

09-11-245

Contract Tracking No. CM1871

SECTION 00 52 15

AGREEMENT

THIS AGREEMENT is dated as of the 18th day of July in the year 2012 by and between Nassau County Board of County Commissioners (Owner) and Hubbard Construction Company (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 widening, leveling and overlay of pavement from County Road 121 right-of-way to Conner Nelson Road right-of-way. The work to be performed is generally described as widening and resurfacing of a two lane rural road and includes:

- Cutting trenches to widen the pavement.
- Performing embankment work on shoulders to match pavement profile.
- Constructing an asphalt base.
- Milling pavement in specific rutted areas.
- Leveling the existing asphalt.
- Overlay of existing asphalt pavement.
- Traffic maintenance and protection.
- Pavement markings and signage.
- Placing seed and mulch.

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:

**Bay Road Widening & Resurfacing Project (from CR 121 to Conner Nelson Road)  
Bid Number NC12-003 Nassau County, Florida**

*Handwritten mark*

**ARTICLE 3 - ENGINEER OF RECORD**

- 3.01 The managing authority for this project shall be the Nassau County Public Works Director, J. Scott Herring, P.E. or his authorized designee.

**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 100 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 20 calendar days from the date of substantial completion. Total contract time shall be 120 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 120 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:  
Nine hundred forty-seven thousand nine hundred eighty-three dollars and forty-eight cents (\$947,983.48)

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**

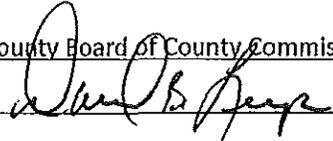
- A. The County entered into a Small County Road Assistance Agreement with the State of Florida, Department of Transportation (Department), dated October 27, 2011, Financial Project No. 428203-1-58-01, pursuant to Section 339.2818, Florida Statutes, to provide funds for this project. Contractor agrees to be bound by the requirements of the FDOT-SCOP agreement, Incorporate by reference as if set forth herein.
  
- B. Pursuant to the requirements of the FDOT-SCOP agreement, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.
  
- C. **Florida Statute 255.099 (Preference to State residents)**
  - 1. Contractor agrees to give PREFERENCE to the employment of STATE residents in the performance of the work on the project if STATE residents have substantially equal qualifications to those of nonresidents.
    - a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.
  
    - b) A contractor required to employ STATE residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the STATE's job bank system

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

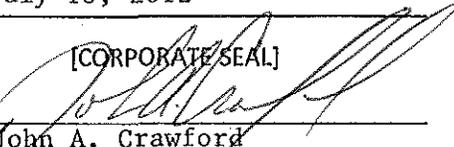
Nassau County Board of County Commissioners

Signed: 

Title: Chairman

Date: July 18, 2012

[CORPORATE SEAL]

Attest: 

Title: John A. Crawford

Title: Ex-Officio Clerk

Address for giving notices:

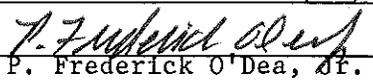
76347 Veterans Way, Suite 1010

Yulee, FL 32097

Phone: 904-548-4500 FAX: \_\_\_\_\_

CONTRACTOR

Hubbard Construction Company

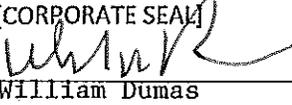
Signed: 

P. Frederick O'Dea, Jr.

Title: Vice President & Secretary

Date: July 12, 2012

[CORPORATE SEAL]

Attest: 

Title: William Dumas

Title: Asst. Secretary

Address for giving notices:

P.O. Box 547217

Orlando, FL 32854-7217

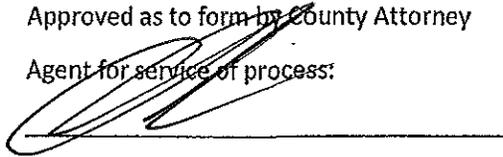
Phone: 407-645-5500 FAX: 407-623-3865

License CGC-059695

(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.)

MES  
07-18-12

**Bid Summary – Bay Road Widening & Resurfacing Project, Bid No. NC12-003:**

**Bid Calculations Review – The following bid calculation errors were noted:**

- Anderson Columbia > blatant error for bid item #2 – MOT; entered a lump sum total of \$33,097.15 in the unit price and extended total amount. Bidder clarified this error; the unit price is calculated as \$1,103.238333 (30 days x \$1,103.238333 = \$33,097.15).
- Duval Asphalt Products > calculation error for the base bid (item #1-18)

**Alternate A**

- Base Bid Amount - \$633,558.89 – Corrected Amount \$566,091.00
- Sub-Total Base Bid/Alt. A - \$1,188,946.89 – Corrected Amount \$1,121,479.00
- Total Base Bid/Alt. A/Add On's - \$1,530,396.89 – Corrected Amount \$1,462,929.00

**Alternate B**

- Base Bid Amount - \$633,558.89 – Corrected Amount \$566,091.00
- Sub-Total Base Bid/Alt. B - \$957,561.89 – Corrected Amount \$890,094.00
- Total Base Bid/Alt. A/Add On's - \$1,462,929.00 – Corrected Amount \$1,231,544.00

**Evaluation below based on Base Bid plus Alternative A (no additives)**

**Apparent Low Bidder – Hubbard Construction Company > \$947,983.48**

**Next Lowest Bidder – Anderson Columbia > \$986,295.74**

**Difference Between Apparent Low and next Lowest Bidder > \$38,312.26 (4.04%)**

**Engineer's Estimate > \$1,067,571.20**

**Difference Between Apparent Low and Engineer's Estimate > -\$119,587.72 (-12.61 %)**

**Spread Across Bidders - all bids range from 4.04% to 18.30% difference compared to the low bid**

**Unit Costs of Concern:**

Pay Item	Description	Unit	Quantity	Hubbard	Average Unit Cost	Minimum Unit Cost	Maximum Unit Cost
101-1	Mobilization	LS	1	\$7,000.00	\$43,297.85	\$7,000.00	\$100,000.00
102-2	MOT	Day	30	\$710.00	\$9,170.54	\$710.00	\$1,750.00
120-1	Reg. Excav.	CY	15,800	\$0.40	\$3.42	\$0.40	\$10.75

**Comments** – Overall no major irregularities found. It appears that the biggest difference was in the mobilization, maintenance of traffic and regular excavation. It was determined that there is no reason not to select the lowest responsive bidder.

**Recommendation** - Recommend award to Hubbard Construction Company (Base Bid plus Alternative A only – no additives) in the amount of \$947,983.48

## SUMMARY OF BID

CONTRACT MANAGEMENT  
96135 Nassau Place  
Yulee, Florida 32097

PROJECT: BAY ROAD WIDENING & RESURFACING  
LOCATION HILLIARD, FLORIDIA  
BID NO.: NC12-003

BID DATE/TIME:  
BID LOCATION:

THURSDAY, JUNE 14, 2012  
Judicial Annex  
76347 Veterans Way, Yulee, FL

NAME OF BIDDER	TOTAL BASE BID	ALTERNATES	TOTAL BID (Including Alternates)	REMARKS
Anderson Columbia	\$414,578.74	Alternate A \$571,717.00 Alternate B \$549,846.00	Bid Additives \$119,439.35 Total Base Bid w/Alt.A \$986,295.74	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)
APAC-Southeast	\$473,560.90	Alternate A \$627,444.00 Alternate B \$378,932.00	Bid Additives \$475,500.00 Total Base Bid w/Alt.A \$1,101,004.90	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)
Duval Asphalt Products	\$566,091.00	Alternate A \$555,388.00 Alternate B \$324,003.00	Bid Additives \$341,450.00 Total Base Bid w/Alt.A \$1,121,479.00	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)
Hubbard Construction	\$340,942.48	Alternate A \$607,041.00 Alternate B \$381,960.00	Bid Additives \$118,536.52 Total Base Bid w/Alt.A \$947,985.48	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)

**Notes:**

Anderson Columbia: missing page 2-3 & 5 from 00-41-15 Bid Form

Duval Asphalt Products: missing page 1-3, 5 & 8 from 00-41-15 Bid Form; No acknowledgement of receipt of addendum

Hubbard Construction Company: Acknowledged receipt of addendum under Section 3.01 of the bid form but did not return signature page of the actual adden.

Contract Management  
Prepared by: Charlotte J. Young  
Report Date: 6/15/2012, 9:05 AM

PROJECT: BAY ROAD WIDENING & RESURFACING  
 LOCATION: HILLIARD, FLORIDA  
 BID NUMBER: NC12-003  
 BID OPENING DATE: THURSDAY, JUNE 14, 2012

	UNIT	EST. QUAN.	Anderson Columbia		APAC-Southeast			
			UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
1	101-1	MOBILIZATION	LS	1	\$56,191.38	\$56,191.38	\$100,000.00	\$100,000.00
2	102-2	MAINTENANCE OF TRAFFIC	DAY	30	\$33,097.15	\$33,097.15	\$1,125.02	\$33,750.60
3	120-1	REGULAR EXCAVATION	CY	15,800	\$1.41	\$22,278.00	\$1.12	\$17,696.00
4	285-7	OPTIONAL BASE (BASE GROUP B)	SY	4,800	\$27.78	\$133,344.00	\$28.67	\$137,616.00
5	327-70-10	MILLING EXISTING ASPHALT PAVEMENT (5" AVG. DEPTH)	SY	280	\$26.20	\$7,336.00	\$36.06	\$10,096.80
6	334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) 50 LB/SY LEVELING COURSE W/50% RAP	TN	1,000	\$92.15	\$92,150.00	\$93.09	\$93,090.00
7	546-71	RAISED RUMBLE STRIP	LF	290	\$5.30	\$1,537.00	\$5.00	\$1,450.00
8	700-20-11	SINGLE POST SIGN, F&I (LESS THAN 12 SF)	EA	6	\$481.93	\$2,891.58	\$408.00	\$2,448.00
9	705-10-2	OBJECT MARKER, TYPE 2 (WHITE)	EA	30	\$84.74	\$2,542.20	\$85.00	\$2,550.00
10	705-10-2	OBJECT MARKER, TYPE 2 (YELLOW)	EA	18	\$84.74	\$1,525.32	\$85.00	\$1,530.00
11	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3R)	EA	6	\$146.17	\$877.02	\$212.00	\$1,272.00
12	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3L)	EA	6	\$146.17	\$877.02	\$212.00	\$1,272.00
13	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	800	\$3.18	\$2,544.00	\$3.00	\$2,400.00
14	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	120	\$3.18	\$381.60	\$3.00	\$360.00
15	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID (6")	NM	5.51	\$4,475.07	\$24,657.64	\$4,225.00	\$23,279.75
16	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID (18")	LF	380	\$4.24	\$1,611.20	\$4.00	\$1,520.00
17	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID (6")	NM	5.51	\$4,475.07	\$24,657.64	\$4,225.00	\$23,279.75
18	570-1	SEED AND MULCH	SY	19,000	\$0.32	\$6,080.00	\$1.05	\$19,950.00
<b>SUB-TOTAL BASE BID (ITEMS 1 TO 81)</b>						\$414,578.74		\$473,560.90
<b>ALTERNATIVE A</b>								
19a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.5" LIFT W/50% RAP	TN	3,500	\$78.17	\$273,595.00	\$83.07	\$290,745.00
19b	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1" LIFT W/15% RAP	EN	3,300	\$84.97	\$280,401.00	\$98.41	\$324,753.00
19c	327-70-8	MILLING 2-1/2" AVG. DEPTH	SY	3,300	\$5.37	\$17,721.00	\$3.62	\$11,946.00
<b>SUB-TOTAL ALTERNATIVE A</b>						\$571,717.00		\$627,444.00
<b>ALTERNATIVE B</b>								
20a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.75" LIFT W/15% RAP	AC	4,000	\$83.32	\$333,280.00	\$92.06	\$368,240.00
85	327-70-13	MILLING 1-3/4" AVG. DEPTH	SY	3,300	\$5.02	\$16,566.00	\$3.24	\$10,692.00
<b>SUB-TOTAL ALTERNATIVE B</b>						\$349,846.00		\$378,932.00
<b>BID ADDITIVES</b>								
21	120-2-2	BORROW EXCAVATION	CY	6,100	\$12.24	\$74,664.00	\$20.00	\$122,000.00
22	120-6	EMBANKMENT	CY	21,900	\$0.67	\$14,673.00	\$15.00	\$328,500.00
23	104	EROSION CONTROL	LS	1	\$30,102.35	\$30,102.35	\$25,000.00	\$25,000.00
<b>SUB-TOTAL BID ADDITIVES</b>						\$119,439.35		\$475,500.00
<b>TOTAL BASE BID (ITEMS 1 TO 18)</b>						\$414,578.74		\$473,560.90
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A</b>						\$986,295.74		\$1,101,004.90
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B</b>						\$764,424.74		\$852,492.90
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A &amp; ADDITIVES</b>						\$1,105,735.09		\$1,576,504.90
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B &amp; ADDITIVES</b>						\$883,864.09		\$1,327,992.90

Percentage difference from low bid (based on base bid plus Alternate A w/ no additives)

-4.04%

-16.14%

PROJECT: BAY ROAD WIDENING & RESURFACING  
 LOCATION: HILLIARD, FLORIDA  
 BID NUMBER: NC12-003  
 BID OPENING DATE: THURSDAY, JUNE 14, 2012

			UNIT	EST. QUAN.	Duval Asphalt Products		Hubbard Construction		AVERAGE UNIT PRICE
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	101-1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$43,297.85
2	102-2	MAINTENANCE OF TRAFFIC	DAY	30	\$1,750.00	\$52,500.00	\$710.00	\$21,300.00	\$9,170.54
3	120-1	REGULAR EXCAVATION	CY	15,800	\$10.75	\$169,850.00	\$0.40	\$6,320.00	\$3.42
4	285-7	OPTIONAL BASE (BASE GROUP 6)	SY	4,800	\$28.72	\$137,856.00	\$24.76	\$118,848.00	\$27.48
5	327-70-10	MILLING EXISTING ASPHALT PAVEMENT (5" AVG. DEPTH)	SY	280	\$21.31	\$5,966.80	\$48.16	\$13,484.80	\$32.93
6	334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) 50 LB/SY LEVELING COURSE W/50% RAP	TN	1,000	\$104.05	\$104,050.00	\$101.00	\$101,000.00	\$97.57
7	546-71	RAISED RUMBLE STRIP	LF	290	\$7.50	\$2,175.00	\$5.44	\$1,577.60	\$5.81
8	700-20-11	SINGLE POST SIGN, F&I (LESS THAN 12 SF)	EA	6	\$428.00	\$2,568.00	\$444.00	\$2,664.00	\$440.48
9	705-10-2	OBJECT MARKER, TYPE 2 (WHITE)	EA	30	\$89.25	\$2,677.50	\$92.50	\$2,775.00	\$87.87
10	705-10-2	OBJECT MARKER, TYPE 2 (YELLOW)	EA	18	\$89.25	\$1,606.50	\$92.50	\$1,665.00	\$87.87
11	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3R)	EA	6	\$222.60	\$1,335.60	\$230.00	\$1,380.00	\$202.69
12	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3L)	EA	6	\$222.60	\$1,335.60	\$230.00	\$1,380.00	\$202.69
13	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	800	\$4.00	\$3,200.00	\$3.26	\$2,608.00	\$3.36
14	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	120	\$4.00	\$480.00	\$3.26	\$391.20	\$3.36
15	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID (6")	NM	5.51	\$4,500.00	\$24,795.00	\$4,594.00	\$25,312.94	\$4,448.52
16	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID (18")	LF	380	\$5.00	\$1,900.00	\$4.35	\$1,653.00	\$4.40
17	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID (6")	NM	5.51	\$4,500.00	\$24,795.00	\$4,594.00	\$25,312.94	\$4,448.52
18	570-1	SEED AND MULCH	SY	19,000	\$1.00	\$19,000.00	\$0.33	\$6,270.00	\$0.68
SUB-TOTAL BASE BID (ITEMS 1 TO 31)						\$566,091.00		\$340,942.43	
ALTERNATIVE A									
19a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.5" LIFT W/50% RAP	TN	3,500	\$79.19	\$277,165.00	\$82.53	\$288,855.00	\$90.74
19b	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1" LIFT W/15% RAP	EN	3,300	\$80.62	\$266,046.00	\$92.90	\$306,570.00	\$99.23
19c	327-70-8	MILLING 2-1/2" AVG. DEPTH	SY	3,300	\$3.69	\$12,177.00	\$3.52	\$11,616.00	\$4.05
SUB-TOTAL ALTERNATIVE A						\$555,388.00		\$607,041.00	
ALTERNATIVE B									
20a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.75" LIFT W/15% RAP	AC	4,000	\$78.27	\$313,080.00	\$92.19	\$368,760.00	\$86.46
85	327-70-13	MILLING 1-3/4" AVG. DEPTH	SY	3,300	\$3.31	\$10,923.00	\$4.00	\$13,200.00	\$3.89
SUB-TOTAL ALTERNATIVE B						\$324,003.00		\$381,960.00	
BID ADDITIVES									
21	120-2-2	BORROW EXCAVATION	CY	6,100	\$7.00	\$42,700.00	\$7.16	\$43,676.00	\$11.60
22	120-6	EMBANKMENT	CY	21,900	\$12.50	\$273,750.00	\$3.00	\$65,700.00	\$7.79
23	104	EROSION CONTROL	LS	1	\$25,000.00	\$25,000.00	\$9,160.52	\$9,160.52	\$22,315.72
SUB-TOTAL BID ADDITIVES						\$341,450.00		\$118,536.52	
TOTAL BASE BID (ITEMS 1 TO 18)						\$566,091.00		\$340,942.43	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A						\$1,121,479.00		\$947,983.43	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B						\$890,094.00		\$722,902.43	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A & ADDITIVES						\$1,462,929.00		\$1,066,520.00	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B & ADDITIVES						\$1,231,544.00		\$841,439.00	

Percentage difference from low bid (based on base bid plus Alternate A w/ no additives)

-18.30%

0.00%

PROJECT: BAY ROAD WIDENING & RESURFACING  
 LOCATION: HILLIARD, FLORIDA  
 BID NUMBER: NC12-003  
 BID OPENING DATE: THURSDAY, JUNE 14, 2012

COMPARISON BETWEEN LOW BID AND ENGINEER'S ESTIMATE

			UNIT	EST. QUAN.	ENGINEER'S ESTIMATE		Hubbard Construction		AVERAGE UNIT PRICE
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	101-1	MOBILIZATION	LS	1	\$39,100.00	\$39,100.00	\$7,000.00	\$7,000.00	\$43,297.85
2	102-2	MAINTENANCE OF TRAFFIC	DAY	30	\$1,000.00	\$30,000.00	\$710.00	\$21,300.00	\$9,170.54
3	120-1	REGULAR EXCAVATION	CY	15,900	\$8.50	\$1,02,700.00	\$0.40	\$6,320.00	\$3.42
4	285-7	OPTIONAL BASE (BASE GROUP 6)	SY	4,800	\$15.00	\$72,000.00	\$24.76	\$118,848.00	\$27.48
5	327-70-10	MILLING EXISTING ASPHALT PAVEMENT (5" AVG. DEPTH)	SY	280	\$1.50	\$420.00	\$48.16	\$13,484.80	\$32.93
5	334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) 50 LB/SY LEVELING COURSE W/50% RAP	TN	1,000	\$90.00	\$90,000.00	\$101.00	\$101,000.00	\$97.57
7	546-71	RAISED RUMBLE STRIP	LF	290	\$20.00	\$5,800.00	\$5.44	\$1,577.60	\$5.81
6	700-20-11	SINGLE POST SIGN, F&J (LESS THAN 12 SF)	EA	6	\$265.00	\$1,590.00	\$444.00	\$2,654.00	\$440.48
9	705-10-2	OBJECT MARKER, TYPE 2 (WHITE)	EA	30	\$80.40	\$2,412.00	\$92.50	\$2,775.00	\$87.87
10	705-10-2	OBJECT MARKER, TYPE 2 (YELLOW)	EA	18	\$80.40	\$1,447.20	\$92.50	\$1,665.00	\$87.87
11	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3R)	EA	6	\$122.00	\$732.00	\$230.00	\$1,380.00	\$202.69
12	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3L)	EA	6	\$122.00	\$732.00	\$230.00	\$1,380.00	\$202.69
13	705-3	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	800	\$5.30	\$4,240.00	\$3.28	\$2,608.00	\$3.36
14	705-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	120	\$5.30	\$636.00	\$3.28	\$391.20	\$3.36
15	711-11-131	THERMOPLASTIC, STANDARD, WHITE, SOLID (6")	NM	5.51	\$4,550.00	\$25,070.50	\$4,594.00	\$25,312.94	\$4,448.52
16	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID (18")	LF	380	\$5.30	\$2,014.00	\$4.35	\$1,653.00	\$4.40
17	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID (6")	NM	5.51	\$4,550.00	\$25,070.50	\$4,594.00	\$25,312.94	\$4,448.52
18	570-1	SEED AND MULCH	SY	19,000	\$1.00	\$19,000.00	\$0.33	\$6,270.00	\$0.68
SUB-TOTAL BASE BID (ITEMS 1 TO 51)						\$422,970.20		\$340,942.48	
ALTERNATIVE A									
19a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.5" LIFT W/50% RAP	TN	3,500	\$88.50	\$309,750.00	\$82.53	\$288,855.00	\$80.74
19b	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1" LIFT W/15% RAP	EN	3,300	\$100.00	\$330,000.00	\$92.90	\$306,570.00	\$89.23
19c	327-70-8	MILLING 2-1/2" AVG. DEPTH	SY	3,300	\$1.47	\$4,851.00	\$3.52	\$11,616.00	\$4.05
SUB-TOTAL ALTERNATIVE A						\$644,601.00		\$607,041.00	
ALTERNATIVE B									
20a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.75" LIFT W/15% RAP	AC	4,000	\$100.00	\$400,000.00	\$92.19	\$368,760.00	\$86.46
85	327-70-13	MILLING 1-3/4" AVG. DEPTH	SY	3,300	\$1.23	\$4,059.00	\$4.00	\$13,200.00	\$3.89
SUB-TOTAL ALTERNATIVE B						\$404,059.00		\$381,960.00	
BID ADDITIVES									
21	120-2-2	BORROW EXCAVATION	CY	6,100	\$9.30	\$56,730.00	\$7.16	\$43,676.00	\$11.60
22	120-6	EMBANKMENT	CY	21,900	\$7.82	\$171,258.00	\$3.00	\$65,700.00	\$7.79
23	104	EROSION CONTROL	LS	1	\$50,000.00	\$50,000.00	\$9,180.52	\$9,180.52	\$22,315.72
SUB-TOTAL BID ADDITIVES						\$277,988.00		\$118,536.52	
TOTAL BASE BID (ITEMS 1 TO 18)						\$422,970.20		\$340,942.48	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A						\$1,067,571.20		\$947,983.48	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B						\$827,029.20		\$722,902.48	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A & ADDITIVES						\$1,345,559.20		\$1,066,520.00	
TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B & ADDITIVES						\$1,105,017.20		\$841,439.00	

Percentage difference from low bid (based on base bid plus Alternate A w/ no additives)

0.00%

11.20%

*Original to  
J. Moreno  
7/23/12*

**SECTION 00 61 15**

**PERFORMANCE BOND**

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

**CONTRACTOR (Name and Address):** Hubbard Construction Company  
 1936 Lee Road, Winter Park, FL 32789

**SURETY (Name and Address of Principal Place of Business):** Travelers Casualty and Surety Company of America  
 One Tower Square  
 Hartford, Connecticut 06183

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

**CONTRACT**

**Date:**

**Amount:** Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

**Description (Name and Location):** Bay Road Widening & Resurfacing Project  
 Bid No. NC12-003

**BOND**

**Bond Number:** 105767662

**Date (Not earlier than Contract Date):**

**Amount:** Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

**Modifications to this Bond Form:** None

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

**CONTRACTOR AS PRINCIPAL**  
 Company: Hubbard Construction Company

Signature: *P. Frederick O'Dea, Jr.* (Seal)  
 Name and Title:  
 P. FREDERICK O'DEA, JR.  
 Vice President & Secretary

**SURETY**  
 Travelers Casualty and Surety  
 Company of America (Seal)  
 Surety's Name and Corporate Seal

By: *Joseph D. Johnson, III*  
 Signature and Title Attorney-in-Fact and  
 (Attach Power of Attorney) Florida Resident Agent

Attest: *JoAnn H. Bebout*  
 Signature and Title JoAnn H. Bebout  
 Asst. Secretary

(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, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the County for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no the County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 The County has notified Contractor and Surety, at the address described in Paragraph 10 below, that the County is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the County, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the County's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The County has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3 The County has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When the County has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of the County, to perform and complete the Contract, or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors, or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the County for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the County and Contractor selected with the County's concurrence, to be secured with performance and payment bonds executed by a qualified

surety equivalent to the bonds issued on the Contract, and pay to the County the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the County resulting from Contractor Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to the County and, as soon as practicable after the amount is determined, tender payment therefore to the County; or
  2. Deny liability in whole or in part and notify the County citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the County to Surety demanding that Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County. If Surety proceeds as provided in Paragraph 4.4 and the County refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the County shall be entitled to enforce any remedy available to the County.
6. After the County has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to the County shall not be greater than those of Contractor under the Contract, and the responsibilities of the County to Surety shall not be greater than those of the County under the Contract. To a limit of the amount of this Bond, but subject to commitment by the County of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to the County or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the County or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, the County, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a stationary bond and not as a common law bond.

## 12. Definitions

- 12.1 **Balance of the Contract Price:** The total amount payable by the County to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by the County in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 12.2 **Contract:** The agreement between the County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 **Contractor Default:** Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4 **The County Default:** Failure of the County, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004889106

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, and Joseph D. Johnson III

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

SECTION 00 61 16

PAYMENT BOND

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

CONTRACTOR (Name and Address):

Hubbard Construction Company  
1936 Lee Road, Winter Park, Florida 32789

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

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, Connecticut 06183

OWNER (Name and Address):

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6, Yulee, Florida 32097

CONTRACT

Date:

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Description (Name and Location): Bay Road Widening & Resurfacing Project  
Bid No. NC12-003

BOND

Bond Number: 105767662

Date (Not earlier than Contract Date):

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Modifications to this Bond Form: "The provisions and limitations of Section 255.05, Florida Statutes, are incorporated into this bond by reference."

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

Company: Hubbard Construction Company

Signature: P. Frederick O'Dea (Seal)

Name and Title:

P. FREDERICK O'DEA, JR.  
Vice President & Secretary

SURETY

Travelers Casualty and Surety  
Company of America (Seal)

Surety's Name and Corporate Seal

By:

Joseph D. Johnson, III  
Signature and Title Attorney-in-Fact and  
(Attach Power of Attorney) Florida Resident Agent

Attest:

JoAnn H. Bebout  
Signature and Title JoAnn H. Bebout  
Asst. Secretary

(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.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the County to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless the County from all claims, demands, liens or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided the County had promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits to Contractor and Surety, and provided there is no the County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to the County, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to the County, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to the County, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by the County to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to the County, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by the County to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and the County accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the County's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to the County, Claimants, or others for obligations of Contractor that are unrelated to the Contract. The County shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, the County, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the County, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. Definitions

- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Contract: The agreement between the County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 The County Default: Failure of the County, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004889107

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, and Joseph D. Johnson III

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY A  
CONSTRUCTION AGREEMENT WITH YOU – COMPLETED OPERATIONS –  
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Section II – Who is an “Insured” is amended to include as an insured any person or organization for whom you are performing operations when you are specifically required by a written construction contract or agreement with such person or organization to include them as an additional insured on your policy and provide coverage for such additional insured only for liability arising out of:

- i) “your work” at the location designated; or
- ii) The “products completed operations hazard.”

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 41PKG2440603

Named Insured: Hubbard Construction Company

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following.

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

**SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED** is amended to include as an “insured” the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

**SCHEDULE**

Name and address of Additional Insured:  
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG2440603

Named Insured: Hubbard Construction Company

Endorsement Effective Date: 10/1/2011 local Standard Time at the First Named Insured's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG2440603

Named Insured: Hubbard Construction Company

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2011

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41WCI2440503

Named Insured: Hubbard Construction Company

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2011

COPY

Invitation to Bid

Bay Road Widening & Resurfacing Project

NC12-003

Originals  
to Fenox  
7/23/12

SECTION 00 61 15

PERFORMANCE BOND

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

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):  
 Hubbard Construction Company Travelers Casualty and Surety Company of America  
 1936 Lee Road, Winter Park, FL 32789 One Tower Square  
 OWNER (Name and Address): Hartford, Connecticut 06183  
 Nassau County Board of County Commissioners  
 96135 Nassau Place, Suite 6 Yulee, Florida 32097  
 CONTRACT

Date:  
 Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)  
 Description (Name and Location): Bay Road Widening & Resurfacing Project  
 Bid No. NC12-003

BOND

Bond Number: 105767662  
 Date (Not earlier than Contract Date):  
 Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)  
 Modifications to this Bond Form: None

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

CONTRACTOR AS PRINCIPAL  
 Company: Hubbard Construction Company

Signature: P. Frederick O'Dea, Jr. (Seal)  
 Name and Title:  
 P. FREDERICK O'DEA, JR.  
 Vice President & Secretary

SURETY  
 Travelers Casualty and Surety  
 Company of America (Seal)  
 Surety's Name and Corporate Seal  
 By: Joseph D. Johnson, III  
 Signature and Title Attorney-in-Fact and  
 (Attach Power of Attorney) Florida Resident Agent

Attest: JoAnn H. Bebout  
 Signature and Title JoAnn H. Bebout  
 Asst. Secretary

(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, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the County for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no the County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 The County has notified Contractor and Surety, at the address described in Paragraph 10 below, that the County is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the County, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the County's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The County has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3 The County has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When the County has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of the County, to perform and complete the Contract, or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors, or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the County for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the County and Contractor selected with the County's concurrence, to be secured with performance and payment bonds executed by a qualified

surety equivalent to the bonds issued on the Contract, and pay to the County the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the County resulting from Contractor Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to the County and, as soon as practicable after the amount is determined, tender payment therefore to the County; or
  2. Deny liability in whole or in part and notify the County citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the County to Surety demanding that Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County. If Surety proceeds as provided in Paragraph 4.4 and the County refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the County shall be entitled to enforce any remedy available to the County.
6. After the County has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to the County shall not be greater than those of Contractor under the Contract, and the responsibilities of the County to Surety shall not be greater than those of the County under the Contract. To a limit of the amount of this Bond, but subject to commitment by the County of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to the County or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the County or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, the County, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a stationary bond and not as a common law bond.

## 12. Definitions

- 12.1 **Balance of the Contract Price:** The total amount payable by the County to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by the County in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 12.2 **Contract:** The agreement between the County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 **Contractor Default:** Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4 **The County Default:** Failure of the County, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004889108

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, and Joseph D. Johnson III

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

SECTION 00 61 16

PAYMENT BOND

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

CONTRACTOR (Name and Address):

Hubbard Construction Company  
1936 Lee Road, Winter Park, Florida 32789

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

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, Connecticut 06183

OWNER (Name and Address):

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6, Yulee, Florida 32097

CONTRACT

Date:

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Description (Name and Location): Bay Road Widening & Resurfacing Project  
Bid No. NC12-003

BOND

Bond Number: 105767662

Date (Not earlier than Contract Date):

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Modifications to this Bond Form: "The provisions and limitations of Section 255.05, Florida Statutes, are incorporated into this bond by reference."

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: Hubbard Construction Company

Signature: P. Frederick O'Dea (Seal)

Name and Title:  
P. FREDERICK O'DEA, JR.  
Vice President & Secretary

Travelers Casualty and Surety  
Company of America (Seal)

Surety's Name and Corporate Seal

By: Joseph D. Johnson, III  
Signature and Title: Joseph D. Johnson, III  
Attorney-in-Fact and  
(Attach Power of Attorney) Florida Resident Agent

Attest: JoAnn H. Bebout  
Signature and Title: JoAnn H. Bebout  
Asst. Secretary

(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.**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the County to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless the County from all claims, demands, liens or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided the County had promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits to Contractor and Surety, and provided there is no the County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to the County, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to the County, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to the County, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by the County to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to the County, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by the County to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and the County accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the County's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to the County, Claimants, or others for obligations of Contractor that are unrelated to the Contract. The County shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, the County, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the County, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. Definitions

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

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

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004889109

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, and Joseph D. Johnson III

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
07/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Willis of Michigan, Inc.</b> c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Arch Insurance Company	11150-001	
	INSURER B: XL Insurance America	24554-091	
	INSURER C: Great American Insurance Company	16691-005	
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED  
**Hubbard Construction Company**  
The Hubbard Group, Inc.  
P.O. Box 547217  
Orlando, FL 32854

COVERAGES                      CERTIFICATE NUMBER: 18214901                      REVISION NUMBER:

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

INSR/LTS	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	41PKG2440603	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	41PKG2440603	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		US00035889LI11A	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	41WCT2440503	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Equipment Floater Blanket All Risk Coverage		MAC8185883	10/1/2011	10/1/2012	All Leased & Rented Equipment Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
cess Liability Follows Form

: Bay Road Widening & Resurfacing Project, from CR 121 to Conner Nelson Road; Bid No. NC12-003, ssau County, Florida.

ssau County Board of County Commissioners is included as an Additional Insured as respects to vera Liability and Auto Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Bid Summary – Bay Road Widening & Resurfacing Project, Bid No. NC12-003:**

**Bid Calculations Review – The following bid calculation errors were noted:**

- Anderson Columbia > blatant error for bid item #2 – MOT; entered a lump sum total of \$33,097.15 in the unit price and extended total amount. Bidder clarified this error; the unit price is calculated as \$1,103.238333 (30 days x \$1,103.238333 = \$33,097.15).
- Duval Asphalt Products > calculation error for the base bid (item #1-18)

**Alternate A**

- Base Bid Amount - \$633,558.89 – Corrected Amount \$566,091.00
- Sub-Total Base Bid/Alt. A - \$1,188,946.89 – Corrected Amount \$1,121,479.00
- Total Base Bid/Alt. A/Add On's - \$1,530,396.89 – Corrected Amount \$1,462,929.00

**Alternate B**

- Base Bid Amount - \$633,558.89 – Corrected Amount \$566,091.00
- Sub-Total Base Bid/Alt. B - \$957,561.89 – Corrected Amount \$890,094.00
- Total Base Bid/Alt. A/Add On's - \$1,462,929.00 – Corrected Amount \$1,231,544.00

**Evaluation below based on Base Bid plus Alternative A (no additives)**

**Apparent Low Bidder – Hubbard Construction Company > \$947,983.48**

**Next Lowest Bidder – Anderson Columbia > \$986,295.74**

**Difference Between Apparent Low and next Lowest Bidder > \$38,312.26 (4.04%)**

**Engineer's Estimate > \$1,067,571.20**

**Difference Between Apparent Low and Engineer's Estimate > -\$119,587.72 (-12.61 %)**

**Spread Across Bidders - all bids range from 4.04% to 18.30% difference compared to the low bid**

**Unit Costs of Concern:**

Pay Item	Description	Unit	Quantity	Hubbard	Average Unit Cost	Minimum Unit Cost	Maximum Unit Cost
101-1	Mobilization	LS	1	\$7,000.00	\$43,297.85	\$7,000.00	\$100,000.00
102-2	MOT	Day	30	\$710.00	\$9,170.54	\$710.00	\$1,750.00
120-1	Reg. Excav.	CY	15,800	\$0.40	\$3.42	\$0.40	\$10.75

**Comments** – Overall no major irregularities found. It appears that the biggest difference was in the mobilization, maintenance of traffic and regular excavation. It was determined that there is no reason not to select the lowest responsive bidder.

**Recommendation** - Recommend award to Hubbard Construction Company (Base Bid plus Alternative A only – no additives) in the amount of \$947,983.48

## SUMMARY OF BID

CONTRACT MANAGEMENT

96135 Nassau Place

Yulee, Florida 32097

PROJECT: BAY ROAD WIDENING & RESURFACING

BID DATE/TIME:

THURSDAY, JUNE 14, 2012

LOCATION HILLIARD, FLORIDIA

BID LOCATION:

Judicial Annex

BID NO.: NC12-003

76347 Veterans Way, Yulee, FL

NAME OF BIDDER	TOTAL BASE BID	ALTERNATES	TOTAL BID (Including Alternates)	REMARKS
Anderson Columbia	\$414,578.74	Alternate A \$571,717.00 Alternate B \$349,846.00	Bid Additives \$119,439.35 <b>Total Base Bid w/Alt.A</b> <b>\$986,295.74</b>	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)
APAC-Southeast	\$473,560.90	Alternate A \$627,444.00 Alternate B \$378,932.00	Bid Additives \$475,500.00 <b>Total Base Bid w/Alt.A</b> <b>\$1,101,004.90</b>	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)
Duval Asphalt Products	\$566,091.00	Alternate A \$555,388.00 Alternate B \$324,003.00	Bid Additives \$341,450.00 <b>Total Base Bid w/Alt.A</b> <b>\$1,121,479.00</b>	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)
Hubbard Construction	\$340,942.48	Alternate A \$607,041.00 Alternate B \$381,960.00	Bid Additives \$118,536.52 <b>Total Base Bid w/Alt.A</b> <b>\$947,983.48</b>	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Signed Bid Form <input checked="" type="checkbox"/> Required Attachments <input checked="" type="checkbox"/> Addendums(s)

**Notes:**

Anderson Columbia: missing page 2-3 & 5 from 00-41-15 Bid Form

Duval Asphalt Products: missing page 1-3, 5 & 8 from 00-41-15 Bid Form; No acknowledgement of receipt of addendum

Hubbard Construction Company: Acknowledged receipt of addendum under Section 3.01 of the bid form but did not return signature page of the actual adden.

Contract Management

Prepared by: Charlotte J. Young

Report Date: 6/15/2012, 9:05 AM

PROJECT: BAY ROAD WIDENING & RESURFACING  
 LOCATION: HILLIARD, FLORIDA  
 BID NUMBER: NC12-003  
 BID OPENING DATE: THURSDAY, JUNE 14, 2012

			UNIT	EST. QUAN.	Anderson Columbia		APAC-Southeast	
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	101-1	MOBILIZATION	LS	1	\$56,191.38	\$56,191.38	\$100,000.00	\$100,000.00
2	102-2	MAINTENANCE OF TRAFFIC	DAY	30	\$33,097.15	\$33,097.15	\$1,125.02	\$33,750.60
3	120-1	REGULAR EXCAVATION	CY	15,800	\$1.41	\$22,278.00	\$1.12	\$17,696.00
4	285-7	OPTIONAL BASE (BASE GROUP 6)	SY	4,800	\$27.78	\$133,344.00	\$28.67	\$137,616.00
5	327-70-10	MILLING EXISTING ASPHALT PAVEMENT (5" AVG. DEPTH)	SY	280	\$26.20	\$7,336.00	\$36.06	\$10,096.80
6	334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) 50 LB/SY LEVELING COURSE W/50% RAP	TN	1,000	\$92.15	\$92,150.00	\$93.09	\$93,090.00
7	546-71	RAISED RUMBLE STRIP	LF	290	\$5.30	\$1,537.00	\$5.00	\$1,450.00
8	700-20-11	SINGLE POST SIGN, F&I (LESS THAN 12 SF)	EA	6	\$481.93	\$2,891.58	\$408.00	\$2,448.00
9	705-10-2	OBJECT MARKER, TYPE 2 (WHITE)	EA	30	\$84.74	\$2,542.20	\$85.00	\$2,550.00
10	705-10-2	OBJECT MARKER, TYPE 2 (YELLOW)	EA	18	\$84.74	\$1,525.32	\$85.00	\$1,530.00
11	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3R)	EA	6	\$146.17	\$877.02	\$212.00	\$1,272.00
12	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3L)	EA	6	\$146.17	\$877.02	\$212.00	\$1,272.00
13	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	800	\$3.18	\$2,544.00	\$3.00	\$2,400.00
14	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	120	\$3.18	\$381.60	\$3.00	\$360.00
15	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID (6")	NM	5.51	\$4,475.07	\$24,657.64	\$4,225.00	\$23,279.75
16	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID (18")	LF	380	\$4.24	\$1,611.20	\$4.00	\$1,520.00
17	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID (6")	NM	5.51	\$4,475.07	\$24,657.64	\$4,225.00	\$23,279.75
18	570-1	SEED AND MULCH	SY	19,000	\$0.32	\$6,080.00	\$1.05	\$19,950.00
<b>SUB-TOTAL BASE BID (ITEMS 1 TO 81)</b>						<b>\$414,578.74</b>		<b>\$473,560.90</b>
<b>ALTERNATIVE A</b>								
19a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.5" LIFT W/50% RAP	TN	3,500	\$78.17	\$273,595.00	\$83.07	\$290,745.00
19b	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1" LIFT W/15% RAP	EN	3,300	\$84.97	\$280,401.00	\$98.41	\$324,753.00
19c	327-70-8	MILLING 2-1/2" AVG. DEPTH	SY	3,300	\$5.37	\$17,721.00	\$3.62	\$11,946.00
<b>SUB-TOTAL ALTERNATIVE A</b>						<b>\$571,717.00</b>		<b>\$627,444.00</b>
<b>ALTERNATIVE B</b>								
20a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.75" LIFT W/15% RAP	AC	4,000	\$83.32	\$333,280.00	\$92.08	\$368,240.00
85	327-70-13	MILLING 1-3/4" AVG. DEPTH	SY	3,300	\$5.02	\$16,566.00	\$3.24	\$10,692.00
<b>SUB-TOTAL ALTERNATIVE B</b>						<b>\$349,846.00</b>		<b>\$378,932.00</b>
<b>BID ADDITIVES</b>								
21	120-2-2	BORROW EXCAVATION	CY	6,100	\$12.24	\$74,664.00	\$20.00	\$122,000.00
22	120-6	EMBANKMENT	CY	21,900	\$0.67	\$14,673.00	\$15.00	\$328,500.00
23	104	EROSION CONTROL	LS	1	\$30,102.35	\$30,102.35	\$25,000.00	\$25,000.00
<b>SUB-TOTAL BID ADDITIVES</b>						<b>\$119,439.35</b>		<b>\$475,500.00</b>
<b>TOTAL BASE BID (ITEMS 1 TO 18)</b>						<b>\$414,578.74</b>		<b>\$473,560.90</b>
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A</b>						<b>\$986,295.74</b>		<b>\$1,101,004.90</b>
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B</b>						<b>\$764,424.74</b>		<b>\$852,492.90</b>
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A &amp; ADDITIVES</b>						<b>\$1,105,735.09</b>		<b>\$1,576,504.90</b>
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B &amp; ADDITIVES</b>						<b>\$883,864.09</b>		<b>\$1,327,992.90</b>

Percentage difference from low bid (based on base bid plus Alternate A w/ no additives) -4.04% -16.14%

PROJECT: BAY ROAD WIDENING & RESURFACING  
 LOCATION: HILLIARD, FLORIDA  
 BID NUMBER: NC12-003  
 BID OPENING DATE: THURSDAY, JUNE 14, 2012

			UNIT	EST. QUAN.	Duval Asphalt Products		Hubbard Construction		AVERAGE UNIT PRICE
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	101-1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$43,297.85
2	102-2	MAINTENANCE OF TRAFFIC	DAY	30	\$1,750.00	\$52,500.00	\$710.00	\$21,300.00	\$9,170.54
3	120-1	REGULAR EXCAVATION	CY	15,800	\$10.75	\$169,850.00	\$0.40	\$6,320.00	\$3.42
4	285-7	OPTIONAL BASE (BASE GROUP 6)	SY	4,800	\$28.72	\$137,856.00	\$24.76	\$118,848.00	\$27.48
5	327-70-10	MILLING EXISTING ASPHALT PAVEMENT (5" AVG. DEPTH)	SY	280	\$21.31	\$5,966.80	\$48.16	\$13,484.80	\$32.93
6	334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) 50 LB/SY LEVELING COURSE W/50% RAP	TN	1,000	\$104.05	\$104,050.00	\$101.00	\$101,000.00	\$97.57
7	546-71	RAISED RUMBLE STRIP	LF	290	\$7.50	\$2,175.00	\$5.44	\$1,577.60	\$5.81
8	700-20-11	SINGLE POST SIGN, F&I (LESS THAN 12 SF)	EA	6	\$428.00	\$2,568.00	\$444.00	\$2,664.00	\$440.48
9	705-10-2	OBJECT MARKER, TYPE 2 (WHITE)	EA	30	\$89.25	\$2,677.50	\$92.50	\$2,775.00	\$87.87
10	705-10-2	OBJECT MARKER, TYPE 2 (YELLOW)	EA	18	\$89.25	\$1,606.50	\$92.50	\$1,665.00	\$87.87
11	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3R)	EA	6	\$222.60	\$1,335.60	\$230.00	\$1,380.00	\$202.69
12	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3L)	EA	6	\$222.80	\$1,335.60	\$230.00	\$1,380.00	\$202.69
13	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	800	\$4.00	\$3,200.00	\$3.26	\$2,608.00	\$3.36
14	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	120	\$4.00	\$480.00	\$3.26	\$391.20	\$3.36
15	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID (6")	NM	5.51	\$4,500.00	\$24,795.00	\$4,594.00	\$25,312.94	\$4,448.52
16	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID (18")	LF	380	\$5.00	\$1,900.00	\$4.35	\$1,653.00	\$4.40
17	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID (6")	NM	5.51	\$4,500.00	\$24,795.00	\$4,594.00	\$25,312.94	\$4,448.52
18	570-1	SEED AND MULCH	SY	19,000	\$1.00	\$19,000.00	\$0.33	\$6,270.00	\$0.68
<b>SUB-TOTAL BASE BID (ITEMS 1 TO 81)</b>						<b>\$566,091.00</b>		<b>\$340,942.48</b>	
<b>ALTERNATIVE A</b>									
19a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.5" LIFT W/50% RAP	TN	3,500	\$79.19	\$277,165.00	\$82.53	\$288,855.00	\$80.74
19b	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1" LIFT W/15% RAP	EN	3,300	\$80.62	\$266,046.00	\$92.90	\$306,570.00	\$89.23
19c	327-70-8	MILLING 2-1/2" AVG. DEPTH	SY	3,300	\$3.69	\$12,177.00	\$3.52	\$11,616.00	\$4.05
<b>SUB-TOTAL ALTERNATIVE A</b>						<b>\$555,388.00</b>		<b>\$607,041.00</b>	
<b>ALTERNATIVE B</b>									
20a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.75" LIFT W/15% RAP	AC	4,000	\$78.27	\$313,080.00	\$92.19	\$368,760.00	\$86.46
85	327-70-13	MILLING 1-3/4" AVG. DEPTH	SY	3,300	\$3.31	\$10,923.00	\$4.00	\$13,200.00	\$3.89
<b>SUB-TOTAL ALTERNATIVE B</b>						<b>\$324,003.00</b>		<b>\$381,960.00</b>	
<b>BID ADDITIVES</b>									
21	120-2-2	BORROW EXCAVATION	CY	6,100	\$7.00	\$42,700.00	\$7.16	\$43,676.00	\$11.60
22	120-6	EMBANKMENT	CY	21,900	\$12.50	\$273,750.00	\$3.00	\$65,700.00	\$7.79
23	104	EROSION CONTROL	LS	1	\$25,000.00	\$25,000.00	\$9,160.52	\$9,160.52	\$22,315.72
<b>SUB-TOTAL BID ADDITIVES</b>						<b>\$341,450.00</b>		<b>\$118,536.52</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18)</b>						<b>\$566,091.00</b>		<b>\$340,942.48</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A</b>						<b>\$1,121,479.00</b>		<b>\$947,983.48</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B</b>						<b>\$890,094.00</b>		<b>\$722,902.48</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A &amp; ADDITIVES</b>						<b>\$1,462,929.00</b>		<b>\$1,066,520.00</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B &amp; ADDITIVES</b>						<b>\$1,231,544.00</b>		<b>\$841,439.00</b>	

Percentage difference from low bid (based on base bid plus Alternate A w/ no additives)

-18.30%

0.00%

PROJECT: BAY ROAD WIDENING & RESURFACING  
 LOCATION: HILLIARD, FLORIDA  
 BID NUMBER: NC12-003  
 BID OPENING DATE: THURSDAY, JUNE 14, 2012

COMPARISON BETWEEN LOW BID AND ENGINEER'S ESITMATE

			UNIT	EST. QUAN.	ENGINEER'S ESTIMATE		Hubbard Construction		AVERAGE UNIT PRICE
					UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	101-1	MOBILIZATION	LS	1	\$39,100.00	\$39,100.00	\$7,000.00	\$7,000.00	\$43,297.85
2	102-2	MAINTENANCE OF TRAFFIC	DAY	30	\$1,000.00	\$30,000.00	\$710.00	\$21,300.00	\$9,170.54
3	120-1	REGULAR EXCAVATION	CY	15,800	\$6.50	\$102,700.00	\$0.40	\$6,320.00	\$3.42
4	285-7	OPTIONAL BASE (BASE GROUP 6)	SY	4,800	\$15.00	\$72,000.00	\$24.76	\$118,848.00	\$27.48
5	327-70-10	MILLING EXISTING ASPHALT PAVEMENT (5" AVG. DEPTH)	SY	280	\$1.50	\$420.00	\$48.16	\$13,484.80	\$32.93
6	334-1-12	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) 50 LB/SY LEVELING COURSE W/50% RAP	TN	1,000	\$90.00	\$90,000.00	\$101.00	\$101,000.00	\$97.57
7	546-71	RAISED RUMBLE STRIP	LF	290	\$20.00	\$5,800.00	\$5.44	\$1,577.60	\$5.81
8	700-20-11	SINGLE POST SIGN, F&I (LESS THAN 12 SF)	EA	6	\$266.00	\$1,596.00	\$444.00	\$2,664.00	\$440.48
9	705-10-2	OBJECT MARKER, TYPE 2 (WHITE)	EA	30	\$80.40	\$2,412.00	\$92.50	\$2,775.00	\$87.87
10	705-10-2	OBJECT MARKER, TYPE 2 (YELLOW)	EA	18	\$80.40	\$1,447.20	\$92.50	\$1,665.00	\$87.87
11	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3R)	EA	6	\$122.00	\$732.00	\$230.00	\$1,380.00	\$202.69
12	705-10-3	OBJECT MARKER, TYPE 3 (TY3 OM3L)	EA	6	\$122.00	\$732.00	\$230.00	\$1,380.00	\$202.69
13	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (YELLOW/YELLOW)	EA	800	\$5.30	\$4,240.00	\$3.26	\$2,608.00	\$3.36
14	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	120	\$5.30	\$636.00	\$3.26	\$391.20	\$3.36
15	711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID (6")	NM	5.51	\$4,550.00	\$25,070.50	\$4,594.00	\$25,312.94	\$4,448.52
16	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID (18")	LF	380	\$5.30	\$2,014.00	\$4.35	\$1,653.00	\$4.40
17	711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID (6")	NM	5.51	\$4,550.00	\$25,070.50	\$4,594.00	\$25,312.94	\$4,448.52
18	570-1	SEED AND MULCH	SY	19,000	\$1.00	\$19,000.00	\$0.33	\$6,270.00	\$0.68
<b>SUB-TOTAL BASE BID (ITEMS 1 TO 81)</b>						<b>\$422,970.20</b>		<b>\$340,942.48</b>	
<b>ALTERNATIVE A</b>									
19a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.5" LIFT W/50% RAP	TN	3,500	\$88.50	\$309,750.00	\$82.53	\$288,855.00	\$80.74
19b	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1" LIFT W/15% RAP	EN	3,300	\$100.00	\$330,000.00	\$92.90	\$306,570.00	\$89.23
19c	327-70-8	MILLING 2-1/2" AVG. DEPTH	SY	3,300	\$1.47	\$4,851.00	\$3.52	\$11,616.00	\$4.05
<b>SUB-TOTAL ALTERNATIVE A</b>						<b>\$644,601.00</b>		<b>\$607,041.00</b>	
<b>ALTERNATIVE B</b>									
20a	334-1-12	SUPERPAVE ASPHALT CONCRETE (SP 9.5) 1.75" LIFT W/15% RAP	AC	4,000	\$100.00	\$400,000.00	\$92.19	\$368,760.00	\$86.46
85	327-70-13	MILLING 1-3/4" AVG. DEPTH	SY	3,300	\$1.23	\$4,059.00	\$4.00	\$13,200.00	\$3.89
<b>SUB-TOTAL ALTERNATIVE B</b>						<b>\$404,059.00</b>		<b>\$381,960.00</b>	
<b>BID ADDITIVES</b>									
21	120-2-2	BORROW EXCAVATION	CY	6,100	\$9.30	\$56,730.00	\$7.16	\$43,676.00	\$11.60
22	120-6	EMBANKMENT	CY	21,900	\$7.82	\$171,258.00	\$3.00	\$65,700.00	\$7.79
23	104	EROSION CONTROL	LS	1	\$50,000.00	\$50,000.00	\$9,160.52	\$9,160.52	\$22,315.72
<b>SUB-TOTAL BID ADDITIVES</b>						<b>\$277,988.00</b>		<b>\$118,536.52</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18)</b>						<b>\$422,970.20</b>		<b>\$340,942.48</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A</b>						<b>\$1,067,571.20</b>		<b>\$947,983.48</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B</b>						<b>\$827,029.20</b>		<b>\$722,902.48</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE A &amp; ADDITIVES</b>						<b>\$1,345,559.20</b>		<b>\$1,066,520.00</b>	
<b>TOTAL BASE BID (ITEMS 1 TO 18) PLUS ALTERNATIVE B &amp; ADDITIVES</b>						<b>\$1,105,017.20</b>		<b>\$841,439.00</b>	

Percentage difference from low bid (based on base bid plus Alternate A w/ no additives) 0.00% 11.20%

**Charlotte Young**

---

**From:** Green, Jordan [Jordan.Green@dot.state.fl.us]  
**Sent:** Tuesday, June 19, 2012 10:21 AM  
**To:** Jonathan Page  
**Cc:** Scott Herring; Shelley Caldwell; Charlotte Young; Sadler, Katrina; Evans, Kimberly  
**Subject:** Re: Bid Tabulation/Comparison\_Bay Road Widening & Resurfacing (NC12-003)  
 Jonathon,

I agree with your analysis - very thorough. Therefore, we recommend award to Hubbard Construction Company for the Base Bid plus Alternative "A" in the amount \$947,983.48.

Thank you for the opportunity to review and providing a thorough analysis and breakdown. Take care.

**Jordan L. Green, P.E.**  
**Rural Area Transportation Development Engineer**  
**1 800 749-2967, Ext. 7884**  
**jordan.green@dot.state.fl.us**

-----Original message-----

**From:** Jonathan Page <jpage@nassaucountyfl.com>  
**To:** "Green, Jordan" <Jordan.Green@dot.state.fl.us>  
**Cc:** Scott Herring <sherring@nassaucountyfl.com>, Shelley Caldwell <scaldwell@nassaucountyfl.com>, Charlotte Young <cyoung@nassaucountyfl.com>, "Sadler, Katrina" <Katrina.Sadler@dot.state.fl.us>, "Evans, Kimberly" <Kimberly.Evans@dot.state.fl.us>  
**Sent:** Fri, Jun 15, 2012 19:18:31 GMT+00:00  
**Subject:** FW: Bid Tabulation/Comparison\_Bay Road Widening & Resurfacing (NC12-003)

Good Afternoon Jordan,

Please see the attached bid tabulations and our proposed recommendation of award. If you concur with our recommendation please let us know and we will then present this to the County Commission for approval.

Thanks and have a super weekend,

Jonathan

Jonathan Page, P.E.  
 Engineer III  
 Nassau County Engineering Services  
 96161 Nassau Place  
 Yulee, FL. 32097 (904) 491-7330

---

**From:** Charlotte Young  
**Sent:** Friday, June 15, 2012 9:56 AM  
**To:** Jonathan Page; Shane Whittier  
**Cc:** Shelley Caldwell  
**Subject:** Bid Tabulation/Comparison\_Bay Road Widening & Resurfacing (NC12-003)

# Tab "B"

## SECTION 00 51 00

## NOTICE OF AWARD

TO: Hubbard Construction Company

CONTRACTOR

1936 Lee Road

ADDRESS

Winter Park, FL 32789

CITY STATE ZIP

PROJECT: Bay Road Widening & Resurfacing Project  
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 June 14, 2012

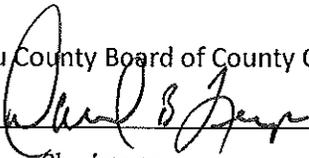
You are hereby notified that your Bid has been accepted for items in the amount of \$ 947,983.48 (Base Bid \$340,942.48 plus Alternate A \$607,041.00). You are required to execute the Agreement in duplicate and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance 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 18th day July, 2012.

Nassau County Board of County Commissioners

BY: TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Victoria Clark  
this 30th day of July, 2012.

BY: Victoria Clark TITLE: Contract Administrator

RECEIVED  
OFFICE OF CLERK OF COURTS  
NASSAU COUNTY, FLORIDA  
12 AUG - 1 PM 12: 01

SECTION 00 61 15

PERFORMANCE BOND

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

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

Hubbard Construction Company  
1936 Lee Road, Winter Park, FL 32789

Travelers Casualty and Surety Company of America  
One Tower Square

OWNER (Name and Address):

Hartford, Connecticut 06183

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6 Yulee, Florida 32097

CONTRACT

Date:

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Description (Name and Location): Bay Road Widening & Resurfacing Project  
Bid No. NC12-003

BOND

Bond Number: 105767662

Date (Not earlier than Contract Date):

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Modifications to this Bond Form: None

RECEIVED  
CLERK'S  
FINANCIAL SERVICES  
NASSAU COUNTY, FL  
2012 JUL 23 PM 1:47

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

SURETY

Company: Hubbard Construction Company

Travelers Casualty and Surety  
Company of America (Seal)

Signature: P. Frederick O'Dea, Jr. (Seal)

Surety's Name and Corporate Seal

Name and Title:

P. FREDERICK O'DEA, JR.  
Vice President & Secretary

By: Joseph D. Johnson, III  
Signature and Title Attorney-in-Fact and  
(Attach Power of Attorney) Florida Resident Agent

Attest: JoAnn H. Bebout  
Signature and Title JoAnn H. Bebout  
Asst. Secretary

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

INSTR # 201222069, Book 1810, Page 35  
Pages 6

Doc Type UNK, Recorded 08/28/2012 at 02:30 PM,  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$52.50

#1



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004889106

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, and Joseph D. Johnson III

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

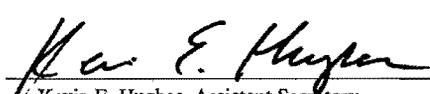
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION 00 61 16

PAYMENT BOND

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

CONTRACTOR (Name and Address):

Hubbard Construction Company  
1936 Lee Road, Winter Park, Florida 32789

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

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, Connecticut 06183

OWNER (Name and Address):

Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6, Yulee, Florida 32097

CONTRACT

Date:

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Description (Name and Location): Bay Road Widening & Resurfacing Project  
Bid No. NC12-003

BOND

Bond Number: 105767662

Date (Not earlier than Contract Date):

Amount: Nine Hundred Forty-Seven Thousand, Nine Hundred Eighty-Three & 48/100 (\$947,983.48)

Modifications to this Bond Form: "The provisions and limitations of Section 255.05, Florida Statutes, are incorporated into this bond by reference."

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: Hubbard Construction Company

Signature: P. Frederick O'Dea (Seal)

Name and Title:  
P. FREDERICK O'DEA, JR.  
Vice President & Secretary

Travelers Casualty and Surety  
Company of America (Seal)

Surety's Name and Corporate Seal

By: Joseph D. Johnson, III

Signature and Title: Joseph D. Johnson, III  
Attorney-in-Fact and  
(Attach Power of Attorney) Florida Resident Agent

Attest: JoAnn H. Bebout

Signature and Title: JoAnn H. Bebout  
Asst. Secretary

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004889109

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, and Joseph D. Johnson III

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Bay Road Widening & Resurfacing

Purchase Order No.: 12000481-00

Contract No.: 065035

This Certificate of Substantial Completion applies to:

[ ] All work under Contract [x] Portion of work described as follows:

The Work to which this Certificate applies has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on : 10-4-2012

DATE

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin.

SIGNED:

NASSAU COUNTY CONSTRUCTION INSPECTOR

By: [Signature]

DATE: 10/4/12 <sup>KCS</sup>

NASSAU COUNTY PROJECT MANAGER

By: [Signature]

DATE: 10/4/12

NASSAU COUNTY ROAD & BRIDGE SUPT.

By: [Signature]

DATE: 10-4-12

ENGINEER OF RECORD:

[Signature]

By: JONATHAN PAGE

DATE: 10/4/12

CONTRACTOR:

[Signature]

By: Steve Britta

DATE: 10/4/12



SECTION 00 65 19

CERTIFICATE OF FINAL COMPLETION

Project: Bay Road Widening & Resurfacing Project

Purchase Order No.: 12000481-00

Contract No.: CM1871

This Certificate of Final Completion applies to: Bay Road Widening & Resurfacing Project from CR-121 to Conner Nelson Road Bid Number - NC12-003

The Work under this Contract has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and all Work is hereby declared to be complete in accordance with the Contract Documents on: 12/21/12

DATE

SIGNED:

NASSAU COUNTY CONSTRUCTION INSPECTOR

By: [Signature]

DATE: 12/21/12

NASSAU COUNTY PROJECT MANAGER

By: [Signature]

DATE: 12/21/12

NASSAU COUNTY ROAD & BRIDGE SUPERINTENDENT

By: [Signature]

DATE: 1/2/13

ENGINEER OF RECORD:

Nassau County

By: [Signature]

DATE: 12/21/12

CONTRACTOR:

Judson M. Butts

By: [Signature]

DATE: 12/21/12

Hubbard  
CS11-245