

**Engineering
Department**

1769 E. Moody Blvd
Bldg 2, Suite 309
Bunnell, FL 32110



www.flaglercounty.org

Phone: (386)313-4006

Fax: (386)313-4106

December 1, 2014

Ms. Camille C. Borden, President
C.C. Borden Construction, Inc.
1019 Rosselle Street
Jacksonville, Florida 32204

RE: Construction of New Flagler County Sheriff's Operations Center
Flagler County Invitation to Bid No. B003-0-2015

Dear Ms. Borden:

Please accept this as confirmation that the award of the bid and contract with C.C. Borden Construction, Inc. was approved by the Board of County Commissioners earlier today (12/1/2014).

This letter will also serve as your Notice to Procure effective Monday, December 8, 2014, for the maximum thirty (30) calendar day period to complete contractual submittals, permitting, initiate shop drawing submittals and asbestos abatement and other activities in preparation of issuing the Notice to Proceed and beginning the actual construction period.

Please submit the necessary insurance certificate(s) and payment and performance sureties for the project. The appropriate surety forms are enclosed for your convenience and use. Three (3) fully completed "originals" of each should be returned. Two (2) sets of the bonds will be incorporated into the contract documents and the third set will be recorded in the public records by the Clerk of Court. The recording cost amount will be provided to you for payment once it has been established. A fully executed and dated set of conformed contract documents for this project will be provided for your records.

The County's Construction Administration Consultant, TTV Architects, Inc., will be contacting you to schedule the pre-construction meeting. We look forward to getting this project underway and please contact me should you have any questions.

Sincerely,
FLAGLER COUNTY ENGINEERING DEPARTMENT

A handwritten signature in blue ink that reads "Richard G. Gordon".

Richard G. Gordon, P.E.
Assistant County Engineer

CC: Christopher Noel, AIA, TTV Architects, Inc., via email

Faith Alkhatib, P.E., County Engineer
Lauren Shank, Staff Assistant III
Project File

BOND NO. _____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS, that C.C. Borden Construction, Inc. as **Principal**, with a principal business address at 1019 Rosselle Street, Jacksonville, Florida 32204, and a phone number of (904) 354-3458, and _____ a surety duly organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as "**Surety**" are each held and firmly bound unto the Flagler County Board of County Commissioners, 1769 E. Moody Boulevard, Building No. 2, Bunnell, Florida 32110, and a phone number of (386) 313-4001, hereinafter called "**Owner**" in the sum of Four Million One Hundred Ninety-Seven Thousand Two Hundred Twenty-Six Dollars and Zero Cents (\$ 4,197,226.00), for the payment of which we bind ourselves, our heirs, our personal representatives, our successors, and our assignees jointly and severally, firmly by these presents.

Whereas, Principal has entered into an Agreement, dated as of the ____ day of _____, 2014, with Owner for accomplishing the construction of the Project known as "**CONSTRUCTION OF NEW FLAGLER COUNTY SHERIFF'S OPERATIONS CENTER, PROJECT NO. B003-0-2015**", for the County of Flagler, Florida, in accordance with the Contract Documents related thereto, which Agreement is on file in the Office of the Clerk of Circuit Court at the Flagler County Courthouse, Bunnell, Florida, and which Agreement is incorporated herein by reference and made a part hereof (hereinafter, the "Agreement").

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Agreement; and
2. Pays Owner any and all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of any default by Principal under the Agreement; and
3. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this Bond is void; otherwise it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement, or alterations which may be made in the terms of said Agreement, or increases or decreases in the Agreement amount, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of said Agreement, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions, or forbearance being hereby waived.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Signed Sealed and Delivered in the Presence of:

WITNESS: _____
(Signature)

(Typed or Printed Name)

PRINCIPAL: _____
(Typed or Printed Name)

WITNESS: _____
(Signature)

(Typed or Printed Name)

BY: _____
(Signature)

(Typed or Printed Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ (officer's name), as _____ (title) of _____ (company name), a _____ (state) _____ (corporation, limited liability corporation), who swore or affirmed that _____ he/she is authorized to execute this Bond and to bind _____ (company name), a _____ (state) _____ (corporation, limited liability corporation). _____ is personally known to me or has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

Printed: _____

(Affix Official Seal) Notary Public

Commission No. _____

SURETY: _____

(Typed or Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____
(Signature)

(Printed Name)

Witness as to Surety _____
(Signature)

(Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Business Address)

(Telephone Number)

Witnessed by: _____
(Signature)

(Printed Name)

Witnessed by: _____
(Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by
_____ (officer's name), as _____ (title) of
_____ (company name), a _____

(state) _____ (corporation, limited liability corporation), who swore or
affirmed that _____ he/she is authorized to execute this Bond and to bind

_____ (company name), a _____ (state) _____ (corporation,

limited liability corporation). _____ is personally known to me

or has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

Printed: _____

(Affix Official Seal) Notary Public

Commission No. _____

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT EXECUTION

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BOND NO. _____

PUBLIC PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that C.C. Borden Construction, Inc., hereinafter called "**Principal**", with a principal business address at 1019 Rosselle Street, Jacksonville, Florida 32204, and a phone number of (904) 354-3458, and _____, a surety duly organized and existing under the laws of the State of _____, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "**Surety**", are each held and firmly bound unto the Flagler County Board of County Commissioners, 1769 E. Moody Boulevard, Building No. 2, Bunnell, Florida 32110, and a phone number of (386) 313-4001, hereinafter called "**Owner**", in the penal sum of Four Million One Hundred Ninety-Seven Thousand Two Hundred Twenty-Six Dollars and Zero Cents (\$ 4,197,226.00) for the payment of which we bind ourselves, our heirs, our personal representatives, our successors, and our assignees, jointly and severally firmly by these presents.

Whereas, Principal has entered into an Agreement, dated as of the ____ day of _____, 2014, with Owner for accomplishing the construction of the Project known as "**CONSTRUCTION OF NEW FLAGLER COUNTY SHERIFF'S OPERATIONS CENTER, PROJECT NO. B003-0-2014**", for the County of Flagler, Florida, in accordance with the Contract Documents related thereto, which Agreement is on file in the Office of the Clerk of Circuit Court at the Flagler County Courthouse, Bunnell, Florida, and which Agreement is incorporated herein by reference and made a part hereof (hereinafter, the "Agreement").

NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments 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 Agreement; and
2. Shall pay the Owner for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Owner sustains because of a default by the Principal under the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise it remains in full force.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement, or alterations which may be made in the terms of said Agreement, or increases or decreases in the Agreement amount, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of said Agreement, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions, or forbearance being hereby waived.
2. Any action instituted by a claimant under this Bond for payment must be in accordance with the strict notice and time limitation provisions set forth in Section 255.05(2) and Section 255.05(10), Florida Statutes, and as otherwise provided by law.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Signed Sealed and Delivered in the Presence of:

PRINCIPAL: _____
(Typed or Printed Name of Company)

WITNESS: _____
(Signature)

BY: _____
(Authorized Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

WITNESS: _____
(Signature)

(Typed or Printed Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ (officer's name), as _____ (title) of _____ (company name), a _____ (state) _____ (corporation, limited liability corporation), who swore or affirmed that he/she is authorized to execute this Bond and to bind _____ (company name), a _____ (state) _____ (corporation, limited liability corporation).

_____ is personally known to me or has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

Printed: _____

(Affix Official Seal) Notary Public

Commission No. _____

SURETY: _____
(Typed or Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____
(Signature)

(Printed Name)

Witness as to Surety _____
(Signature)

(Printed Name)

OR

As Attorney in Fact (Signature) (Attach Power)

(Printed Name)

(Business Address)

(Telephone Number)

Witnessed by: _____
(Signature)

(Printed Name)

Witnessed by: _____
(Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by
_____ (officer's name), as _____ (title) of
_____ (company name), a _____
(state) _____ (corporation, limited liability corporation), who swore or
affirmed that he/she is authorized to execute this Bond and to bind _____ (company
name), a _____ (state) _____ (corporation, limited liability corporation).

_____ is personally known to me or has produced
_____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

Printed: _____

(Affix Official Seal) Notary Public

Commission No. _____

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT EXECUTION