



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 11 day of November in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Nassau County Board of County Commissioners, Political Subdivision of the State of Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Telephone Number: 904-491-7380
Fax Number: 904-321-5784

and the Contractor:
(Name, legal status, address and other information)

Bush Construction Company, Inc., Florida Profit Corporation
3741 Grant Road
Jacksonville, Florida 32207
Telephone Number: 904-399-2308
Fax Number: 904-399-2405

for the following Project:
(Name, location and detailed description)

Nassau County Transportation Center
102 North 13th Street
Fernandina Beach, Florida 32034

The work consists of the following: (1) Construction of 1-story, +/- 1,600 square foot, Nassau County Transportation Center Building with ICF load bearing walls, pre-fab wood roof trusses and asphalt shingled roofing; (2) Site development work immediately around Transportation Center including parking area, sidewalks, patios, finish grading, and landscaping as shown on working drawings.

The Architect:
(Name, legal status, address and other information)

Miranda Architects
914 Atlantic Avenue, Suite 1E
Fernandina Beach, Florida 32034
Telephone Number: 904-261-4586
Fax Number: 904-277-2765

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred twenty (120) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two hundred ninety-eight thousand seven hundred twelve dollars and no cents (\$ 298,712.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Unit Price No. 1 - Fill	Fill delivered and spread in addition to fill required in contract documents	\$8.50/cubic yard
Unit Price No. 2 - Painting	Base bid includes painting all walls one color and all trim another color. Provide cost for painting different colors in different rooms	\$450.00

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Allowance No. 1 - Door Hardware	\$2,000.00
Allowance No. 2 - Tile	\$6.00/square foot
Allowance No. 3 - Carpet	\$35.00/square yard
Allowance No. 4 - Shelving	\$2,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 5.1.3 Owner shall pay Contractor pursuant to Florida Statutes, §218.70, know as the Florida Prompt Payment Act.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, 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 Consultant. 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 Consultant. Consultant 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

% monthly

§ 8.3 The Owner's representative:

(Name, address and other information)

José Miranda
Miranda Architects
914 Atlantic Avenue, Suite 1E
Fernandina Beach, Florida 32034
Telephone Number: 904-261-4586
Fax Number: 904-277-2765
Mobile Number: 904-753-3099
Email Address: jmiranda@mirandaarchitects.com

§ 8.4 The Contractor's representative:

(Name, address and other information)

3741 Grant Road
Jacksonville, Florida 32207
Telephone Number: 904-399-2308
Fax Number: 904-399-2405

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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**Division 00A –
 GENERAL
 INFORMATION**

Part 1	Project Information	08/15/2011	
Part 2	Special Conditions	08/15/2011	

**Division 01 –
 GENERAL
 CONDITIONS**

01010	Summary of Work	08/15/2011	
01020	Allowances	08/15/2011	
01026	Unit Prices	08/15/2011	
01027	Applications for Payment	08/15/2011	
01035	Modification Procedures	08/15/2011	
01040	Project Coordination	08/15/2011	
01095	Reference Standards and Definitions	08/15/2011	
01200	Project Meetings	08/15/2011	
01300	Submittals	08/15/2011	
01400	Quality Control Services	08/15/2011	
01500	Temporary Facilities	08/15/2011	
01600	Materials and Equipment	08/15/2011	
01631	Product Substitutions	08/15/2011	
01700	Project Closeout	08/15/2011	
01740	Warranties and Bonds	08/15/2011	

**Division 02 –
 SITEWORK**

02010	Subsurface Investigation	08/15/2011	
02110	Site Clearing	08/15/2011	
02220	Building Excavations and Fill	08/15/2011	
02282	Termite Control	08/15/2011	
02511	Hot-Mixed Asphalt Paving	08/15/2011	
02520	Portland Cement Concrete Paving	08/15/2011	

**Division 03 –
 CONCRETE**

03010	Concrete Work	08/15/2011	
03111	Insulating Concrete	08/15/2011	

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Forms

**Division 04 –
MASONRY**

04200	Unit Masonry	08/15/2011
04700	Manufactured Masonry	08/15/2011

**Division 05 –
METALS**

05090	Metal Fasteners	08/15/2011
05120	Structural Steel Framing	08/15/2011
05400	Cold-Formed Metal Framing	08/15/2011

**Division 06 – WOOD
AND PLASTICS**

06100	Rough Carpentry	08/15/2011
06175	Shop-Fabricated Wood Trusses	08/15/2011
06200	Finish Carpentry	08/15/2011

**Division 07 –
THERMAL &
MOISTURE
PROTECTION**

07181	Traffic Coatings – Acrylic	08/15/2011
07210	Building Insulation	08/15/2011
07212	Spray Foam Insulation	08/15/2011
07260	Vapor Retarders	08/15/2011
07311	Asphalt Shingles	08/15/2011
07460	Siding	08/15/2011
07600	Flashing and Sheet Metal	08/15/2011
07630	Sheet Metal Roofing Specialties	08/15/2011
07915	Sealants, Caulking and Seals	08/15/2011

**Division 08 – DOORS
AND WINDOWS**

08110	Steel Doors and Frames	08/15/2011
08143	Stile and Rail MDF Doors	08/15/2011
08520	Aluminum Windows	08/15/2011
08710	Door Hardware	08/15/2011
08800	Glazing	08/15/2011

**Division 09 –
FINISHES**

09220	Portland Cement Plaster (Stucco)	08/15/2011
09255	Gypsum Board Assemblies	08/15/2011
09300	Tile	08/15/2011
09510	Acoustical Ceilings	08/15/2011
09680	Carpet	08/15/2011

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09900 Painting 08/15/2011

**Division 10 –
SPECIALTIES**

10440 Fire Extinguishers, Cabinets & Accessories 08/15/2011
10503 Metal Lockers 08/15/2011
10800 Toilet and Bath Accessories 08/15/2011

**Division 15 –
MECHANICAL**

15010 Mechanical Basic Requirements 08/15/2011
15250 Mechanical Insulation 08/15/2011
15400 Plumbing 08/15/2011
15512 Condensate Drain Piping 08/15/2011
15670 Condensing Units 08/15/2011
15767 Electric Unit Heaters 08/15/2011
15855 Air Handling Units – Factory Fabricated 08/15/2011
15865 Fans 08/15/2011
15885 Air Cleaning 08/15/2011
15890 Ductwork 08/15/2011
15940 Air Inlets & Outlets 08/15/2011
15990 Testing, Adjusting & Balancing 08/15/2011

**Division 16 –
ELECTRICAL**

16050 Basic Electrical Materials and Methods 08/15/2011
16060 Grounding & Bonding 08/15/2011
16073 Hangers and Supports for Electrical System 08/15/2011
16075 Electrical Identification 08/15/2011
16120 Conductors and Cables 08/15/2011
16130 Raceways and Boxes 08/15/2011
16140 Wiring Devices 08/15/2011
16410 Enclosed Switches and Circuit Breakers 08/15/2011
16442 Panelboards 08/15/2011
16714 Communications Equipment Broom Fittings 08/15/2011

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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A0	Project Information/Cover Sheet	08/15/2011
A1	Arch. Master Site Plan	08/15/2011
A2	Trans. Ctr Floor Plan	08/15/2011
A3	Plan Details, Head/Jamb/Sill	08/15/2011
A4	Trans. Ctr Wall Sections	08/15/2011
S1	Foundation & Roof Framing Plans	08/15/2011
S2	Gen. Notes, FND Sections & Details	08/15/2011
S3	Roof Framing Sections and Details	08/15/2011
C-1	Final Site Plan Cover	08/15/2011
C-2	General Notes	08/15/2011
C-3	Storm Water Pollution Prevention Plan	08/15/2011
C-4	Existing Conditions Survey	08/15/2011
C-5	Clearing and Erosion Control Plan	08/15/2011
C-6	Site Layout Plan	08/15/2011
C-7	Paving, Grading and Drainage Plan	08/15/2011
C-8	Utilities Plan	08/15/2011
C-9	Construction Details	08/15/2011
C-10	Utility Details	08/15/2011
LA1	Landscape Plan and Details	08/16/2011
TP1	Tree Proection Plan and Details	08/16/2011
IR1	Irrigation Plan and Details	09/19/2011 (Adden.#1)
M1.1	(mechanical - untitled)	08/22/2011
M1.2	(mechanical - untitled)	08/22/2011
P1.1	(plumbing - untitled)	08/22/2011
E1.1	(electrical - untitled)	09/19/2011 (Adden.#1)
E2.1	(electrical - untitled)	09/19/2011 (Adden.#1)
E3.1	(electrical - untitled)	09/19/2011 (Adden.#1)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	09/20/2011	20
2	09/22/2011	2
3	10/06/2011	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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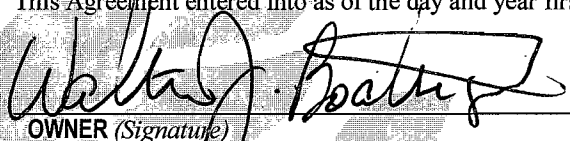
- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	\$298,712.00 (100%)
Payment Bond	\$298,712.00 (100%)
General Information and Insurance Requirement	See Attachment 1

This Agreement entered into as of the day and year first written above.

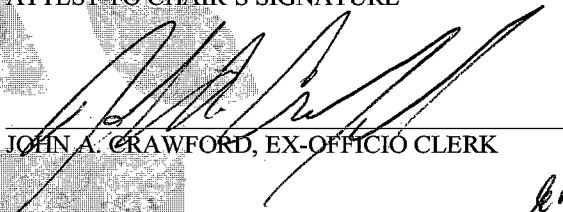

 OWNER (Signature)

Walter J. Boatright, Chair
 (Printed name and title)


 CONTRACTOR (Signature)

Paul Bush, President
 (Printed name and title)

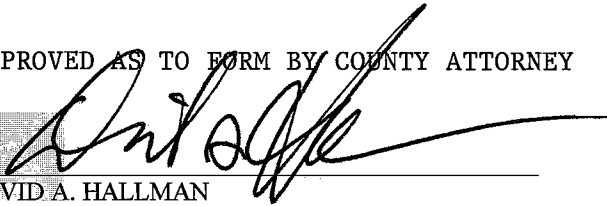
ATTEST TO CHAIR'S SIGNATURE


 JOHN A. CRAWFORD, EX-OFFICIO CLERK

EBK 11/14/11
 dt 11/15/11

APPROVED AS TO FORM BY COUNTY ATTORNEY

APPROVED AS TO FORM BY COUNTY ATTORNEY



DAVID A. HALLMAN



Init.

ATTACHMENT 1

GENERAL INFORMATION AND INSURANCE REQUIREMENT

GENERAL INFORMATION AND INSURANCE REQUIREMENTS

Contractor agrees and does by this Agreement indemnify and hold harmless Nassau County Board of County Commissioners against all losses, damages, causes of action, claims or liabilities arising out of, or related to work performed by Contractor, its employees, agents, representatives, subcontractors, including but not limited to injuries to persons, property including any claim based on indoor air quality, mold or similar type claim, and including all costs and attorney's fees incurred by Contractor/Subcontractor. Contractor shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity set forth above.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

INSURANCE COVERAGES FOR CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
Part Two – Employer's Liability Insurance	
Bodily Injury By Accident	\$100,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$100,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Subcontractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Subcontractor.

PROPERTY INSURANCE

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Builder's Risk insurance coverage for the life of this Contract.

This coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the contractor shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value. Covered perils should include, but are not limited to, fire, windstorm, hurricane, theft, vandalism and malicious intent.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, and Property Insurance to include Nassau County Board of County Commissioners as Additional Insured, including Completed Operations. Various Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractors obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:22:20 on 10/26/2011.

PAGE 1

Nassau County Board of County Commissioners, Political Subdivision of the State of Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Telephone Number: 904-491-7380
Fax Number: 904-321-5784

...

Bush Construction Company, Inc. , Florida Profit Corporation
3741 Grant Road
Jacksonville, Florida 32207
Telephone Number: 904-399-2308
Fax Number: 904-399-2405

...

Nassau County Transportation Center
102 North 13th Street
Fernandina Beach, Florida 32034

The work consists of the following: (1) Construction of 1-sotry, +/- 1,600 square foot, Nassau County Transportation Center Building with ICF load bearing walls, pre-fab wood roof trusses and asphalt shingled roofing; (2) Site development work immediately around Transportation Center including parking area, sidewalks, patios, finish grading, and landscaping as shown on working drawings.

...

Miranda Architects
914 Atlantic Avenue, Suite 1E
Fernandina Beach, Florida 32034
Telephone Number: 904-261-4586
Fax Number: 904-277-2765

PAGE 2

The commencement date will be fixed in a Notice to Proceed.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred twenty (120) days from the date of commencement, or as follows:

PAGE 3

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User Notes:

(1464156488)

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two hundred ninety-eight thousand seven hundred twelve dollars and no cents (\$ 298,712.00), subject to additions and deductions as provided in the Contract Documents.

Unit Price No. 1 – Fill

Fill delivered and spread \$8.50/cubic yard
in addition to fill required
in contract documents

Unit Price No. 2 - Painting

Base bid includes \$450.00
painting all walls one
color and all trim another
color. Provide cost for
painting different colors
in differencnt rooms

Allowance No. 1 – Door Hardware

\$2,000.00

Allowance No. 2 – Tile

\$6.00/square foot

Allowance No. 3 – Carpet

\$35.00/square yard

Allowance No. 4 - Shelving

\$2,000.00

PAGE 4

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~ Owner shall pay Contractor pursuant to Florida Statutes, §218.70, know as the Florida Prompt Payment Act.

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

PAGE 5

Other (Specify)

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the

County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, 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 Consultant. 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 Consultant. Consultant 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.

PAGE 6

% monthly

...
José Miranda
Miranda Architects
914 Atlantic Avenue, Suite 1E
Fernandina Beach, Florida 32034
Telephone Number: 904-261-4586
Fax Number: 904-277-2765
Mobile Number: 904-753-3099
Email Address: jmiranda@mirandaarchitects.com

...
3741 Grant Road
Jacksonville, Florida 32207
Telephone Number: 904-399-2308
Fax Number: 904-399-2405

PAGE 7

Division 00A -
GENERAL
INFORMATION

<u>Part 1</u>	<u>Project Information</u>	<u>08/15/2011</u>
<u>Part 2</u>	<u>Special Conditions</u>	<u>08/15/2011</u>

Division 01 -
GENERAL
CONDITIONS

<u>01010</u>	<u>Summary of Work</u>	<u>08/15/2011</u>
<u>01020</u>	<u>Allowances</u>	<u>08/15/2011</u>
<u>01026</u>	<u>Unit Prices</u>	<u>08/15/2011</u>
<u>01027</u>	<u>Applications for</u>	<u>08/15/2011</u>
	<u>Payment</u>	
<u>01035</u>	<u>Modification</u>	<u>08/15/2011</u>
	<u>Procedures</u>	
<u>01040</u>	<u>Project Coordination</u>	<u>08/15/2011</u>

<u>01095</u>	<u>Reference Standards and Definitions</u>	<u>08/15/2011</u>
<u>01200</u>	<u>Project Meetings</u>	<u>08/15/2011</u>
<u>01300</u>	<u>Submittals</u>	<u>08/15/2011</u>
<u>01400</u>	<u>Quality Control Services</u>	<u>08/15/2011</u>
<u>01500</u>	<u>Temporary Facilities</u>	<u>08/15/2011</u>
<u>01600</u>	<u>Materials and Equipment</u>	<u>08/15/2011</u>
<u>01631</u>	<u>Product Substitutions</u>	<u>08/15/2011</u>
<u>01700</u>	<u>Project Closeout</u>	<u>08/15/2011</u>
<u>01740</u>	<u>Warranties and Bonds</u>	<u>08/15/2011</u>

Division 02 - SITEWORK

<u>02010</u>	<u>Subsurface Investigation</u>	<u>08/15/2011</u>
<u>02110</u>	<u>Site Clearing</u>	<u>08/15/2011</u>
<u>02220</u>	<u>Building Excavations and Fill</u>	<u>08/15/2011</u>
<u>02282</u>	<u>Termite Control</u>	<u>08/15/2011</u>
<u>02511</u>	<u>Hot-Mixed Asphalt Paving</u>	<u>08/15/2011</u>
<u>02520</u>	<u>Portland Cement Concrete Paving</u>	<u>08/15/2011</u>

Division 03 - CONCRETE

<u>03010</u>	<u>Concrete Work</u>	<u>08/15/2011</u>
<u>03111</u>	<u>Insulating Concrete Forms</u>	<u>08/15/2011</u>

Division 04 - MASONRY

<u>04200</u>	<u>Unit Masonry</u>	<u>08/15/2011</u>
<u>04700</u>	<u>Manufactured Masonry</u>	<u>08/15/2011</u>

Division 05 - METALS

<u>05090</u>	<u>Metal Fasteners</u>	<u>08/15/2011</u>
<u>05120</u>	<u>Structural Steel Framing</u>	<u>08/15/2011</u>
<u>05400</u>	<u>Cold-Formed Metal Framing</u>	<u>08/15/2011</u>

Division 06 - WOOD AND PLASTICS

<u>06100</u>	<u>Rough Carpentry</u>	<u>08/15/2011</u>
<u>06175</u>	<u>Shop-Fabricated Wood Trusses</u>	<u>08/15/2011</u>
<u>06200</u>	<u>Finish Carpentry</u>	<u>08/15/2011</u>

Division 07 - THERMAL & MOISTURE PROTECTION

<u>07181</u>	<u>Traffic Coatings – Acrylic</u>	<u>08/15/2011</u>
<u>07210</u>	<u>Building Insulation</u>	<u>08/15/2011</u>
<u>07212</u>	<u>Spray Foam Insulation</u>	<u>08/15/2011</u>
<u>07260</u>	<u>Vapor Retarders</u>	<u>08/15/2011</u>
<u>07311</u>	<u>Asphalt Shingles</u>	<u>08/15/2011</u>
<u>07460</u>	<u>Siding</u>	<u>08/15/2011</u>
<u>07600</u>	<u>Flashing and Sheet Metal</u>	<u>08/15/2011</u>
<u>07630</u>	<u>Sheet Metal Roofing</u>	<u>08/15/2011</u>
<u>07915</u>	<u>Specialties</u>	
	<u>Sealants, Caulking and Seals</u>	<u>08/15/2011</u>

Division 08 – DOORS AND WINDOWS

<u>08110</u>	<u>Steel Doors and Frames</u>	<u>08/15/2011</u>
<u>08143</u>	<u>Stile and Rail MDF Doors</u>	<u>08/15/2011</u>
<u>08520</u>	<u>Aluminum Windows</u>	<u>08/15/2011</u>
<u>08710</u>	<u>Door Hardware</u>	<u>08/15/2011</u>
<u>08800</u>	<u>Glazing</u>	<u>08/15/2011</u>

Division 09 – FINISHES

<u>09220</u>	<u>Portland Cement Plaster (Stucco)</u>	<u>08/15/2011</u>
<u>09255</u>	<u>Gypsum Board Assemblies</u>	<u>08/15/2011</u>
<u>09300</u>	<u>Tile</u>	<u>08/15/2011</u>
<u>09510</u>	<u>Acoustical Ceilings</u>	<u>08/15/2011</u>
<u>09680</u>	<u>Carpet</u>	<u>08/15/2011</u>
<u>09900</u>	<u>Painting</u>	<u>08/15/2011</u>

Division 10 – SPECIALTIES

<u>10440</u>	<u>Fire Extinguishers, Cabinets & Accessories</u>	<u>08/15/2011</u>
<u>10503</u>	<u>Metal Lockers</u>	<u>08/15/2011</u>
<u>10800</u>	<u>Toilet and Bath Accessories</u>	<u>08/15/2011</u>

Division 15 – MECHANICAL

<u>15010</u>	<u>Mechanical Basic Requirements</u>	<u>08/15/2011</u>
<u>15250</u>	<u>Mechanical Insulation</u>	<u>08/15/2011</u>
<u>15400</u>	<u>Plumbing</u>	<u>08/15/2011</u>
<u>15512</u>	<u>Condensate Drain Piping</u>	<u>08/15/2011</u>
<u>15670</u>	<u>Condensing Units</u>	<u>08/15/2011</u>
<u>15767</u>	<u>Electric Unit Heaters</u>	<u>08/15/2011</u>
<u>15855</u>	<u>Air Handling Units – Factory Fabricated</u>	<u>08/15/2011</u>
<u>15865</u>	<u>Fans</u>	<u>08/15/2011</u>
<u>15885</u>	<u>Air Cleaning</u>	<u>08/15/2011</u>
<u>15890</u>	<u>Ductwork</u>	<u>08/15/2011</u>

15940
15990

Air Inlets & Outlets
Testing, Adjusting &
Balancing

08/15/2011
08/15/2011

Division 16 –
ELECTRICAL
16050

Basic Electrical
Materials and Methods
Grounding & Bonding
Hangers and Supports
for Electrical System

08/15/2011
08/15/2011
08/15/2011
08/15/2011

16060
16073

Electrical Identification
Conductors and Cables
Raceways and Boxes
Wiring Devices
Enclosed Switches and
Circuit Breakers

08/15/2011
08/15/2011
08/15/2011
08/15/2011
08/15/2011

16075
16120
16130
16140
16410

Panelboards
Communications
Equipment Room
Fittings

08/15/2011
08/15/2011

16442
16714

<u>A0</u>	<u>Project</u>	<u>08/15/2011</u>
<u>A1</u>	<u>Information/Cover Sheet</u>	
<u>A2</u>	<u>Arch. Master Site Plan</u>	<u>08/15/2011</u>
<u>A3</u>	<u>Trans. Ctr Floor Plan</u>	<u>08/15/2011</u>
	<u>Plan Details,</u>	<u>08/15/2011</u>
	<u>Head/Jamb/Sill</u>	
<u>A4</u>	<u>Trans. Ctr Wall Sections</u>	<u>08/15/2011</u>
<u>S1</u>	<u>Foundation & Roof</u>	<u>08/15/2011</u>
	<u>Framing Plans</u>	
<u>S2</u>	<u>Gen. Notes, FND</u>	<u>08/15/2011</u>
	<u>Sections & Details</u>	
<u>S3</u>	<u>Roof Framing Sections</u>	<u>08/15/2011</u>
	<u>and Details</u>	
<u>C-1</u>	<u>Final Site Plan Cover</u>	<u>08/15/2011</u>
<u>C-2</u>	<u>General Notes</u>	<u>08/15/2011</u>
<u>C-3</u>	<u>Storm Water Pollution</u>	<u>08/15/2011</u>
	<u>Prevention Plan</u>	
<u>C-4</u>	<u>Existing Conditions</u>	<u>08/15/2011</u>
	<u>Survey</u>	
<u>C-5</u>	<u>Clearing and Erosion</u>	<u>08/15/2011</u>
	<u>Control Plan</u>	
<u>C-6</u>	<u>Site Layout Plan</u>	<u>08/15/2011</u>
<u>C-7</u>	<u>Paving, Grading and</u>	<u>08/15/2011</u>
	<u>Drainage Plan</u>	
<u>C-8</u>	<u>Utilities Plan</u>	<u>08/15/2011</u>
<u>C-9</u>	<u>Construction Details</u>	<u>08/15/2011</u>
<u>C-10</u>	<u>Utility Details</u>	<u>08/15/2011</u>
<u>LA1</u>	<u>Landscape Plan and</u>	<u>08/16/2011</u>
	<u>Details</u>	
<u>TP1</u>	<u>Tree Proection Plan and</u>	<u>08/16/2011</u>
	<u>Details</u>	
<u>IR1</u>	<u>Irrigation Plan and</u>	<u>09/19/2011 (Adden.#1)</u>
	<u>Details</u>	
<u>M1.1</u>	<u>(mechanical - untitled)</u>	<u>08/22/2011</u>
<u>M1.2</u>	<u>(mechanical - untitled)</u>	<u>08/22/2011</u>
<u>P1.1</u>	<u>(plumbing - untitled)</u>	<u>08/22/2011</u>
<u>E1.1</u>	<u>(electrical - untitled)</u>	<u>09/19/2011 (Adden.#1)</u>
<u>E2.1</u>	<u>(electrical - untitled)</u>	<u>09/19/2011 (Adden.#1)</u>
<u>E3.1</u>	<u>(electrical - untitled)</u>	<u>09/19/2011 (Adden.#1)</u>
<u>1</u>	<u>09/20/2011</u>	<u>20</u>
<u>2</u>	<u>09/22/2011</u>	<u>2</u>
<u>3</u>	<u>10/06/2011</u>	<u>2</u>

<u>Performance Bond</u>	<u>\$298,712.00 (100%)</u>
<u>Payment Bond</u>	<u>\$298,712.00 (100%)</u>
<u>General Information and Insurance</u>	<u>See Attachment 1</u>
<u>Requirement</u>	

...

Walter J. Boatright, Chair

Paul Bush, President

ATTEST TO CHAIR'S SIGNATURE

JOHN A. CRAWFORD, EX-OFFICIO CLERK

APPROVED AS TO FORM BY COUNTY ATTORNEY

DAVID A. HALLMAN

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David A. Hallman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:22:20 on 10/26/2011 under Order No. 0286514783_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

County Attorney

(Title)

11-14-11

(Dated)

SECTION 00 51 00

NOTICE OF AWARD

TO: Bush Construction Company, Inc.

CONTRACTOR

3741 Grant Road

ADDRESS

Jacksonville, FL 32207

CITY STATE ZIP

PROJECT: Nassau County Transportation Center
NAME

The Nassau County Board of County Commissioners has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids October 11, 20 11.

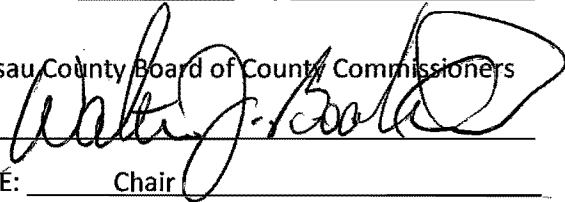
You are hereby notified that your Bid has been accepted for items in the amount of \$ 298,712.00. You are required to execute the Agreement in duplicate and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, the County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as abandoned and void.

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

Dated this 14th day November, 20 11.

Nassau County Board of County Commissioners

BY: 

TITLE: Chair

EBK
11/14/11
11/15/11

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Paul Bush
this 28th day of November 2011

BY: Paul Bush TITLE: President

Performance and Payment Bond

Public Work

Surety Bond No.: FLC75349

INSTR # 201128103, Book 1766, Page 580

Pages 6

Doc Type UNK, Recorded 11/28/2011 at 12:10 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$52.50

#1

As to the Contractor/Principal:

Name: Bush Construction Company Inc.Principal Business Address: 3741 Grant Road, Jacksonville, FL 32207Telephone: (904) 399-2308

As to the Surety:

Name: Merchants Bonding CompanyPrincipal Business Address: 2100 Fleur Drive, Des Moines, IA 50321Telephone: (800) 678-8171

As to the Owner of the Property/Contracting Public Entity:

Name: Nassau County Board of County CommissionersPrincipal Business Address: 96135 Nassau Place, Suite 1, Yulee, FL 32097Telephone: (904) 491-7380Project Description: Nassau County Transportation Center102 North 13th Street, Fernandina Beach, FL 32034Legal Description of Project: Nassau County Transportation Center102 North 13th Street, Fernandina Beach, FL 32034

This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that All provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/ payment bond(s) regardless of preprinted numbers on the other pages issued in compliance with Florida Statute 255.05

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No. FLC75349

KNOW ALL MEN BY THESE PRESENTS: that

Bush Construction Company Inc.
3741 Grant Road
Jacksonville, FL 32207

as Principal, hereinafter called the Contractor, and

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

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

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

as Obligee, hereinafter called the Owner, in the amount of Two Hundred Ninety Eight Thousand Seven Hundred Twelve and 00 /100 Dollars (\$298,712.00) 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 _____, entered into a contract with Owner for
Nassau County Transportation Center
102 North 13th Street, Fernandina Beach, FL 32034

In accordance with Drawings and Specifications prepared by

Miranda Architects
914 Atlantic Avenue, Suite 1E
Fernandina Beach, FL 32034

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

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.

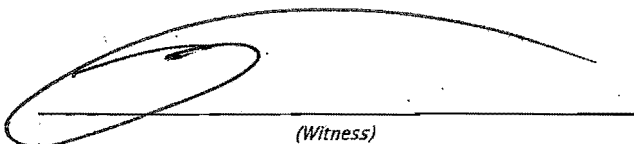
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

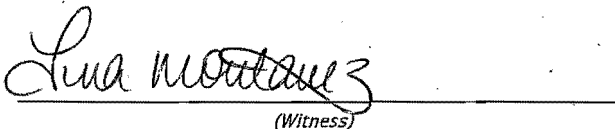
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

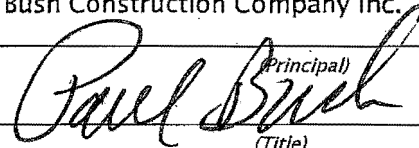
This bond in all respects shall be deemed a statutory bond and shall be governed by Section 255.05 or Section 713.23 Florida Statutes, whichever is applicable, including, but not limited to, the notice and time limitation provisions as set forth in Section 255.05(2) or Section 713.23, Florida Statutes.

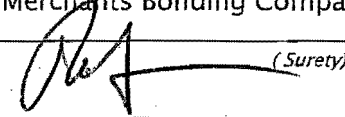
The Surety shall not be liable under this bond to the Obligee unless the said Obligee shall make payments to the Principal strictly in accordance with the terms of the original contract as to payments, and shall perform all the other obligations to be performed under said contract at the time in the manner therein set forth.

Signed and Sealed this _____ day of _____


(Witness)


(Witness)

Bush Construction Company Inc.

(Principal) (Seal)
(Title)

Merchants Bonding Company

(Surety) (Seal)
(Title)

Robert T. Theus, Attorney-In-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

Bond No. FLC75349

KNOW ALL MEN BY THESE PRESENTS: that

Bush Construction Company Inc.
3741 Grant Road
Jacksonville, FL 32207

As Principal, hereinafter called the Contractor, and

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

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

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 1
Yulee, FL 32097

As Oblige, hereinafter called the Owner, in the amount of Two Hundred Ninety Eight Thousand Seven Hundred Twelve and 00/100 Dollars (\$298,712.00) 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 _____, entered into a contract with Owner for
Nassau County Transportation Center
102 North 13th Street, Fernandina Beach, FL 32034

In accordance with Drawings and Specifications prepared by

Miranda Architects
914 Atlantic Avenue, Suite 1E
Fernandina Beach, FL 32034

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

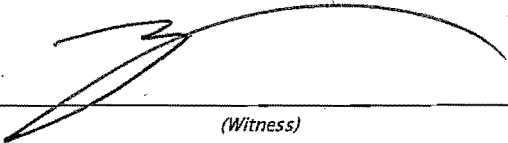
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as herein defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain 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.
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 judgement 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 of expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having 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 the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments 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.

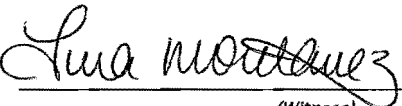
This bond in all respects shall be deemed a statutory bond and shall be governed by Section 255.05 or Section 713.23 Florida Statutes, whichever is applicable, including, but not limited to, the notice and time limitation provisions as set forth in Section 255.05(2) or Section 713.23, Florida Statutes.

The Surety shall not be liable under this bond to the Obligee unless the said Obligee shall make payments to the Principal strictly in accordance with the terms of the original contract as to payments, and shall perform all the other obligations to be performed under said contract at the time in the manner therein set forth.

Signed and Sealed this _____ day of _____,




(Witness)



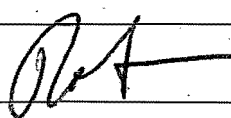
(Witness)

Bush Construction Company Inc.



(Principal) (Seal)
(Title)

Merchants Bonding Company



(Surety) (Seal)
(Title)

Robert T. Theus, Attorney-In-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Fitzhugh K. Powell, Jr., Robert T. Theus, Roger R. Hurst, Susan W. Jordan, Walter N. Myers,
Benjamin Powell

of Jacksonville and State of Florida its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000.00) DOLLARS

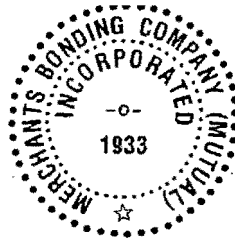
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 29th day of October, 2010.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 29th day of October, 2010, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

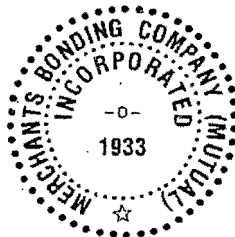


Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this _____ day of _____



William Warner Jr.
Secretary



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377 Fax: 904-321-2658

CS-11-077
Charlotte J. Young, CPPB
Contract Manager
cyoung@nassaucountyfl.com

Dawn Krass
Contract Specialist
dkrass@nassaucountyfl.com

NOTICE TO PROCEED

December 28, 2011

Paul Bush, President
Bush Construction Company Inc.
3741 Grant Road
Jacksonville, Florida 32097

SUBJECT: Notice to Proceed
Nassau County Transportation Center
Contract No. CM1799

Dear Mr. Bush,

You are hereby notified to commence the work for the project referenced above in accordance with the Agreement dated November 14, 2011 on or before January 3, 2012. You are required to complete the work in accordance with the provisions of the Agreement.

Substantial Completion for this contract is 120 calendar days after the effective date of the Notice to Proceed and Final Completion is 30 calendar days after Substantial Completion. Therefore, the Substantial Completion date is established as May 2, 2012 and Final Completion must be achieved by June 1, 2012.

All work must be conducted in strict accordance with the contract specifications, terms and conditions.

We look forward to working together on this project. Your point of contact is José L. Miranda, Jr., Miranda Architects at 904-261-4586.

You are required to acknowledge copy of this NOTICE TO PROCEED to the Owner.

Nassau County, Florida
Nassau County Contract Management

Charlotte J. Young
Charlotte J. Young, CPPB
Contract Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Paul Bush
Bush Construction Company Inc.

this 30 day of Dec, 2011.

By: Paul Bush

Printed Name: Paul Bush

Title: President