

Contract Tracking No. **CM2126**

Bid No. NC14-004

**AGREEMENT**

THIS AGREEMENT is dated as of the 16th day of July in the year 2014 by and between Board of County Commissioners, Nassau County (Owner) and Pars Construction Services, LLC, located at 7643 Gate Parkway, 104-82, Jacksonville, Florida 32256 (Contractor).

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

**ARTICLE 1 - WORK**

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

This project consists of the removal/replacement of storm drain, installation of storm inlets, minor sidewalk construction, minor earthwork, paving and installation of pavement markings. The work to be performed is generally described as drainage improvements and resurfacing improvements and includes:

- Stormdrain replacement
- Sidewalk Construction
- Drainage Improvements.
- Erosion control.
- Traffic maintenance and protection.
- Seeding and sodding of disturbed areas.
- Level and overlay of the roadway.
- Striping and pavement markings.

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:

**Jasmine Street Drainage & Resurfacing Improvements**

**Bid Number NC14-004**

**Nassau County, Florida**

**ARTICLE 3 - ENGINEER OF RECORD**

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

**ARTICLE 4 - CONTRACT TIMES**

**4.01 Time of the Essence**

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

**4.02 Days to Achieve Substantial Completion and Final Payment**

The Work will be substantially completed within 265 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 310 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 310 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:

Six hundred eighty-eight thousand one hundred eighty dollars and no cents (\$688,180.00)

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

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

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

**6.02 Progress Payments; Retainage**

- A. The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
  - a. 90% percent of the Work completed (with the balance being retainage)
  - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - c. At 50% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

### **6.03 Final Payment**

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

### **ARTICLE 7 - INTEREST**

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

### **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce the County to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Addenda, if any
  - 3. General Conditions
  - 4. Supplementary Conditions
  - 5. Technical Specifications
  - 6. Construction Drawings
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award
    - c. Project Manual table of contents
    - d. Construction Drawing index
    - e. Performance Bond
    - f. Payment Bond
  - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Orders
    - d. Certificate of Substantial Completion
    - e. Certificate of Final Inspection
    - f. Certificate of Engineer
    - g. Certificate of Final Completion
    - h. CONTRACTOR'S release
    - i. Drawings and plans
    - j. Supplemental Agreements
    - k. CONTRACTOR'S Waiver of Lien (Partial)

- l. CONTRACTOR'S Waiver of Lien (Final and Complete)
  - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
  - n. Consent of Surety to Final Payment
  - o. Instructions to Bidders
  - p. Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

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

### **10.03 Successors and Assigns**

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

**10.04 Severability**

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

**10.05 Other Provisions**

None

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

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

OWNER

Nassau County Board of County Commissioners

Signed: [Signature]

Title: Chairman

Date: 7-16-14

[CORPORATE SEAL]

Attest: [Signature]

Title: Ex-Officio Clerk

Address for giving notices:

Nassau County County Manager

96135 Nassau Place, Suite 1

Yulee, FL 32097

Phone 904-530-6010 FAX: 904-321-5784

MES  
07-16-14

CONTRACTOR

Pars Construction Services, LLC.

Signed: [Signature]

Title: President

Date: 7-14-14

[CORPORATE SEAL]

Attest: April D. Campbell

Title: Project Manager

Address for giving notices:

7643 Gate Parkway, Suite 104-82

Jacksonville, FL 32256

Phone: 904-642-6144 FAX: 904-527-1014

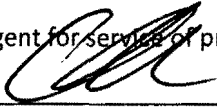
License CGC1514726

(Where applicable)



Approved as to form by County Attorney

Agent for service of process:

A handwritten signature in black ink, appearing to be 'C.A.', written over a horizontal line.

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.)

SECTION 00 61 15

Bond # 58716696

**PERFORMANCE BOND**

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

CONTRACTOR (Name and Address):  
Pars Construction Services, LLC  
7643 Gate Parkway, 104-82  
Jacksonville, Florida 32256

SURETY (Name, and Address of Principal Place of Business):  
Western Surety Company  
333 S. Wabash Avenue, Floor 22  
Chicago, Illinois 60604

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

CONTRACT

Effective Date of Agreement: July 16, 2014  
Amount: \$668,180.00 Six Hundred Sixty-Eight Thousand, One Hundred Eighty and No/100  
Description (Name and Location): Jasmine Street Drainage & Resurfacing Improvements  
Bid Number NC14-004  
Nassau County, Florida

BOND

Bond Number: 58716696  
Date (Not earlier than Effective Date of Agreement): July 27, 2014  
Amount: \$668,180.00 Six Hundred Sixty-Eight Thousand, One Hundred Eighty and No/100  
Modifications to this Bond Form: None

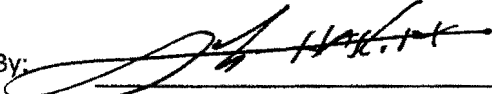
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Pars Construction Services, LLC (Seal)  
Contractor's Name and Corporate Seal

Western Surety Company (Seal)  
Surety's Name and Corporate Seal

By:   
Signature

By:   
Signature (Attach Power of Attorney)

Ali Hakim

Francis T. O'Reardon, Attorney-in-Fact  
Florida Resident Agent

Print Name

Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

**EJCDC No. C-610 (2007 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.**

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner 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 Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner 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 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner'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 Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond,

and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner 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 Owner 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.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)* (407) 843-1120  
Surety Agency or Broker: Johnson & Company, 801 N. Orange Ave., Suite 510 Orlando, FL 32801  
Owner's Representative *(Engineer or other party)*:

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Todd L Johnson, Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O Reardon, Brett A Ragland, Joseph D Johnson III, Individually**

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2013.

WESTERN SURETY COMPANY



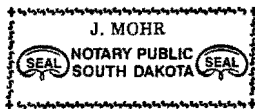
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of July, 2014



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



SECTION 00 61 16

Bond #58716696

PAYMENT BOND

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

CONTRACTOR (Name and Address):
Pars Construction Services, LLC
7643 Gate Parkway, 104-82
Jacksonville, Florida 32256

SURETY (Name, and Address of Principal Place of Business):
Western Surety Company
333 S. Wabash Avenue, Floor 22
Chicago, Illinois 60604

OWNER (Name and Address):
Board of County Commissioners of Nassau County
96135 Nassau Place, Suite 1
Yulee, Florida 32097

CONTRACT

Effective Date of Agreement: July 16, 2014
Amount: \$668,180.00 Six Hundred Sixty-Eight Thousand, One Hundred Eighty and No/100
Description (Name and Location): Jasmine Street Drainage & Resurfacing Improvements
Bid Number NC14-004
Nassau County, Florida

BOND

Bond Number: 58716696
Date (Not earlier than Effective Date of Agreement): July 27, 2014
Amount: \$668,180.00 Six Hundred Sixty-Eight Thousand, One Hundred Eighty and No/100
Modifications to this Bond Form: Yes (See Page 00-61-16-5)

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

CONTRACTOR AS PRINCIPAL

SURETY

Pars Construction Services, LLC (Seal)
Contractor's Name and Corporate Seal

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

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

[Signature]
Print Name

Francis T. O'Reardon, Attorney-in-Fact
Florida Resident Agent
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

**EJCDC No. C-615(A) (2007 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 Owner 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 Owner, 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 Owner 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 Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner 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 address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2
  - 4.3 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 Owner, 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 (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, 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 Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
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 Owner 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 Owner 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 Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner 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 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. Definitions

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

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

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

\*This Payment Bond is intended to be a statutory bond. The Payment Bond provisions of Section 255.05, Florida Statutes including, but not limited to, the time limitations and notice requirements are hereby incorporated by reference and all provisions of this bond form inconsistent with or in addition to those provisions are hereby deleted.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) (407) 843-1120  
Surety Agency or Broker: Johnson & Company, 801 N. Orange Ave., Suite 510, Orlando, FL 32801  
Owner's Representative (*Engineer or other*):

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Todd L Johnson, Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O Reardon, Brett A Ragland, Joseph D Johnson III, Individually**

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2013.



WESTERN SURETY COMPANY

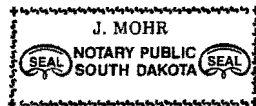
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of July, 2014



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

appended to CS13.200  
CM 2126

**NOTICE OF AWARD**

TO: Pars Construction Services, LLC  
CONTRACTOR  
7643 Gate Parkway, 104-82  
ADDRESS  
Jacksonville, Florida 32256  
CITY STATE ZIP

PROJECT: Jasmine Street Drainage & Resurfacing Improvements  
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 May 28, 2014.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 688,180.00. 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 16<sup>th</sup> day July, 2014.

Nassau County Board of County Commissioners  
BY: [Signature]  
TITLE: Chair

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by Al. Hekimi  
this 25<sup>th</sup> day of July, 2014.

BY: [Signature] TITLE: President

MBS  
07.16.14





CS-13-206  
appended

NOTICE TO PROCEED

TO: Pars Construction Services, LLC  
CONTRACTOR  
7643 Gate Parkway, 104-82  
ADDRESS  
Jacksonville, Florida 32256  
CITY STATE ZIP

PROJECT: Jasmine Street Drainage & Resurfacing Improvements  
Bid Number NC14-004  
Nassau County, Florida

You are hereby notified to commence work in accordance with the Agreement dated July 16, 2014.

The Contract time for Substantial Completion is 265 consecutive calendar days from the date of commencement.

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

The Contract time commences to run September 22, 2014.

The date of Substantial Completion is June 14, 2015.

The date of Final Completion is July 29, 2015.

Nassau County Board of County Commissioners

BY: [Signature]

TITLE: Public Works Director

DATE: 9/14/14

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this 12<sup>th</sup> day of September, 2014.

BY: [Signature]

TITLE: President

RECEIVED  
OFFICE OF CLERK OF COURTS  
NASSAU COUNTY, FLORIDA  
14 SEP 16 PM 12: 56

append to  
CS-13-200  
CM 2126



Nassau County Engineering Services  
96161 Nassau Place  
Yulee, FL 32097

J. Scott Herring, P.E.  
Public Works Director

February 10, 2015

Mr. Ali Hakimi  
Pars Construction  
7643 Gate Parkway, Suite 104-82  
Jacksonville, FL 32256

**RE: Jasmine St Suspension of Work Order**

Dear Mr. Hakimi:

To follow up on the attached email dated February 6, 2015, we are issuing a Suspension of Work Order pursuant to Article 15.01 of the Jasmine Street Drainage Project construction contract. We will resume work on March 16, 2015.

Please feel free to contact me at (904) 491-7330 should you have any questions or need any further information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shane Whittier".

Shane Whittier, P.E.

cc: J. Scott Herring, P.E., Public Works Director  
Jonathan Page, P.E., Engineer III

YULEE  
(904) 491-7330

FAX  
(904) 491-3611

## Stop Work Order for Jasmine St Drainage Project.

Shane Whittier

Fri 2/6/2015 1:24 PM

Sent Items

To: ahakimi@pars-construction.com <ahakimi@pars-construction.com>;

Cc: Jonathan Page <jpage@nassaucountyfl.com>; Scott Herring <sherring@nassaucountyfl.com>; Charlotte Young <cyoung@nassaucountyfl.com>; Keith Sawyer <ksawyer@nassaucountyfl.com>; Becky Bray <bbray@nassaucountyfl.com>; Dan McCranie <dan@mccranie-engineers.com>;

Ali,

To follow up on today's meeting, please stop work on Jasmine St. You have not been authorized to provide removal of unsuitable material services for any section of the project. On Jan. 29th your email below said:

*This email is in response to the on-site meeting held on January 28, 2015 with the EOR, Nassau County Staff, PCS and Florida Infrastructure with respect to the subject project. The aforementioned meeting was held to discuss on-site issues as it relates to various engineering/surveying issues and the unsuitable soils as encountered during the pipe excavation which is on a critical path. Due to said unsuitable material, no work can currently proceed as to the removal and placement of the outfall pipe structure.*

*All on-site work related to this activity has been suspended and we now currently wait for the County's direction on how to proceed with the unsuitable soils. Please be advised that this will impact the project schedule for critical path and the delay will incur additional costs to the existing contract.*

Note that you said the work has been suspended and the County did not direct you to move forward.

According to the *Standard General Conditions of the Construction Contract Article 4.03:*

### *Differing Subsurface or Physical Conditions*

*A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:*

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or*
- 2. is of such a nature as to require a change in the Contract Documents; or*
- 3. differs materially from that shown or indicated in the Contract Documents; or*
- 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;*

*then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and*

Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

Due to more material being disturbed after unsuitables were discovered, we will require you to provide suitable material at your own cost. We are looking into options for the rest of the unsuitable materials.

Please let me know should you have any questions.

Sincerely,

Shane Whittier, P.E.  
Engineer II  
Nassau County Engineering Services  
904-491-7330  
96161 Nassau Place  
Yulee, FL 32097

**Charlotte Young**

---

**From:** Shelley Caldwell  
**Sent:** Thursday, February 12, 2015 3:09 PM  
**To:** Charlotte Young  
**Subject:** Jasmine Street Suspension  
**Attachments:** Jasmine Street Suspension of Work Ltr.pdf

Charlotte,

Please see the attached letter regarding suspension of work on Jasmine Street.

Shelley Caldwell  
Nassau County Public Works  
96161 Nassau Place  
Yulee, FL 32097  
904 491-7330 phone  
904 491-3611 fax  
scaldwell@nassaucountyfl.com



CS-13-200  
(append)

RECEIVED  
NASSAU COUNTY  
ENGINEERING SERVICES  
DEPARTMENT

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

2015 OCT 12 P 3:35

Project: JASMINE STREET DRAINAGE AND RESURFACING IMPROVEMENTS.

Purchase Order No.: CM2126 Contract No.: NC14-004

This Certificate of Substantial Completion applies to:

All work under Contract  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 : OCT. 06, 2015

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: 10-12-15

NASSAU COUNTY PROJECT MANAGER

By: [Signature] DATE: 10-12-15

NASSAU COUNTY ROAD & BRIDGE REPRESENTATIVE

By: [Signature] DATE: 10/12/15

ENGINEER OF RECORD:

By: David McLoughlin P.E. DATE: 10-12-15

CONTRACTOR:

By: ALI HAKIMI DATE: 10-12-15

RECEIVED  
COUNTY MANAGER'S  
OFFICE  
15 OCT 13 PM 3:16

RECEIVED  
NASSAU COUNTY  
ENGINEERING SERVICES  
DEPARTMENT

SECTION 00 65 16

2015 OCT 12 P 3:35

## TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED

(PUNCH LIST)

Date: **Oct. 12, 2015**Contract No.: **NC14-004**Purchase Order No.: **CM2126**Project: **Jasmine Street Drainage and Resurfacing Improvements**Contractor: **Pars Construction Services, LLC**

This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents.

NO:ITEM:

1. There is a small hole in between the AT&T box and sidewalk. Around Station 36+20.
2. There is a small hole located at Station 15+50. (Near the cross walk at the alleyway/BMW shop south side of road).
3. There is a medium size hole and a small hole in the fenced in MES area (Around Station 40+80).
4. The County Stop Sign post was damaged during construction. This sign will need to be repaired to County standards. Please note that this is an upgraded intersection and the new post will need a vertical high intensity prismatic reflective strip/sheeting running the length/height of the post.
5. We are missing an installed 36"x36" W3-1 "Stop Sign Ahead" sign. This sign was installed before and during construction. This sign should be reinstalled in accordance with the MUTCD 2C-4 (condition B - 35mph), which would put it 100' before the stop sign. Make sure to maintain height and distance uniformity with all other installed County signs. **(Note: Sign assembly was located. Contractor to reinstall.)**
6. Also, there is a "No Parking on Sidewalk" sign missing from around Station 36+40. You may have to adjust the location of the speed limit sign that was reinstalled to maintain a minimum of 100' in between signs. Remember all signs need to be at least High Intensity Type 3 or greater.
7. The manhole cover located at Station 25+60 (Murray Hill Apartments) need to be changed to a grated cover. **(Note: Contractor has grate on order.)**
8. There are a few locations along the North side of the roadway that has drop-off condition greater than 3" that will need to be addressed so the completed project will be consistent with the typical cross-sections provided in the approved plans. **(Drop off areas: Near sidewalk junction at Sta. 15+20. In between Sta. 17+20 and 18+20. Check radius around S. 18<sup>th</sup>, S. 19<sup>th</sup> and Post Oak Street. North edge of pavement between Sta. 30+00 and 33+00.)**
9. Clean up excess asphalt in and around the intersection at Jasmine and S. 14<sup>th</sup> Street.



10. The Right-of-Way located at the Northeast corner of S. 18th Street and Jasmine was disturbed during construction and the homeowner has brought it to our attention. We will need to address this area as well.

11. Seal leaking box structure (S-5b).

12. Complete and submit all required documents and paperwork for final completion. (1.07 SUBMITTALS)

00-65-16-2