

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into on this 24th day of February,
A. D., 1982, by and between Dickerson, Incorporated, P. O. Drawer 40949,
Jacksonville, Florida 32203

hereinafter called CONTRACTOR, Nassau County Board of County Commissioners

hereinafter called OWNER:

WITNESSETH:

That the contractor, for the consideration hereinafter fully set out, hereby agrees with the owner as follows:

1. The contractor shall furnish all labor and materials and perform all work in applying approximately _____ square yards asphaltic concrete wearing surface type II consisting of a minimum of one inch thickness, type II, as directed by County Engineer, in strict accordance with the specifications, copy of which is attached hereto and made a part hereof for all purposes. Located at Mickler Street (C-115A) beginning at U.S. 1 and running Northwesterly to U.S. 301 and from U.S. 301 Northwesterly to C-108, approximately 0.8 mile.

2. That the contractor shall commence work to be performed under this agreement immediately and shall fully complete all work hereunder within 30 days from the date hereof.

3. The owner hereby agrees to pay to the contractor for the faithful performance of this agreement, subject to additions and deductions as duly authorized by the owner in lawful money a sum equal to \$32.35 (thirty two and 35/100) dollars for each ton of asphalt laid in accordance with the said specifications, being the amount of the contractor's base bid for all work and materials called for in said specifications, which payment shall be made in full after all work has been performed strictly in accordance with this agreement and said work has been accepted by the owner.

4. Upon submission by the contractor of evidence satisfactory to the owner that all payrolls, material, bills and other costs incurred by the contractor in connection with the performance of the work have been paid in full, final payment on account of this agreement shall be made within fifteen (15) days after the completion by the

contractor of all work covered by this agreement and the acceptance of such work by the owner.

5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the contractor shall, at its expense, within five (5) days after the receipt of notice from the owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the owner. In such event no further payment to the contractor shall be deemed to be due under this agreement until such new or additional surety for the faithful performance of the work shall be furnished in manner and form satisfactory to the owner.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

NAME OF CONTRACTOR:

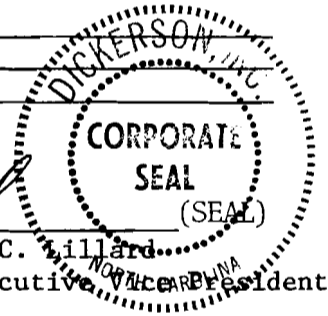
DICKERSON, INC.

ATTEST:

Morgan M. Kraan
Morgan M. Kraan, Assistant Secretary

By:

T. C. Willard
~~DICKERSON, INC.~~ T. C. Willard
Executive Vice President



NAME OF OWNER:

ATTEST:

Douglas Hodges

By:

Douglas Hodges (SEAL)
As Its Chairman

Dickerson, Incorporated
General Contractors
Jacksonville, Florida
32203

February 9, 1982

Board of County Commissioners
Nassau County
c/o T. J. Greeson, Clerk, Room 10
County Courthouse
Fernandina Beach, FL 32034

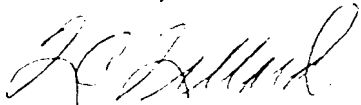
Re: Resurfacing Mickler Street

Gentlemen:

Dickerson, Inc. proposes to apply approximately 0.8 mile asphaltic concrete, wearing surface Type II, 18 feet wide, with a minimum of one inch thickness. Surface shall be cleaned and emulsion sealed prior to application of surfacing for the unit price of \$32.35 per ton.

Above shall be in accordance with Florida State Road standard construction procedures and methods.

DICKERSON, INC.



T. C. Lillard
Executive Vice President

TCL:sg

NOTICE FOR BIDS

The Board of County Commissioners of Nassau County, Florida, invites sealed bids for the furnishing of labor and materials for the resurfacing of Mickler Street, C-115A, beginning at U. S. 1 and running Northwesterly to U.S. 301 and from U.S. 301 Northwesterly to C-108 approximately 0.8 mile.

Complete description, plans and specifications may be obtained by contacting T. J. Greeson, Clerk to the Board of County Commissioners, Room 10, County Courthouse, Fernandina Beach, Florida.

Sealed bids should be addressed to Board of County Commissioners, c/o T. J. Greeson, Clerk, Room 10, County Courthouse, Fernandina Beach, Florida. Sealed bids will be received not later than 5:00 o'clock p.m., February 15, 1982, said bids shall be marked "RESURFACING MICKLER STREET". Bids will be opened, read and considered at 2:00 o'clock p.m., February 16th, 1982 at the Nassau County Annex Building, Fernandina Beach, Florida.

The Board of County Commissioners of Nassau County, Florida, reserves the right to waive formalities in any bid; reject any or all bids in whole or in part, with or without cause, and/or to accept the bid that in its best judgment will be for the best interest of Nassau County, Florida.

Dated this 19th day of January, 1982.

Douglas Hodges
Chairman
Board of County Commissioners
Nassau County, Florida

ATTEST:

T. J. Greeson
Ex-Officio Clerk

NOTE TO PUBLISHER: Publish two times viz: January 28, 1982 and February 4, 1982. Send bill and proof of publication to Board of County Commissioners, c/o T. J. Greeson, Clerk, P. O. Box 1010, Fernandina Beach, Florida.

SPECIFICATIONS FOR RESURFACING

MICKLER STREET

LOCATION

Beginning at U.S. 1 and running Northwesterly to U.S. 301 and from U.S. 301 Northwesterly to C-108 approximately 0.8 mile.

DESCRIPTION OF WORK

Apply approximately 0.8 mile asphaltic concrete, wearing surface Type II, 18 feet wide, with a minimum of one inch thickness. Surface shall be cleaned and emulsion sealed prior to application of surfacing. Bid prices shall be given as per unit ton. Bids shall cover all performance of work and material in the construction of the project. All performance and work shall be in accordance with Florida State Road standard construction procedures and methods. Job shall be completed within 30 days after the contract has been awarded.

MATERIALS

Asphaltic concrete shall be State Road Department Type II in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

WORK TO BE DONE BY COUNTY FORCES

Boxing turn-outs, cutting and cleaning edges of pavement will be done by County forces.

INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be made by County Engineering Department.

ACCEPTABLE SURETY BOND

Acceptable surety bond in the sum at least equal to the amount of contract awarded shall be furnished.

BID BOND

Bid bond or cashier's check in the amount of five percent (5%) must accompany each and every bid.

Chapel Hill Charlotte
 Henderson Raleigh
 Winston Salem

COLLIER COBB & ASSOCIATES OF THE CAROLINAS, INC.

P. O. Box 31817
 Charlotte, North Carolina 28231
 (704) 376-9161

Boston Dallas Houston
 Louisville, Montgomery
 McLean

2+1

CERTIFICATE OF INSURANCE

This is to certify that the insurance companies named herein have issued the policies of insurance described below. This certificate is provided as a matter of information. It neither affirmatively or negatively amends, extends, or alters the coverage limits, terms or conditions of the policies it certifies. It is agreed that in the event of cancellation or material change in the coverage provided, at least 10 days prior written notice will be given to the party to whom this certificate is issued.

TO: Board of County Commissioners
 Nassaw County
 Fernandina Beach, Fla.
 32034

INSURED: The Dickerson Group, Inc. and
 Dickerson, Inc.
 P. O. Drawer 40949
 General Mail Center
 Jacksonville, Florida 32203

Location, Operations, Contract, Purchase Order, Description of Work or Property Insured

Mickler Street, Nassaw County, Florida.

INSURING COMPANY: Aetna Casualty & Surety Company, Hartford, Connecticut

Coverage	Policy Number	Policy Period	Limits of Liability	
Workers Compensation Employers Liability	25C 55346 SRA	4-1-81/82	Statutory-State (s) of FLORIDA Employers Liability \$100,000	
			BODILY INJURY	PROPERTY DAMAGE
Comprehensive General Liability (1)	25GL 1291 SCA	4-1-81/82	\$ 000 ea. occurrence \$ 000 aggregate \$500,000 ea. occurrence - Combined Single Limit	\$ 000 ea. occurrence \$ 000 aggregate
Comprehensive Automobile Liability (2)	25FJ 1095 SCA	4-1-81/82	\$ 000 ea. person \$ 000 ea. occurrence \$ 500,000 ea. occurrence - Combined Single Limit	\$ 000 ea. occurrence
Excess Liability Excess of (1)/(2) above	(This coverage provided by First State Insurance Company, Boston, Massachusetts) 917232	4-1-81/82	\$500,000 ea. occurrence - Combined Single Limit	


INSURING COMPANY:

Excess Umbrella Liability			\$ 000,000 Combined Single Limit Bodily Injury Property Damage Excess of the General & Auto Liability Coverage Certified Self-Insured Retention \$ 0-0	
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COVERAGE NOTES: The Comprehensive Automobile Liability Insurance certified insures all owned, hired and non-owned vehicles. The Comprehensive General Liability Insurance certified includes the following extensions of coverage if indicated by (x):

- | | | | |
|---|-------|--|-------|
| Contractual Liability | (X) | 4 Products Completed Operations Liability | (X) |
| Broad Form Property Damage Liability including Completed Operations | (X) | 5 Property Damage by Explosion or Collapse (x,c) | (X) |
| Personal Injury Liability | (X) | 6 Property Damage Underground (u) | (X) |

ISSUED: February 23, 19 82


 Authorized Representative

SEABOARD SURETY COMPANY

PUBLIC WORK
STATE OF FLORIDA

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS,

That we, DICKERSON, INC.

P.O. Drawer 40949, Jacksonville, Florida

as Principal and SEABOARD SURETY COMPANY, as Surety are bound to

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, Fernandina Beach, Florida

herein called Owner, in the sum of FIFTEEN THOUSAND FORTY TWO & 75/100
(\$15,042.75) Dollars

for the payment of which we bind ourselves, our personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated February 24, 1982

with Owner for RESURFACING MICKLER STREET

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

THE CONDITION OF THIS BOND is that if Principal:

1. performs the contract at the times and in the manner prescribed in the contract and
2. promptly makes payments to all persons supplying Principal with labor, materials, and supplies, used directly or indirectly by Principal or subcontractors in the prosecution of the work provided for in the contract as prescribed by section 255.05, Florida Statutes, provided that:

No suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless both of the following notices have been given by any claimant:

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection; and

A claimant who is not in privity with the Principal and who has not received payment for his labor, materials or supplies shall, within 90 days after performance of the labor or after complete delivery of materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

3. pays Owner all loss, damages, costs and attorneys fees that Owner sustains because of default by Principal under the contract and
4. performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.

The provisions and limitations of section 255.05, Florida Statutes, are incorporated in this bond by reference.

SIGNED, SEALED and DATED this 24th day of February

DICKERSON, INC.

(Principal)

By

T. C. Lillard, Exec. Vice President
SEABOARD SURETY COMPANY

(Surety)

Witness

Tammy D. Rader
Tammy D. Rader

By

A. B. Lynch, Jr.
Agent & Attorney-in-Fact

A. B. Lynch, Jr.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint A.B. Lynch, Jr. or Tom S. Lobrano, III-----

of Jacksonville, Florida

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Any and all bonds, undertakings, recognizances and other written obligations in the nature thereof; and any and all consent required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates. Without Limitations.

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including April 6, 1978 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice President or a Resident Vice President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 20th day of May, 1980.



Margaret Scofield Assistant Secretary

SEABOARD SURETY COMPANY,

By Thomas P. Gorke

Vice-President

STATE OF NEW YORK } ss.: COUNTY OF NEW YORK }

On this 20th day of May, 1980, before me personally appeared Thomas P. Gorke a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.



State of New York No. 41-9010912, Qualified in Queens County Certificate filed in New York County Commission Expires March 30, 1982

Samuel C. Simmons

Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 28th day of June 1978.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 24th day of February, 1982.



Marian Mervel Assistant Secretary