

AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the 10th day of November in the year 2010
(In words, indicate day, month and year.)

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

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

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

Chism Development Company, Inc., Florida Profit Corporation
95005 Piney Island Court
Fernandina Beach, Florida 32034

P. O. Box 712
Fernandina Beach, Florida 32035
Telephone Number: 904-491-0728
Fax Number: 904-491-0782

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

Fire Station #60 - New Construction
Located in the northeast quadrant of US 301 and Motes Road intersection in Bryceville, Nassau County. New facility will be constructed just north of existing station. Construction and all site improvements for a new Fire Station Facility. Project includes, but is not limited to: Construction of a single story, metal building with three fire truck bays, six (6) sleeping rooms, lounge and full kitchen, conference/training room and fitness area. Living quarters are approximately 3,650 square feet, the fire truck bay approximately 4,150 square feet, for a total of 7,800 square foot building; Stormwater treatment facilities; Asphalt and rigid concrete pavement; Landscaping, including irrigation; On-site septic system with drain fields; demolition of the existing fire station.

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

Jarzyna & Associates Architects, P.A., Florida Profit Corporation
Four Juniper Court
Amelia Island, Florida 32034
Telephone Number: 904-321-4242
Fax Number: 904-321-2029

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

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

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

Init.

The Civil Engineer:

Ghyabi & Associates
1660 Prudential Drive, Suite 202
Jacksonville, Florida 32207
Telephone Number: 904-396-5727
Fax Number: 904-396-5737

The Owner and Contractor agree as follows.

Init.

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User Notes:

(729299016)

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

| The commencement date will be fixed in a notice to proceed.

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

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

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

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

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The Contractor shall achieve Substantial Completion within two hundred (200) consecutive calendar days from the date of commencement. As the structural demolition, pavement removal and site regarding, of the existing fire station facility, is the contractor's responsibility, the contractor shall be provided ninety (90) additional consecutive calendar days after the County has awarded the certificate of operation for the new facility. Notice shall be made, this demolition work cannot commence until after the County has completed their hazardous material evaluation and remediation of the exiting facility. Therefore, a combined two hundred and ninety (290) days shall be provided for total completion of this project.

Portion of Work

Substantial Completion Date

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

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day or any part thereof elapsing between the date established and the actual date upon which substantial completion is achieved. Moreover, if after one hundred ten (110) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor, shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Seventy-one Thousand Four Hundred Fifty-two Dollars and Zero Cents (\$ 971,452.00), subject to additions and deductions as provided in the Contract Documents.

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

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

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Owner shall pay Contractor pursuant to Florida Statutes 218.735, the Florida Prompt Payment Act.

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

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

Final Payment/Release of Final Retainage must be approved by the Board of County Commissioners, Nassau County

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

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

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

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

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and

Init.

the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

0.00 %

§ 8.3 The Owner's representative:

(Name, address and other information)

Sam Young
Nassau County Fire Rescue
96160 Nassau Place
Yulee, Florida 32097
Telephone Number: 904-491-7525
Fax Number: 904-321-5748
Mobile Number: 904-753-1134
Email Address: syoung@nassaucountyfl.com

§ 8.4 The Contractor's representative:

(Name, address and other information)

Wayne R. Chism
4454 Piney Island Court
Fernandina Beach, Florida 32034

P. O. Box 712
Fernandina Beach, Florida 32035
Telephone Number: 904-491-0728
Fax Number: 904-491-0782
Mobile Number: 904-753-9097
Email Address: chism712@aol.com

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

§ 8.6 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

Section	Title	Date	Pages
02030	Maintenance of Traffic	Oct. 2010 (NC10-034)	1
02050	Demolition	Oct. 2010 (NC10-034)	2
02110	Site Clearing	Oct. 2010 (NC10-034)	3
02200	Earthwork	Oct. 2010 (NC10-034)	10
02510	Asphaltic Concrete Paving	Oct. 2010 (NC10-034)	5
02520	Portland Cement Concrete Paving	Oct. 2010 (NC10-034)	3
02726	Site Storm Drainage System	Oct. 2010 (NC10-034)	4
02811	Irrigation System	Oct. 2010 (NC10-034)	18
02831	Chain Link Fences and Gates	Oct. 2010 (NC10-034)	4
02910	Landscape Develop.	Oct. 2010 (NC10-034)	13
11	Rigid Pavement Subgrade and Embankment Material	Oct. 2010 (NC10-034)	2

§ 9.1.5 The Drawings:

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

Number	Title	Date
A-0	Cover Sheet	05/03/2010
A-1	Floor Plan	05/03/2010
A-2	Enlarged Floor Plan	05/03/2010
A-3	Reflected Ceiling Plan	05/03/2010
A-4	Exterior Elevations	05/03/2010
A-5	Exterior Elevations Wall Section	05/03/2010
A-6	Details & Schedules	05/03/2010
A-7	Life Safety Plan	05/03/2010
M-1	Legend, Schedules & Specifications	06/14/2010
M-2	Floor Plan Mechanical	06/14/2010
M-3	Mechanical Specifications	06/14/2010

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E-1	Schedules, Notes and Details	06/14/2010
E-2	Site Plan	06/14/2010
E-3	Floor Plan Power	06/14/2010
E-4	Floor Plan Lighting	06/14/2010
E-5	Floor Plan Systems	06/14/2010
E-6	Roof Plan Lightning Protection	06/14/2010
E-7	Specifications	06/14/2010
E-8	Specifications	06/14/2010
E-9	Specifications	06/14/2010
E-10	Specifications	06/14/2010
P-1	Legend, Schedules and Specifications	06/14/2010
P-2	Floor Plan Plumbing	06/14/2010
P-3	Riser Diagrams & Details	06/14/2010
FP-1	Legend, Schedules & Specifications	06/14/2010
FP-2	Floor Plan Fire Protection	06/14/2010
FP-3	Site Plan	06/14/2010
1 of 11	Cover-Site Plan	8/5/10 Latest Revision 9/15/10
2 of 11	Index & Notes	8/5/10 Latest Revision 9/15/10
3 of 11	Pre-Develop. Plan	8/5/10 Latest Revision 9/15/10
4 of 11	Demolition Plan	8/5/10 Latest Revision 9/15/10
5 of 11	Site Geometry Plan	8/5/10 Latest Revision 9/15/10
6 of 11	Grading & Drainage Plan	8/5/10 Latest Revision 9/15/10
7 of 11	Site Details	8/5/10 Latest Revision 9/15/10
8 of 11	Site Details	8/5/10 Latest Revision 9/15/10
9 of 11	Erosion Control Details	8/5/10 Latest Revision 9/15/10
10 of 11	Access Details	8/5/10 Latest Revision 9/15/10
11 of 11	Traffic Control Plan	8/5/10 Latest Revision 9/15/10
L-1	Planting Details	8/5/10 Latest Revision 9/15/10
L-2	Landscape Legend, Schedule and Calculations	8/5/10 Latest Revision 9/15/10
SEP-1	Septic Details	8/5/10 Latest Revision 9/15/10
SEP-2	Drainfield Details	8/5/10 Latest Revision 9/15/10
Page 15/File No. C-443	Map of Boundary & Topographic Survey	08/25/09

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	09/15/2010	59
2	09/24/2010	79
3	10/04/2010	14
4	10/05/2010	1
5	10/06/2010	7
6	10/08/2010	2

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

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

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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

Invitation to Bid - Bid No. NC10-034

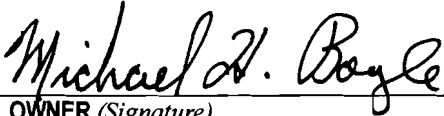
ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
General Liability	\$1,000,000; General Aggregate Limit \$2,000,000
Automobile Liability Insurance	\$1,000,000
Workers' Compensation	Pursuant to Florida Statutes
Performance Bond	\$97,145.20 (10% of project cost)
Payment Bond	\$97,145.20 (10% of project cost)

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



 OWNER (Signature)

Michael H. Boyle, Chairman
 (Printed name and title)



 CONTRACTOR (Signature)

Wayne R. Chism, President
 (Printed name and title)

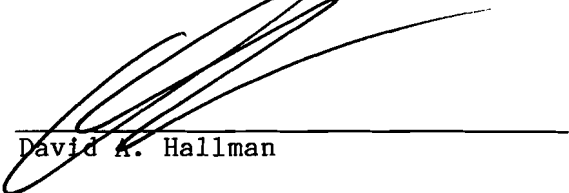
ATTEST TO CHAIRMAN'S SIGNATURE



 John A. Crawford, Ex-Officio Clerk

*OK
11/15/10*

Approved as to form by County Attorney



 David R. Hallman

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

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

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PAGE 1

AGREEMENT made as of the 10th day of November in the year 2010

...

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

...

Chism Development Company, Inc., Florida Profit Corporation
95005 Piney Island Court
Fernandina Beach, Florida 32034

P. O. Box 712
Fernandina Beach, Florida 32035
Telephone Number: 904-491-0728
Fax Number: 904-491-0782

...

Fire Station #60 - New Construction
Located in the northeast quadrant of US 301 and Motes Road intersection in Bryceville, Nassau County. New facility will be constructed just north of existing station.
Construction and all site improvements for a new Fire Station Facility. Project includes, but is not limited to: Construction of a single story, metal building with three fire truck bays, six (6) sleeping rooms, lounge and full kitchen, conference/training room and fitness area. Living quarters are approximately 3,650 square feet, the fire truck bay approximately 4,150 square feet, for a total of 7,800 square foot building; Stormwater treatment facilities; Asphalt and rigid concrete pavement; Landscaping, including irrigation; On-site septic system with drain fields; demolition of the existing fire station.

...

(Name, legal status, address and other information)

Jarzyna & Associates Architects, P.A., Florida Profit Corporation
Four Juniper Court
Amelia Island, Florida 32034

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User Notes:

(729299016)

Telephone Number: 904-321-4242
Fax Number: 904-321-2029

The Civil Engineer:

Ghyabi & Associates
1660 Prudential Drive, Suite 202
Jacksonville, Florida 32207
Telephone Number: 904-396-5727
Fax Number: 904-396-5737

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The commencement date will be fixed in a notice to proceed.

...

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

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The Contractor shall achieve Substantial Completion within two hundred (200) consecutive calendar days from the date of commencement. As the structural demolition, pavement removal and site regarding, of the existing fire station facility, is the contractor's responsibility, the contractor shall be provided ninety (90) additional consecutive calendar days after the County has awarded the certificate of operation for the new facility. Notice shall be made, this demolition work cannot commence until after the County has completed their hazardous material evaluation and remediation of the exiting facility. Therefore, a combined two hundred and ninety (290) days shall be provided for total completion of this project.

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Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Seven Hundred and no/100 Dollars (\$700.00) per calendar day or any part thereof elapsing between the date established and the actual date upon which substantial completion is achieved. Moreover, if after one hundred ten (110) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor, shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Seventy-one Thousand Four Hundred Fifty-two Dollars and Zero Cents (\$ 971,452.00), subject to additions and deductions as provided in the Contract Documents.

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~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.~~
(Federal, state or local laws may require payment within a certain period of time.) Owner shall pay Contractor pursuant to Florida Statutes 218.735, the Florida Prompt Payment Act.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00 %);

PAGE 6

Final Payment/Release of Final Retainage must be approved by the Board of County Commissioners, Nassau County

...

Other (Specify)

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

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

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

PAGE 7

0.00 %

...

Sam Young
Nassau County Fire Rescue

96160 Nassau Place
 Yulee, Florida 32097
 Telephone Number: 904-491-7525
 Fax Number: 904-321-5748
 Mobile Number: 904-753-1134
 Email Address: syoung@nassaucountyfl.com

...

Wayne R. Chism
 4454 Piney Island Court
 Fernandina Beach, Florida 32034

P. O. Box 712
 Fernandina Beach, Florida 32035
 Telephone Number: 904-491-0728
 Fax Number: 904-491-0782
 Mobile Number: 904-753-9097
 Email Address: chism712@aol.com

PAGE 8

<u>02030</u>	<u>Maintenance of Traffic</u>	<u>Oct. 2010 (NC10-034)</u>	<u>1</u>
<u>02050</u>	<u>Demolition</u>	<u>Oct. 2010 (NC10-034)</u>	<u>2</u>
<u>02110</u>	<u>Site Clearing</u>	<u>Oct. 2010 (NC10-034)</u>	<u>3</u>
<u>02200</u>	<u>Earthwork</u>	<u>Oct. 2010 (NC10-034)</u>	<u>10</u>
<u>02510</u>	<u>Asphaltic Concrete</u>	<u>Oct. 2010 (NC10-034)</u>	<u>5</u>
	<u>Paving</u>		
<u>02520</u>	<u>Portland Cement</u>	<u>Oct. 2010 (NC10-034)</u>	<u>3</u>
	<u>Concrete Paving</u>		
<u>02726</u>	<u>Site Storm Drainage</u>	<u>Oct. 2010 (NC10-034)</u>	<u>4</u>
	<u>System</u>		
<u>02811</u>	<u>Irrigation System</u>	<u>Oct. 2010 (NC10-034)</u>	<u>18</u>
<u>02831</u>	<u>Chain Link Fences and</u>	<u>Oct. 2010 (NC10-034)</u>	<u>4</u>
	<u>Gates</u>		
<u>02910</u>	<u>Landscape Develop.</u>	<u>Oct. 2010 (NC10-034)</u>	<u>13</u>
<u>11</u>	<u>Rigid Pavement</u>	<u>Oct. 2010 (NC10-034)</u>	<u>2</u>
	<u>Subgrade and</u>		
	<u>Embankment Material</u>		

...

<u>A-0</u>	<u>Cover Sheet</u>	<u>05/03/2010</u>
<u>A-1</u>	<u>Floor Plan</u>	<u>05/03/2010</u>
<u>A-2</u>	<u>Enlarged Floor Plan</u>	<u>05/03/2010</u>
<u>A-3</u>	<u>Reflected Ceiling Plan</u>	<u>05/03/2010</u>
<u>A-4</u>	<u>Exterior Elevations</u>	<u>05/03/2010</u>
<u>A-5</u>	<u>Exterior Elevations Wall</u>	<u>05/03/2010</u>
	<u>Section</u>	
<u>A-6</u>	<u>Details & Schedules</u>	<u>05/03/2010</u>
<u>A-7</u>	<u>Life Safety Plan</u>	<u>05/03/2010</u>
<u>M-1</u>	<u>Legend, Schedules &</u>	<u>06/14/2010</u>
	<u>Specifications</u>	
<u>M-2</u>	<u>Floor Plan Mechanical</u>	<u>06/14/2010</u>
<u>M-3</u>	<u>Mechanical</u>	<u>06/14/2010</u>
	<u>Specifications</u>	
<u>E-1</u>	<u>Schedules, Notes and</u>	<u>06/14/2010</u>

	<u>Details</u>	
<u>E-2</u>	<u>Site Plan</u>	<u>06/14/2010</u>
<u>E-3</u>	<u>Floor Plan Power</u>	<u>06/14/2010</u>
<u>E-4</u>	<u>Floor Plan Lighting</u>	<u>06/14/2010</u>
<u>E-5</u>	<u>Floor Plan Systems</u>	<u>06/14/2010</u>
<u>E-6</u>	<u>Roof Plan Lightning</u>	<u>06/14/2010</u>
	<u>Protection</u>	
<u>E-7</u>	<u>Specifications</u>	<u>06/14/2010</u>
<u>E-8</u>	<u>Specifications</u>	<u>06/14/2010</u>
<u>E-9</u>	<u>Specifications</u>	<u>06/14/2010</u>
<u>E-10</u>	<u>Specifications</u>	<u>06/14/2010</u>
<u>P-1</u>	<u>Legend, Schedules and</u>	<u>06/14/2010</u>
	<u>Specifications</u>	
<u>P-2</u>	<u>Floor Plan Plumbing</u>	<u>06/14/2010</u>
<u>P-3</u>	<u>Riser Diagrams & Details</u>	<u>06/14/2010</u>
<u>FP-1</u>	<u>Legend, Schedules &</u>	<u>06/14/2010</u>
	<u>Specifications</u>	
<u>FP-2</u>	<u>Floor Plan Fire Protection</u>	<u>06/14/2010</u>
<u>FP-3</u>	<u>Site Plan</u>	<u>06/14/2010</u>
<u>1 of 11</u>	<u>Cover-Site Plan</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>2 of 11</u>	<u>Index & Notes</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>3 of 11</u>	<u>Pre-Develop. Plan</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>4 of 11</u>	<u>Demolition Plan</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>5 of 11</u>	<u>Site Geometry Plan</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>6 of 11</u>	<u>Grading & Drainage Plan</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>7 of 11</u>	<u>Site Details</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>8 of 11</u>	<u>Site Details</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>9 of 11</u>	<u>Erosion Control Details</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>10 of 11</u>	<u>Access Details</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>11 of 11</u>	<u>Traffic Control Plan</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>L-1</u>	<u>Planting Details</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>L-2</u>	<u>Landscape Legend,</u>	<u>8/5/10 Latest Revision 9/15/10</u>
	<u>Schedule and</u>	
	<u>Calculations</u>	
<u>SEP-1</u>	<u>Septic Details</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>SEP-2</u>	<u>Drainfield Details</u>	<u>8/5/10 Latest Revision 9/15/10</u>
<u>Page 15/File No. C-443</u>	<u>Map of Boundary &</u>	<u>08/25/09</u>
	<u>Topographic Survey</u>	

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<u>1</u>	<u>09/15/2010</u>	<u>59</u>
<u>2</u>	<u>09/24/2010</u>	<u>79</u>
<u>3</u>	<u>10/04/2010</u>	<u>14</u>
<u>4</u>	<u>10/05/2010</u>	<u>1</u>
<u>5</u>	<u>10/06/2010</u>	<u>7</u>
<u>6</u>	<u>10/08/2010</u>	<u>2</u>

PAGE 10

Invitation to Bid - Bid No. NC10-034

...

<u>General Liability</u>	<u>\$1,000,000; General Aggregate Limit \$2,000,000</u>
<u>Automobile Liability Insurance</u>	<u>\$1,000,000</u>
<u>Workers' Compensation</u>	<u>Pursuant to Florida Statutes</u>

Performance Bond
Payment Bond

\$97,145.20 (10% of project cost)
\$97,145.20 (10% of project cost)

...

Michael H. Boyle, Chairman

Wayne R. Chism, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David A. Hallman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:31:34 on 11/10/2010 under Order No. 3965619745_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

County Attorney

(Title)

11/10/2010

(Dated)

AIA[®] Document E201[™] – 2007

Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the 8th day of November in the year 2010
(In words, indicate day, month and year.)

BETWEEN:

(Name, address and contact information, including electronic addresses)

AND:

(Name, address and contact information, including electronic addresses)

for the following Project:

(Name and location or address)

Fire Station #60 - New Construction

Located in the northeast quadrant of US 301 and Motes Road intersection in Bryceville, Nassau County. New facility will be constructed just north of existing station. Construction and all site improvements for a new Fire Station Facility. Project includes, but is not limited to: Construction of a single story, metal building with three fire truck bays, six (6) sleeping rooms, lounge and full kitchen, conference/training room and fitness area. Living quarters are approximately 3,650 square feet, the fire truck bay approximately 4,150 square feet, for a total of 7,800 square foot building; Stormwater treatment facilities; Asphalt and rigid concrete pavement; Landscaping, including irrigation; On-site septic system with drain fields; demolition of the existing fire station.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 PROJECT PROTOCOL TABLE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ADDITIONS AND DELETIONS:

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

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

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

§ 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications						
§ 3.1.2 Project communications						
General communications						
Meeting notices						
Agendas						

Minutes						
Requests for information						
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents						
Design Development Documents						
Construction Documents						
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents						
Drawings						
Specifications						
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor						
Returned by Architect						
Shop drawings						
Submitted by Contractor						
Returned by Architect						
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions						
Requests for proposal						
Proposal						
Modification communications						
§ 3.1.8 Project payment documents						
§ 3.1.9 Notices and Claims						
Other:						
§ 3.1.10 Closeout documents						
Record documents						

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:

(Provide required data format, including software version.)

W .doc, Microsoft® Word 2002

Transmitting Party:

- O Owner
- A Architect
- C Contractor

Init.

Transmission Method:

EM Via e-mail
EMA As an attachment to an e-mail transmission
CD Delivered via Compact Disk
PS Posted to Project Web site
FTP FTP transfer to receiving FTP server

Receiving Party:

O Owner
A Architect
C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

Init.

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User Notes:

(1649166153)

Additions and Deletions Report for AIA® Document E201™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:27:31 on 11/10/2010.

PAGE 1

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the 8th day of November in the year 2010

...

Fire Station #60 - New Construction

Located in the northeast quadrant of US 301 and Motes Road intersection in Bryceville, Nassau County. New facility will be constructed just north of existing station.

Construction and all site improvements for a new Fire Station Facility. Project includes, but is not limited to: Construction of a single story, metal building with three fire truck bays, six (6) sleeping rooms, lounge and full kitchen, conference/training room and fitness area. Living quarters are approximately 3,650 square feet, the fire truck bay approximately 4,150 square feet, for a total of 7,800 square foot building; Stormwater treatment facilities; Asphalt and rigid concrete pavement; Landscaping, including irrigation; On-site septic system with drain fields; demolition of the existing fire station.

PAGE 2

<u>§ 3.1.1 Project Agreements and Modifications</u>							
<u>§ 3.1.2 Project communications</u>							
<u>General communications</u>							
<u>Meeting notices</u>							
<u>Agendas</u>							
<u>Minutes</u>							
<u>Requests for information</u>							
<u>Other:</u>							
<u>§ 3.1.3 Architect's pre-construction submittals</u>							
<u>Schematic Design Documents</u>							
<u>Design Development Documents</u>							
<u>Construction Documents</u>							
<u>§ 3.1.4 Architect's Drawings and Specifications</u>							
<u>Contract Documents</u>							
<u>Drawings</u>							
<u>Specifications</u>							
<u>Other:</u>							
<u>§ 3.1.5 Contractor's submittals</u>							
<u>Product data</u>							
<u>Submitted by Contractor</u>							
<u>Returned by Architect</u>							
<u>Shop drawings</u>							
<u>Submitted by Contractor</u>							
<u>Returned by Architect</u>							

Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions						
Requests for proposal						
Proposal						
Modification communications						
§ 3.1.8 Project payment documents						
§ 3.1.9 Notices and Claims						
Other:						
§ 3.1.10 Closeout documents						
Record documents						

PAGE 3

Data Format:

(Provide required data format, including software version.)

W .doc, Microsoft® Word 2002

Transmitting Party:

- O Owner
- A Architect
- C Contractor

Transmission Method:

- EM Via e-mail
- EMA As an attachment to an e-mail transmission
- CD Delivered via Compact Disk
- PS Posted to Project Web site
- FTP FTP transfer to receiving FTP server

Receiving Party:

- O Owner
- A Architect
- C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

- S Store and view only
- R Reproduce and distribute
- I Integrate (incorporate additional digital data without modifying data received)

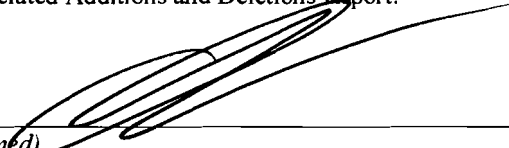
M _____ Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, David A. Hallman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:27:31 on 11/10/2010 under Order No. 3965619745_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E201™ – 2007, Digital Data Protocol Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

County Attorney

(Title)

11/10/2010

(Dated)

Performance and Payment Bond No.: B98810-023802

As to Contractor/Principal: Chism Development Company, Inc.

Name: Wayne R. Chism

Principal Business Address:

95005 Piney Island Court
Fernandina Beach, FL 32034

As to the Surety: American Southern Insurance Company

Principal Business Address:

1515 CR 210 W., Suite 211
Jacksonville, FL 32259

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

Board of County Commissioners Nassau County

Principal Business Address:

96135 Nassau Place, Suite 1
Yulee, FL 32097

Description of project including address and description of improvements:

Fire Station #60 / New Construction

INSTR # 201031205, Book 1710, Page 591
Pages 8
Doc Type UNK, Recorded 11/17/2010 at 12:42 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$69.50
#1

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.: B98810-023802

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):
Chism Development Company, Inc.
95005 Piney Island Court
Fernandina Beach, FL 32034

SURETY (Name and Principal Place of Business):
American Southern Insurance Company
1515 CR 210 W., Suite 211
Jacksonville, FL 32259

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

CONSTRUCTION CONTRACT
Date: November 10th, 2010
Amount: Nine Hundred Seventy One Thousand Four Hundred Fifty Two Dollars and 00/100 (\$971,452.00)
Description (Name and Location): Fire Station #60 / New Construction

BOND
Date (Not earlier than Construction Contract Date): November 16th, 2010
Amount: Nine Hundred Seventy One Thousand Four Hundred Fifty Two Dollars and 00/100 (\$971,452.00)

Modifications to this Bond:

X None

See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Chism Development Company, Inc.
Signature: Wayne R. Chism
Name and Title: Wayne R. Chism, President

SURETY
Company: (Corporate Seal)
American Southern Insurance Company
Signature: Peter A. Kessler
Name and Title: Peter A. Kessler, Attorney-in-Fact
And Licensed Florida Resident Agent

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: Bonds Only, Inc.

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's 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 Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction 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 the Contractor ceased working or within two years after the 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the 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 or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal 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.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by The Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

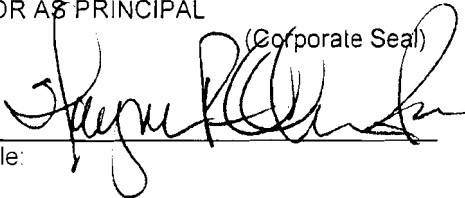
12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: 
Name and Title: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____

THE AMERICAN INSTITUTE OF ARCHITECTS

THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 OR SECTION 713.23, FLORIDA STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN BY REFERENCE.



Bond No.: B98810-023802

Please be advised that additional bond fees will be invoiced on any increases in the contract price. This includes bond fees in all additive change orders. If project completion time exceeds 12 months, a time surcharge of 1% of total premium per month shall also be due and payable.

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):
Chism Development Company, Inc.
95005 Piney Island Court
Fernandina Beach, FL 32034

SURETY (Name and Principal Place of Business):
American Southern Insurance Company
1515 CR 210 W., Suite 211
Jacksonville, FL 32259

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

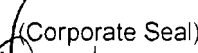
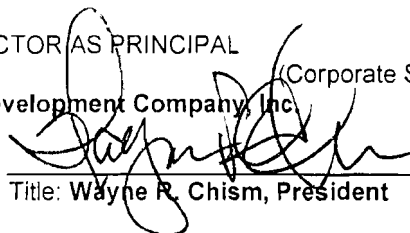
CONSTRUCTION CONTRACT


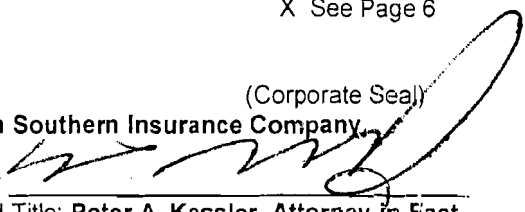
Date: November 10th, 2010
Amount: **Nine Hundred Seventy One Thousand Four Hundred Fifty Two Dollars and 00/100 (\$971,452.00)**
Description (Name and Location): **Fire Station #60 / New Construction**

BOND

Date (Not earlier than Construction Contract Date): November 16th, 2010
Amount: **Nine Hundred Seventy One Thousand Four Hundred Fifty Two Dollars and 00/100 (\$971,452.00)**

Modifications to this Bond: None See Page 6

CONTRACTOR AS PRINCIPAL
Company: 
Chism Development Company, Inc.
Signature: 
Name and Title: **Wayne R. Chism, President**

SURETY
Company: 
American Southern Insurance Company
Signature: 
Name and Title: **Peter A. Kessler, Attorney-in-Fact
And Licensed Florida Resident Agent**

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: Bonds Only, Inc. OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, 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 the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the 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 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 the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has 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 the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, 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 The 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 the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The 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 The Surety hereby waives notice of any change, including changes of time, to the Construction 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 Subparagraph 4.1 or Clause 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 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 the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the 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 or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal 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 by any person or entity appearing to be a potential beneficiary of this Bond, the 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 the Contractor or with a subcontractor of the 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 Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

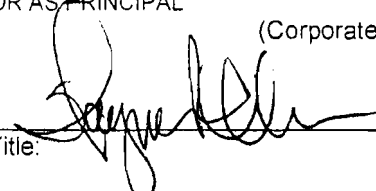
15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Please be advised that additional bond fees will be invoiced on any increases in the contract price, thus include bond fees in all additive change orders. If project completion time exceeds 12 months, a time surcharge of 1% of total premium per month shall also be due and payable.

THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 OR SECTION 713.20, FLORIDA STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN BY REFERENCE.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)
Signature: 
Name and Title: _____
Address: _____

SURETY
Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

Corporate Headquarters: 3715 Northside Parkway, NW
Building 400, 8th Floor
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Peter A. Kessler, of Jacksonville, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

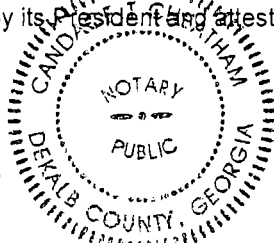
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 2nd day of July, 2007.

Attest:



Gail A. Lee, Secretary



American Southern Insurance Company

By: 
Scott G. Thompson, President

On this 2nd day of July, 2007, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

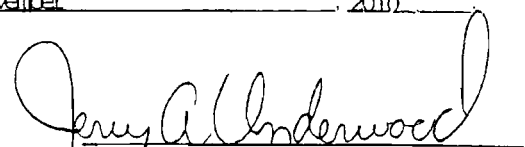

Candace T. Cheatham
Notary Public, State of Georgia

STATE OF GEORGIA

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 16th day of November, 2010

Number 69461


Jerry A. Underwood
Vice President - Surety