

# PROJECT INVOICE

**PROJECT: CHESTER ROAD RESURFACING**  
**VENDOR: Hubbard Construction**  
**CONTRACT # CM2681**

Project Invoice # 4

INVOICE #: 4  
 Period to: 10/08/19

Item/Description	Account No.	Contract Total	Work Previously Completed	Work Completed this Invoice	Retainage this Invoice	Current Payment Due	Contract Balance
Improvements	63470541-546550 PDCII	\$ 1,173,481.19	\$ 1,056,133.08	\$ 117,348.11	\$ -	\$ -	\$ -
Retainage Payable	63000000-205500 PDCII					\$ 117,348.11	
Total(s)		\$ 1,173,481.19	\$ 1,056,133.08	\$ 117,348.11	\$ -	\$ 117,348.11	\$ -

AMOUNT TO PAY:

**\$117,348.11 Final Invoice/Release of Retainage**

## BOARD OF COUNTY COMMISSIONERS' STAFF APPROVALS:

SIGNATURE

Date

DATE

Project Manager



10/22/2019

I certify that, to the best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. If applicable, I also certify that, to the best of my knowledge, the attached invoice complies with the associated grant agreement and conditions.

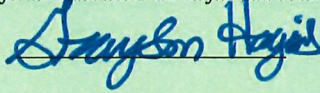
County Engineer



10/22/2019

I certify that, to the best of my knowledge, the attached invoice reflects accurate quantities of the work in place and that the work was done in substantial conformance with applicable local, State, and/or Federal regulations, permits, and approved construction plans. Further, C.E.I., England-Thims & Miller, Inc., has verified that the work was performed and notes are on file that indicates the work was performed.

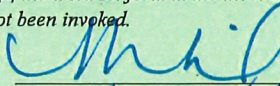
Contract/Purchasing Manager



10/22/19

I certify that, to the best of my knowledge, the attached invoice corresponds to a contract by and between Nassau County and Hubbard Construction, that the work invoiced is within the scope of that contract, that the work has not been paid for otherwise, and that there are no liens filed against the project. I further certify that to the best of my knowledge, the work set forth in the invoice is proceeding within the timeframe set forth in the contract and the dispute resolution portion of the contract has not been invoked.

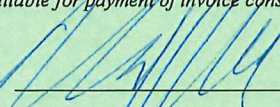
Office of Management and Budget



10/30/19

I certify that, to the best of my knowledge, funds are available for payment of invoice consistent with the funding plan approved by the Board of County Commissioners.

County Manager



11/1/19

I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved payment of this invoice and that no other conditions would prohibit releasing payment. Note: County Manager is not required to sign if invoice is less than \$100,000

CLERK OF COURTS:

Clerk of Courts Approval

Financial Services Action

Special Instructions:

CHECK#

DATE:



CONTRACT MANAGEMENT  
PROJECT: CHESTER ROAD RESURFACING

HUBBARD CONSTRUCTION  
CM2681

INITIAL CONTRACT TOTAL	\$1,171,278.19
CHANGE ORDER(S)	\$2,203.00
CONTRACT TOTAL	\$1,173,481.19

PAYMENT SUMMARY

Project Invoice #	Invoice #	Invoice Date	Period Through	Invoiced Amount \$1,173,481.19	Less Retainage	Paid to Date
1	1	07/02/19	06/28/19	\$ 361,426.03	\$ 36,142.603	\$ 325,283.43
2	2	08/01/19	07/28/19	\$ 261,412.95	\$ 26,141.30	\$ 235,271.65
3	3	10/08/19	10/08/19	\$ 550,642.21	\$ 55,064.21	\$ 495,578.00
4	4	10/08/19	10/08/19			\$ 117,348.11
Complete to Date:				\$ 1,173,481.19	\$ 117,348.11	\$1,173,481.19
% Complete:				100%	Balance w/retainage	
Balance to Finish:				\$ -	\$117,348.11	

CAPITAL PROJECTS ADMINISTRATION

PAYMENT SUMMARY

PROJECT: **CHESTER ROAD RESURFACING**

CONSULTANT: **HUBBARD CONSTRUCTION**

WORK AUTHORIZATION NO.

Payment Application Number:	4
Invoice Number:	4
Invoice Date:	10/08/19
Period to:	10/08/19

Current Invoice	
Worked Completed This Period	\$117,348.110

Retainage (10%)	
-----------------	--

Payment Due	\$ 117,348.11
-------------	---------------

RECEIVED

2019 OCT 10 PM 3:20

SECTION 00 62 76

APPLICATION AND CERTIFICATE FOR  
PROGRESS PAYMENT

NASSAU COUNTY  
ENGINEERING SERVICES  
DEPARTMENT

OWNER: Nassau County Board of County Commissioners

CONTRACTOR: Atlantic Coast Asphalt / Hubbard Construction

Purchase Order No.: NC19-004

Project Title: Chester Road Resurfacing

Engineer/Architect (CEI): England-Thims & Miller, Inc.

Engineer/Architect (CEI) Project No.: 16-226-04

Contract Number: CM2681

Progress Payment No.: 4 for Period RETAINAGE to 10/08/19

1. Original Contract Sum. .... \$ 1,171,278.19  
2. Net Change by Change Orders ..... \$ 2,203.00  
3. Contract Sum to Date (Line 1 + Line 2) ..... \$ 1,173,481.19  
4. Work Completed and Stored to Date ..... \$ 1,173,481.19  
5. Amount Retained (Percent) ..... \$ 0.00  
6. Total Earned Less Retainage (Line 4 minus Line 5). .... \$ 1,173,481.19  
7. Less Previous Payments. .... \$ 1,056,133.08  
8. CURRENT PAYMENT DUE. .... \$ 117,348.11

CERTIFICATION OF CONTRACTOR

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

RCVD OMB  
19 OCT 11 PM 3:59

Hubbard Construction  
Atlantic Coast Asphalt

By: [Signature]  
(Authorized Representative)

10-8-19  
Date  
[Signature]  
Title

Section 00 62 76-1

RTK  
10/10/2019  
pending C/O  
final approval \$2,203

CERTIFICATION OF ENGINEER / ARCHITECT

In accordance with the Contract Documents, based upon on-site observations by the undersigned or duly authorized representatives or assistants, the Engineer / Architect certifies to the Owner that to the best of its knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:.....\$ 117,348.11  
(Attach explanation if amount certified differs from the amount applied for)

ENGINEER / ARCHITECT (CEI): England-Thims & Miller, Inc. (ETM)

By: [Signature]

10/9/19  
(Date)

ETM  
(Firm)

AFFIDAVIT OF CONTRACTOR

STATE OF FL

COUNTY OF Duval

Before me this day personally appeared Sarah Burk-mier who, being first duly sworn, deposes and says:

That he / she is the Accounting mgr of Holland Const and the Contractor on the following described public works project:

JOB DESCRIPTION: Chester Road Resurfacing

CONTRACTING AUTHORITY: Nassau County Board of County Commissioners

That all persons who furnish labor, supplies or materials or did work in connection with such improvements set out in the CONTRACT have been paid, to date, in full, including all subcontractors. AND FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_

WITNESS my hand and official seal, this 8 day of Oct, 2019.

[Signature]

Notary Public

My Commission Expires:

Section 00 62 76-2





Project Title: Chester Road ResurfacingCounty Purchase Order No.: NC19-004Progress Payment No.: 3

Engineer / Architect (CEI) Project No.: \_\_\_\_\_

ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL ESTIMATE				COMPLETED TO DATE		
		Unit	Quantity	Unit Cost	Amount	Quantity	Amount	Percent Complete
101-1	Mobilization	LS	1	\$49,000.00	\$ 49,000.00	1	\$ 49,000.00	100%
102-1	Maintenance of Traffic	LS	1	\$54,500.00	\$ 54,500.00	1	\$ 54,500.00	100%
104-10-3	Sediment Barrier	LF	600	\$ 1.50	\$ 900.00	0	\$ -	0%
110-1-1	Clearing & Grubbing	AC	1.7	\$54,000.00	\$ 91,800.00	1.7	\$ 91,800.00	100%
110-4-10	Removal of Existing Concrete	SY	692	\$ 47.65	\$ 32,973.80	741.7	\$ 35,342.01	107.18%
120-6	Embankment	CY	796.1	\$ 10.72	\$ 8,534.19	1391.62	\$ 14,918.17	174.80%
160-4	Type B Stabilization	SY	692	\$ 8.41	\$ 5,819.72	741.7	\$ 6,237.70	107.18%
286-2	Turnout Construction - Asphalt	TN	1737	\$ 61.15	\$106,217.55	1513.3	\$ 92,538.30	87.12%
327-75-1	Milling Exist Asph Pavt 1" Avg Depth	SY	862	\$ 8.85	\$ 7,628.70	1725	\$ 15,266.25	200.12%
327-75-16	Milling Exist Asph Pavt 1/2" Avg Depth	SY	110	\$ 15.78	\$ 1,735.80	110	\$ 1,735.80	100%
n/a	Milling Exist Asph Pavt 7/8" Avg Depth	SY	262	\$ 20.12	\$ 5,271.44	749	\$ 15,069.88	285.88%
334-1-11	Superpave Asphaltic Conc, Traffic A	TN	24.1	\$ 114.60	\$ 2,761.86	24.1	\$ 2,761.86	100%
334-1-52	Superpave Asphaltic Conc, Traffic B PG 76-22	TN	5977.3	\$ 114.60	\$684,998.58	5820.11	\$ 666,984.61	97.37%
n/a	Ribbon Curb	LF	250	\$ 37.37	\$ 9,342.50	250	\$ 9,342.50	100%
n/a	Concrete Sidewalk and Driveways, 6" Thick (Reinforced)	SY	692	\$ 95.50	\$ 66,086.00	770.5	\$ 73,582.75	111.34%
570-1-1	Performance Turf	SY	3777	\$ 0.50	\$ 1,888.50	3777	\$ 1,888.50	100%
570-1-2	Performance Turf, Sod	SY	3205	\$ 2.49	\$ 7,980.45	3205	\$ 7,980.45	100%
706-3	Retro-Reflective Raised Pavement Markings	EA	428	\$ 5.00	\$ 2,140.00	334	\$ 1,670.00	78.04%
711-11-125	Thermo, Std, White, Solid 24"	LF	55	\$ 6.00	\$ 330.00	48	\$ 288.00	87.27%
711-11-141	Thermo, Std, White, 2-4" Dotted Guideline	GM	0.04	\$ 2,000.00	\$ 80.00	0.04	\$ 80.00	100%
711-14-170	Thermo, Preformed, White, Arrow	EA	2	\$ 350.00	\$ 700.00	2	\$ 700.00	100%
711-16-101	Thermo, Std, Other Surfaces, White, Solid, 6"	GM	5.08	\$ 4,315.00	\$ 21,920.20	5.157	\$ 22,252.46	101.52%
711-16-201	Thermo, Std, Other Surfaces, Yellow, Solid, 6"	GM	1.06	\$ 4,315.00	\$ 4,573.90	1.132	\$ 4,884.58	106.79%
711-16-231	Thermo, Std, Other Surfaces, Yellow, Skip, 6"	GM	2.1	\$ 1,950.00	\$ 4,095.00	2.132	\$ 4,157.40	101.52%
C/O	Shoulder Treatment w/Millings	LS		\$ 500.00	\$ 500.00	1	\$ 500.00	100%
	<b>GRAND TOTAL</b>				\$1,171,778.19		\$1,173,481.19	

SECTION 00 65 21

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 117,348.11, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date) 10/08/2019 to (customer) Nassau County Board of County Commissioner on the job of (COUNTY property) Nassau County Board of County Commissioner to the following described property:

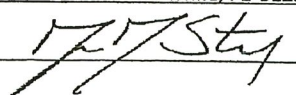
Chester Road Resurfacing  
NC19-004  
CM 2681

Dated on October 8, 20 19.

Lienor's Name Hubbard Construction / Atlantic Coast Asphalt

Address 11231 Phillips Industrial Blvd, Suite 200

Jacksonville, FL 32256

By 

Printed Dirk D. Story  
Asst. Secretary

**NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes.**

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☒  
OTHER ☐

Bond No 016220986

**PROJECT:**

(name, address) Chester Road Resurfacing Project

Nassau County

FL

**TO (Owner)**

NASSAU COUNTY BOARD OF COUNTY  
COMMISSIONERS

96135 Nassau Place, Suite 6

Yulee

FL 32097

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Chester Road Resurfacing Project - Bid No.: NC19-004

CONTRACT DATE: 5/15/2019

**CONTRACTOR:** HUBBARD CONSTRUCTION COMPANY

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety Company)

LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street

Boston

MA 02116

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

HUBBARD CONSTRUCTION COMPANY

1936 Lee Road

Winter Park

FL 32789

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
the Surety Company of any of its obligations to (here insert name and address of Owner)

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place, Suite 6

Yulee

FL 32097

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,

the Surety Company has hereunto set its hand this

24th

day of October, 2019

LIBERTY MUTUAL INSURANCE COMPANY

Surety Company

Attest: Halina Kazmierczak  
(Seal):

Signature of Authorized Representative

Sandra Diaz

Attorney-in-Fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,  
Current Edition

ONE PAGE





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201359-015009**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia Farrell; Debra A. Deming; Sandra Diaz; Peter Healy; Pablo Garcia Horcajo; Jennifer L. Jakaitis; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Nancy Schnee; Valorie Spates; Susan A. Welsh

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 4th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2019



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits.....	\$464,341,712	Unearned Premiums.....	\$7,851,429,449
*Bonds — U.S Government.....	2,259,714,810	Reserve for Claims and Claims Expense.....	20,165,209,300
*Other Bonds.....	11,864,776,740	Funds Held Under Reinsurance Treaties.....	384,795,327
*Stocks .....	16,527,715,226	Reserve for Dividends to Policyholders.....	1,111,529
Real Estate.....	255,809,551	Additional Statutory Reserve.....	62,866,000
Agents' Balances or Uncollected Premiums.....	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	108,139,840	Other Liabilities .....	3,999,822,802
Other Admitted Assets.....	11,532,139,744	<b>Total .....</b>	<b>\$32,465,234,407</b>
<b>Total Admitted Assets.....</b>	<b><u>\$48,830,564,857</u></b>	Special Surplus Funds.....	\$43,108,583
		Capital Stock.....	10,000,000
		Paid in Surplus.....	10,044,912,727
		Unassigned Surplus.....	6,267,309,139
		<b>Surplus to Policyholders .....</b>	<b>16,365,330,449</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$48,830,564,856</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22<sup>nd</sup> day of March, 2019.

*TAMikolajewski*

Assistant Secretary



SECTION 00 65 21

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00,  
hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date)  
10/08/2019 to (customer) Hubbard Construction / Atlantic Coast Asphalt on the job  
of (COUNTY property) Nassau County to the following described property:

Chester Road Resurfacing  
Purchase Order No NC19-004

Dated on 11-19, 2019.

Lienor's Name KUDZUE 3 TRUCKING INC

Address PO BOX 1799  
YULEE, FL 32041

By Randy Malay

Printed RANDY MALAY, PRES

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes.



SECTION 00 65 21

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ 10 -  
hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date)  
10/08/2019 to (customer) Hubbard Construction / Atlantic Coast Asphalt on the job  
of (COUNTY property) Nassau County to the following described property:

Chester Road Resurfacing  
Purchase Order No NC19-004

Dated on Nov 20, 20 19.

Lienor's Name Maloy Grading

Address 6421 Somerset Ct  
Jacksonville, FL 32234

By Jeffrey W. Maloy

Printed Jeffrey W. Maloy

**NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes.**