

AGREEMENT

THIS AGREEMENT is made this 13th day of January, 2014, by and between the BOARD OF COUNTY COMMISSIONERS (the "Board") of NASSAU COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, and VILLAGES OF AMELIA, LLC, a Florida limited liability company (the "Developer").

WITNESSETH:

WHEREAS, on August 12, 2013 the Board unanimously voted to commence good faith efforts to negotiate a public-private partnership which would include a commitment by the County to fund a portion of the cost to complete a quadrant roadway loop known as the Phase IV Loop Road (the "Loop Road"), substantially as shown in the attached Exhibit A; and

WHEREAS, the Developer has proposed to furnish all labor, materials and professional services for the design, permitting and construction of the Loop Road (the "Project"), including all necessary surveying, engineering, mitigation of jurisdictional wetlands, replacement of unsuitable soils, construction of the road and related sidewalks, drainage, directional signage, and sodding (collectively, the "Improvements"), and coordination of the Project with the new traffic signal and associated improvements to be constructed by others within the intersection of the Loop Road and State Road 200 (the "Intersection Improvements"); and

WHEREAS, all land required for the Loop Road (the "Right-of-Way") has been donated to the County by the Developer and others, and the Developer has proposed to complete the Improvements on the terms contained in this Agreement; and

WHEREAS, the Board has the authority under Section 336.71, Florida Statutes ("Public-private cooperation in construction of county roads") to enter into an agreement with the Developer to pay for the completion of the Improvements by the Developer from public funds; and

WHEREAS, the Board has determined that it is in the County's best interest to enter into this Agreement with the Developer for the design, permitting and construction of the Project by the Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other valuable consideration, the County and the Developer agree as follows:

1. *Scope of Project.* The Board hereby authorizes the Developer to complete the Project as set forth herein, and the Developer agrees to do so at no expense to the County other than the "Contribution" described in Section 2 of this Agreement.

(a) *Design.* The Developer shall cause the Improvements to be designed by an engineer or engineers (collectively, the "Engineer") selected and compensated by the Developer.

The design of the Improvements shall include such surveying, testing and inspections of the Right-of-Way as the Developer or its Engineer deem necessary for the Project's design. The Developer has selected Davis & Baker Engineering, P.A., doing business as DB Civil Works, as its initial Engineer for the Project. The Developer may designate other or additional Engineers for the Project by written notice to the County. The Engineer has produced those plans and specifications for the Project listed in the attached Exhibit B (collectively, the "Plans"), which are consistent with the County's Roadway and Drainage Standards Ordinance No. 99-17 and the State of Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (collectively, the "Standards"), and have been approved by the County. The Plans may hereafter be modified by the Developer with the County's written approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as the modifications are generally consistent with the design shown in Exhibit A, are in compliance with the Standards, do not increase the Contribution, and do not materially increase the County's cost of maintaining the Loop Road upon its completion.

(b) *Permit.* The Developer shall obtain all necessary governmental approvals and permits (collectively, the "Permits") for the Project. The County agrees to reasonably cooperate with the Developer in obtaining the Permits, at no material cost to the County beyond its Contribution. The County agrees, with the assistance of the Developer, to obtain any temporary construction easements or right of entry agreements (collectively, the "TCEs") necessary for the construction of the Improvements, at no material cost to the Developer and without deduction from or offset against the Contribution. Prior to the issuance of the Permits, the Developer shall provide, directly or through one or more of its contractors (each, a "Contractor"), payment and performance bond(s) (collectively, the "Bond") to and in favor of the County issued by a surety or sureties licensed in the State of Florida (collectively, the "Surety") in the aggregate amount of the Contribution, meeting all applicable legal requirements for such bonds, and conditioned upon (i) the complete and proper construction of the Improvements in accordance with this Agreement, and (ii) the payment in full of all Contractors, subcontractors, suppliers and others (each, a "Claimant") furnishing labor, services or materials for the completion of the Project.

(c) *Construction.* The Developer shall cause the Improvements to be constructed in a good and workmanlike manner in accordance with the Plans and Permits. In addition to its normal construction inspection procedures, the County may engage at the County's expense a construction engineering inspector ("CEI") who may inspect the construction of the Improvements (the "Work") at any time and shall receive from the Developer advance notice of all third-party inspections and tests, plus copies of all certifications and test reports prepared by third parties as required by the Plans and Standards. The CEI shall also receive advance notice and have the right to attend preconstruction and progress meetings between the Developer and its Contractors. The County Public Works Director (the "Director") shall be authorized to stop Work at any time if it is determined that the Improvements have not been constructed according to the Plans and Standards. The Developer shall be responsible for preparing and executing appropriate maintenance of traffic and storm water pollution prevention plans for the Project, and coordinating those plans with the construction of the Intersection Improvements to the greatest extent practicable, in order to minimize duplication of efforts and disruption of the flow of traffic.

(d) *Completion Schedule.* The Project shall be completed by the Developer within twelve (12) months after the issuance of the Permits in accordance with a Project schedule to be proposed by the Developer and approved by the Engineer and the County prior to the commencement of the Improvements (the "Completion Schedule"), subject to adjustment as set forth below. The County shall not unreasonably withhold, condition or delay its approval of the Completion Schedule, or any subsequent revisions of the Completion Schedule proposed by the Developer on a day-for-day basis caused by (i) the lack of necessary TCEs, (ii) interference by third parties beyond the Developer's control (*i.e.*, third parties other than the Contractor, its subcontractors, or their vendors or suppliers), or (iii) the effects of rains or other inclement weather conditions, or adverse soil conditions related to such rains or other inclement weather conditions, that prevent the Contractor from productively performing controlling items of Work resulting in the Contractor being unable to work at least 50% of the normal work day on pre-determined controlling Work items due to such adverse weather conditions (collectively, "Excusable Delays"). No additional compensation or increase in the Contribution will be made for Excusable Delays. Proposed revisions of the Completion Schedule shall be submitted monthly by the Developer to the Director and CEI, if and to the extent Excusable Delays are encountered. The Developer shall establish the working hours for its Contractors based on the Completion Schedule after coordination with the Director to minimize disruptions to traffic during special community events. If the Developer performs any Work which would require the CEI's inspection outside of standard weekday working hours (*i.e.*, a maximum of 40 hours per week to be designated by the Developer, subject to the approval of the Director, between the hours of 7:00 a.m. and 6:00 p.m. on weekdays), or at any time on weekends or federal holidays, the Developer shall reimburse the County for the incremental cost of the CEI's presence during such non-standard working hours unless they were due to Excusable Delays reported by the Developer. Additionally, if the Developer fails to complete the Project within the approved Completion Schedule (as extended by Excusable Delays reported by the Developer, if any), the Developer shall reimburse the County for the incremental cost of the CEI's services attributable to such unexcused delay.

2. *County's Contribution.* The County agrees to pay the Developer the sum of \$1,786,179.00 (the "Contribution") as the County's entire contribution to the cost of completing the Loop Road, which Contribution shall not include any costs of installing or relocating water or sanitary sewer systems that might be part of the Project. The Developer shall be responsible for all other costs of the Project in excess of the Contribution, and shall hold the County harmless against any such excess costs. The Contribution shall be payable to the Developer in installments as follows:

(a) *Schedule of Values.* Before the Developer submits its first draw request to the County for payment, the Developer shall provide a schedule of values to the Engineer and the County (the "Schedule of Values") allocating the entire Contribution to the various components of the Project, prepared in such form and supported by such data to substantiate its accuracy as the County may reasonably require. This Schedule of Values shall be subject to the County's approval, which shall not be unreasonably withheld, conditioned or delayed, and it shall

thereafter be used as the basis for reviewing the Developer's draw requests for progress payments and final payment of the Contribution.

(b) *Draw Requests.* On or before the first day of each calendar month (or at such other date of the month as the parties may hereafter agree), the Developer shall submit to the Engineer and to the Director or his designee an itemized request for such payment (each, a "Draw") prepared in accordance with the Schedule of Values for those portions of the Project which are then complete. The Draw shall be supported by such data substantiating the Developer's right to payment as the County may reasonably require, including copies of requisitions from the Developer's Contractors and suppliers, and it shall reflect a retainage of ten percent (10%) until "Substantial Completion" is certified as described in (k) below.

(c) *Materials and Equipment.* Payment shall be made to the Developer on account of materials and equipment delivered and suitably stored at the Project site for subsequent incorporation into the Improvements.

(d) *Title to Improvements.* In each Draw request, the Developer shall warrant that title to all Improvements covered by that Draw shall pass to the County no later than the time of payment of the Draw. The Developer shall comply with all applicable laws regarding proper payments to the Claimants providing labor, services or materials for the construction of the Improvements, and the Bond shall secure such obligations.

(e) *Certificate for Payment.* The Engineer, with the concurrence of the CEI, shall within seven (7) days after receipt of a Draw request, either issue to the County a "Certificate for Payment," with a copy to the Developer, for such amount as the Engineer determines is properly due, or notify the Developer and County in writing of the Engineer's reasons for withholding certification in whole or in part as provided in (f) below. The issuance of a Certificate for Payment will constitute a representation by the Engineer to the County, based on the Engineer's evaluation of the Work and the data accompanying the Draw request, that to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Plans and Standards. The foregoing representations are subject to an evaluation of the Work for conformance with the Plans upon Substantial Completion (*i.e.*, the stage at which the Work can be legally and practically used for its intended purpose), to the results of subsequent tests and inspections, to correction of minor deviations from the Plans prior to final completion, and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Developer is entitled to payment in the amount certified.

(f) *Withholding Certification.* The Engineer, with the concurrence of the CEI, may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the County, if in the Engineer's opinion the representations to the County required by (e) above cannot be made. If the Engineer is unable to certify payment in the amount of the Draw request, the Engineer will notify the Developer and County as provided in (e) above. If the Developer and Engineer, with the concurrence of the CEI, cannot agree on a revised amount, the Engineer, with the concurrence of the CEI, will promptly issue a Certificate for Payment for the

amount for which the Engineer is able to make such representations to the County. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the County from loss for which the Developer is responsible because of defective Work not remedied. When the reason for withholding certification is removed, a Certificate for Payment will be issued by the Engineer, with the concurrence of the CEI, for amount previously withheld.

(g) *Payment by County.* Once the Engineer, with the concurrence of the CEI, has issued a Certificate for Payment, it shall be transmitted to the Director for payment within the time required by the Florida Local Government Prompt Payment Act. The County Manager or his designee shall process the approved Draw request for payment by the County as customary, and shall notify the Engineer when it is paid.

(h) *Nonconforming Work.* The issuance of a Certificate for Payment by the Engineer, the payment of a Draw by the County, and the partial or entire use or occupancy of the Improvements by the County, shall not constitute acceptance of any Work that is not in conformance with the Plans and Standards.

(i) *Nonpayment.* If the Engineer does not issue a Certificate for Payment through no fault of the Developer within seven days after receipt of a Draw request, or if the County does not pay the Developer the amount certified by the Engineer within seven days after the date established in this Agreement, then the Developer may, upon seven additional days' written notice to the County and Engineer, stop the Work until payment of the amount owing has been received. In that event, the Completion Schedule shall be extended appropriately and the Contribution shall be increased by the amount of the Developer's expenses or damage directly attributable to stopping the Work as permitted by this paragraph, unless such Work stoppage occurred due to the fault or neglect of the Engineer. Whether or not the Work is stopped, interest at the rate established in Section 55.03(1), Florida Statutes shall be due on all payments not made by the County within the time required by the Local Government Prompt Payment Act.

(j) *Substantial Completion.* When the Developer considers the Work to be Substantially Complete, the County or its designee, with input from the Developer, shall promptly prepare and submit to the Engineer a comprehensive punch list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Developer to complete all Work in accordance with the Plans. Upon receipt of the County's punch list, the Engineer and CEI will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the Developer's list, which is not sufficiently complete in accordance with the Plans so that the County can use the Work for its intended purpose, the Developer shall, before issuance of a certificate of Substantial Completion, complete or correct such item upon notification by the Engineer or CEI. In that case, the Developer shall then submit a request for another inspection to determine Substantial Completion once the deficient item has been completed or corrected.

(k) *Certificate of Substantial Completion.* When the Work is Substantially Complete, the Engineer, with the concurrence of the CEI, will prepare a certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the time within which the Developer shall finish all items on the punch list accompanying the Certificate. Warranties required by this Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the certificate of Substantial Completion. The certificate of Substantial Completion shall be submitted to the County and the Developer for their written acceptance, which shall not be unreasonably withheld, delayed or conditioned. Upon acceptance by the County of the certificate of Substantial Completion and receipt of consent of the surety issuing the Bond, the County shall make payment of the remainder of the Contribution, including retainage, applying to such accepted items of Work. Such payment shall be adjusted for Work that is still incomplete or not in accordance with the requirements of the Plans, which shall be retained until such items of Work are finally completed and accepted.

(l) *Final Completion.* The Developer shall fully and finally complete the Work within sixty (60) days after certificate of Substantial Completion, subject to Excusable Delays. Upon receipt of the Developer's written notice that the Work is ready for final inspection and acceptance, accompanied by the Developer's final Draw request, the Engineer and CEI shall promptly make such inspection and, when the Engineer, with the concurrence of the CEI, finds the Work acceptable under the Plans and the Standards, the Engineer shall promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of this Agreement, the Plans and the Standards, and that the entire remaining balance of the Contribution is then due and payable to the Developer ("Final Completion"). The final Draw shall not be paid by the County until (i) the Developer submits to the Engineer the consent of the surety which issued the Bond and the close-out documents required by Section 5 below, and (ii) the Board has authorized acceptance of the Work.

3. *Indemnity; Insurance.* The Developer shall indemnify and hold the Board, the County and its officers, attorneys, agents and employees harmless from liability, damage, loss and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence or wrongful conduct of the Developer or any persons employed or engaged by the Developer in the performance of this Agreement. Prior to commencement of the Work, the Developer shall provide, directly or through one or more of its Contractors, certificates of general liability and workers compensation insurance in favor of the County in the amounts customarily required for the performance of such work in County rights-of-way, and meeting all applicable legal requirements for such insurance policies.

4. *Project Coordination; Notice.* Prior to commencement of the Work, the County and the Developer shall designate in writing those persons to whom all official notices and demands should be delivered under this Agreement, which designations may be changed from time to time by notice to the other party. All such official notices and demands shall be delivered to the person(s) and address(es) designated by the receiving party in accordance with the preceding

sentence, either by hand delivery or by recognized courier such as Federal Express or UPS, with a written receipt evidencing delivery, and such notice shall be effective upon receipt. In addition, the parties agree to designate from time to time, by official written notice, those persons who are authorized to represent the parties and supervise or coordinate the Project on a day-to-day basis consistent with the terms of this Agreement.

5. *Project Close-out.* Upon Final Completion of the Work, the Developer shall provide the following to the County as a condition of the final Draw request, subject to the County's reasonable approval and acceptance as indicated:

(a) *As-Builts.* The Developer shall cause a complete set of as-built Plans (certified by the Engineer), together with copies of all approved shop drawings and other required maintenance and operation manuals and certifications to be provided to the Director, in such form and detail as the County customarily requires for similar work within County rights-of-way.

(b) *Easements.* The Developer shall prepare perpetual, nonexclusive easement agreements, if required, in favor of FDOT and those utility providers and adjoining landowners whose utility or drainage facilities are to be located within the Right-of-Way as indicated in the Plans or Permits. The Developer shall also provide a perpetual, nonexclusive easement in favor of the County for the drainage of the Loop Road into the Developer's Proposed Stormwater Pond ("SMF-2") as indicated in the Plans and Permits. All such easement agreements shall be subject to approval by the County Attorney and execution or joinder by the Developer and the Board, as appropriate. Pursuant to the foregoing easement agreements, the utility providers shall be responsible for the maintenance and operation of their respective facilities located within the Right-of-Way, subject to appropriate right of way permits to be issued by the County, and the Developer shall be responsible for the maintenance and operation of SMF-2. Upon approval of the final Certificate for Payment and acceptance of the close-out documents required by this Section 5, the County shall be responsible for the maintenance and operation of all Improvements within the Right-of-Way except (i) as otherwise expressly provided in the foregoing easements, and (ii) warranty repairs to be performed by the Developer or Contractors on account of defective Work as described in (c) below.

(c) *Warranty.* Notwithstanding anything to the contrary in Section 5(b) above, the Developer shall provide directly or through one or more of its Contractors a maintenance bond or bonds to and in favor of the County in the aggregate amount of fifteen percent (15%) of the final construction value of the Improvements, in a form customarily required for such bonds, and conditioned to protect the County against defective workmanship or materials in the Improvements for a period of twenty-six (26) months from the date the Improvements are placed in service by the County. Alternatively, the Developer may provide such other comparable assurances as the County may reasonably and customarily accept for similar work within County rights-of-way.

6. *Disputes.* Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Developer in the following manner.

(a) *Written Statements.* A general statement of the dispute shall be set forth in writing as described in Section 4 above, with copies to the Developer, the County Manager, the Director and the Engineer. A prompt written response shall be provided in the same manner prior to any meetings of representatives of the parties.

(b) *Initial Meeting.* An initial meeting shall be held with representatives of the County Manager, the Director, the Developer and the Engineer. If the dispute is not settled at that stage, the County Attorney shall be notified in writing by the County Manager or his designee.

(c) *Subsequent Meetings; Mediation.* The County Attorney, County Manager and Director or their designee(s) shall meet with the Developer's representatives within ten (10) days of notification by the County Manager. If there is still no satisfactory resolution of the dispute, it shall be submitted to mediation in accordance with mediation rules established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Developer. No litigation shall be initiated unless and until the procedures set forth herein are followed.

(d) *Work to Continue.* No Work shall cease during a dispute unless the Board directs in writing that Work shall cease pending resolution of the dispute.

(e) *Termination by County.* Provided the County has first complied with the terms of this section ("Disputes"), the occurrence of any one or more of the following events shall justify termination of this Agreement by the County for cause:

(1) The Developer's persistent failure to perform the Work in accordance with the Plans and this Agreement (including but not limited to failure to adhere to the Completion Schedule as adjusted from time to time pursuant to this Agreement);

(2) The Developer's disregard of applicable laws or regulations of any public body having jurisdiction over the Work;

(3) The Developer's repeated disregard of the authority of the Engineer; or

(4) The Developer's violation in any substantial way of any provisions of the Plans or this Agreement.

If one or more of the events identified in this subsection should occur, the County may, after giving the Developer and Surety seven (7) days' written notice of its intent to do so, terminate this Agreement and cause the Surety to complete the Work pursuant to the terms of the Bond. Notwithstanding the foregoing, this Agreement shall not be terminated if the Developer begins, within seven (7) days of receipt of the County's notice of intent to terminate, to correct its failure to perform and thereafter proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice. The termination procedures of the Bond shall supersede the provisions of this subsection.

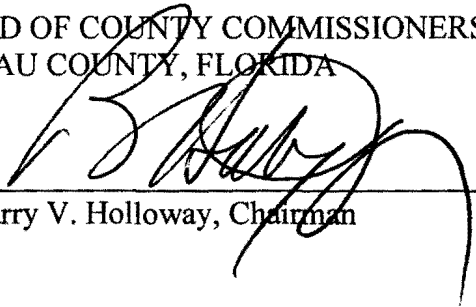
7. *Entire Agreement; Amendment.* This Agreement constitutes the entire understanding of the parties with respect to the Project and the Contribution, and it may only be amended in writing, signed by the parties in the same manner as this original Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed and delivered as of the day and year first above written.

Board:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

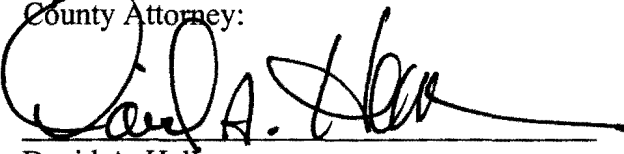
By 
Barry V. Holloway, Chairman

Attest as to Chairman's Signature:


John A. Crawford
Its Ex Officio Clerk

MSS
01/22/14

Approved as to form by the
County Attorney:


David A. Hallman

Developer:

VILLAGES OF AMELIA, LLC

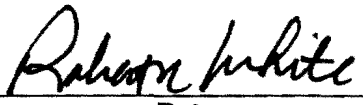
By: 
Name: Robert K. White
Title: Chief Operating Officer

Exhibit B
Plans

The following Plans have been prepared by the Engineer, and are all dated Dec 16, 2012 unless otherwise noted below:

C-000	Cover
C-001	General Site Notes
C-003	Pay Item Summary
C-010	Site Demolition Plan
C-011	Site Demolition Plan
C-100	Commerce Blvd. Master Plan
C-110	Commerce Blvd. Geometry Plan
C-111	Commerce Blvd. Geometry Plan
C-112	Nassau Center / A1A (SR200) Geometry Plan
C-114	Pavement Marking and Signage Plan
C-115	Pavement Marking and Signage Plan
C-116	Pavement Marking and Signage Plan
C-130	SMF-2 Geometry Plan
C-131	SMF-2 Grading and Drainage Plan
C-411	Commerce Blvd. Plan & Profile
C-412	Commerce Blvd. Plan & Profile
C-413	Commerce Blvd. Plan & Profile
C-414	Flora Parke Crossing Plan & Profile
C-415	Nassau Center Rd Plan & Profile
C-510	Site Details
C-511	Roadway Cross Sections
C-512	Site Fence Details
C-513	Driveway Cross Sections
C-520	Water Details
C-521	Sanitary Sewer Details
C-530	Grading & Drainage Details
C-531	Grading & Drainage Details
C-532	Grading & Drainage Details
C-540	Sediment & Erosion Control Plan
C-541	Sediment & Erosion Control Details
C-542	Stormwater Pollution Prevention Plan
C-600	Maintenance of Traffic Plans
C-601	Maintenance of Traffic Plans
C-602	Maintenance of Traffic Plans
C-603	Maintenance of Traffic Plans
C-604	Maintenance of Traffic Plans
C-605	Maintenance of Traffic Plans

Append to
CS-13-99

Extension of Commerce Boulevard

SECTION 00 65 19

CERTIFICATE OF FINAL COMPLETION

Project: Extension of Commerce Boulevard

Purchase Order No.: _____ Contract No.: CM2087

This Certificate of Final Completion applies to:

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: January 26, 2015

SIGNED: _____
DATE _____
NASSAU COUNTY CONSTRUCTION INSPECTOR
By: _____

NASSAU COUNTY PROJECT MANAGER
By: _____

NASSAU COUNTY ROAD & BRIDGE REPRESENTATIVE
By: _____

CONSULTING ENGINEER/ARCHITECT, ETC.:
BAKER KUEHN ENGINEERING
By: _____

CONTRACTOR:
TCE CONSTRUCTION
By: _____

DATE: 3/10/15

DATE: 3/12/15

DATE: 3/18/15

DATE: 3/5/15

DATE: 3/6/15

15 MAR 18 PM 4:02

RECEIVED
COUNTY ENGINEER'S OFFICE

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Extension of Commerce Boulevard

Purchase Order No.: _____ Contract No.: CM2087

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 : January 15, 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 60 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: 3/10/15

NASSAU COUNTY PROJECT MANAGER

By: [Signature]

DATE: 3/12/15

NASSAU COUNTY ROAD & BRIDGE REPRESENTATIVE

By: [Signature]

DATE: 3/8/15

CONSULTING ENGINEER/ARCHITECT, ETC.:

BAKER KLEIN ENGINEERING

By: [Signature]

DATE: 3/5/15

CONTRACTOR:

TCE CONSTRUCTION

By: [Signature]

DATE: 3/6/15

15 MAR 18 PM 4:02

RECEIVED
COUNTY ENGINEER

