

AGREEMENT

THIS AGREEMENT is dated as of the 15th day of June in the year 2011 by and between the **Board of County Commissioners, Nassau County** (Owner) and **Florida Roads Contracting, Inc.** (Contractor).

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

ARTICLE 1 - WORK

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

This project consists of the intersection improvements (milling and resurfacing, pavement widening, right turn and left turn lane construction, and minor drainage improvements) for CR 108 and CR 115A for approximately 1200'. The work to be performed is generally described as construction intersection improvements to a two lane rural road (undivided) and includes:

- existing travel lane widening, milling and resurfacing of existing asphalt pavement and paved shoulder construction
- right turn lane construction (CR 115A)
- right turn and left turn lane construction (CR 108)
- drainage improvements
- erosion control
- traffic maintenance and protection
- seeding and sodding of disturbed areas
- signage and pavement markings

All work shall be in accordance with the construction drawings, specifications, and contract documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CR 108 at CR 115A Intersection Improvements Project
Bid Number NC11-012
Nassau County, Florida

ARTICLE 3 - ENGINEER OF RECORD

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 124 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 calendar days from the date of substantial completion.

4.03 Liquidated Damages

- A. Contractor and the County recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any

proper extension thereof granted by the County, Contractor shall pay the County \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 The County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A and 5.01 B below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (attached hereto as an exhibit) for a Total of All Unit Prices of:

Two hundred thirty-six thousand one hundred nineteen dollars and eighteen cents
(236,119.18)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% percent of the Work completed (with the balance being retainage)
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. At 50% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
 2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Addenda, if any
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Technical Specifications
 - 6. Construction Drawings
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - c. Project Manual table of contents
 - d. Construction Drawing index
 - e. Performance Bond
 - f. Payment Bond

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Certificate of Substantial Completion
 - e. Certificate of Final Inspection
 - f. Certificate of Engineer
 - g. Certificate of Final Completion
 - h. CONTRACTOR'S release
 - i. Drawings and plans
 - j. Supplemental Agreements
 - k. CONTRACTOR'S Waiver of Lien (Partial)
 - l. CONTRACTOR'S Waiver of Lien (Final and Complete)
 - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - n. Consent of Surety to Final Payment
 - o. Instructions to Bidders
 - p. Contractor's Insurance Requirements, as set forth in the Bid Documents

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9

- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

None

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

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

OWNER

Nassau County Board of County Commissioners

Signed: 

Title: Chairman

Date: June 15, 2011

[CORPORATE SEAL]

Attest: 

Title: Ex-Officio Clerk

Address for giving notices:

Nassau County Contract Management

96135 Nassau Place, Suite 6

Yulee, Florida 32097

Phone: 904-491-7377 FAX: 904-321-2658

CONTRACTOR


Florida Roads Contracting, Inc.

Signed: 

Title: President

Date: June 13, 2011

[CORPORATE SEAL]

Attest: 

Title: Corporate Secretary

Address for giving notices:

Florida Roads Contracting, Inc.

10439 Alta Drive

Jacksonville, Florida 32226

Phone: 904-714-0041 FAX: 904-714-0160

License CUCO56664

(Where applicable)

Approved as to form by County Attorney

Agent for service of process:


Signature

*EBIC
6/15/11
ll
6/15/11*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Contract Tracking No. CM1743

Bid No. NC11-011

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

NOTICE OF AWARD

TO: Florida Roads Contracting, Inc.
CONTRACTOR
10439 Alta Drive
ADDRESS
Jacksonville, Florida 32226
CITY STATE ZIP

PROJECT: CR108 at CR115A Intersection Improvements Project, Bid No. NC11-012
NAME

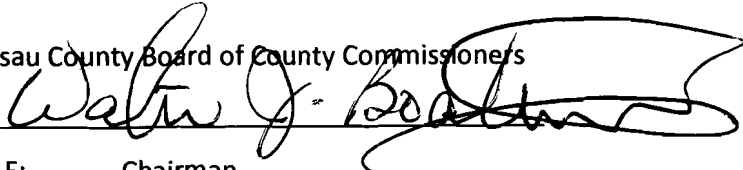
The Nassau County Board of County Commissioners has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids May 3, 2011.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 236,119.18. You are required to execute the Agreement in duplicate and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, the County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as abandoned and void.

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

Dated this 15th day June, 2011.

Nassau County Board of County Commissioners
BY: 
TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Florida Roads Contracting, Inc.
this 24th day of June, 2011.

BY: Thomas A. Hyatt TITLE: President

Performance and Payment Bond

Public Work

INSTR # 201117117, Book 1747, Page 481
Pages 6
Doc Type UNK, Recorded 07/18/2011 at 12:51 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$52.50
#2

Surety Bond No.: MI2661

As to the Contractor/Principal:

Name: Florida Roads Contracting, Inc.

Principal Business Address: 10439 Alta Drive, Jacksonville, FL 32226

Telephone: (904) 714-0041

As to the Surety:

Name: Machinery Insurance, Inc. an Assessable Mutual Insurer

Principal Business Address: P.O. Drawer 41490, Jacksonville, FL 32203

Telephone: (904) 353-3181

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

Name: Nassau County Board of County Commissioners

Principal Business Address: 96135 Nassau Place, Suite 6, Yulee, FL 32097

Telephone: (904) 491-7377

Project Description: CR 108 at CR 115A Intersection Improvements Bid No. NC11-012

Legal Description of Project: CR 108 at CR 115A Intersection Improvements Bid No. NC11-012

This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that All provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/ payment bond(s) regardless of preprinted numbers on the other pages issued in compliance with Florida Statute 255.05

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

Bond No. **MI2661**

KNOW ALL MEN BY THESE PRESENTS: that

Florida Roads Contracting, Inc.
10439 Alta Drive
Jacksonville, FL 32226

as Principal, hereinafter called the Contractor, and

Machinery Insurance, Inc. an Assessable Mutual Insurer
P.O. Drawer 41490
Jacksonville, FL 32203

as Surety, hereinafter called the Surety, are held and firmly bound unto

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 6
Yulee, FL 32097

as Obligee, hereinafter called the Owner, in the amount of **Two Hundred Thirty Six Thousand One Hundred Nineteen and 18/100 Dollars (\$236,119.18)** for the payment whereof Contractor and Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **June 15, 2011** entered into a contract with Owner for CR 108 at CR 115A Intersection Improvements
Bid No. NC11-012

In accordance with Drawings and Specifications prepared by

PBS&J

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts

Of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

This bond in all respects shall be deemed a statutory bond and shall be governed by Section 255.05 or Section 713.23 Florida Statutes, whichever is applicable, including, but not limited to, the notice and time limitation provisions as set forth in Section 255.05(2) or Section 713.23, Florida Statutes.

The Surety shall not be liable under this bond to the Obligee unless the said Obligee shall make payments to the Principal strictly in accordance with the terms of the original contract as to payments, and shall perform all the other obligations to be performed under said contract at the time in the manner therein set forth.

Signed and Sealed this 12th day of July, 2011.

Lori Dick
(Witness)

Lina Montano
(Witness)

Florida Roads Contracting, Inc.
[Signature]
(Principal) (Seal)
CEO
(Title)

Machinery Insurance, Inc. an Assessable Mutual Insurer
[Signature]
(Surety) (Seal)
Walter N. Myers
(Title)
Walter N. Myers, Attorney-In-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

Bond No. MI2661

KNOW ALL MEN BY THESE PRESENTS: that

Florida Roads Contracting, Inc.
10439 Alta Drive
Jacksonville, FL 32226

As Principal, hereinafter called the Contractor, and

Machinery Insurance, Inc. an Assessable Mutual Insurer
P.O. Drawer 41490
Jacksonville, FL 32203

as Surety, hereinafter called the Surety, are held and firmly bound unto

Nassau County Board of County Commissioners
96135 Nassau Place, Suite 6
Yulee, FL 32097

As Obligee, hereinafter called the Owner, in the amount of **Two Hundred Thirty Six Thousand One Hundred Nineteen and 18/100 Dollars (\$236,119.18)** for the payment whereof Contractor and Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **June 15, 2011** entered into a contract with Owner for CR 108 at CR 115A Intersection Improvements
Bid No. NC11-012
In accordance with Drawings and Specifications prepared by

PBS&J

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as herein defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A Claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs of expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by Surety of Mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

This bond in all respects shall be deemed a statutory bond and shall be governed by Section 255.05 or Section 713.23 Florida Statutes, whichever is applicable, including, but not limited to, the notice and time limitation provisions as set forth in Section 255.05(2) or Section 713.23, Florida Statutes.

The Surety shall not be liable under this bond to the Oblige unless the said Oblige shall make payments to the Principal strictly in accordance with the terms of the original contract as to payments, and shall perform all the other obligations to be performed under said contract at the time in the manner therein set forth.

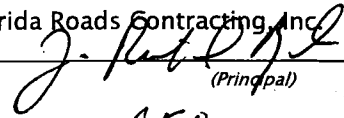
Signed and Sealed this 12th day of July, 2011.



(Witness)

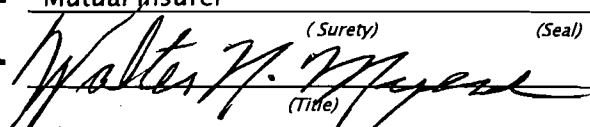


(Witness)

Florida Roads Contracting, Inc.


(Principal) (Seal)
CEO

(Title)

Machinery Insurance, Inc. an Assessable
Mutual Insurer


(Surety) (Seal)
Walter N. Myers, Attorney-In-Fact

(Title)

**MACHINERY INSURANCE, INC.
AN ASSESSABLE MUTUAL INSURER**

GENERAL POWER OF ATTORNEY

Know by these Presents, that Machinery Insurance, Inc., An Assessable Mutual Insurer, organized pursuant to Chapter 627.6011 et.seq., Florida Statutes (1991) and filed with the Florida Department of Insurance, does hereby appoint

**Robert T. Theus – Walter N. Myers – Benjamin K. Powell
Individually of Jacksonville**

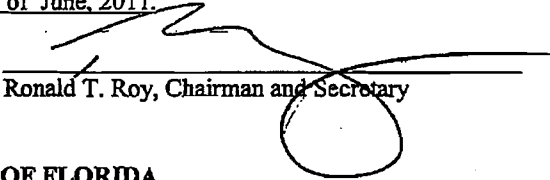
its true and lawful attorney-in-fact, with full authority to execute on its behalf, surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the company thereby. This authority extends to any and all consents required by the State of Florida incident to the release of retained percentages and/or final estimates on engineering and/or construction contracts, and shall apply to surety bonds or undertakings and other documents of similar character not to exceed:


Two hundred fifty thousand dollars (\$250,000.00)

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following extract of the Minutes of a special meeting of the Board of Directors of the Company at a meeting duly called and held on October 13, 1992.

"Upon a motion duly made and carried, the following action was taken: Resolved, the Chairman, President or Secretary shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute, on behalf of the company, fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however, the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, Machinery Insurance, Inc., An Assessable Mutual Insurer, has executed and attested these presents this 28th day of June, 2011.


Ronald T. Roy, Chairman and Secretary



Fitzhugh K. Powell, Sr., President and Treasurer

**STATE OF FLORIDA
CITY OF JACKSONVILLE**

On this 5th day of December, 2007, before the subscriber, a Notary Public of the State of Florida, duly commissioned and qualified, came the above named Officers of Machinery Insurance, Inc., An Assessable Mutual Insurer to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers 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 Jacksonville, the day and year first above written.

TINA MONTANEZ-OLMO
Notary Public, State of Florida
My comm. exp. Aug. 18, 2012
Comm. No. DD 791830


Notary Public

CERTIFICATE

I, the undersigned, Chairman of Machinery Insurance, Inc., An Assessable Mutual Insurer, A Florida Corporation, do hereby certify that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the town of Jacksonville in the State of Florida. Dated this 12th day of July, 2011.


Ronald T. Roy, Chairman

SECTION 00 65 19

CERTIFICATE OF FINAL COMPLETION

Project: CR-108 @ CR-115A Intersection Improvements

Purchase Order No: 11000484-00

Contract Date: 06/15/11

This Certificate of Final Completion applies to:

All work under Contract [] Portion of work described as follows:

The Work under this Contract has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and all Work is hereby declared to be complete in accordance with the Contract

Documents on: 01/24/12
DATE

SIGNED:

NASSAU COUNTY OPERATIONS DEPARTMENT

By: [Signature]

DATE: 1-24-12

NASSAU COUNTY CONSTRUCTION INSPECTOR

By: [Signature]

DATE: 01/24/12

NASSAU COUNTY PROJECT MANAGER

By: [Signature]

DATE: 1/24/12

CONSULTING ENGINEER/ARCHITECT, ETC:

By: [Signature]

DATE: 1/24/12

CONTRACTOR:

By: J. A. Hyatt

DATE: 01/24/12

END OF SECTION

RECEIVED
CONTRACT MANAGEMENT
2012 FEB -6 PM 3:56
12 FEB 27 PM 1:28
OFFICE OF CLERK OF COURTS
NASSAU COUNTY FLORIDA