

RESOLUTION NO. 2006- 187

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT AND ST. JOHNS COUNTY FOR THE 4 LANE CONSTRUCTION OF THE PROPOSED COUNTY ROAD 2209 AND APPROVED CERTAIN SHARED RESPONSIBILITIES FOR THIS TRANSPORTATION PROJECT.

WHEREAS, DURBIN CROSSING CDD is the owner of certain properties under development as a Development of Regional Impact; will convey the proposed County Road (CR) 2209 right of way to St. Johns County, Florida,

WHEREAS, both Parties want to 4 lane a 1.7 mile section of the proposed CR 2209 as delineated in the attached Exhibit (the "Project Map");

WHEREAS, four laning of the proposed CR 2209 from Racetrack Road to south of Russell Sampson Road, is above the requirements of the Durbin Crossing CDD Development Order;

WHEREAS, the County and Durbin Crossing CDD are entering into this Agreement to coordinate the construction and improve the efficiency of the proposed CR 2209.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1: The above recitals as hereby incorporated into the body of this Resolution and adopted as findings of fact.

Section 2: The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Inter-local Agreement between the Durbin Crossing CDD, and St. Johns County, Florida, and authorizing the County Administrator to execute the Agreement on behalf of the County.

Section 3: The Clerk of Circuit Court is instructed to file the Agreement in the public records of St. Johns County, Florida.

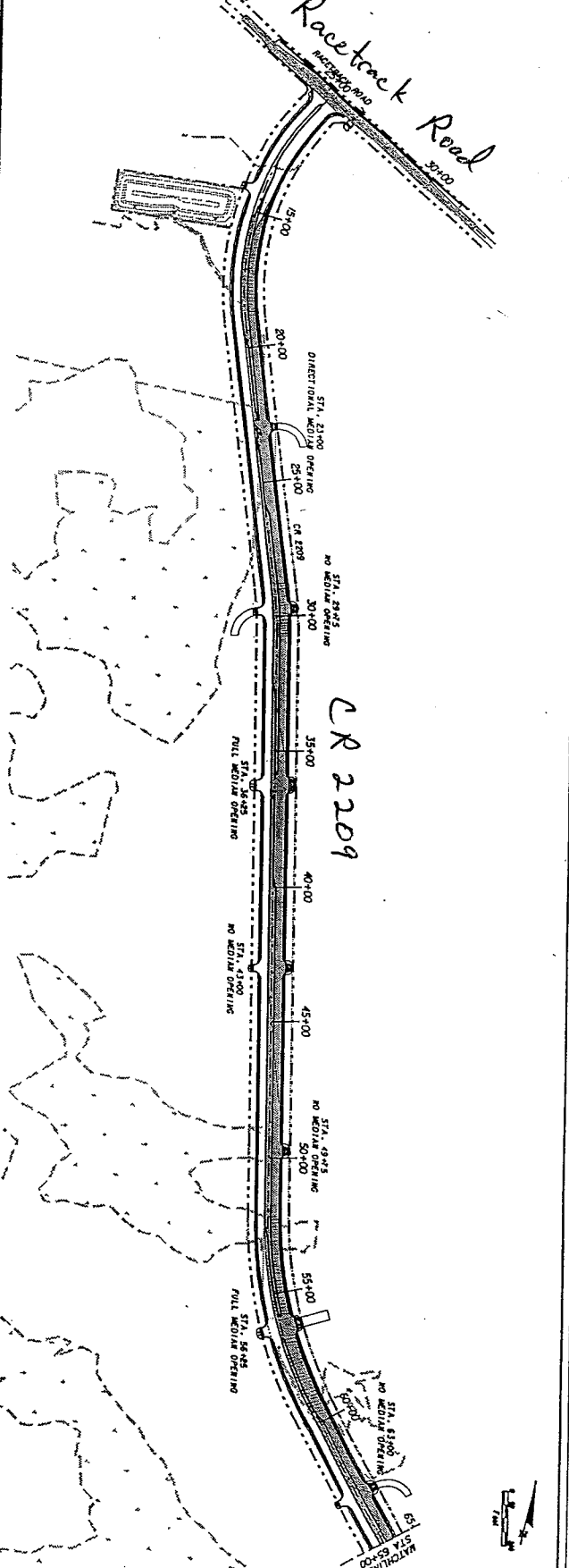
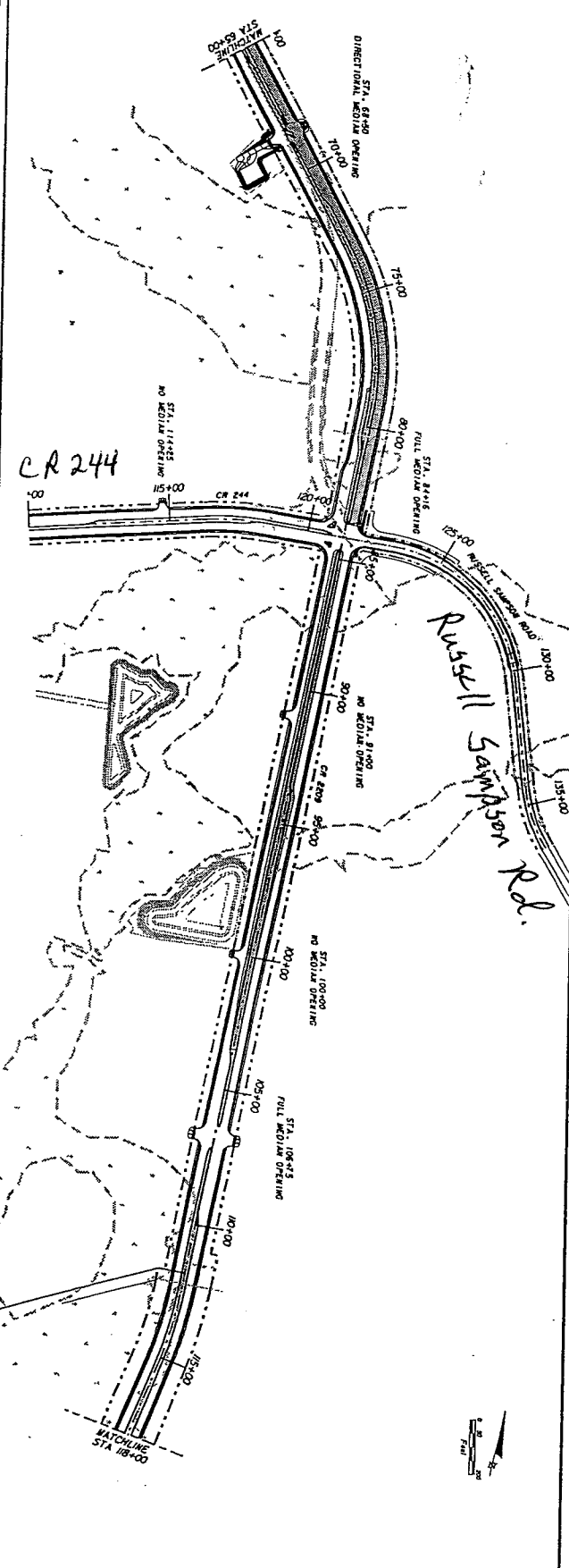
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13<sup>th</sup> day of June, 2006.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Patricia DeYonca By: James E. Bryant  
Deputy Clerk James Bryant, Chair

Effective Date: 6-13-06

Area of Interlocal Agreement



FILED

06 JUN 19 PM 3: 07

CHELYE HICKLAND  
CLERK COUNTY COMMISSION  
ST. JOHNS COUNTY FL

**INTERLOCAL AGREEMENT BETWEEN  
ST. JOHNS COUNTY, FLORIDA, AND THE  
DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT  
REGARDING THE CONSTRUCTION OF  
CERTAIN ROADWAY IMPROVEMENTS WITHIN THE  
PROPOSED COUNTY ROAD 2209 ALIGNMENT**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of the 19<sup>th</sup> day of June, 2006, is entered into by and between:

**The Board of County Commissioners of St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County"); and

**Durbin Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, whose address is 14785-4 St. Augustine Road, Jacksonville, Florida 32258 ("District").

**RECITALS:**

**WHEREAS**, the District was established by a rule of the Florida Land and Water Adjudicatory Commission for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including transportation and roadway improvements, drainage facilities, potable water facilities, sanitary sewer facilities, recreation improvements, and other improvements; and

**WHEREAS**, on the 15<sup>th</sup> day of December, 2005, the District entered into a Construction Contract with Prince Contracting Company, Inc. (the "Contractor"), for the construction of various utility and roadway improvements within the right-of-way of proposed County Road (CR) 2209 (the "Project"), which contract will be administered by the District's Engineer, England-Thims & Miller, Inc. (the "Engineer"). A true and correct copy of the Standard Form of Agreement Between Owner and Contractor (the "Construction Contract"), without attachments, is attached hereto as **Exhibit A**; and

**WHEREAS**, consistent with the Development Order for the Durbin Crossing Development of Regional Impact, approved by the County in Resolution No. 2003-61 on April 1, 2003 ("Development Order"), the Project presently contemplates the construction of a two-lane urban roadway within the proposed CR 2209 from Racetrack Road to a point approximately 1.7 miles south; and

**WHEREAS**, the County has requested that the District amend the Construction Contract to include the County's Items of Work (as hereinafter defined) with the understanding that construction of County's Items of Work shall be at the County's sole expense, without impact on completion of the District's Project, and without adversely impacting the District's ability to complete the Project within the time provided by the Development Order; and

**WHEREAS**, pursuant to the County's request, the District has provided the deed attached hereto as **Exhibit B**, conveying right-of-way for the proposed CR 2209 to the County, which deed is to be held in escrow until such time as the Project and the County's Items of Work are complete; and

**WHEREAS**, the parties agreement that the County's obligations under this agreement are contingent upon the District fully executing a Change Order to its Construction Contract with the Contractor to include the County's Items of Work and their cost as listed in Exhibit C; and

**WHEREAS**, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

**WHEREAS**, Chapter 163 Part I, Florida Statutes (2005), known as the "Florida Interlocal Cooperation Act of 1969," (the "Cooperation Act") permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the County and the District find this Interlocal Agreement to be desirable and permissible to the exercise of their powers, duties and purposes authorized by law.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

#### **ARTICLE I: INTRODUCTION**

**SECTION 1.01. AUTHORITY.** This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the District Act, Chapter 125, Florida Statutes, and other applicable laws.

**SECTION 1.02. RECITALS AND EXHIBITS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

**SECTION 1.03. AUTHORITY TO CONTRACT.** The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 1.04. DEFINITIONS.** The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

*"Cooperation Act"* means Chapter 163 Part I, Florida Statutes (2005), known and referred to as the Florida Interlocal Cooperation Act of 1969, and any amendments thereto.

*"District Act"* means Chapter 190, Florida Statutes (2005) and any amendments thereto.

## **ARTICLE II: COUNTY AND DISTRICT POWERS**

**SECTION 2.01. COUNTY POWERS.** All powers inherent to the County shall in no way be affected or abridged by operation of this agreement.

**SECTION 2.02. DISTRICT POWERS.** Unless otherwise expressly provided in this section, the County agrees that the District shall retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, as amended, including but not limited to, the general powers set forth in §190.011 and 190.012(1), Florida Statutes (2005).

## **ARTICLE III: RESPONSIBILITIES OF DISTRICT AND COUNTY**

**SECTION 3.01. ITEMS OF WORK.** The items of work that are the subject matter of this Agreement are identified in **Exhibit C**, attached hereto and incorporated herein by reference ("County's Items of Work").

### **SECTION 3.02. COST ALLOCATIONS.**

- (A) *Cost Allocation.* The County shall pay all of the costs of County's Items of Work (Exhibit C) and any related change orders approved by the County Engineer. Payment shall be made in accordance with Sections 3.03 and 3.04 herein.
- (B) *Cost Allocation for Construction Phase Services.* At the County's sole expense, the District shall provide inspection services for the portion of the work being performed for the County as indicated in Exhibit C.

**SECTION 3.03. PAYMENT OF COSTS.** Within fifteen (15) business days from the receipt by CDD of any invoices from contractor related to County's Items of Work, the District shall forward these invoices along with partial releases of lien to the County for payment. The County shall remit payment to the District on these invoices within time frame allowed by State law.

### **SECTION 3.04. ACCEPTANCE OF WORK.**

- (A) *Acceptance of Work.* Before the District makes Final Payment to contractor for the work being performed on behalf of the County, the

District shall provide the County with a certificate from the District's Engineer that, to the best of his knowledge, County's Items of Work have been substantially completed in accordance with the Construction Contract. Within twenty (20) days after County's receipt of said certificate, the County shall inspect the Project and provide written Notice to the District that the County's Items of Work, are or are not in substantial compliance with the Construction Contract.

- (B) *Substantial Compliance.* If the County's notice referred to in 3.04(A) is that County's Items of Work are in substantial compliance, then the County shall be deemed to have accepted the County's Items of Work except as to defects not then readily discoverable. Subsequent to the County's giving such notice of such substantial compliance and the making of Final Payment by the District, the County agrees that it shall have no claim against the District with respect to any of the County's Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.
- (C) Until Final Completion and acceptance of the Work by the County, the District shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

**SECTION 3.05 INSURANCE AND WAIVER OF SUBROGATION.**

- (A) *Insurance.* The District shall provide the County documentary proof that the County is named as an additional insured under the Construction Contract. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that the County be provided the same protections in said policies as that accorded to the District. Subject to the County's reservation to represent itself at its own expense in the event of a claim or dispute, adjustment and settlement of any loss with the insurers shall be conducted by the District, and the District shall account to the County for the proceeds of such insurance that is applicable to the County's Items of Work.
- (B) *Waiver of Subrogation.* The District and the County waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to Section 5.04 of the Supplementary General Conditions of the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

**ARTICLE IV: MISCELLANEOUS PROVISIONS**

**SECTION 4.01. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the County or the District, pursuant to Chapter 768, Florida Statutes (2005) or under any other State or Federal law, and any amendment thereto. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 4.02. NEGOTIATION AT ARM’S LENGTH.** This Interlocal Agreement has been negotiated fully between the parties as an arm’s length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

**SECTION 4.03. NOTICES.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to the County:	St. Johns County 2740 Industry Center Rd. St. Augustine, Florida 32084 Attn: Darrell Locklear, PE
-------------------	--

If to the District:	Durbin Crossing Community Development District 14785-4 St. Augustine Road Jacksonville, Florida 32258 Attn: District Manager
---------------------	---

With Copies to:	Hopping Green & Sams, P.A. 123 S. Calhoun Street Tallahassee, Florida 32301 Attn: Brian A. Crumbaker
-----------------	---

**SECTION 4.04. DEFAULT.** Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party 30 days from receipt of such notice to cure any such defaults and to thereafter notify the other parties of the actual cure of any such defaults. The parties agree to act in good faith in determining the reasonable amount of time necessary to cure any breach. If the breach is not cured within a reasonable time period, the County and the District shall comply with the procedures set forth in Chapter 164, Florida Statutes (2004) and any amendments thereto.

**SECTION 4.05. OTHER AGREEMENTS.** Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

**SECTION 4.06. ASSIGNMENT OR TRANSFER.** Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

**SECTION 4.07. BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors.

**SECTION 4.08. AMENDMENT.** This Interlocal Agreement shall constitute the entire agreement between the parties and may be modified in writing only by mutual agreement and execution by both parties.

**SECTION 4.09. FILING.** The County Attorney is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the County and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

**SECTION 4.10. APPLICABLE LAW AND VENUE.** This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in St. Johns County, Florida.

**SECTION 4.11. SEVERABILITY.** If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

**SECTION 4.12. ENTIRE AGREEMENT.** This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**SECTION 4.13. EFFECTIVE DATE.** This Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of both parties, however, the Tunnels and Improvements may not be commenced until the District receives all necessary permits and approvals from the County and any other agency having jurisdiction over the necessary permits and approvals.

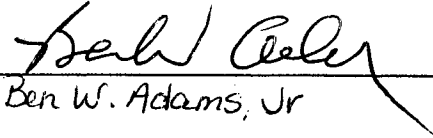


**SECTION 4.14. TERMINATION.** With the exception of the circumstances outlined in Section 3.03, hereby incorporated in this Section, this Agreement can only be terminated upon written consent of both parties.

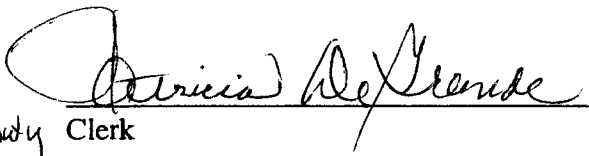
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.


ST. JOHNS COUNTY, FLORIDA

  
Ben W. Adams, Jr

ATTEST: Clerk of the Board

  
Deputy Clerk

Approved as to legal sufficiency:

  
County Attorney's Office      6/19/06      Date



[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**DURBIN CROSSING COMMUNITY  
DEVELOPMENT DISTRICT**

*Jason Sessions*  
Jason Sessions  
Vice Chairman, Board of Supervisors

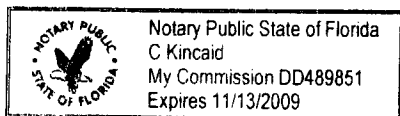
ATTEST:

*James Oliver*  
Name: JAMES OLIVER  
Title: ~~Secretary~~/Assistant Secretary

STATE OF FLORIDA }  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2006, by Jason Sessions as the Chairman of the Board of Supervisors for the Durbin Crossing Community Development District, and who has acknowledged that he executed the same on behalf of the Durbin Crossing Community Development District and that he was authorized to do so. He is personally known to me or has produced \_\_\_\_\_ as identification.

In witness whereof, I hereunto set my hand and official seal.



*C Kincaid*  
Notary Public, State of Florida

STATE OF FLORIDA }  
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2006, by James Oliver as Secretary/Assistant Secretary for the Durbin Crossing Community Development District, and who has acknowledged that he executed the same on behalf of the Durbin Crossing Community Development District and that was authorized to do so. He is personally known to me or has produced \_\_\_\_\_ as identification.

In witness whereof, I hereunto set my hand and official seal.



*Crystal J. Parham*  
Notary Public, State of Florida

**EXHIBIT "A"**

**CONTRACT BETWEEN DURBIN CROSSING COMMUNITY  
DEVELOPMENT DISTRICT AND PRINCE CONTRACTING**

# **CONTRACT DOCUMENTS**

## **VOLUME I OF II**

**CONTAINING**

**CONTRACT AND CONDITIONS  
BID SUMMARY  
SPECIAL CONDITIONS  
TECHNICAL SPECIFICATIONS**

**FOR**

**COUNTY ROAD 2209**

Prepared for:

**Durbin Crossing CBD c/o  
England, Thins & Miller, Inc.  
14775 St. Augustine Road  
Jacksonville, Florida 32256**

Prepared by:

**England, Thins & Miller, Inc.  
14775 St. Augustine Road  
Jacksonville, Florida 32258  
(904) 642-8990**



**ET&M No. E02-106-8**

**October 2005**

**PROJECT MANUAL**  
**CONTAINING**  
**CONTRACT AND CONDITIONS**  
**BID SUMMARY**  
**SPECIAL CONDITIONS**  
**TECHNICAL SPECIFICATIONS**  
**AND APPENDICES**  
**FOR**  
**COUNTY ROAD 2209**

Prepared for:

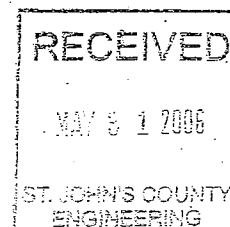
**Durbin Crossing CDD c/o**  
**England-Thims & Miller, Inc.**  
14775 St. Augustine Road  
Jacksonville, Florida 32256



Prepared by:  
**England, Thims & Miller, Inc.**  
14775 St. Augustine Road  
Jacksonville, Florida 32258  
(904) 642-8990

ET&M No. E02-106-8

October 2005



# TABLE OF CONTENTS

## **I. CONTRACT AND CONDITIONS**

Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price  
Exhibit "A" to Standard Form of Agreement  
Standard General Conditions of the Construction Contract  
Supplementary Conditions

## **II. BID SUMMARY**

Exhibit "A" – Bid Proposal  
Exhibit "B" – Project Schedule  
Exhibit "C" – Index of Drawings  
Exhibit "D" – Schedule of Values

## **III. SPECIAL CONDITIONS**

### **Division 1: General Requirements**

01010 - Scope of Work  
01015 - Definitions  
01020 - Reference Standards  
01030 - Application of Documents  
01040 - Contract Drawings  
01050 - Contract Considerations  
01060 - Coordination and Preconstruction Activities  
01070 - Construction Progress Schedule  
01080 - Shop Drawings  
01090 - Quality Control Activities and Testing  
01095 - Contract Closeout  
01100 - Permits  
01110 - ADA Requirements

### **Division 2: Site Work**

02010 - General Requirements  
02020 - Erosion Control and Turbidity Monitoring  
02030 - Protection of Property  
02040 - Relocation of Existing Property  
02045 - Borrow Sites  
02050 - Unsuitable Material  
02060 - Pipe and Structure Grade Tolerance  
02070 - Utility Coordination  
02080 - Utility Conflicts  
02090 - Utility Installations

- 02100 - Mobilization
- 02110 - Storage of Equipment and Material
- 02120 - Temporary Construction Offices
- 02130 - Project Surveying
- 02140 - As-Built Drawings
- 02150 - Environmental Protection
- 02160 - Dewatering
- 02165 - Protection of Excavations
- 02170 - Construction Limits
- 02180 - Excess Material
- 02190 - Project Clean-up
- 02200 - Testing Requirements

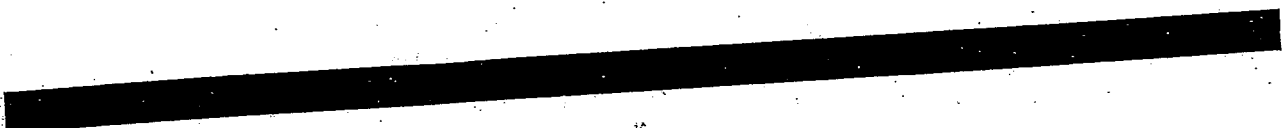
**IV. TECHNICAL SPECIFICATIONS**

- 03102 - Maintenance of Traffic
- 03104 - Prevention, Control, and Abatement of Erosion and Water Pollution
- 03110 - Clearing and Grubbing
- 03120 - Excavation and Embankment
- 03160 - Stabilized Subgrade
- 03200 - Limerock Base
- 03300 - Prime and Tack Coats for Base Courses
- 03331 - Type S-I and S-III Asphaltic Concrete
- 03346 - Portland Cement Concrete
- 03425 - Drainage Structures
- 03430 - Pipe Culverts & Storm Sewers
- 03570 - Grassing (Seeding and Mulching)

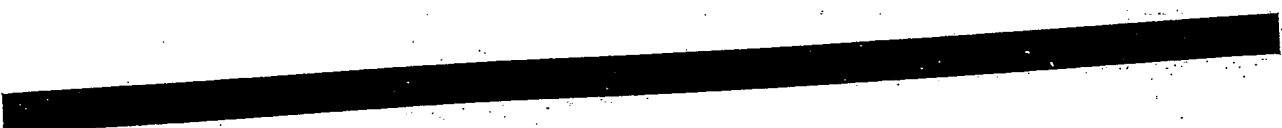
**V. APPENDICES - INCLUDED IN VOLUME II of II**

- Appendix A - Geotechnical Reports
- Appendix B - Permits
- Appendix C - Stormwater Pollution Prevention Plan





**I. CONTRACT AND CONDITIONS**



# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute



Knowledge for Creating  
and Sustaining  
the Built Environment

EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Durbin Crossing Community Development District

(Owner) and Prince Contracting Company, Inc.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, 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: County Road 2209.

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: County Road 2209.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

England-Thims & Miller, Inc.  
14775 St. Augustine Road  
Jacksonville, Florida 32258

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the 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.

~~\*4.02 Dates for Substantial Completion and Final Payment~~

~~A. The Work will be substantially completed on or before \_\_\_\_\_, \_\_\_\_\_, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before \_\_\_\_\_, \_\_\_\_\_.~~

~~[or]~~

~~4.02 Days to Achieve Substantial Completion and Final Payment~~

~~A. The Work will be substantially completed within \_\_\_\_\_ 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 \_\_\_\_\_ days after the date when the Contract Times commence to run.~~

\*4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner 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 a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ \_\_\_\_\_ for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion 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 Owner, Contractor shall pay Owner \$ \_\_\_\_\_ 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 Owner 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 Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Fifteen Million Three Hundred Forty-seven Thousand, Five Hundred One Dollars (\$15,347,501.00)  
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

~~\*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 this paragraph 5.01.B:~~

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
---------------------------	--------------------	-------------	-------------------------------------	-------------------	------------------

TOTAL OF ALL ESTIMATED PRICES \_\_\_\_\_

(words)

\$ \_\_\_\_\_  
(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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 Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

~~\*A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the \_\_\_\_\_ day of 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 may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:~~

~~a. \_\_\_\_\_ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and~~

~~b. \_\_\_\_\_ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~\*2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to \_\_\_\_\_ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less \_\_\_\_\_ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

#### ~~\*6.03 Final Payment~~

~~A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer 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 \_\_\_\_\_ percent per annum.~~

#### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner 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 doing 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further 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 Owner 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 written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
3. Payment bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
4. Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
5. General Conditions (pages 00700-0 to 00700-40, inclusive).
6. Supplementary Conditions (pages 1 to 13, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of \_\_\_\_\_ sheets with each sheet bearing the following general title: \_\_\_\_\_ [or] the Drawings listed on attached sheet index.
9. Addenda (numbers 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 20, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. \_\_\_\_\_.

11. 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 (page 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

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 stated 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. Owner 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 Owner 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

\*See Exhibit A (attached)



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

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Durbin Crossing Community Development District

Prince Contracting <sup>Co.</sup> Company, Inc.

By: [Signature]

By: [Signature]

Title: Vice Chairman

Title: John D. Watson  
Vice President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: [Signature] James A. Combas

Title: \_\_\_\_\_

Title: Project Engineer

Address for giving notices:

Address for giving notices:

4720 Salisbury Road, Suite 239

5411 Willis Road

Jacksonville, Florida 32256

Palmetto, Florida 34221

(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.)

License No.: QB 000 1789  
(Where applicable)

Agent for service or process: \_\_\_\_\_

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

EXHIBIT A

AMENDMENTS TO AGREEMENT

The following amendments modify, change, delete from or add to the Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price, EJCDC Documents No. C-520, 2002 Edition. Where any Article of the Agreement is modified or deleted by these amendments, the unaltered provision of the Article, paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 4. CONTRACT TIMES

4.02 Amend paragraph 4.02 of the Agreement as follows:

Delete paragraph 4.02 in its entirety and replace with:

Phase 1 of the Work to be performed under this Agreement shall be commenced no later than ten (10) days from the date of the Notice to Proceed and will be Substantially Completed within three hundred and thirty (330) calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed and completed and ready for Final Payment within three hundred and sixty (360) calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed. Phase 2 of the Work will be Substantially Completed within five hundred and ten (510) calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed and completed and ready for Final Payment within five hundred forty (540) calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed.

4.03 *Liquidated Damages*

Amend paragraph 4.03 of the Agreement as follows:

Delete the third and fourth sentences entirely (Accordingly, instead of ..... for final payment.) and insert the following:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount of \$3,730.00 per calendar day.

ARTICLE 5 CONTRACT PRICE

5.01.B. Delete paragraph 5.01.B in its entirety

ARTICLE 6 - PAYMENT PROCEDURES

6.02 *Progress Payments; Retainage.*

Amend paragraph 6.02.A of the Agreement as follows:

Delete the first sentence of paragraph 6.02.A and replace with the following:

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER as outlined in the Supplementary Conditions of the Contract Documents and as provided in paragraph 6.02.A.1 below.

Amend subparagraph 6.02.A.1 of the Agreement as follows:

Delete paragraph 6.02.A.1, 6.02.A.1.a and 6.02.A.1.b and insert the following paragraph:

Until Final Completion and Acceptance of the Work by the Owner, the Owner will pay the Contractor an amount equal to ninety percent (90%) of the Contract Price. Ten percent (10%) of the Contract Price will be retained until Final Completion, acceptance of the Work by the Owner subject to paragraph 6.03 below and Final Payment to the Contractor.

6.03 Final Payment.

Delete paragraph 6.03 of the Agreement and replace with the following:

Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B of the General Conditions and subject to final acceptance by St. Johns County and JEA, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.

ARTICLE 7 - INTEREST

Delete ARTICLE 7 of the Agreement in its entirety and replace with the following:

All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74(4), Florida Statutes.

ARTICLE 10 - MISCELLANEOUS

10.02 Amend paragraph 10.02 of the Agreement as follows:

Delete paragraph 10.02 in its entirety and replace with:

10.02 *Assignment of Contract*

A. CONTRACTOR agrees that he shall not be allowed to assign any rights under or interests in the Contract without the written consent of the OWNER; 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.

END OF SECTION

FRONT PAGE

Attached to and part of Bond No. 21BCSBQ3647  
In compliance with Florida Statute Chapter 255.05 (1)(a), Public Work.

All other Bond Page(s) are deemed subsequent to this page regardless of any page number (s) that may be pre-printed thereon.

Contractor Name: Prince Contracting Co., Inc.  
Contractor Address: 5411 Willis Rd  
Palmetto, FL 34221-9295  
Contractor Phone No.: 941-722-7707  
Surety Company: Hartford Accident and Indemnity Company  
Surety Address: 200 Colonial Center Parkway, Suite 500  
Lake Mary, FL 32746  
Surety Phone No.: 800-824-1732  
Owner Name: Durbin Crossing Community Development District  
Owner Address: c/o England, Thims & Miller, Inc.  
14775 St. Augustine Road  
Jacksonville, FL 32258  
Owner Phone No.: 904-642-5550  
Obligee Name: N/A  
(If contracting entity is different from the owner, the contracting public entity)  
Obligee Address: N/A  
Obligee Phone No.: N/A  
Bond Amount: \$15,347,501.00  
Contract No. (if applicable) N/A  
Description of Work: County Road 2209  
Project Location St. Johns County, Florida  
Legal Description NA

Bid No. 02-106-3

PUBLIC CONSTRUCTION BOND

BOND NO.: 21BCSBQ3647

BY THIS BOND, We Prince Contracting Co., Inc. and Hartford  
Accident and Indemnity Company, as Principal and Surety  
are bound to Durbin Crossing CDD., herein called Owner, in the sum of \$15,347,501.00 for payment of  
which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

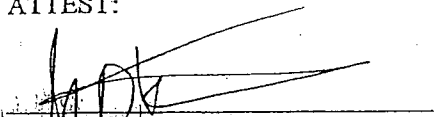
1. Performs the Contract dated \_\_\_\_\_, 2005 between Principal and Owner for the proposed Improvements of County Road 2209, St. Johns County, Florida, the Contract being made a part of this Bond by reference, and the times and in the manner prescribed in the Contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the Contract; and specified in the Contract, then this bond is void; otherwise it remains in full force.

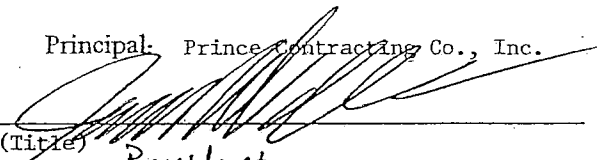
PROVIDED, FURTHER, THAT THE Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Plans or Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alternations or addition to the terms of the Contract or to Work to be performed thereunder or the Plans or Specifications,

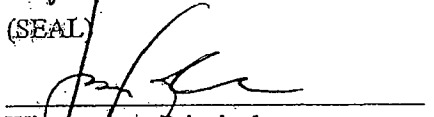
PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment" wherever used in this Bond, and whether referring to this Bond or the Contract shall include any alteration, addition, extension, or modification of any character whatsoever. This Bond incorporates herein all the provisions of Florida Statue 255.05.

IN WHITNESS WHEREOF, this instrument is executed in three counterparts, each of which shall be deemed an original, this day of \_\_\_\_\_, 2005.

ATTEST:

  
\_\_\_\_\_  
(Principal) Secretary, Asst.

Principal: Prince Contracting Co., Inc.  
By:   
\_\_\_\_\_  
(Title) President

(SEAL)  
  
\_\_\_\_\_  
Witness as to Principal

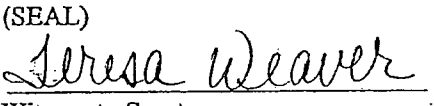
Address: 5411 Willis Road  
Palmetto, FL 34221-9295


Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

Surety: Hartford Accident and Indemnity Company  
800-824-1732

(SEAL)  
  
\_\_\_\_\_  
Witness to Surety

  
\_\_\_\_\_  
Attorney-in-Fact Carol H. Hermes  
FL Licensed Resident Agent

Wachovia Insurance Services, Inc.  
4600 W. Cypress St., Ste. 200, Tampa, FL 33607  
Address

Address: 200 Colonial Center Parkway, Suite 500  
Lake Mary, FL 32746

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 Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF SECTION

**Durbin Crossing Community Development District**  
Obligee's Name

**c/o England-Thims & Miller, Inc.**  
**14775 St. Augustine Road**  
**Jacksonville, FL 32258**  
Obligee's Mailing Address

**21BCSBQ3647**  
Bond/Policy Number

## **IMPORTANT NOTICE TO OBLIGEEES/POLICYHOLDERS- TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your bond/policy. However, the actual coverage provided by your bond/policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your bond/policy, any endorsements to the bond/policy and generally applicable rules of law.

Any terrorism coverage provided by this bond/policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

The premium charge that has been established for terrorism coverage under this bond/policy is either shown on this form or elsewhere in the bond/policy. If there is no premium shown for terrorism on this form or elsewhere in the bond/policy, there is no premium for the coverage.

**Terrorism premium: \$0**

# POWER OF ATTORNEY

THE HARTFORD  
BOND, T-4  
690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-220281

OW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut.
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

ng their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies"), do hereby make, constitute and appoint, to the amount of unlimited:

*John R. Neu, Diane Sidebotham, Carol H. Hermes*  
of  
Tampa, FL

true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as created above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the re thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and uting or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies e caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant etary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are ill be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*David T. Akers*

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and hat he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the rations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the nstrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed me thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2007.

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct f the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
11/21/05

1-813-229-8021  son Co., Inc.  att St.  33606 Wilson  ntracting Co., Inc.  is Road  FL 34221	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.
<b>INSURERS AFFORDING COVERAGE</b>	
INSURER A: Amerisure Insurance Company	NAIC #
INSURER B: Amerisure Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL201444400	09/30/05	09/30/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
INT'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
<b>HOME/BIKE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Hired Auto Phys Dmg	CA2002984	09/30/05	09/30/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>RACE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA AGG \$ AGG \$
<b>CESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$10,000	CU2002988	09/30/05	09/30/06	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
<b>EMPLOYERS' LIABILITY</b> PRIOR/PARTNER/EXECUTIVE MEMBER EXCLUDED? <input checked="" type="checkbox"/> INCL EXCL (also under PROVISIONS below)	WC2006445	01/01/05	01/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

**OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Being Community Development District, Engineer and their Officers, Directors, Supervisors are included as additional insureds.

<b>CANCELLATION</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
THE HOLDER  being CDD d-Thims & Millor, Inc.  Augustine Road  le, FL 32258  USA	AUTHORIZED REPRESENTATIVE 

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**EXHIBIT "B"**

**CR 2209 DEED OF RIGHT OF WAY WITH LEGAL DESCRIPTION**

**This Instrument Prepared by:**

Jeri Poller  
Jeri Poller PA  
6013 NW 23<sup>rd</sup> Avenue  
Boca Raton, FL 33496

**After Recording Return To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Florida \_\_\_\_\_

Parcel I.D. No. 023630-0061, 009840-0001, 009610-0001, 023600-0041,

**SPECIAL WARRANTY DEED OF DEDICATION**

**(A portion of CR 2209)**

**THIS INDENTURE** (this “**Deed**”) made this \_\_\_ day of June, 2006, by and between **DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 14785-4 St. Augustine Road, Jacksonville, Florida 32258, hereinafter called “**Grantor**,” and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32095, Attn: \_\_\_\_\_, hereinafter called “**Grantee**.” For purposes of this Deed, the term “**Grantor**” shall include Grantor’s successors, personal representatives, heirs and/or assigns, and the term “**Grantee**” shall include Grantee’s successors, personal representatives, heirs and/or assigns.

**WITNESSETH:**

**GRANTOR**, for and in consideration of the acceptance of this Deed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, dedicate, and convey to Grantee, its successors and assigns forever, the following described land, situate in St. Johns County, Florida, to wit:

PROPERTY AS DESCRIBED ON **EXHIBIT “A”**  
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF (THE “**PROPERTY**”);

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**THIS CONVEYANCE** is subject to (a) taxes for the year 2006 and thereafter; (b) zoning and other regulatory laws and ordinances affecting the Property; (c) restrictions, limitations, dedications, covenants, and easements of record, if any, but this reference shall not operate to reimpose same.

**TO HAVE AND HOLD** the same unto Grantee, its successors and assigns forever, in fee simple.

**AND** Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

**IN WITNESS WHEREOF**, said Grantor has hereunto set hand and seal the day and year first above written.

**GRANTOR:**

**Signed and Sealed and Delivered in the Presence of:**

**DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

By: Angela Swartz  
Print: Angela Swartz

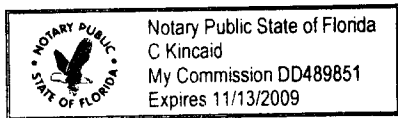
By: Jason R. Sessions  
Jason R. Sessions, Vice Chairman

By: Christina Blagovest  
Print: Christina Blagovest

**STATE OF FLORIDA**  
**COUNTY OF** Duval

On this 24<sup>th</sup> day of June, 2006, before me, Jason R. Sessions, as Vice Chairman of DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, who has executed the foregoing instrument for the purposes therein contained, who is personally known to me or have produced \_\_\_\_\_ as identification .

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Sign: C Kincaid  
Print Name: C Kincaid  
[seal]

**EXHIBIT "A"**  
**TO**  
**SPECIAL WARRANTY DEED OF DEDICATION**



Robert M. Angas Associates, Inc.  
Land Surveyors, Planners and Civil Engineers  
Since 1924

14775 St. Augustine Road  
Jacksonville, FL 32258  
Tel: (904) 642-8550  
Fax: (904) 642-4165

June 1, 2006

Work Order Number 03-092.00  
County Road 2209 – North Segment (sketch)

A portion of Section 1, Township 5 South, Range 27 East, together with a portion of Sections 6 and 7, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 7, thence South  $02^{\circ}41'50''$  East along the Westerly line of said Section 7, a distance of 1906.69 feet; thence South  $83^{\circ}57'21''$  East, departing said Westerly line, 109.83 feet to the point of curvature of a curve concave Northerly, having a radius of 1015.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $22^{\circ}00'29''$ , an arc length of 389.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $85^{\circ}02'24''$  East, 387.48 feet; thence North  $74^{\circ}02'10''$  East, 779.57 feet to the point of curvature of a curve concave Southerly, having a radius of 885.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $13^{\circ}38'29''$ , an arc length of 210.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $80^{\circ}51'24''$  East, 210.21 feet; thence North  $87^{\circ}40'39''$  East, 180.43 feet to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $89^{\circ}59'42''$ , an arc length of 39.27 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South  $47^{\circ}19'30''$  East, 35.35 feet.

From said Point of Beginning, thence North  $02^{\circ}19'39''$  West, 553.98 feet to the point of curvature of a curve concave Westerly having a radius of 875.00 feet; thence Northwesterly along the arc of said curve through a central angle of  $38^{\circ}44'31''$ , an arc length of 591.65 feet to the point of tangency of said curve, said point also lying on the Southeasterly prolongation of the Westerly right of way line of Russell Sampson Road, a 60 foot right of way as depicted on County Maintenance Map recorded in County Road Plat Book 1, pages 9 through 13 of the Public Records of said St. Johns County, said arc being subtended by a chord bearing and distance of North  $21^{\circ}41'55''$  West, 580.45 feet; thence North  $41^{\circ}04'11''$  West, along said Southeasterly prolongation and along said Westerly right of way line, 1342.04 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1625.00 feet; thence Northwesterly, departing said Westerly right of way line and along the arc of said curve through a central angle of  $27^{\circ}56'24''$ , an arc length of 792.42 feet to the point of tangency of said curve, and returning to said Westerly right of way line, said arc being subtended by a chord bearing and distance of North  $27^{\circ}05'59''$  West, 784.59 feet; thence North  $13^{\circ}07'47''$  West, along said Westerly right of way line 2139.33 feet to the point of curvature of a curve concave Westerly, having a radius of 1475.00 feet; thence Northwesterly, departing said Westerly right of way line and along the arc of said curve through a central angle of  $07^{\circ}08'22''$ , an

arc length of 183.79 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $16^{\circ}41'58''$  West, 183.67 feet; thence North  $20^{\circ}16'08''$  West, 979.46 feet to the point of curvature of a curve concave Easterly, having a radius of 1025.00 feet; thence Northeasterly along the arc of said curve through a central angle of  $49^{\circ}46'34''$ , an arc length of 890.48 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $04^{\circ}37'09''$  East, 862.74 feet; thence North  $29^{\circ}30'26''$  East, 19.71 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet; thence Northwesterly along the arc of said curve through a central angle of  $90^{\circ}25'10''$ , an arc length of 39.45 feet to a point on said curve, said point also lying on the Southerly right of way line of Racetrack Road, a variable width right of way as monumented, said arc being subtended by a chord bearing and distance of North  $15^{\circ}42'09''$  West, 35.48 feet; thence South  $60^{\circ}54'44''$  East, along said Southerly right of way line, 51.47 feet; thence South  $60^{\circ}08'26''$  East, continuing along said Southerly right of way line, 155.97 feet to its intersection with the Easterly right of way line of said Russell Sampson Road; thence South  $74^{\circ}18'54''$  West, departing said Southerly right of way line and along said Easterly right of way line, a distance of 46.08 feet to an angle point in said Easterly right of way line; thence South  $28^{\circ}47'03''$  West, departing said Easterly right of way line, 22.48 feet to the point of curvature of a curve concave Easterly having a radius of 875.00 feet; thence Southwesterly along the arc of said curve through a central angle of  $49^{\circ}03'11''$ , an arc length of 749.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $04^{\circ}15'27''$  West, 726.45 feet; thence South  $20^{\circ}16'08''$  East, 979.46 feet to the point of curvature of a curve concave Westerly, having a radius of 1625.00 feet; thence Southeasterly along the arc of said curve through a central angle of  $07^{\circ}08'22''$ , an arc length of 202.48 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $16^{\circ}41'58''$  East, 202.35 feet; thence South  $13^{\circ}07'47''$  East, 2139.33 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1475.00 feet; thence Southeasterly along the arc of said curve through a central angle of  $27^{\circ}56'24''$ , an arc length of 719.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $27^{\circ}05'59''$  East, 712.17 feet; thence South  $41^{\circ}04'11''$  East, 1342.04 feet to the point of curvature of a curve concave Westerly having a radius of 1025.00 feet; thence Southeasterly along the arc of said curve through a central angle of  $38^{\circ}44'31''$ , an arc length of 693.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ}41'55''$  East, 679.95 feet; thence South  $02^{\circ}19'39''$  East, 434.00 feet; thence North  $87^{\circ}40'21''$  East, 99.84 feet to the point of curvature of a curve concave Southwesterly, having a radius of 605.00 feet; thence Southeasterly along the arc of said curve through a central angle of  $72^{\circ}49'57''$ , an arc length of 769.06 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $55^{\circ}54'40''$  East, 718.31 feet; thence South  $19^{\circ}29'42''$  East, 393.00 feet to the point of curvature of a curve concave Northeasterly, having a radius of 545.00 feet; thence Southeasterly along the arc of said curve through a central angle of  $24^{\circ}14'52''$ , an arc length of 230.65 feet to a point on said curve, said point also lying on the Easterly right of way line of said Russell Sampson Road, said arc being subtended by a chord bearing and distance of South  $31^{\circ}37'08''$  East, 228.93 feet; thence South  $46^{\circ}15'34''$  West, 60.00 feet to a point on a curve concave Northeasterly, having a radius of 673.00 feet, said point



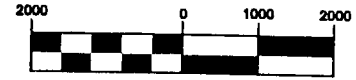
also lying on the Westerly right of way line of said Russell Sampson Road; thence Northwesterly along the arc of said curve through a central angle of  $24^{\circ}14'52''$ , an arc length of 284.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $31^{\circ}37'08''$  West, 282.69 feet; thence North  $19^{\circ}29'42''$  West, 365.07 feet to the point of curvature of a curve concave Southwesterly having a radius of 539.00 feet; thence Northwesterly along the arc of said curve through a central angle of  $72^{\circ}49'57''$ , an arc length of 685.16 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $55^{\circ}54'40''$  West, 639.95 feet; thence South  $87^{\circ}40'21''$  West, 99.84 feet; thence South  $02^{\circ}19'39''$  East, 2644.02 feet; thence South  $58^{\circ}19'35''$  West, 172.08 feet; thence North  $02^{\circ}19'39''$  West, 2674.37 feet to the Point of Beginning.

Containing 36.99 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION

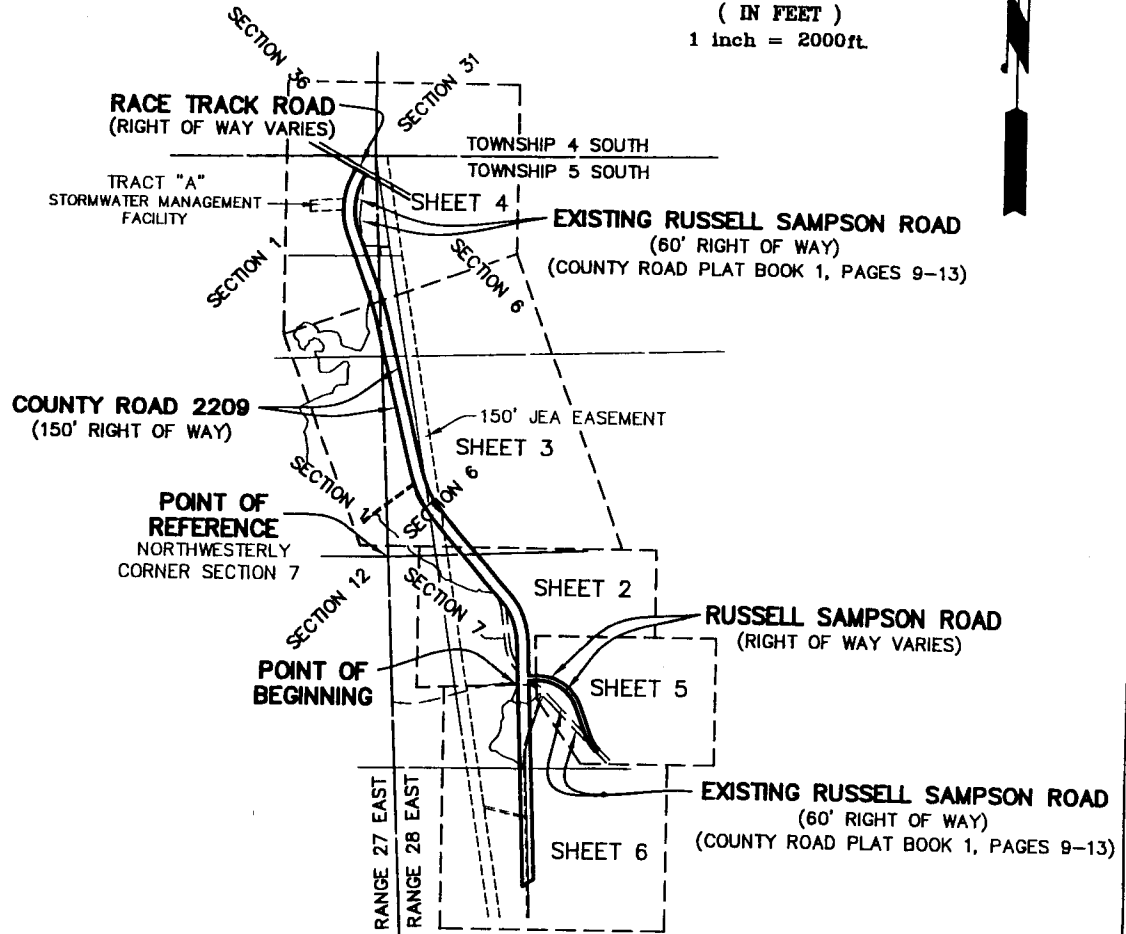
A PORTION OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 27 EAST,  
TOGETHER WITH A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 5 SOUTH,  
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

## GRAPHIC SCALE



( IN FEET )

1 inch = 2000ft.



### NOTES

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE WESTERLY LINE OF SECTION 7 AS BEING SOUTH 02°41'50" EAST.

SHEET 1 OF 6



**Robert M. Angas Associates, inc.**

LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

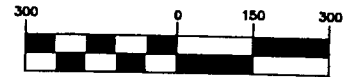
SCALE: 1"=2000'

DATE: JUNE 1, 2006

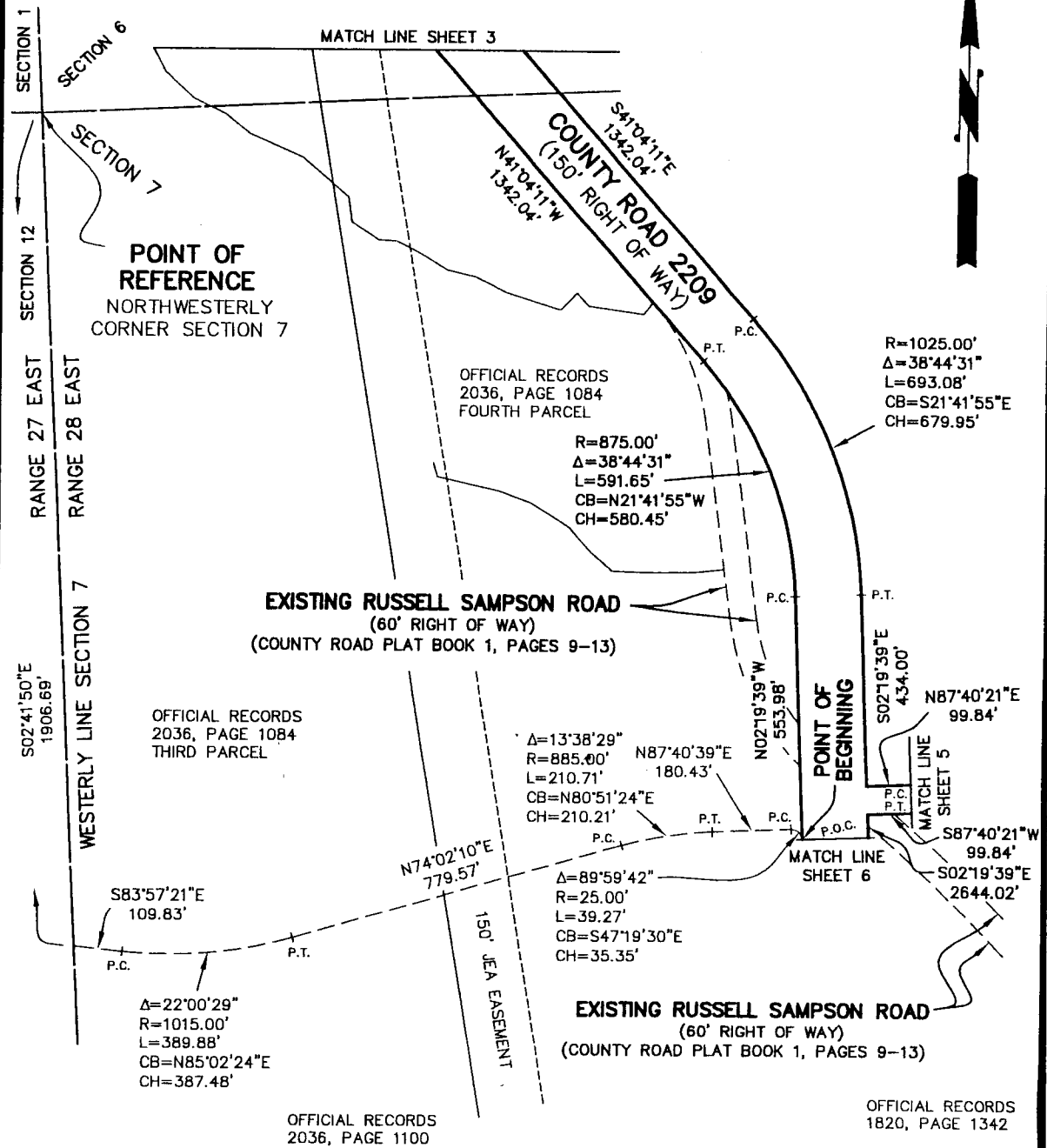
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*Joseph Leslie Reynolds, III*  
JOSEPH LESLIE REYNOLDS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 5517

GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.



LEGEND

- P.C. POINT OF CURVATURE
- P.O.C. POINT ON A CURVE
- P.T. POINT OF TANGENCY

SHEET 2 OF 6

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

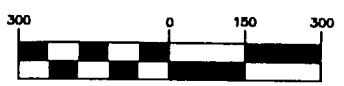
MATCH LINE SHEET 4

R=1625.00'  
Δ=7°08'22"  
L=202.48'  
CB=S16°41'58"E  
CH=202.35'

R=1475.00'  
Δ=7°08'22"  
L=183.79'  
CB=N16°41'58"W  
CH=183.67'

QUARTER SECTION LINE

GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.



OFFICIAL RECORDS  
2036, PAGE 1093  
FIRST PARCEL

SECTION 1  
SECTION 6

S130°47'E  
2139.33'  
N130°47'W  
2139.33'  
**COUNTY ROAD 2209**  
(150' RIGHT OF WAY)

150' JEA EASEMENT

30' ACCESS EASEMENT

R=1475.00'  
Δ=27°56'24"  
L=719.27'  
CB=S27°05'59"E  
CH=712.17'

R=1625.00'  
Δ=27°56'24"  
L=792.42'  
CB=N27°05'59"W  
CH=784.59'

**EXISTING RUSSELL SAMPSON ROAD**  
(60' RIGHT OF WAY)  
(COUNTY ROAD PLAT BOOK 1, PAGES 9-13)

MATCH LINE SHEET 2

LEGEND

- P.C. POINT OF CURVATURE
- P.O.C. POINT ON A CURVE
- P.T. POINT OF TANGENCY

SHEET 3 OF 6

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**

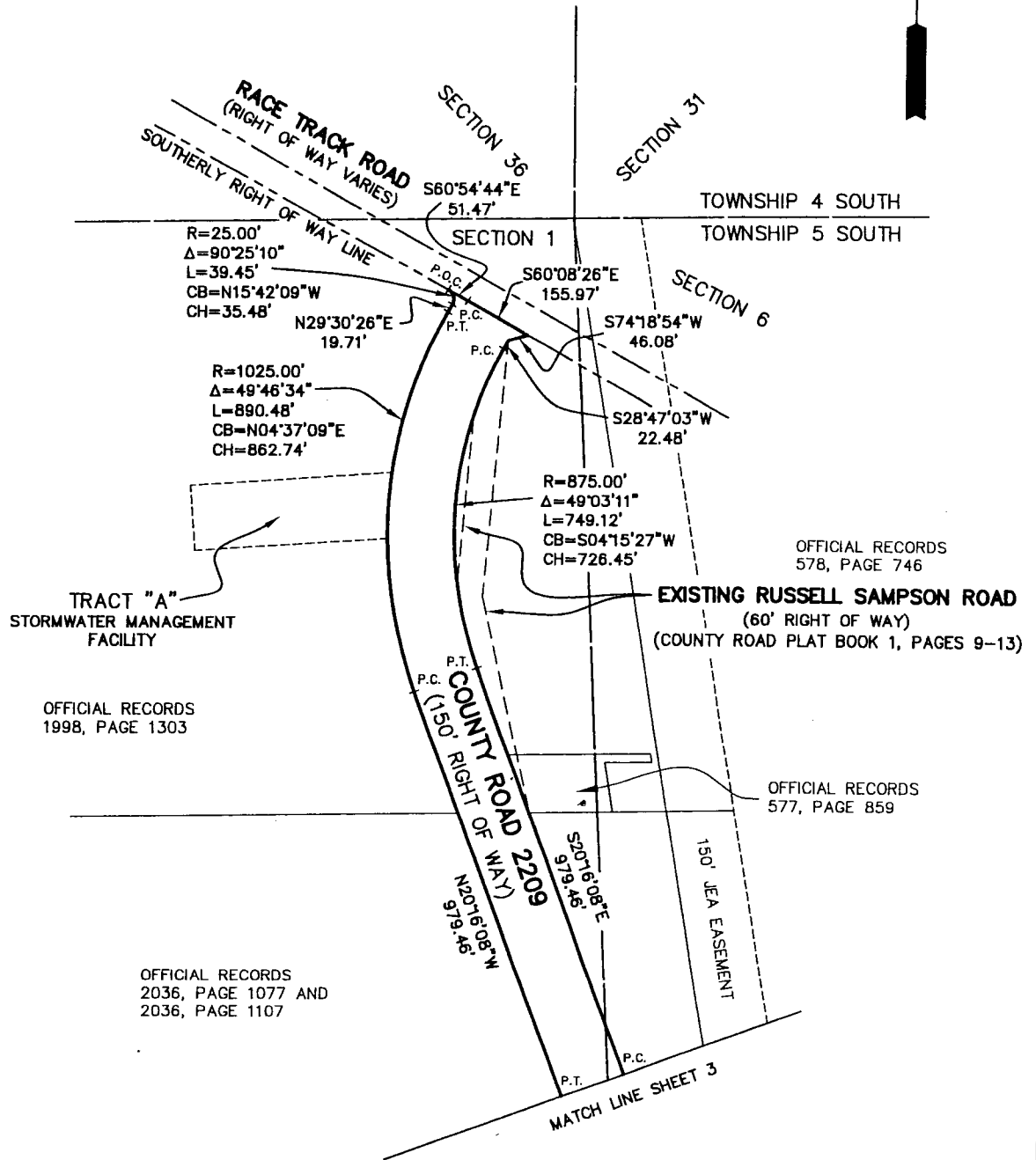
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

GRAPHIC SCALE



( IN FEET )

1 inch = 300 ft.



LEGEND

- P.C. POINT OF CURVATURE
- P.O.C. POINT ON A CURVE
- P.T. POINT OF TANGENCY

SHEET 4 OF 6

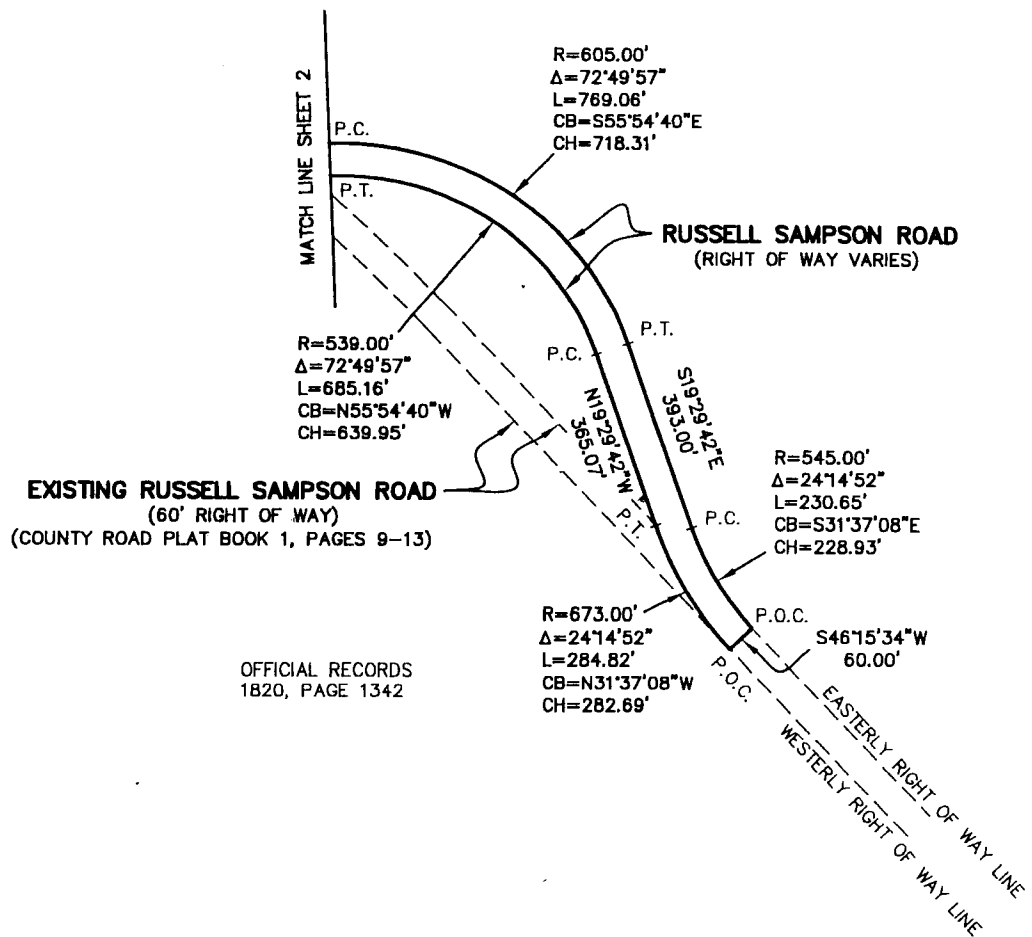
PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
 14775 ST. AUGUSTINE ROAD  
 JACKSONVILLE, FL 32258 (904) 642-8550  
 CERTIFICATE OF AUTHORIZATION NO. LB 3824

# GRAPHIC SCALE



( IN FEET )

1 inch = 300 ft.



### LEGEND

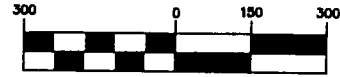
- P.C. POINT OF CURVATURE
- P.O.C. POINT ON A CURVE
- P.T. POINT OF TANGENCY

SHEET 5 OF 6

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**

14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3824

GRAPHIC SCALE



( IN FEET )

1 inch = 300 ft.



MATCH LINE  
SHEET 2

COUNTY ROAD 2209  
(150' RIGHT OF WAY)

OFFICIAL RECORDS  
2036, PAGE 1084  
FIRST PARCEL

OFFICIAL RECORDS  
2036, PAGE 1100

OFFICIAL RECORDS  
1820, PAGE 1342

QUARTER SECTION LINE

N02°19'39"W  
2674.37'

S02°19'39"E  
2844.02'

150' JEA EASEMENT

30' ACCESS  
EASEMENT

30' ACCESS  
EASEMENT

OFFICIAL RECORDS  
2036, PAGE 1100

OFFICIAL RECORDS  
1820, PAGE 1342

S58°19'35"W  
172.08'

LEGEND

- P.C. POINT OF CURVATURE
- P.O.C. POINT ON A CURVE
- P.T. POINT OF TANGENCY

SHEET 6 OF 6

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**

14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

**EXHIBIT "C"**

**PRINCE CONTRACTING PRICE PROPOSAL**

**ENGLAND, THIMS AND MILLER  
CONSTRUCTION, ENGINEERING  
AND  
INSPECTION SERVICES  
PROPOSAL**





**PRINCE**

EXHIBIT "C"

Telephone: (941) 722-7707  
Facsimile: (941) 722-4641

General Contractor

www.princeinc.com  
prince@princeinc.com

November 9, 2005

Durbin Crossing CDD c/o  
England, Thims & Miller, Inc.  
14775 St. Augustine Road  
Jacksonville, FL 32258

Attention: Mr. Scott A. Wild, P.E.  
Vice President

Re: County Road 2209  
Additional Lanes

Dear Scott:

PRINCE has prepared its price for the additional two lanes depicted as "future" in the bidding documents for the above referenced project. The extra work includes constructing the "future" lanes on CR 2209 from station 10+00 to station 100+50. It does not include any additional work on CR 244.

PRINCE's price to perform this work is **\$2,891,642.00**. Please give me a call if you have any questions.

Sincerely,

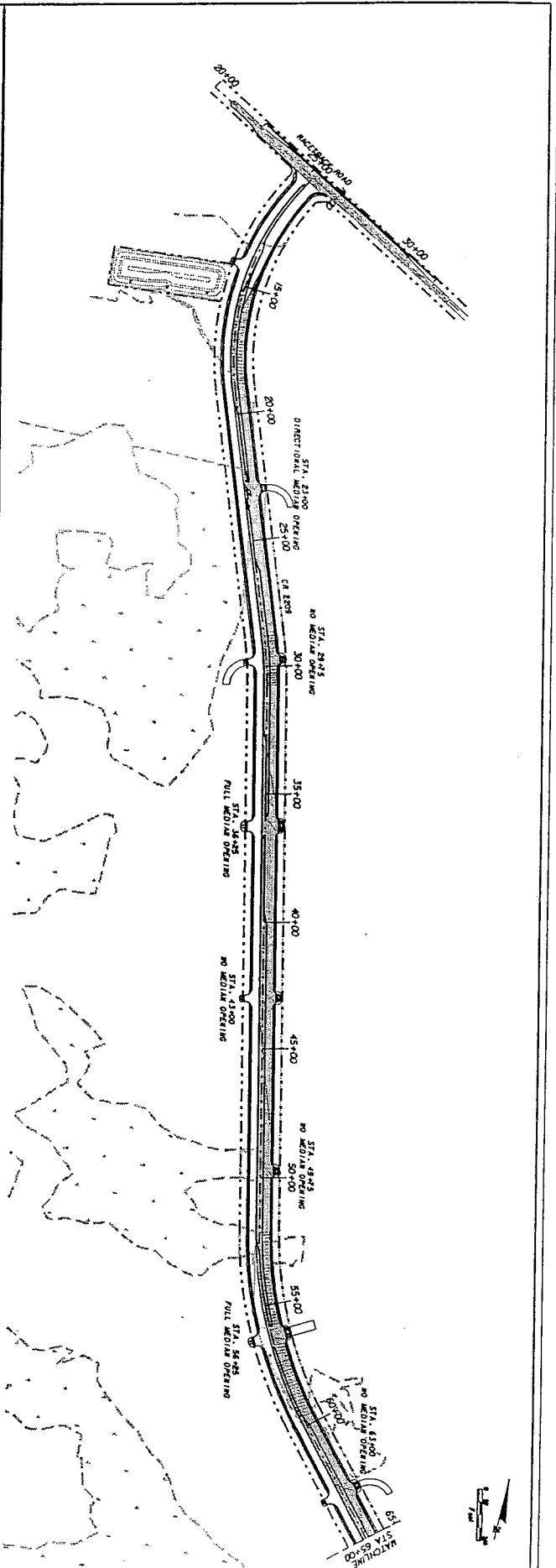
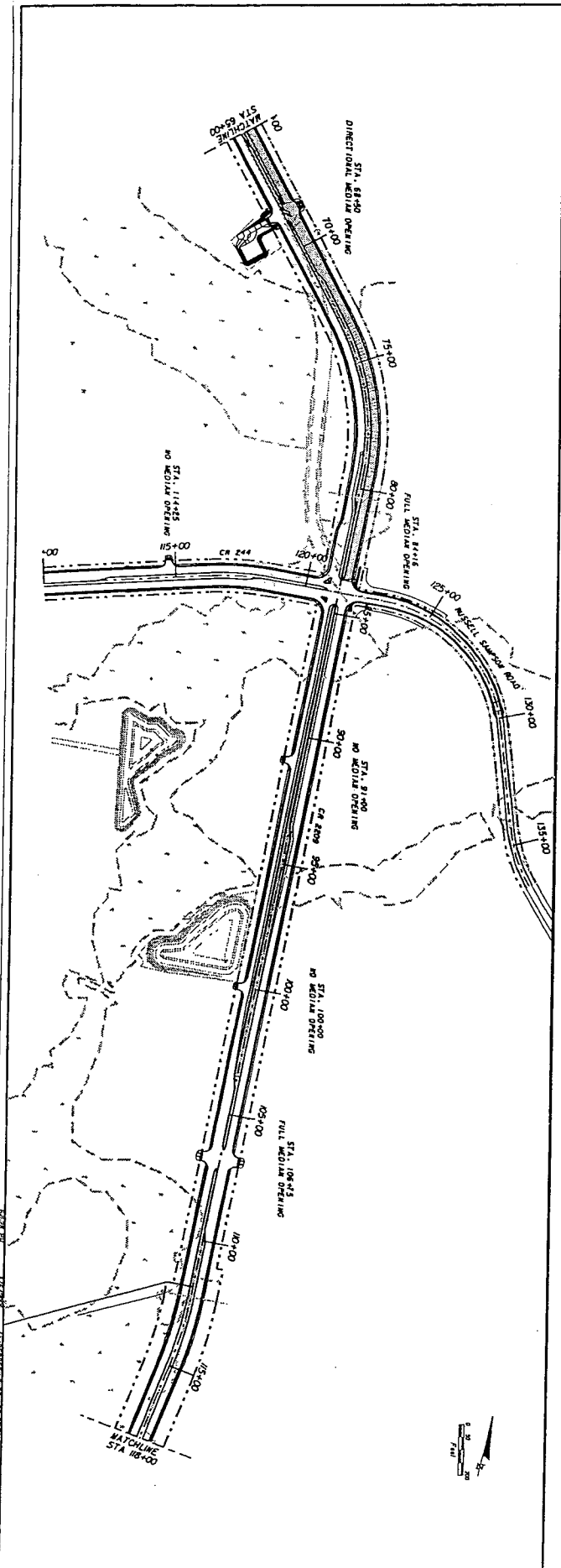
PRINCE

John D. Watson, P.E.  
Vice President

PRINCE  
CR 2209 Additional Lanes

Item	Sub Item	Description	Quantity	Unit	Unit Price	Amount	Item Total
1		<b>Mobilization</b>					\$95,000.00
	1.01	Mobilization	1	LS	\$95,000.00	\$95,000.00	
2		<b>Maintenance of Traffic</b>					\$45,000.00
	2.01	Maintenance of Traffic	1	LS	\$45,000.00	\$45,000.00	
3		<b>Earthwork</b>					\$79,420.00
	3.01	Earthwork	1	LS	\$79,420.00	\$79,420.00	
4		<b>Roadway Construction</b>					\$2,576,351.00
	4.01	4" Limerock Base	-744	SY	\$8.00	-\$5,952.00	
	4.02	1 " Asphalt	-744	SY	\$6.00	-\$4,464.00	
	4.03	Stabilization	36622	SY	\$19.00	\$695,818.00	
	4.04	8" Limerock Base	32201	SY	\$24.00	\$772,824.00	
	4.05	1 1/4" Type S-1 Asphalt	32201	SY	\$7.75	\$249,557.75	
	4.06	3/4" Type S-3 Asphalt	32201	SY	\$6.50	\$209,306.50	
	4.07	Curb & Gutter	19895	LF	\$19.50	\$387,952.50	
	4.08	Sidewalk, Concrete Aprons	3970	SY	\$53.00	\$210,410.00	
	4.09	Striping & Signage	1	LS	\$48,726.25	\$48,726.25	
	4.10	Traffic Separator	1	LS	\$12,172.00	\$12,172.00	
5		<b>Storm Drainage Collection and Conveyance System</b>					\$79,271.00
	5.01	J-1 Manhole	-30	EA	\$3,850.00	-\$115,500.00	
	5.02	J-1 Manhole	22	EA	\$3,850.00	\$84,700.00	
	5.03	Curb Inlet	16	EA	\$6,125.00	\$98,000.00	
	5.04	15" RCP	157	LF	\$35.00	\$5,495.00	
	5.05	18" RCP	132	LF	\$39.00	\$5,148.00	
	5.06	24" RCP	28	LF	\$51.00	\$1,428.00	
6		<b>Seeding and Mulching and Sod</b>					\$16,600.00
	6.01	Seeding and Mulching and Sod	1	LS	\$16,600.00	\$16,600.00	
		<b>Total</b>					\$2,891,642.00

1/9/2006



**England-Thims & Miller, Inc.**  
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS  
 4715 E. AVENUE ROAD, DENVER, CO 80231  
 CERTIFICATE OF AUTHORITY NO. 00000000000000000000  
 PHONE (303) 755-1234 FAX (303) 755-1234

COUNTY ROAD 2209 (COUNTY)  
 DURBIN CROSSING CDD ROADWAYS  
 FOR  
 DURBIN CROSSING CDD  
 STANDARD PLAN  
 DRAWN BY: JTH  
 DESIGNED BY: JTH  
 CHECKED BY: NAM  
 DATE: FEBRUARY 2008

ROBERT A. MUELL, JR. P.E.  
 P.E. NO. 56630

# C.R. 2209

## LIMITED CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

### Scope of Work

England, Thims & Miller, Inc. shall provide limited consulting engineering services associated with the C.R. 2209 4-laning project for St. Johns County and the Aberdeen Community Development District. Consulting services shall include project management and limited construction engineering and inspection services.

The following items outline the proposed scope of work and fee amount required to complete each task.

The services shall be performed on an hourly basis.

#### Task I Limited Construction Engineering & Inspection Services

##### Proposed Scope of Work:

1. Pre-Construction Phase – Scheduling, attendance and coordination of St. Johns County Preconstruction requirements (as needed), procurement/review of Shop Drawings, review/approval of Schedule of Values, review/approval of Construction Schedules, Survey Coordination, Utility Agency (Bellsouth, JEA, Comcast, etc.) project startup and coordination, NOC and NOI Coordination.
2. Construction Phase – Construction coordination between prime and other on-site contractors, Change Order Processing (including negotiations and entitlement analysis), Project correspondence, Site inspections (including Erosion Control and Maintenance of Traffic), Coordination with Utility Agency (Bellsouth, JEA, Comcast, etc.) construction operations, Coordination with Permitting Authorities, Administration of progress meetings/minutes, Engineering support/interpretation, Site analysis for pay request review and approval certifications, Construction schedule review, Material testing review/approval, Coordination of site underdrain analysis with geotechnical engineer, Monthly Asbuilt Review, Partial lien release coordination, Project photo/video documentation, Coordination with Owner's hardscape/landscape/irrigation efforts, Pre-Final and Final Inspections with Jurisdictional Authorities.
3. Closeout Phase - Project Closeout Requirements including asbuilt review, FDEP Water & Sewer Certifications, JEA, St. Johns County and SJRWMD Engineering Certifications of Completion, Coordination for release of St. Johns County Construction Bond, Review of Prime and Subcontractor Final Lien Releases, Coordination/Preparation of Maintenance Bond for St. Johns County.

### Basis of Estimated Fee

Principal .....	\$165.00/Hr.
Senior Engineer.....	\$122.50/Hr.
Engineer .....	\$105.00/Hr.
Project Manager .....	\$115.00/Hr.
Assistant Project Manager .....	\$75.00/Hr.
Senior Planner.....	\$115.00/Hr.
Planner .....	\$105.00/Hr.
Senior Landscape Architect .....	\$105.00/Hr.
Landscape Architect.....	\$95.00/Hr.
GIS Programmer .....	\$98.00/Hr.
GIS Analyst .....	\$95.00/Hr.
GIS Technician .....	\$85.00/Hr.
Designer.....	\$91.50/Hr.
CADD Technician .....	\$85.00/Hr.
Programmer.....	\$125.00/Hr.
Computer Time .....	\$75.00/Hr.
Construction Monitor .....	\$75.00/Hr.
Survey Field Crew (Std.) .....	\$125.00/Hr.
Survey Field Crew (GPS) .....	\$160.00/Hr.
P.S.M. ....	\$105.00/Hr.
Clerical .....	\$37.50/Hr.
Vehicle.....	\$471.00/Month

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 15%.

**St. Johns County - Durbin Crossing Community Development District  
Transportation Infrastructure Improvements (4-laning Only)  
ETM CEI Proposal - CR2209 (4-lane portion for SJC only)**

Schedule

10 Months Construction Contract (to Substantial Completion)

1 Months Project Closeout

11 Months Total Duration = 47.19 Weeks

	Approx. HOURS per WEEK	HOURS	RATE	TOTAL
Principal	0.40	18.92	\$165.00	\$3,121.80
Project Manager	0.80	37.84	\$115.00	\$4,351.60
Engineer (Includes all Engineer hours on manhour estimate)	4.56	215.00	\$105.00	\$22,575.00
Project Administrator	6.01	283.8	\$75.00	\$21,285.00
Construction Monitor	9.60	453.2	\$75.00	\$33,990.00
Clerk / Typist	2.00	94.6	\$37.50	\$3,547.50

Expenses

\$4,869.25

Exclusions

1. Geotechnical Investigations
2. OSHA or other Regulatory Safety Inspections
3. Materials Testing
4. Electric, Phone, Gas Design
5. Landscape, Hardscape, Lighting or Irrigation Design
6. Permitting & Permit Fees
7. Surveying and Construction Stakeout
8. Plat Preparation or Processing
9. Engineering Design
10. Warranty Inspections

**GRAND TOTAL \$93,740.15**

