

**SECTION 00 52 15****AGREEMENT**

THIS AGREEMENT is dated as of the 24th day of September in the year 2012 by and between the Board of County Commissioners, Nassau County (Owner) and Besch and Smith Civil Group, 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:

This project consists of the construction of Phase I of Loop Road, connecting the existing Christian Way and License Road, including improvements to those existing roads (milling and resurfacing and pavement widening). The work to be performed is generally described as construction roadway improvements to a two lane rural road and includes:

- Existing roadway, milling and leveling and resurfacing of existing asphalt pavement.
- Repavement of driveways within the Right of Way.
- Sidewalk construction
- Drainage improvements.
- Erosion control.
- Traffic maintenance and protection.
- Seeding and sodding of disturbed areas.
- Signage and pavement markings.
- Excavation and removal of landfill debris within project area

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:

**Loop Road Phase I Roadway Construction Project  
Bid Number NC10-004 Nassau County, Florida**

**ARTICLE 3 - ENGINEER OF RECORD**

**3.01** The Project has been designed by Gillette & Associates, Inc., who is to act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer of Record 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 the County 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**

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 45 calendar days from the date of substantial completion. Total contract time shall be 169 Calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so that total days equal 169 calendar days.

**4.03 Liquidated Damages**

- A. Contractor and the County recognize that time is of the essence of this Agreement and that the County 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 the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$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 the County, Contractor shall pay the County \$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 The County 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 5.01 B 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:

Four hundred fifty-seven thousand one hundred fifty-nine dollars and seventy-six cents (457,159.76)

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 of Record 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 the County as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. The County 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 of Record may determine or the County 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% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50% 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, the County 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 of Record shall determine or the County 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, the County shall pay the remainder of the Contract Price as recommended by Engineer of Record 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 the County 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 the County 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 of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record 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. The County 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 the County 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, the County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor, and Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and Contractor or identified by Engineer of Record 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: 

Title: Chairman

Date: September 24, 2012

[CORPORATE SEAL]

Attest: 

Title: Ex-Officio Clerk

Address for giving notices: 96135 Nassau Place, Suite 6

Yulee, FL 32097

Phone: 904-491-7377 FAX: 904-321-2658

MES  
9.26.12

CONTRACTOR

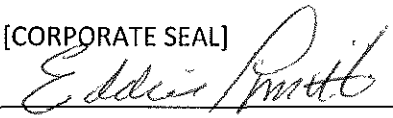
Besch and Smith Civil Group, Inc.

Signed: 

Title: President

Date: 9/10/12

[CORPORATE SEAL]

Attest: 

Title: Vice President

Address for giving notices: 345 Cumberland Industrial

St. Augustine FL 32095

Phone: 904-260-6393 FAX: 904-338-0226

License CU1224085

(Where applicable)

Approved as to form by County Attorney

Agent for service of process: 

Signature

(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.)

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

# Performance and Payment Bond

## Public Work

**Surety Bond No.: FLC81417**

INSTR # 201226620, Book 1818, Page 1263  
Pages 6  
Doc Type UNK, Recorded 10/10/2012 at 12:50 PM,  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$52.50  
#1

As to the Contractor/Principal:

Name: **Besch and Smith Civil Group, Inc.**

Principal Business Address: **345 Cumberland Industrial Court, St. Augustine, FL 32095**

Telephone: **(904) 260-6393**

As to the Surety:

Name: **Merchants Bonding Company**

Principal Business Address: **2100 Fleur Drive, Des Moines, IA 50321**

Telephone: **(800) 678-8171**

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

Name: **Nassau County Board of County Commissioners**

Principal Business Address: **96135 Nassau Place, Suite 6, Yulee, FL 32097**

Telephone: **(904) 591-7377**

**Project Description: Loop Road Phase 1 Roadway Construction Bid #NC10-004**

**Legal Description of Project: Loop Road Phase 1 Roadway Construction Bid #NC10-004**

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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*

SECTION 00 61 16

PAYMENT BOND

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

Bond #FLC81417

CONTRACTOR (Name and Address): Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Court, St. Augustine, FL 32095

SURETY (Name and Address of Principal Place of Business): Merchants Bonding Company 2100 Fleur Drive, Des Moines, IA 50321

OWNER (Name and Address): Nassau County Board of County Commissioners 96135 Nassau Place, Suite 6, Yulee, FL 32097

CONTRACT

Date: September 24, 2012

Amount: \$457,159.76

Description (Name and Location): Loop Road Phase 1 Roadway Construction Bid #NC10-004 Nassau County, FL

BOND

Bond Number: FLC81417

Date (Not earlier than Contract Date): October 2, 2012

Amount: \$457,159.76

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: Besch and Smith Civil Group, Inc.

Signature: Nicole Besch (Seal) Name and Title: Nicole Besch / President

Merchants Bonding Company (Seal) Surety's Name and Corporate Seal

By: [Signature] Signature and Title Robert T. Theus (Attach Power of Attorney) Attorney-In-Fact

Attest: [Signature] Signature and Title Tina Montanez Witness

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Name and Title:

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, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

SECTION 00 61 15

PERFORMANCE BOND

Bond #FLC81417

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

<b>CONTRACTOR (Name and Address):</b> Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Court, St. Augustine, FL 32095	<b>SURETY (Name and Address of Principal Place of Business):</b> Merchants Bonding Company 2100 Fleur Drive Des Moines, IA 50321
<b>OWNER (Name and Address):</b> Nassau County Board of County Commissioners 96135 Nassau Place, Suite 6, Yulee, FL 32097	

CONTRACT

Date: September 24, 2012

Amount: \$457,159.76

Description (Name and Location): Loop Road Phase 1 Roadway Construction  
Bid #NC10-004  
Nassau County, FL

BOND

Bond Number: FLC81417

Date (Not earlier than Contract Date): October 2, 2012

Amount: \$457,159.76

Modifications to this Bond Form:

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: Besch and Smith Civil Group, Inc.

Signature: Nicole Besch (Seal)  
Name and Title: Nicole Besch / President

SURETY

Merchants Bonding Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title Robert T. Theus  
(Attach Power of Attorney) Attorney-In-Fact

Attest: Tina Montanez  
Signature and Title Tina Montanez  
Witness

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

**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.**

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

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

of Jacksonville and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their 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:

**FOURTEEN MILLION (\$14,000,000.00) DOLLARS**

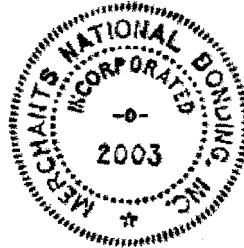
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President 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.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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, the Companies have caused this instrument to be signed and sealed this 17th day of July, 2012.



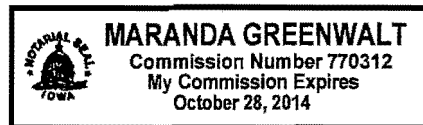
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 17th day of July, 2012, 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) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards 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.



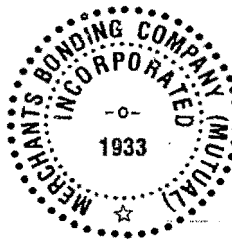
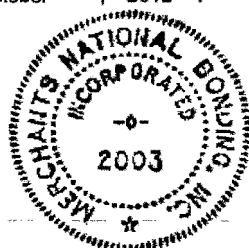
*Maranda Greenwalt*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, 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 Companies on this 2nd day of October, 2012.



*William Warner Jr.*  
Secretary

SECTION 00 51 00

NOTICE OF AWARD

TO: Besch and Smith Civil Group, Inc.

CONTRACTOR

345 Cumberland Industrial Court

ADDRESS

St. Augustine, FL 32095

CITY STATE ZIP

PROJECT: Loop Road – Phase 1 Roadway Construction

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 August 28, 2012.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 457,159.76. 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 24th day September, 2012.

Nassau County Board of County Commissioners  
BY:   
TITLE: Chairman



ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Nicole Besch  
this 27<sup>th</sup> day of September, 2012

BY: Nicole Besch TITLE: President

CS-11-274

NOTICE TO PROCEED

TO: BESCH AND SMITH CIVIL GROUP, INC.  
345 CUMBERLAND INDUSTRIAL COURT  
ST AUGUSTINE, FL 32095

PROJECT: Loop Road Phase I Roadway Construction Project  
Bid Number NC12-004  
Nassau County, Florida

You are hereby notified to commence work in accordance with the Agreement dated September 24, 2012.

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

The Contract time for Final Completion is 45 consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run November 5, 2012.

The date of Substantial Completion is March 8, 2013.

The date of Final Completion is April 22, 2013

Nassau County Board of County Commissioners (or designee)

BY: JONATHAN P. PAGE  
TITLE: ENGINEER TIC  
DATE: 10/25/12

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 this Notice to Proceed is hereby acknowledged this 25<sup>th</sup> day of October, 2012.

BY: Nyasa Besch  
TITLE: President

RECEIVED  
OFFICE OF CLERK OF COMMISSIONERS  
NASSAU COUNTY FLORIDA  
OCT 30 PM 3:55