Name and Title: John W. Taylor, Vice President

SURETY

FEDERAL INSURANCE COMPANY (Seal)

Surety's Name and Corporate Seal

By: [Signature]

Signature and Title TINA DAVIS, Attorney-In-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: [Signature]

Signature and Title SHANNON HERBAT, Witness

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

PAYMENT BOND

BOND NO. 8216-32-99

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. SUITE 3
JACKSONVILLE, FL 32258

SURETY (Name, and Address of Principal Place of Business):

FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW RD.
WARREN, NJ 07061

OWNER (Name and Address):

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
76347 VETERANS WAY SUITE 456

CONTRACT

Effective Date of Agreement: 01/14/2009
Amount: \$3,206,312.87

Description (Name and Location): COUNTY ROAD 108 MILLING AND RESURFACING, BID NUMBER NC08-039, NASSAU COUNTY, FL

BOND

Bond Number: 8216-32-99
Date (Not earlier than Effective Date of Agreement): January 29, 2009
Amount: \$3,206,312.87
Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

APAC - SOUTHEAST, INC. (Seal)
Contractor's Name and Corporate Seal

FEDERAL INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

John W. Taylor
Print Name

TINA DAVIS
Print Name

Vice President
Title

ATTORNEY-IN-FACT
Title

Attest: Melinda Lewis
Signature

Attest: Shannon Herbat
Signature

ASST. SECRETARY
Title

SHANNON HERBAT, WITNESS
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

10. Surety hereby waives notice of any change, including changes of time, to the 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 Paragraph 4.1 or Paragraph 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 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 Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or 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 requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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 of any person or entity appearing to be a potential beneficiary of this Bond, 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 Contractor, or with a first-tier subcontractor of 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

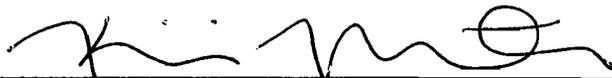
15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)	Marsh USA Risk & Insurance Services
Surety Agency or Broker:	15 W. South Temple, Ste. 700
Owner's Representative (Engineer or other):	Salt Lake City, UT 84101 801-533-3600

SURETY ACKNOWLEDGMENT

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

On this 29TH day of JANUARY, 2009, 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 Kirie Martin of Salt Lake City, Utah and Mary E. Strait of Tulsa, Oklahoma

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 20th day of March, 2008.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

On this 20th day of March, 2008 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 David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 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 JANUARY 29, 2009



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) 903-3483 Fax (908) 903-3656 e-mail: surety@chubb.com

RECEIVED
CONTRACT MANAGEMENT

2009 APR -1 PM 2: 28

SECTION 00 55 00

NOTICE TO PROCEED

TO: APAC - Southeast, Inc.
CONTRACTOR
11482 Columbia Park Drive W., Suite 3
ADDRESS
Jacksonville, FL 32258
CITY STATE ZIP

PROJECT: COUNTY ROAD 108 MILLING AND RESURFACING
BID NUMBER NC08-039
NASSAU COUNTY, FLORIDA

You are hereby notified to commence work in accordance with the Agreement dated Jan. 14, 2009

The Contract time for Substantial Completion is 124 consecutive calendar days from the date of commencement.

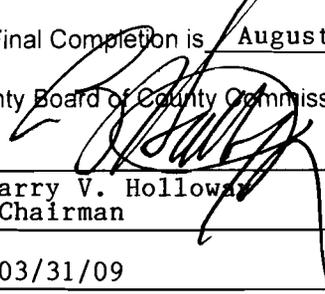
The Contract time for Final Completion is 14 consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run April 8, 2009.

The date of Substantial Completion is August 10, 2009.

The date of Final Completion is August 24, 2009.

Nassau County Board of County Commissioners

BY: 

TITLE: Barry V. Holloway
Chairman

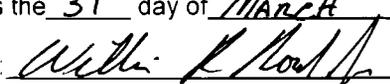
DATE: 03/31/09

You are required to return an acknowledged copy of the Notice to Proceed to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097.

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged

this the 31 day of MARCH, 2009.

BY: 

TITLE: PROJECT MANAGER.

END OF SECTION