

CONTRACT FOR RESURFACING OF FELMOR ROAD

THIS CONTRACT entered into this 27th day of June, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **HUBBARD CONSTRUCTION COMPANY**, 1936 Lee Road, Winter Park, FL 32789, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Felmor Road Resurfacing Project, on May 19, 2011 at 2:00 p.m.; and

WHEREAS, the Engineering Services Department determined that Hubbard Construction Company was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "B"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order.

Payment in advance of receipt of goods or services by Nassau County cannot be made. The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.

SECTION 5. Firm Prices

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a “first priority” basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor’s employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 21. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers’ Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 22. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, 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 Department Head (or their designee), and a representative of the Vendor. 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 Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Vendor'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 Vendor. 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 Vendor. Vendor 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.

SECTION 23. Entire Agreement

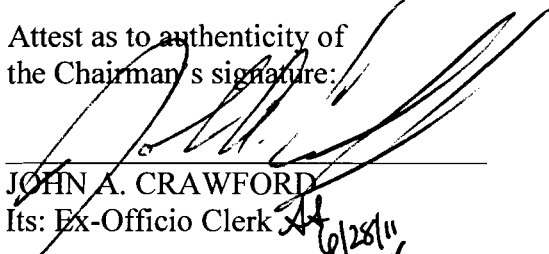
The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


WALTER J. BOATRIGHT
Its: Chair

Attest as to authenticity of
the Chairman's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

Hubbard Construction Company

P. Frederick O'Dea, Jr.
By: P. Frederick O'Dea, Jr.
Its: Vice President & Secretary

STATE OF Florida
COUNTY OF Orange

Before me personally appeared, P. Frederick O'Dea, Jr., who is personally known X or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of JUNE, 2011.

Patrick N. Wells
Notary Signature

Notary-Public-State of Florida at large
My Commission expires:

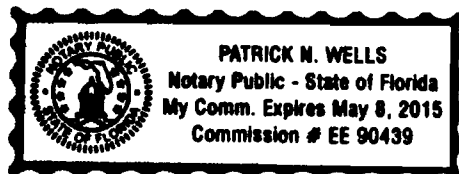


EXHIBIT "A"

ATTACHMENT "B"

BID PROPOSAL FORM
 FELMOR ROAD RESURFACING CONTRACT
 FY 2010/2011

BASE BID ITEMS

Number	Pay Item Number	Item Description	Quantity	Unit	Unit Price	Total
1	101-1	Mobilization	1	LS	4,160.95	4,160.95
2	102-1	Maintenance of Traffic	1	LS	5,073.31	5,073.31
3	327-70-1	Milling Existing Asphalt (AVG 1" Depth)	175	SY	17.96	3,143.00
4	334-1-12	Superpave Asp. Conc. (SP-9.5) (Traffic B)	680	TN	103.44	70,339.20
5	706-3	Retroreflective Pavement Marker Yellow/Yellow	190	EA	4.30	817.00
6	706-3	Retroreflective Pavement Marker White/Red	40	EA	4.30	172.00
7	706-3	Retroreflective Pavement Marker Blue/Blue	1	EA	4.30	4.30
8	N/A	Temporary Striping	1	LS	5,086.00	5,086.00
9	711-11-111	Thermoplastic, Standard, Solid White 6"	0.65	NM	4,093.00	2,660.45
10	711-11-125	Thermoplastic, Standard, Solid White 24"	80	LF	4.31	344.80
11	711-11-160	Thermoplastic Std, White, Msg, "R/R"	2	EA	377.02	754.04
12	711-11-170	Thermoplastic Std, White, Arrows, "SINGLE"	11	EA	75.40	829.40
13	711-11-170	Thermoplastic Std, White, Arrows, "DOUBLE"	2	EA	150.00	300.00
14	711-11-211	Thermoplastic, Standard, Solid Yellow 6"	1.05	NM	4,093.00	4,297.65
15	711-11-224	Thermoplastic, Standard, Solid Yellow 18"	270	LF	3.77	1,017.90
					TOTAL PRICE	\$99,500.00

Hubbard Construction Company

 Company Name
 1936 Lee Road

 Address
 Winter Park, FL 32789

 City State Zip

 Submitted By: P. Frederick O'Dea, Jr., Secretary & VP
 407-645-5500

 Telephone Number

**** FAILURE TO SUBMIT
 THIS FORM ALONG
 WITH BID PACKAGE
 MAY RESULT IN
 DISQUALIFICATION.**

EXHIBIT "B" -

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

1. The managing authority for this project shall be the Public Works Director, J. Scott Herring, P.E. or his authorized designee.
2. The Felmor Road Resurfacing Project consists of the overlay of asphalt from approximately the FDOT SR 200 right-of-way to the Pages Dairy Road right-of-way. The work to be performed is generally described as resurfacing of a two lane rural road with a portion containing a turn lane and includes:
 - Milling of existing asphalt to create smooth asphalt joint(s).
 - Resurfacing of existing asphalt pavement.
 - Traffic maintenance and protection.
 - Pavement Markings.
3. Contractor must demonstrate expertise in the following areas:
 - Proper Installation of Asphalt Pavement in accordance with Nassau County Codes, FDOT standards, plans and specifications.
 - Ensure striping/pavement markings are installed in accordance with Nassau County Codes, FDOT standards, plans and specifications.
 - Timely and accurate reporting of invoicing
4. Duration of Contract: 45 Days from written Notice to Proceed.
5. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
6. All charges must be indicated on the Bid Form. If not, Nassau County will have the authority to reject those charges.
7. Complete description and specifications of product must accompany each and every bid.

8. WORKING HOURS

Work under this contract shall not be prosecuted on County, State and/or national holidays or during the Fernandina Beach Shrimp Festival, except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Working hours will be from 8:30 AM to 5:00 PM Monday thru Friday unless written permission from the County is granted for alternate days and hours. Lane closures will be restricted to the hours between 9:00 AM to 3:30 PM.

9. MEASUREMENT AND PAYMENT

PART 1 GENERAL

Work under this Contract shall be paid as designated below under the appropriate items associated with the Bid Schedule. Payment shall be in accordance with the Unit Price bid by the Contractor in his proposal.

Contractual costs for work not specifically mentioned under a payment item and which are incidental to the overall conduct of the work shall be included in the individual items at the Contractor's option. No additional charges shall be made to the County for items not specifically mentioned under individual payment items. Examples of these types of costs include, but are not limited to, the following: bonds, insurance, permits, licenses, traffic control, dust control, clean-up, temporary access, temporary facilities, soil erosion control, temporary drainage, temporary offices, restoration of disturbed areas, temporary utilities, test pits locating existing utilities, temporary water and sewer, surveying, layout, mobilization and other items similar to above.

No payment request will be processed until quantities and installation acceptance is verified by a representative of Nassau County.

PART 2 BID SCHEDULE ITEMS

Item 1. Mobilization

- A. Measurement and Payment for Mobilization shall be in accordance with the standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition, Section 101.
- B. Payment will be made under Item No. 101-1 Mobilization, on a lump sum basis.

Item 2. Maintenance of Traffic

- A. Measurement and Payment for Maintenance of Traffic shall be in accordance with the standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition, Section 102.
- B. Payment will be made under Item No. 102-1 Maintenance of Traffic, on a lump sum basis.

Item 3. Milling Existing Asphalt

- A. Measurement and Payment for Milling Existing Asphalt shall be in accordance with the standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition, Section 327.
- B. Payment will be made under Item No. 327-70-1 Milling Existing Asphalt (1") Avg. Depth on a per square yard basis.

Item 4. Superpave Asphalt Concrete

- A. Measurement and Payment for Superpave Asphaltic Concrete shall be in accordance with the standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition, Section 334.
- B. Payment will be made under Item No. 334-1-12 Superpave Asphaltic Concrete (SP-9.5) (Traffic B) (1.5") Avg. Thickness on a per ton basis. Contractor must meet all pavement testing requirements.
- C. For the purpose of Nassau County Contracts, a LOT will be defined as 100 tons and a subplot as 25 tons.
- D. All Quality Control testing of Superpave Asphalt Concrete for plant and roadway sampling, shall be in accordance with Sections 334-5.1.4.2 and 334-5.1.4.3 34 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010 Edition, with the exception of the following intervals:
 - 1.) Obtain one random sample of mix per each day's production in accordance with Section 334-5.1.1.1.
 - 2.) Obtain one six inch diameter roadway core within 24 hours of placement at staggered locations (left, right, center) at intervals of 1,000 LF per travel lane.
- E. Acceptance of Superpave Asphalt Concrete will be based solely on results obtained from Quality Control testing. No reduction in pay or consideration of pay factors will be accepted by Nassau County.

Items 5-7 Retro-Reflective Pavement Markers

- A. Measurement and Payment for Raised Retro-reflective Pavement Marker installed according to standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition Section 706.

- B. Payment will be made under Item 706-3, Raised Retro-Reflective Pavement Markers (RPM) (Bi-Directional Yellow), Item No. 706-3, Raised Retro-Reflective Pavement Markers (RPM) (Bi-Directional White/Red), and Item No. 706-3, Raised Retro-Reflective Pavement Markers (RPM) (Bi-Directional Blue), on a per each basis.

Item 8 Temporary Striping

- A. Measurement for Temporary striping shall be in accordance with the plans.
- B. Payment will be made for Temporary Striping on a lump sum basis.

Items 9-15 Thermoplastic Pavement Markings

- A. Measurement and Payment for Thermoplastic pavement markings and striping to be installed according to standards of the Florida Department of Transportation Standard Specifications for Roads and Bridges, 2010 Edition, Section 711.
- B. Payment will be made under item 711-Thermoplastic Pavement Markings as follows:
 - (9) Item 711-11-111 Solid Traffic Stripe, 6" White (Thermoplastic), on a net mile basis.
 - (10) Item 711-11-125 Solid Traffic Stripe, 24" White (Thermoplastic), on a linear foot basis.
 - (11) Item 711-11-160 Message, "R/R", White (Thermoplastic) on per each basis.
 - (12) Item 711-11-170 Arrow, "SINGLE", White (Thermoplastic) on per each basis.
 - (13) Item 711-11-170 Arrow, "DOUBLE", White (Thermoplastic) on per each basis.
 - (14) Item 711-11-211 Solid Traffic Stripe, 6" Yellow (Thermoplastic), on a net mile basis.
 - (15) Item 711-11-224 Solid Traffic Stripe, 18" Yellow (Thermoplastic), on a linear foot basis.

- 10. Bid prices shall be based on items and their unit of measurement supplied on Bid Proposal Form.
- 11. Bid prices to include cost incurred for all cost the contractor may have while performing the work.
- 12. Bid prices provided on the Bid Proposal Form, must remain in effect for the entire duration of the contract.

13. The County and the Florida Department of Transportation will concurrently review all bids and reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The County further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County may also reject the Bid of any Bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
14. Bidders are required to fill out the attached bid sheet and return with bid package.
15. Contract to be awarded based on the average cost of the Base Bid items.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
06/21/2011

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

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

PRODUCER Willis of Michigan, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Arch Insurance Company	11150-001	
INSURED Hubbard Construction Company The Hubbard Group, Inc. P.O. Box 547217 Orlando, FL 32854	INSURER B: National Union Fire Insurance Company of	19445-005	
	INSURER C: Great American Insurance Company	16691-005	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 16124789 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	Y		11PKG2341102	10/1/2010	10/1/2011	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 50,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:									
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$		
A	AUTOMOBILE LIABILITY	Y		11PKG2341102	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE28360827	10/1/2010	10/1/2011	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	11WCI2341002	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Equipment Floater Blanket All Risk Coverage			MAC818588302	10/1/2010	10/1/2011	All Leased & Rented Equipment Deductible \$25,000		

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

Felmor Road Resurfacing Project, Nassau County, FL.

Excess Liability Follows Form

It is agreed that Nassau County, a political subdivision of the State of Florida, its officers, employees and agents are included as Additional Insureds as respects to General Liability and Auto Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the project described herein.

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners Nassau County, Florida 96135 Nassau Place, Suite 6 Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:3397258 Tpl:1160921 Cert:16124789 © 1988-2010 ACORD CORPORATION. All rights reserved.

ATTACHMENT "H"

PERFORMANCE BOND

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

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

Hubbard Construction Company
1936 Lee Road Winter Park, Florida 32789

Travelers Casualty and Surety Company of America
One Tower Square

OWNER (Name and Address):

Board of County Commissioners of Nassau County, FL
96135 Nassau Pl., Suite 1, Yulee, FL 32097

Hartford, Connecticut 06183

CONTRACT

Date: June 27, 2011

Amount: Ninety-Nine Thousand, Five Hundred and No/100 (\$99,500.00)

Description (Name and Location): Felmor Road Resurfacing Contract FY 2010/2011
Contract No. CM1742, Bid Number NC11-006

BOND

Bond Number: 105528594

Date (Not earlier than Contract Date): July 21, 2011

Amount: Ninety-Nine Thousand, Five Hundred and No/100 (\$99,500.00)

Modifications to this Bond Form: None

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

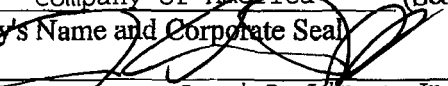
CONTRACTOR AS PRINCIPAL

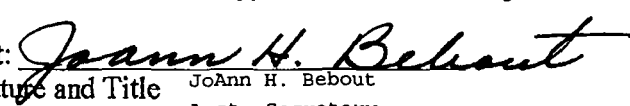
SURETY

Company: Hubbard Construction Company

Signature:  (Seal)
Name and Title:

Travelers Casualty and Surety
Company of America (Seal)

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

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

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

TERMS AND CONDITIONS OF PERFORMANCE BOND

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the County for the performance of the Contract, which is incorporated herein by reference
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1
3. If there is no the County Default, Surety's obligation under this Bond shall arise after:
 - 3.1 The County has notified Contractor and Surety, at the address described in Paragraph 10 below, that the County is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the County, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the County's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The County has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3 The County has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When the County has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of the County, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors, or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the County for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the County and Contractor selected with the County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the County the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the County resulting from Contractor Default; or

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

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted through the duration of the contract. Upon final acceptance by Nassau County, the bond may be released. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, the County, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a stationary bond and not as a common law bond.
12. Definitions
 - 12.1 Balance of the Contract Price: The total amount payable by the County to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by the County in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2 Contract: The agreement between the County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 The County Default: Failure of the County, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 216556

Certificate No. 003821841

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of August, 2010.

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

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



State of Connecticut
City of Hartford ss.

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

On this 6th day of August, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of July, 20 11.


Kori M. Johanson, Assistant Secretary



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

ATTACHMENT "I"

PAYMENT BOND

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

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

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

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

CONTRACT

Date: June 27, 2011
Amount: Ninety-Nine Thousand, Five Hundred and No/100 (\$99,500.00)
Description (Name and Location): Felmor Road Resurfacing Contract, FY2010/2011
Contract # CM1742, Bid Number NC11-006

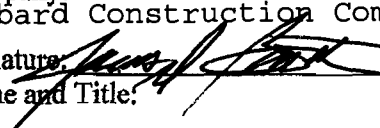
BOND

Bond Number: 105528594
Date (Not earlier than Contract Date): July 21, 2011
Amount: Ninety-Nine Thousand, Five Hundred and No/100 (\$99,500.00)
Modifications to this Bond Form:

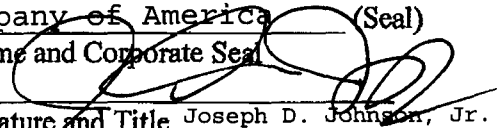
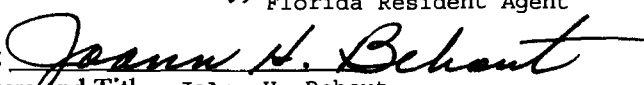
The provisions and limitations of Section 255.05, Florida Statutes, are incorporated into this bond by reference.

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

CONTRACTOR AS PRINCIPAL

Company:
Hubbard Construction Company
Signature:  (Seal)
Name and Title:

SURETY

Travelers Casualty and Surety
Company of America (Seal)
Surety's Name and Corporate Seal
By: 
Signature and Title Joseph D. Johnson, Jr.
(Attach Power of Attorney) Attorney-in-Fact
Florida Resident Agent
Attest: 
Signature and Title JoAnn H. Bebout
Asst. Secretary

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

TERMS AND CONDITIONS OF PAYMENT BOND

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

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to the County, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by the County to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and the County accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the County's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to the County, Claimants, or others for obligations of Contractor that are unrelated to the Contract. The County shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, the County, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the County, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 216556

Certificate No. 003821842

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of August, 2010.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 6th day of August, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

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

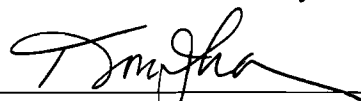
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

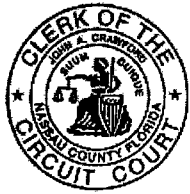
I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of JULY, 20 11.


Kori M. Johanson, Assistant Secretary



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



John A. Crawford
 Clerk of Circuit Court
 76347 Veterans Way
 Yulee, FL 32097
 (904) 548-4600



Print Date:
 8/1/2011 2:05:29
 PM

Nassau County Transaction #: 89489
Receipt #: 87683
Cashier Date: 8/1/2011 2:05:26 PM
 (JZIPPERER)

Customer Information	Transaction Information	Payment Summary
() HUBBARD CONSTRUCTION COMPANY PO BOX 547217 ORLANDO, FL 32854	DateReceived: 08/01/2011 Source Code: MAIN OFFICE Q Code: MAIN OFFICE Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$103.50 Total Payments \$103.50

1 Payments

CHECK 3766	\$103.50
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1 Recorded Items

(UNK) MISCELLANEOUS	<i>BK/PG: 1749/602 CFN:201118344 Date:8/1/2011 2:05:09 PM From: BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY To: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</i>	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	12	\$103.50
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	4	\$0.00

0 Search Items

0 Miscellaneous Items