

Contract Agreement

THIS CONTRACT AGREEMENT, made this 7th day of April A.D., 1995, by and between the Nassau County, Florida, a N/A corporation, hereinafter called the OWNER and Walding Company, a Florida corporation, hereinafter called the CONTRACTOR.

WITNESSETH that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. STATEMENT OF AWARD

The Contractor is the lowest and best responsible Bidder for furnishing all labor and materials, for construction of the Fernandina International Tradeplex Roadway Construction Project prepared by Pitman-Hartenstein & Associates, Inc., Engineers, for Nassau County, Florida, and has been awarded to the Contract for said work, the 27th day of March, 1995.


2. SCOPE OF WORK

The Contractor shall, at his own cost and expense, furnish all materials, tools, equipment, labor, and everything else necessary to perform and shall perform in accordance with the Contract Documents as defined in the paragraph of the Information for Bidders entitled "Contract Documents", all of which are hereby made a part of this Contract Agreement and are on file in the Office of the County Engineer, Fernandina Beach, Florida the work of accomplishing the construction of the Fernandina International Tradeplex Roadway Construction Project.

3. COMPENSATION

On the faithful and acceptable performance of this Contract Agreement by the Contractor, the Owner will pay the Contractor, in accordance with the Contract Documents, the total sum of

One Million, Forty-Two Thousand, Eight hundred forty dollars and seventy-five cents
(\$1,042,840.75)


 ~~which sum will be adjusted in accordance with equipment prices contained in the Contractor's Proposal and the actual material and equipment accepted and installed in accordance with the Contract Documents~~

4. TIME OF COMPLETION, LIQUIDATION DAMAGES AND INSPECTION COSTS

The Contractor hereby agrees to commence the work under this Contract Agreement on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete each subpart of the project within the consecutive calendar days shown below:

Consecutive
Calendar Days

Roadway Construction of the
Fernandina International Tradeplex..... 105

 ** which sum may be adjusted up or down based upon the actual quantity times the unit costs as contained in the contractor's proposal. The procedure for an adjustment will be as set forth in the contract documents pertaining to Amending and Supplementing (I-1) contracts.
Fernandina International Tradeplex Roadway Construction

In the event final completion of the work is delayed beyond the time stipulated, or extension(s) of time granted by the Owner, the Contractor agrees to pay the Owner, as liquidated damages the sum of three hundred dollars (\$300.00) per day for each and every day thereafter, Sundays and holidays included, plus actual engineering inspection costs including support services for each and every day thereafter, Sundays and holidays included, until date of Final Acceptance by the Owner; notwithstanding issuance of a Certificate of Substantial Completion on the project.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in sextuplicate, each of which shall be deemed an original on the day and year first above written.


(SEAL)

ATTEST:

Signature:

Name:

Title:

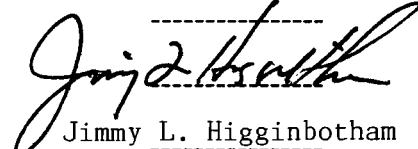

T. J. "Jerry" Greeson
(Please Type)
Ex-Officio Clerk
(Please Type)

OWNER:

Signature:

Name:

Title:


Jimmy L. Higginbotham
(Please Type)
Chairman, Nassau County
Board of County Commissioners
(Please Type)

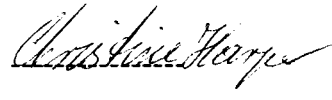
(SEAL)

ATTEST:

Signature:

Name:

Title:


Christine Harper
(Please Type)
Office Manager
(Please Type)

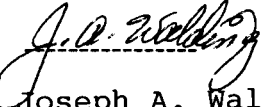
CONTRACTOR:

Signature:

Name:

Title:

Address:
(Please Type)

~~Walding Company~~

Joseph A. Walding
(Please Type)
President
(Please Type)
5639 Witten Rd.
Jacksonville
Fl. 32254

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that WALDING COMPANY a
FLORIDA corporation, hereinafter called PRINCIPAL, and
THE OHIO CASUALTY INSURANCE COMPANY
 State of OHIO, hereinafter called SURETY, are held and firmly bound unto Nassau
 County, Florida, a _____ corporation, hereinafter called OWNER, in the penal
 sum of \$1,042,840.75 in lawful money of the United States, for the payment of which sum well
 and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors
 jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
 into a certain Contract with the Owner, dated the 7th day of April
 1995, a copy of which is hereto attached and made a part hereof for furnishing all labor,
 material, and equipment for accomplishing the construction of the Fernandina International
Tradeplex Roadway Project with Contract Documents prepared by Pitman-Hartenstein &
 Associates, Inc., Engineers for Nassau County, Florida.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties,
 all the undertakings, covenants, terms, conditions, and agreements of said Contract during the
 original term thereof, and shall satisfy all claims and demands incurred under such Contract, and
 shall fully indemnify and save harmless the Owner from all costs and damages which it may
 suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
 expenses which the Owner may incur in making good any default, then this obligation shall be
 void; otherwise, to remain in full force and effect. With regard to Florida work, the conditions
 being more fully set out in Chapter 255, Bond of Contractor Constructing Public Buildings;
 Action by Materialmen, Etc., Florida Statutes 1981, are by reference herewith made a part of this
 Bond.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and
 agrees that no change, extension of time, alteration or addition to the terms of the Contract or to
 the work to be performed hereunder or the Contract Documents accompanying the same shall in
 anywise affect its obligation on this Bond, and it does hereby waive notice of any such change,
 extension of time, alteration or addition to the terms of the Contract, or to the work, or to the
 Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
 shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 7th day of April, 1995.

ATTEST:

Principal Secretary

(SEAL)

Christine Harper
Witness as to Principal

11341 Skimmer Ct
Jacksonville, FL 32225
Address

ATTEST:

Surety Secretary

(SEAL)

Donna K. Rutlaw
Witness as to Surety

2137 PARK STREET
JACKSONVILLE, FL 32204
Address

FORM APPROVED:

County Attorney

WALDING COMPANY
PRINCIPAL

By: Michael Walding
5639 WITTEN ROAD
JACKSONVILLE, FL 32254-1593
Address

THE OHIO CASUALTY INSURANCE CO.
SURETY

By: Roger R. Hurst
Attorney-in-Fact ROGER R. HURST
136 N. THIRD STREET
HAMILTON, OHIO 45025
Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

J-2

Fernandina International Tradeplex Roadway Construction

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that
 WALDING COMPANY a FLORIDA
 corporation, hereinafter called PRINCIPAL, and OHIO CASUALTY State of
 OHIO, hereinafter called SURETY, are held and firmly bound unto Nassau
 County, Florida, a N/A corporation, hereinafter called OWNER, in the penal sum
 of
ONE MILLION FORTY-TWO THOUSAND EIGHT HUNDRED FORTY & 75/100 (\$1,042,840.75)
 in lawful money of the United States, for the payment of which sum well and truly to be made,
 we bind ourselves, our heirs, executors, administrators, and successors jointly, severally, and
 firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
 into a certain Contract with the Owner, dated the 7th day of April,
 1995, a copy of which is hereto attached and made a part hereof for furnishing all labor,
 material, and equipment for accomplishing the construction of the Fernandina International
 Tradeplex Roadway Project in accordance with Plans prepared by Pitman-Hartenstein &
 Associates, Inc., Engineers, for Nassau County, Florida.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
 Subcontractors, and corporations furnishing materials for or performing labor in the prosecution
 of the work provided for in such Contract, and any authorized extension or modification thereof,
 including all amounts due for materials, lubricants, oil, gasoline, supplies, repairs on machinery,
 equipment, and tools consumed or used in connection with the construction of such work, and all
 insurance premiums on said work, and for all labor performed in such work, whether by
 Subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force
 and effect. With regard to Florida work, the conditions being more fully set out in Chapter 255,
 Bond of Contractor Constructing Public Buildings; Action by Materialmen, Etc., Florida Statutes
 1981, are by reference herewith made a part of this Bond.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and
 agrees that no change, extension of time, alteration or addition to the terms of the Contract or to
 the work to be performed hereunder or the Contract Documents accompanying the same shall in
 anywise affect its obligation on this Bond, and it does hereby waive notice of any such change,
 extension of time, alteration or addition to the terms of the Contract, or to the work, or to the
 Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
 shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 7th day of April, 1995.

ATTEST:

Principal Secretary

(SEAL)

Christine Harper
Witness as to Principal

11341 Skimmer Ct
Jacksonville, FL 32225
Address

ATTEST:

Surety Secretary

(SEAL)

Sonji K. Outlaw
Witness as to Surety

2137 PARK STREET
JACKSONVILLE, FL 32204
Address

FORM APPROVED:

[Signature]
County Attorney

WALDING COMPANY

PRINCIPAL

By: Michael Walding

5639 WITTEN ROAD

JACKSONVILLE, FL 32254-1593

Address

THE OHIO CASUALTY INSURANCE COMPANY

SURETY

By: [Signature]
Attorney-in-Fact ROGER R. HURST

136 N THIRD STREET

HAMILTON, OHIO 45025

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

K-2

Fernandina International Tradeplex Roadway Construction

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 28-830

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint: **L. Preston Mangus III**

or **Sonjie K. Outlaw** or **Roger R. Hurst** - - - - - of **Jacksonville, Florida** - - - its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - - - - - (\$ **5,000,000.00** -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this **7th** day of **October** 19 **92**.

(Signed)

Lloyd E. Geary
Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

} SS.

On this **7th** day of **October** A. D. 19 **92** before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Lloyd E. Geary, Assistant Secretary** - - - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed)

Cheryl S. Shegery
Notary Public in and for County of Butler, State of Ohio

My Commission expires **August 5, 1997**.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political sub-division."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this day of A. D., 19



Mark E. Schmitt
Assistant Secretary

ACORD. CERTIFICATE OF INSURANCEDATE (MM/DD/YY)
03/01/95**PRODUCER**CECIL W. POWELL & COMPANY
P. O. DRAWER 41490
JACKSONVILLE FL 32203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY
A F A C C A**INSURED**WALDING COMPANY
5639 WITTEN RD
JACKSONVILLE FL 32205COMPANY
BCOMPANY
CCOMPANY
D**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4074110	1/01/95	12/31/95	X STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$ 500,000
	<input type="checkbox"/> OTHER				DISEASE - POLICY LIMIT \$ 500,000
					DISEASE - EACH EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMSRE: FERNANDINA INTERNATIONAL TRADE PLEX
FAXED TO: 786-1391
WORKERS COMPENSATION APPLIES TO FLORIDA OPERATIONS ONLY**CERTIFICATE HOLDER**NASSAU COUNTY COMMISSIONERS
415 CENTURY ST ROOM 9
FERNANDINA BCH FL 32034**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Susan Jordan



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

03/23/95

PRODUCER

Mangus Insurance & Bonding Inc
2137 Park Street

Jacksonville FL 32204-3842

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **Maryland Group**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Walding Company, Inc.
5639 Witten Road

Jacksonville FL 32254-1593

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	EPA19700799	05/15/94	05/15/95	GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 1000000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1000000
A	AUTOMOBILE LIABILITY	ECA19700732	05/15/94	05/15/95	FIRE DAMAGE (Any one fire) \$ 50000
	<input checked="" type="checkbox"/> ANY AUTO				MED. EXPENSE (Any one person) \$ 5000
	ALL OWNED AUTOS				COMBINED SINGLE LIMIT \$ 1000000
	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	EXCESS LIABILITY				AGGREGATE \$
	UMBRELLA FORM				
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Fernandina International Tradeplex Roadway Construction

CERTIFICATE HOLDER

Nassau County Commissioners
415 Centre Street Room 9

Fernandina Beach FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

L P Mangus, III

PROPOSAL FORM

NASSAU COUNTY, FLORIDA FERNANDINA INTERNATIONAL TRADEPLEX ROADWAY CONSTRUCTION

TO: NASSAU COUNTY, FLORIDA

FROM: Walding Company

In accordance with the Advertisement for Bids inviting Proposals for accomplishing the Roadway Construction for the Fernandina International Tradeplex Roadway for Nassau County, Florida, subject to the conditions and requirements of the Contract Documents, all of which so far as they relate to the Proposal, are made a part thereof, the undersigned herewith proposes to accomplish the specified work or indicated portions thereof, for the unit and/or lump sum prices contained in the following Proposal Schedule, resulting in the Total Bid as follows:

TOTAL BID

\$1,042,840.75

A. PROPOSAL SCHEDULE

All entries in the entire Proposal must be made clearly and in ink. Bidder must insert extended prices obtained from quantities and unit prices. In case of error, unit prices will govern.

It is anticipated that the quantities set forth above for the unit price items are reasonable and that said quantities will not be exceeded. However, if any one of said quantities is exceeded by no more than fifteen percent (15%) of the quantity listed, no contract supplement for the additional work will be required other than a final change order for the actual amount installed. If any one of said quantities exceeds the quantity listed by more than fifteen percent (15%), a contract supplement for the additional work will be required before payment for such additional work will be made.

If any work under a unit price item is not performed or if only a small percentage of the quantity listed is used, the Contractor shall not make any claims for not using said items or for higher unit prices because of the small percentage of quantity used.

UNIT PRICE ITEMS - PERKANDINA INTERNATIONAL TRADEPLEX

FDOT ITEM NO.	BRIEF DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
101-1-	Mobilization	1	LS	\$ 500.00	\$ 500.00
102-1-	Maintenance of				
104-10-	Traffic	1	LS	\$1250.00	\$ 1250.00
104-13-	Hay or Straw, Baled	20	TN	\$ 200.00	\$ 4,000.00
	Silt Fence Staked	3,985	LF	\$ 1.50	\$ 5,977.50
110-1-1	Clearing and				
	Grubbing (30.5 Ac.)	1	LS	\$82,971.00	\$ 82,971.00
120-1-	Excavation, Regular	133,658	CY	\$ 1.45	\$193,804.10
160-4	Stabilization (Type "B")	31,476	SY	\$.90	\$ 28,328.40
162-2-	Top Soil (2")	66,600	SY	\$.10	\$ 6,660.00
285 707	Base Optional				
	(Base Group 07)	24,801	SY	\$ 6.95	\$ 172,366.95
300-1-3	Bituminous Material				
331-72-20	Tack Coat (0.04 GAL/SY)	910	GA	\$ 1.00	\$ 910.00
337-5-3	Asphalt Concrete				
	Type S (2")	22,355	SY	\$ 3.40	\$ 76,007.00
400-1-2	(Rubber) (1" FC-3)	22,355	SY	\$ 2.80	\$ 62,594.00
400-1-15	Concrete Class 1 (Endwalls)	55.3	CY	\$ 850.00	\$ 47,005.00
400-1-15	Concrete Class 1 (Misc.)	55.1	CY	\$ 500.00	\$ 27,550.00
415-1-1	Reinf. Steel (Roadway)	6,715	LB	\$.75	\$ 5,036.25
425-1-351	Inlets (Curb)(Type P-5)	3	BA	\$ 1,950.00	\$ 5,850.00
425-1-361	Inlets (Curb)(Type P-6)	1	BA	\$ 2,100.00	\$ 2,100.00
425-1-461	Inlets (Curb)(Type J-6) < 10'	2	BA	\$ 2,300.00	\$ 4,600.00
425-1-521	Inlets (DT Bot)(Type C)	1	EA	\$ 1,075.00	\$ 1,075.00
425-1-531	Inlets (DT Bot)(Type C Mod)	4	EA	\$ 1,150.00	\$ 4,600.00
425-1-543	Inlets (J Bot)(Type D)	10	BA	\$ 2,150.00	\$ 21,500.00
425-2-72	Manholes (J-7T)(8'x8')	1	EA	\$ 5,300.00	\$ 5,300.00
425-8	Adjusting Structures (Misc.)	1	BA	\$ 1,000.00	\$ 1,000.00
430-11-329	Pipe Conc. Culv.				
	(Class III)(24" SS)	60	LF	\$ 19.00	\$ 1,140.00
430-11-333	Pipe Conc. Culv.				
	(Class III)(30" SS)	120	LF	\$ 28.00	\$ 3,360.00
430-11-341	Pipe Conc. Culv.				
	(Class III)(48" SS)	300	LF	\$ 53.50	\$ 16,050.00
430-11-342	Pipe Conc. Culv.				
	(Class III)(54" SS)	742	LF	\$ 64.25	\$ 47,673.50

C-2
Perkandina International Tradeplex Roadway Construction

**C-3
Fernandina International Tradeplex Roadway Construction**

Addendum No. 2 (1/17/95)

ITEM NO.	BRIEF DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
430-11-343	Pipe Conc. Culv. (Class III)(60" SS)	359	LF	\$ 78.50	\$ 28,181.50
430-12-323	Pipe Conc. Culv. (Class III)(15" CD)	130	LF	\$ 12.00	\$ 1,560.00
430-12-325	Pipe Conc. Culv. (Class III)(18" CD)	50	LF	\$ 14.50	\$ 725.00
430-12-338	Pipe Conc. Culv. (Class III)(36" CD)	261	LF	\$ 35.00	\$ 9,135.00
430-14-329	Pipe Conc. Culv. (Class III)(24" SD)	140	LF	\$ 18.50	\$ 2,590.00
430-141-009	Pipe Ellip. Conc. Culv. (Cl. HE II)(38"x60" SS)	50	LF	\$ 83.00	\$ 4,150.00
430-142-002	Pipe Ellip. Conc. Culv. (Cl. HE II)(14"x23" CD)	534	LF	\$ 18.50	\$ 9,879.00
430-142-005	Pipe Ellip. Conc. Culv. (Cl. HE II)(29"x45" CD)	136	LF	\$ 49.00	\$ 6,664.00
430-982-402	Mitered End Section (Conc. Pipe Ellip.) (14"x23" CD)	11	EA	\$ 500.00	\$ 5,500.00
430-982-405	Mitered End Section (Conc. Pipe Ellip.) (29"x45" CD)	2	EA	\$ 1,875.00	\$ 3,750.00
430-984-229	Mitered End Section (Conc. Pipe Round) (24" SD)	2	EA	\$ 500.00	\$ 1,000.00
514-71	Filter Fabric	178	SY	\$ 4.00	\$ 712.00
520-1-7	Curb & Gutter (Type E)	220	LF	\$ 11.00	\$ 2,420.00
520-1-10	Curb & Gutter (Type F)	9,077	LF	\$ 5.75	\$ 52,192.75
530-1	Riprap (Sand Cement)	32.5	CY	\$ 340.00	\$ 11,050.00
530-70	Riprap (Broken Concrete)	16	SY	\$ 100.00	\$ 1,600.00
550-2	Fencing Type B (Standard 6')	54	LF	\$ 20.00	\$ 1,080.00
550-3-2	Fence Corner Post Assemblies (Type B)	2	EA	\$ 200.00	\$ 400.00
550-6-1	Fence End Post Assembly (Type B)	2	EA	\$ 150.00	\$ 300.00
570-2	Seed and Mulch	89,298	SY	\$.40	\$ 35,719.20
575-1-6	Sodding (Bermuda)	3,700	SY	\$ 1.75	\$ 6,475.00
700-40-1	Sign Single Post (Less than 12 SF)	30	AS	\$ 325.00	\$ 9,750.00
705-10-12	Marker Object (Post Mounted) (Type 2)	39	EA	\$ 50.00	\$ 1,950.00

<u>ITEM NO.</u>	<u>BRIEF DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
705-10-13	Marker Object (Post Mounted) (Type 3)	5	EA	\$ 65.00	\$ 325.00
706-1-12	Marker Pavement Relective (Mono-Colorless)	38	EA	\$ 4.00	\$ 152.00
710-9	Reflective Paint (Island Nose)	11.5	SY	\$ 20.00	\$ 230.00
711-4	Directional Arrows Thermoplastic	8	EA	\$ 65.00	\$ 520.00
711-7	Pavement Marking (Remove)	785	SY	\$ 1.50	\$ 1,177.50
711-33	Traffic Stripe - Skip Thermoplastic (6'-10') (6")(White)	300	LF	\$.50	\$ 150.00
711-35-81	Traffic Stripe - Solid Thermoplastic (8")(Solid)	347	LF	\$ 1.00	\$ 347.00
711-35-241	Traffic Stripe - Solid Thermoplastic (24")(White)	34	LF	\$ 2.10	\$ 71.40
711-35-181	Traffic Stripe - Thermoplastic (18")(White)	35	LF	\$ 2.00	\$ 70.00
711-36-181	Traffic Stripe - Thermoplastic Solid (18")(Yellow)	140	LF	\$ 2.00	\$ 280.00
711-37-61	Traffic Stripe - Solid Thermoplastic (6")(White)	11,391	LF	\$.60	\$ 6,834.60
711-38-61	Traffic Stripe - Solid Thermoplastic (6")(Yellow)	10,294	LF	\$.65	\$ 6,691.10
TOTAL BID - FERNANDINA INTERNATIONAL TRADEPLEX					\$1,042,840.75

B. COMPLETION OF WORK, LIQUIDATED DAMAGES, AND INSPECTION COSTS

The Contractor shall begin work on the date established in the written Notice to Proceed from the Owner. The time of final completion, including Sundays and holidays, shall be after and including the date established in the Notice to Proceed. Letter of Notice to Proceed will be issued approximately fifteen (15) calendar days prior to actual date established.

It is hereby agreed and understood that the amount of liquidated damages and inspection costs that shall become due the Owner in case final completion of work is delayed beyond the time stipulated, as provided in the paragraph of the CONTRACT AGREEMENT entitled "Time of Completion", Liquidated Damages, and Inspection Costs; shall be three hundred dollars (\$300.00) per day for each and every day, Sundays and holidays included, plus actual engineering inspection costs including support services, for each and every day, Sundays and holidays included, that final completion of the work is delayed, until date of Final Acceptance by the Owner; notwithstanding issuance of a Certificate of Substantial Completion on the project. Inspection costs, including support services, shall be in accordance with the inspection effort required after expiration of Contract Time.

C. LIST OF MAJOR SUBCONTRACTORS

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Proposal, the major Subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all Subcontractors who will perform work in the amount of approximately \$10,000 or more on this Contract.
3. The Subcontractors listed below are financially responsible and are qualified to do the work required.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS
Curb & Gutter	Jensen of Jacksonville	9100 Phillips Highway, Jax, Fl. (WBE)
Asphalt	Duval Asphalt	7544 Phillips Highway, Jax, Fl.
Grassing	Suwannee Valley Grassing, P.O. Box 2084,	Lake City, Fl. 32056
Striping/Signs	Rose Services, Inc.	5944 Richard Street, Jax, Fl. 32216

D. MAJOR ITEMS OF EQUIPMENT

In connection with the major items of equipment to be supplied and installed in the Proposal Schedule, the following tabulation is submitted for selection by the Owner of the particular manufacturer or supplier of the major items of equipment to be incorporated in the project. Contract Price is to be adjusted accordingly, by change order, after Base Bid award of Contract.

E. ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following Addenda:

Addendum No. 1 Date 1/13/95

Addendum No. 2 Date 1/17/95

Addendum No. 3 Date 1/18/95

Addendum No. 4 Date 2/3/95

Addendum No. 5 Date 2/3/95

F. BIDDERS CERTIFICATION

The undersigned Bidder affirms and certifies the following:

1. That the Bidder is of lawful age and that no other persons, firm, or corporation has any interest in this Proposal or in the contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Bidder is not in arrears to the Owner, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Owner.
4. That no officer, employee, or person whose salary is payable in whole or part from the County Treasury is, shall be, or will become interested, directly or indirectly, as a contracting party, partner, stockholder, surety, or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work, or labor to which it relates, or in any portion of the profiles thereof.
5. That the Bidder has carefully examined the site of the work and that, from his own organization, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in any way, effect the work or its performance.
6. That the Bidder shall fully comply with Bid Conditions and Affirmative Action Requirements for Equal Employment Opportunity (President's Executive Order 11245 and 11375) which prohibit discrimination in employment regarding race, creed, color, sex or national origin.
7. That the Bidder (has) ~~(has not)~~ ^{AS} *[strike out term which does not apply]* previously performed work under the President's Executive Order 11246 and 11375.

G. SUBMITTAL STATEMENT

The undersigned Bidder submits herewith a Bid Bond amounting to 5% drawn on Ohio Casualty which shall become the property of Nassau County, Florida in case the undersigned shall fail or refuse to execute a Contract Agreement and to furnish a Performance Bond and Payment Bond as required by the Contract Documents within the time provided.

The undersigned Bidder has examined the Contract Documents and all Addenda thereto, and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the proposed work.

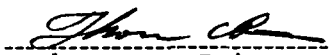
The undersigned Bidder certifies that no officer or agent of the Owner is directly or indirectly interested in this bid.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents and agrees that in case of any discrepancy or differences between any condition of his Proposal and those of the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that he has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon and agrees to indemnify, defend, and save harmless the Owner against any cost, damage, or expense which may be incurred or caused by any error in his preparation of same.

Date 2/21/95
4/19/95 Bidder Walding Company

Address 5639 Witten Road, Jacksonville, Fl. 32254-1595

By 
Thomas C. Prince

Title Project Manager/Estimator

Telephone (Business) 786-9560 State License Number _____

Telephone (Emergency) _____

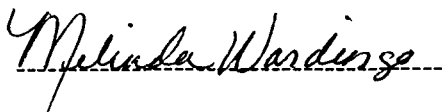
President Joseph A. Walding

Secretary N/A

Treasurer N/A

(Seal - if Bid is by a corporation)

ATTEST:



BID BOND

WALDING
KNOW ALL MEN BY THESE PRESENT, that we the undersigned COMPANY as Principal and THE OHIO CASUALTY INS. CO. as Surety, are hereby held and firmly bound unto Nassau County, Florida in the sum of FIVE PER CENT OF AMOUNT BID dollars (\$ - - -5% - -), as liquidated damages for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The conditions of the above obligation are such that whereas the Principal has submitted to Nassau County, a certain Proposal attached hereto and hereby made a part hereof, to enter into a Contract Agreement in writing, for the FERNANDINA ~~Project~~ INTERNATIONAL TRADEPLEX ROADWAY CONSTRUCTION.

NOW, THEREFORE,

- (a) if said Proposal shall be rejected or withdrawn as provided in the Advertisement for Bids attached hereto, or in the alternative,
- (b) if said Proposal shall be accepted and the Principal shall sign and deliver a formal Contract Document in the form of the Contract Agreement attached hereto (properly completed in accordance with said Proposal) and shall furnish the specified Performance and Payment Bonds for the faithful performance of said Contract,

then this obligation shall be void, otherwise, it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which such Proposal may be accepted and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed this Bond on this the 19TH day of JANUARY, 19 95

WALDING COMPANY

Name of Principal

By

THE OHIO CASUALTY INSURANCE COMPANY

136 N. THIRD STREET
HAMILTON, OHIO 45025

Name and Address of Surety*

By

ROGER E. HURST, ATTORNEY IN FACT
FL LICENSED RESIDENT AGENT

(SEAL)

Scaled and delivered in the presence of:

[Signature]
[Signature]

* IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Florida.

D-1

Fernandina International Tradeplex Roadway Construction

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY


HOME OFFICE, HAMILTON, OHIO


No. 28-830

Known All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint: **L. Preston Mangus III** or **Sonjia K. Outlaw** or **Roger R. Hurst** - - - - - of **Jacksonville, Florida**, and as its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as it act and deed any and all **BONDS, UNDERTAKINGS, and RECOGNIZANCES**, not exceeding in any single instance **FIVE MILLION** (\$ 5,000,000.00 - - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact. In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this **7th** day of **October** 19 **92**.


STATE OF OHIO, COUNTY OF BUTLER } ss.
On this **7th** day of **October** A. D. 19 **92** before
the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Lloyd E. Geary, Assistant Secretary** - - - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and said, that he is the officer of the Company and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.
(Signed) *Lloyd E. Geary*
Notary Public in and for County of Butler, State of Ohio
My Commission expires **August 5, 1997**.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this **19TH** day of **JAN** A. D., 19 **95**



Lloyd E. Geary
Assistant Secretary

MANCUS



Insurance
& Bonding

February 17, 1995

Nassau County Commissioners
415 Centre St., Room 9
Fernandina Beach, FL 32034

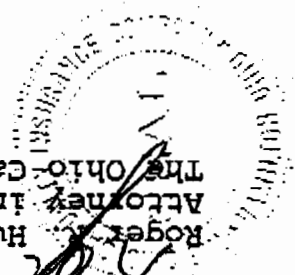
RE: FERNANDINA INTERNATIONAL TRADEPLEX ROADWAY CONSTRUCTION

Should the proposal of Walding Company of Jacksonville, Florida on the above captioned project be accepted and the contract therefore awarded to Walding Company, the Ohio Casualty Insurance Company of Hamilton, Ohio, as surety, duly authorized to do business in the State of Florida, hereby intends to execute, as surety, the contract or specifications when application for such bonds is received from Walding Company and the usual acceptable underwriting factors are furnished to us.

Very truly yours,

[Signature]

Roger K. Hurst
Attorney in Fact
The Ohio Casualty Insurance Company



2137 Park St.

Jacksonville, FL 32204

904/384-6495

Fax 904/389-3218

BIDDER'S STATEMENT OF QUALIFICATIONS

(Copy to accompany Proposal)

Name of Firm Walding Company
 Address 5639 Witten Road
Jacksonville, FL, 32254
 Corporation, Partnership, or Individual Corporation
 Date 1/1/95 Organized 7/1/91 Where Jacksonville
 County and State Duval, Florida
 Name and Title of Firm's Principals:
Joseph A. Walding, President

Name and Title of key personnel with years of experience in similar work (list only those to be responsible for completion of proposed work):

Mike Walding, Superintendent - 15 years experience
Thomas C. Prince - Project Manager - 25 years experience

List at least three (3) similar projects successfully completed to satisfaction of the Owner and Engineer (include contract amount, name of Owner, Engineer, and date of completion; list most recent projects):

Baker County Roads, \$541,500.00, Board of County Commissioners, Arthur N. Bederbaugh, Lake City
Osprey Point Unit 1&2 - \$240,025.00, Centex Homes, England, Thims & Miller, Jacksonville, FL.
National Rent-A-Car - \$199,100.00, National Rent-A-Car, Robert Hugenschmidt, Tampa, Florida

Gross amount of Contracts currently in progress:

\$1,000,000.00

Credit available for this Contract: Open

Have you ever defaulted on a Contract or been refused bond or credit? If answer is yes, state particulars and final results)

No

By _____
ATTEST: Michael Wadunga

Project Manager/Estimator
Title
Date 1/19/95

CONTRACTOR
Thomas C. Prince

Name of proposed Subcontractors with whom you intend to affiliate on this project (state what phase and percentage of work each will perform; if none, write the word "none"):

Percentage of work to be performed (dollar basis) with minority Subcontractors:

Percentage of work to be performed (dollar basis) with own forces:

List major equipment owned by Bidder to be used on this project and state its conditions (use separate sheet if necessary):

790 John Deere Excavator, 644 Loader, 544 E Loader, 672 Motorgrader
Galion Roller, 450 Dozer, 550 Dozer

CONFLICT OF INTEREST
CERTIFICATION

Bid No. _____

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the County or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature _____

Thomas C. Prince
Name of Official (type or print)

5639 Witten Road
Business Address

Walding Company
Company Name

Jacksonville, FL 32254
City, State, Zip Code

SECTION II

I hereby certify that the following named County official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statement with the Supervisor of Elections, 11 North 14th Street, Fernandina Beach, Florida, Nassau County, Florida, prior to bid opening date.

Name _____

Title/Position _____

Date of Filing _____

Signature _____

Name of Certifying Official
(type or print)

Business Address _____

Company Name _____

City, State, Zip Code _____

SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Bid or Contract No. _____

(To be signed in the
presence of a notary
public or other officer
authorized to administer
oaths.)

STATE OF Florida
COUNTY OF Duval

Before me, the undersigned authority, personally appeared Christine Dove
who, being by me first duly sworn, made the following statement:

1. The business address of Walding Company (name of bidder or Contractor)
is 5639 Witten Road, Jacksonville, FL 32254

2. My relationship to Walding Company (name of bidder or Contractor) is
Office Manager (relationship such as sole proprietor, partner, president, vice
president).

3. I understand that a public entity crime as defined in Section 287.133 of the
Florida Statutes includes a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity in Florida or with an agency
or political subdivision of any other state or with the United States, including but not limited to,
any bid or contract for goods or services to be provided to any public entity or such an agency or
political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a
finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt,
in any federal or state trial court of record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of
guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or
successor of a person or a corporation convicted of a public entity crime, or (2) an entity under
the control of any natural person who is active in the management of the entity and who has been
convicted of a public entity crime, or (3) those officers, directors, executives, partners,
shareholders, employees, members, and agents who are active in the management of an affiliate,
or (4) a person or corporation who knowingly entered into a joint venture with a person who has
been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or Contractor nor any officer, director, executive, partner,
shareholder, employee, member or agent who is active in the management of the bidder or
Contractor nor any affiliate of the bidder or Contractor has been convicted of public entity
crime subsequent to July 1, 1989.

(DRAW A LINE THROUGH PARAGRAPH 6 IF PARAGRAPH 7 BELOW APPLIES)

G-1

Fernandina International Tradeplex Roadway Construction

7. There has been a conviction of a public entity crime by the bidder or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or Contractor who is active in the management of the bidder or Contractor or an affiliate of the bidder or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement.

(DRAW A LINE THROUGH PARAGRAPH 7 IF PARAGRAPH 6 ABOVE APPLIES)

Christine Stevens

Sworn to and subscribed before me in the state and county first mentioned above on the 19th day of January, 1995, ~~1995~~ A.D.

(Affix Seal)



Thomas C. Prince
Notary Public
My commission expires: _____

BID CHECK LIST
(to be included with Bid)

- One copy each of the following component items are required to be submitted, unless otherwise noted, for purposes of a complete and responsive bid. Correction to certain informalities after the bid opening area allowed under law to assure responsiveness prior to bid award. However, it is the policy of the Owner not to make such corrections and to instead consider a bid irregular if any of these component items are not included as a part of the bid, except when the resulting bid price(s) is to the Owner's clear and distinct advantage.
- (✓) **Proposal Form** (in triplicate) completed with all entries required. All blanks to be filled in to show furnishing the information was considered. Use the words "none", "not applicable", etc., where necessary. No attachments or modifications.
 - (✓) **Bid Security** provided. If **Bid Bond**, submit on form provided. Attach power-of-attorney certificate dated when or prior to time of Bid Bond execution. Bid Bond execution date to be same date of Proposal.
 - (✓) **Bidder's Statement of Qualification** completed with all entries required. All blanks to be filled in. Attach additional pages as necessary to fully show experience record, projects satisfactorily completed, and equipment. Include name, address, and phone number of the Owner of each project sited.
 - (✓) **Identification of company which will serve as Surety for Payment and Performance Bonds.**
 - () **N/A** For corporations, evidence of authorization of Board of Directors for execution of the bid documents by the executing party.
 - (✓) **Define Percentage of Work** (dollar basis) to be performed with own forces.
 - (✓) **Define Percentage of Work** (dollar Basis) to be performed with minority subcontractors.
 - (✓) **List of Major Subcontractors** (included in Proposal Form) with name, address, and percent of work to be completed.
 - (✓) **Examined Site** (certified in Proposal Form).
 - (✓) **List Addenda** received (included in Proposal Form).
 - (✓) **Bidder's Check List** completed and included with Bid Submittal.
 - (✓) **Conflict of Interest Certificate** completed and signed.
 - (✓) **Sworn Statement of Public Entity Crimes** completed and signed.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
John A. Crawford
Tom Branan
Chns Kirkland
Jimmy L. Higginbotham
Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

April 10, 1995

T.J. "Jerry" GREESON
Ex-Officio Clerk
MICHAEL S. MULLIN
County Attorney

Mr. Joseph A. Walding, President
Walding Company
5639 Witten Road
Jacksonville, FL 32205

Re: Roadway Construction of the
Fernandina International Tradeplex

Dear Mr. Walding:

I have enclosed a fully executed Contract Agreement between Nassau County Board of County Commissioners and Walding Company for the Roadway Construction of the Fernandina International Tradeplex.

Should you have any questions, or if I can assist you further, please don't hesitate in calling.

Sincerely,

Joanna R. Cason

Joanna R. Cason
Chief Assistant to the Clerk

JRC/tb

Copy: Ms. Barbara W. McLendon, Administrative Assistant
State of Florida Department of Commerce

Mr. Nick D. Deonas, Chairman
Ocean Highway and Port Authority

Mr. Walter Kloss
Pitman - Hartenstein & Associates, Inc.

Mr. Jack D'Amato, Senior Civil Engineer
Nassau County

Jack

\$2 + - Hit List | F9

Card #318:07/10/95 Regular Session: 1995. -Notification from the Florida Depart

seconded by Commissioner Kirkland and voted unanimously.

The County Coordinator presented correspondence from the Orange County Board of County Commissioners extending an invitation to join in celebrating the fiftieth anniversary of the United Nations and enclosed a sample proclamation for consideration. Commissioner Crawford made motion to adopt a resolution to recognize the fiftieth anniversary of the United Nations. Motion died for lack of a second.

Upon the request and recommendation of the Senior Civil Engineer, Commissioner Higginbotham, District 1, made motion approving Change Order No. 1 (credit) in the amount of \$26,003.35 to the Fernandina International Tradeplex project. Motion seconded by Commissioner Crawford and voted unanimously.

Upon the request and recommendation of the County Coordinator, Commissioner Higginbotham, District 1, made motion approving the

F1 Help | F2 Find | + Next | - Prev | <Enter> Edit/Print | <Esc> Previous



Nassau County Engineer

2290 STATE ROAD 200
FERNANDINA BEACH, FL 32034-3056

MEMORANDUM

TO: Jimmy L. Higginbotham, Chairman
FROM: Jack J. D'Amato P.E.
County Engineer
Date: July 10, 1995
RE: Tradeplex change order # 1 (Walding Inc.)

Walding Inc. has submitted change order # 1 (credit) in the amount of \$ 26,003.35.
Attached is a copy of said change order with the additions and deductions.

CALLAHAN (904) 879-1593

FERNANDINA (904) 321-5760
FAX (904) 321-5763

JACKSONVILLE (904) 356-6670

Pitman-Hartenslein & Associates, Inc., Engineers
7820 Arlington Expressway
Suite 640
Jacksonville, Florida 32211

No.: 1

Project No.: 9437-2B	Date: May 8, 1995	Owner: Nassau County, Florida
Project Name: Fernandina International Tradeplex Roadway Contractor: Walding Company		

CHANGE ORDER

The following changes in the plans and/or specifications for the above described project are hereby made:

- (1) Sheet 11, Pond Bottom El. 15.00 is changed to El. 16.00.
- (2) Sheet 11, General Note 3 - "Upon completion of the spoil area Contractor shall seed and mulch all disturbed areas" is deleted in its entirety.
- (3) Sheet 36, Westside Ditch Block Details, Side View, Dimension of Width is changed to 4'-6", See Attachment "A".

The reasons for the changes are:

- 1., 2., & 3 - To reduce the scope of work.

Item No.:	Quantity:	Item Description:	Unit Price:
120-1	7,335 C.Y.	Excavation, Regular	1.45
570-2	29,669 SY	Seed and Mulch	0.40
400-1-15	7 CY	Concrete, Class I (Misc.)	500.00
Net Amount of Change - This Change Order:		Deduction:	(-)<\$26,003.35>

Engineer: *[Signature]* Date: 7-10-95
 Owner: *[Signature]* Date: 7-10-95
 Vice President/Secretary: *[Signature]* Date: 6/7/95 (Seal)
 Secretary: *[Signature]* Date: *[Signature]* (Seal)
 Contractor: *[Signature]* Date: 7-10-95 (Seal)

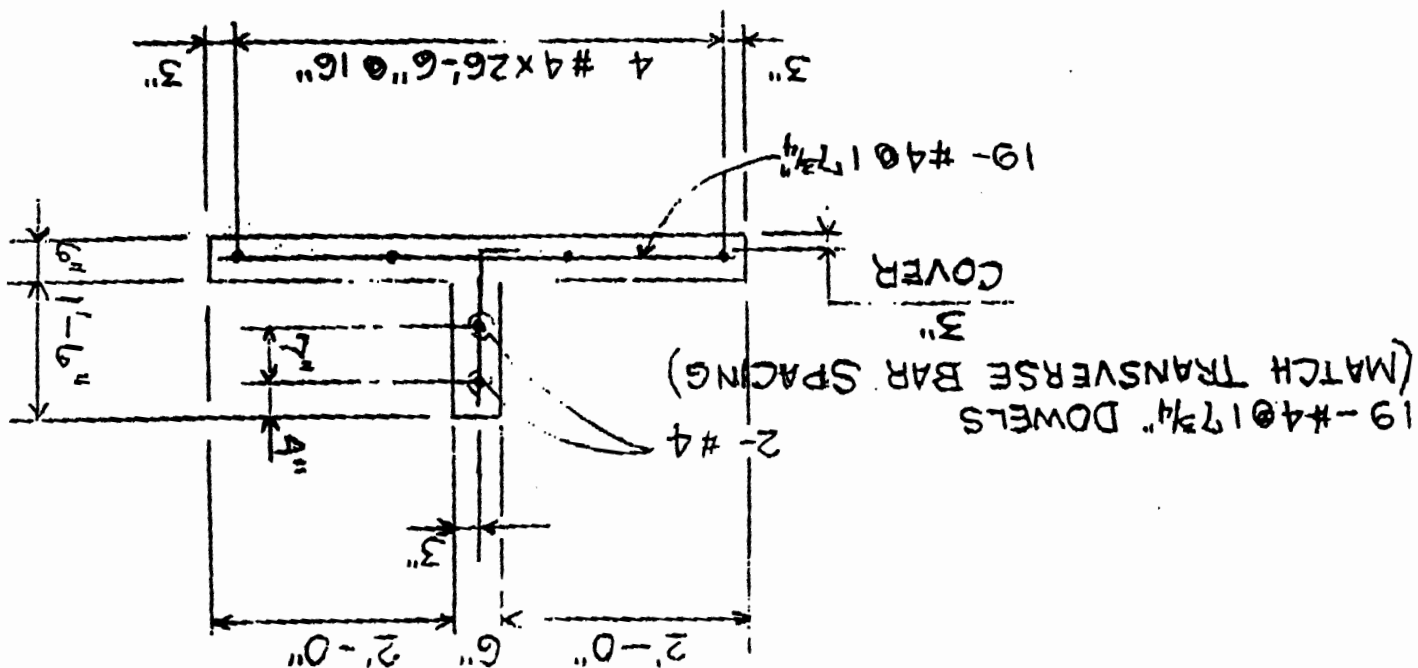
Pitman-Hartenstein & Associates, Inc., Engineers
 7820 Arlington Expressway
 Suite 640
 Jacksonville, Florida 32211

No.: 1

Project No.: 9437-2B	Date: May 8, 1995	Owner: Nassau County, Florida
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CHANGE ORDER

ATTACHMENT "A"



SIDE VIEW



WALDING COMPANY

PAVING • CLEARING • GRADING
5639 WITTEN RD. • JACKSONVILLE, FL 32205
(904) 786-9560 • FAX (904) 786-1391

JULY 3, 1995

Pitman, Hartenstein, & Associates, Inc.
7820 Arlington Expressway, Ste 640
Jacksonville, FL 32211

Attn: Mr. Walter Bloss, P.E.

Ref: Fernandina International Tradeplex
Recap for Change Order #2

The following items are costs to be included in change order #2:

Pitman, Hartenstein & Assoc. - Change Order #2 (Partial) \$(312,069.75)
Harbor Engineering - Change Order #2 (Partial) 201,763.00
Subtotal: Deduct \$(110,306.75)

MISC. ADDITIONS:

54" RCP
Demolish/Fill 60" RCP
Precast Structures Disposal
Subcontractor's Cost Increases
Restocking fee for returned pipe
Lost time for men and equipment
Subtotal: \$ 30,833.88
7,660.00
10,561.44
15,033.55
814.60
9,175.01
74,078.48

Change Order #2 Total Deduct \$ (36,228.27)
Original Contract Amount
Change Order #1
Change Order #2
Deduct
Deduct
TOTAL REVISED CONTRACT AMOUNT \$ 980,609.13

Thank you for your time and consideration.

Sincerely,
Marsha E. Burkhardt
Marsha E. Burkhardt
Project Manager/Coordinator