

RECEIVED  
NOV 13 1972  
MILTON J. WOOD CO.

CONSTRUCTION AGREEMENT

THIS AGREEMENT, Made and entered into on the 13th day of November, 1972, by and between: MILTON J. WOOD COMPANY, a Florida Corporation with its principal place of business at 2016 East Adams Street, Jacksonville, Duval County, Florida, hereinafter called CONTRACTOR, and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereinafter called OWNER:

W I T N E S S E T H:

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

1. That the contractor shall furnish and perform all work, labor and equipment to complete the erection of a bridge known as the "Griffin Bridge" across Spell Creek in Nassau County, Florida, being located on that certain County road commonly known as the "Griffin Road", in strict accordance with the plans, drawings and specifications, and all addenda if any, which plans, drawings and specifications, bid proposals and contract documents, are made a part of this agreement as completely as if set forth herein. Copies of said plans, specifications and bid proposals are attached hereto and made a part hereof.

2. The owner shall furnish all bridge material for bridge erection to be delivered at the job site to a stock pile located at a convenient place in the near proximity of said construction site.

3. The contractor shall commence work to be performed under this agreement within twenty (20) working days of the receipt of notice to proceed given by the owner and the contractor shall fully complete all work hereunder within sixty (60) calendar days from the date of receipt of said notice to proceed.

4. 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 of

the United States of America, as follows: The sum of SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-FOUR AND NO/100 (\$17,484.00) DOLLARS, being the amount of the contractor's base bid for all work called for in said plans and 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.

Upon submission by the contractor of evidence satisfactory to the owner that all payrolls, bills and other costs incurred by the contractor in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within ten (10) days after the completion by the contractor of all work covered by this agreement and the acceptance of such work by the owner.

5. If any work or any part thereof is not completed within the time agreed upon in this agreement or any extension thereof, the contractor shall be liable to the Nassau County Board of County Commissioners in the amount of \$100 per day for each and every calendar day the completion of the work is delayed beyond the time provided in this agreement. The Nassau County Board of County Commissioners shall have the right to deduct from and retain out of monies which may be due or which may become due and payable to the contractor, any sums due as liquidated damages resulting from delay.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond 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.

ATTEST:

Margie B. Wood  
As its Secretary

MILTON J. WOOD COMPANY

By: [Signature]  
As its President

ATTEST:

D. O. Oxley  
D. O. Oxley, as Ex-Officio  
Clerk, Board of County  
Commissioners of Nassau  
County, Florida.

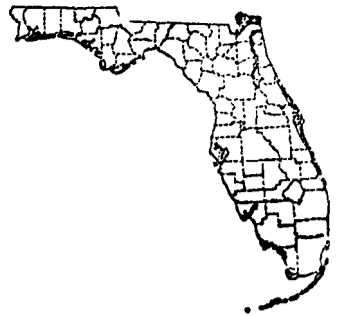
NASSAU COUNTY

By: [Signature]  
J. W. Jones, Chairman Board of  
County Commissioners of Nassau  
County, Florida.

By: Margie Armstrong  
Deputy Clerk



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**FERNANDINA BEACH, FLORIDA 32034**



November 20, 1972

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Milton J. Wood Company  
 2016 East Adams Street  
 P. O. Box 568  
 Jacksonville, Florida 32201

Subject: NOTICE TO PROCEED WITH WORK

Gentlemen:

You were awarded the contract for the Griffin Bridge Construction Job across Spell Creek in Nassau County, Florida, September 12th, 1972.

You are hereby notified to commence work within 20 working days and to complete all work within 60 calendar days. Performance time begins the day following receipt of this notice.

Yours truly,

R. L. King, P.E.  
 Nassau County Engineer  
 P. O. Box 456  
 Fernandina Beach, Florida 32034

RLK/jc

HARRY POOLE      J. W. (BULLY) JONES      JAMES S. STEVENS      D. H. (BUCK) BUCHANAN      JOHN F. ARMSTRONG, SR.  
 DIST. NO. 1 FERNANDINA BEACH      DIST. NO. 2 FERNANDINA BEACH      DIST. NO. 3 YULEE      DIST. NO. 4 HILLIARD      DIST. NO. 5 CALLAHAN

D. O. OXLEY - CLERK

THOMAS G. HALL - ATTORNEY

RICHARD L. KING, P.E. - CO. ENG.



**MILTON J.  
WOOD COMPANY**

P.O. BOX 568 • JACKSONVILLE, FLORIDA 32201

This space for A-E use.  
S. D. FILE NO. \_\_\_\_\_  
DATE REC'D \_\_\_\_\_  
DATE RET'D \_\_\_\_\_

TRANSMITTAL LETTER

JOB

~~Project~~ File No. 72-67

TO: Board of County Commissioners  
P. O. Box 456  
Fernandina Beach, Florida 32034  
  
Attn: Mr. Robert L. King

Griffin Bridge Over Spell Creek

(Job Title)

First Submittal?   x  

Resubmittal? \_\_\_\_\_

Para graph	No. of Copies	Data or Drawing No.	Prepared by	Description	A. E. to indicate Approval (code)
	3	Data	County Commissioners of Nassau County	Construction Agreement dated November 13, 1972 properly executed.	
	1	"	Argonaut Insurance Co.	Performance Bond Labor & Material Payment Bond properly executed.	
			Contractor's Signature:	Date: <u>11/14/72</u>	

Approval Code: A-(Approved) AN-(Approved as Noted) RC-(Returned for Correction)  
NA-(Not Approved) RWA-(Returned without Action)

COMMENTS BY ARCHITECT-ENGINEER:

A-E Signature \_\_\_\_\_ Date: \_\_\_\_\_

# Argonaut Insurance Company

HOME OFFICE • MENLO PARK, CALIFORNIA

## PERFORMANCE BOND Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That MILTON J. WOOD COMPANY

(Here insert the name and address or legal title of the Contractor)

2016 East Adams Street, Jacksonville, Duval County, Florida

as Principal, hereinafter called Contractor, and **ARGONAUT INSURANCE COMPANY**, as Surety, here-

inafter called Surety, are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY,

(Here insert the name and address or legal title of the Owner)

Florida

as Obligee, hereinafter called Owner, in the amount of SEVENTEEN THOUSAND, FOUR HUNDRED EIGHTY FOUR

and no cents-----Dollars (\$ 17,484.00.....),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated November 13, 1972

entered into a contract with Owner for completing the erection of a bridge known as the  
"Griffin Bridge" across Spell Creek in Nassau County, Florida.

in accordance with drawings and specifications prepared by-----

(Here insert full name and title)

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

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

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

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

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

Signed and sealed this 13th day of November A.D. 19 72.

MILTON J. WOOD COMPANY (L. S.)

Principal

By: 

**ARGONAUT INSURANCE COMPANY**

By: 

Attorney-in-Fact

A. B. Lynch, Jr.

# Argonaut Insurance Company

HOME OFFICE - MENLO PARK, CALIFORNIA

## LABOR AND MATERIAL PAYMENT BOND

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

### KNOW ALL MEN BY THESE PRESENTS:

That **MILTON J. WOOD COMPANY**

(Here insert the name and address or legal title of the Contractor)

**2016 East Adams Street, Jacksonville, Duval County, Florida**

as Principal, hereinafter called Principal, and **ARGONAUT INSURANCE COMPANY**, as Surety, hereinafter called Surety, are held and firmly bound unto **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, Florida.**

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **SEVENTEEN THOUSAND, FOUR HUNDRED EIGHT FOUR and no / <sup>cents</sup>** Dollars (\$ **17,484.00** ),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **November 13, 1972** entered into a contract with Owner for **completing the erection of a bridge known as the "Griffin Bridge" across Spell Creek in Nassau County, Florida.** in accordance with drawings and specifications prepared by

(Here insert full name and title)

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

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

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90 days) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant,

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

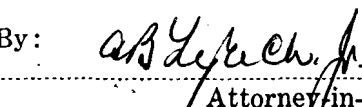
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this **13th** day of **November** A.D. 19 **72**.

**MILTON J. WOOD COMPANY** (L. S.)

By:  Principal  
**ARGONAUT INSURANCE COMPANY**

By:  Attorney-in-Fact  
**A. B. Lynch, Jr.**

# Argonaut Insurance Company

HOME OFFICE • MENLO PARK, CALIFORNIA

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in Menlo Park, California, does hereby constitute and appoint

DONALD A. ROBINSON, A. B. LYNCH, JR., and TOM S. LOBRANO, III, individually of Jacksonville, Florida its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations within the United States, in any amount

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held at the principal office of said Company, a quorum being present and voting, on the seventh day of July, 1959, which resolution is still in effect:

"RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, ARGONAUT INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Secretary, this 19th day of November 19 70

ARGONAUT INSURANCE COMPANY



(Seal)

*John W. Thome*  
Vice President

*L. M. Grider*  
Assistant Secretary

THE STATE OF CALIFORNIA  
COUNTY OF San Francisco ss.

On this 19th day of November 19 70 before me came the above named Vice President and Assistant Secretary of Argonaut Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of Argonaut Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.



(Seal)

*Vena M. Harris*  
Notary Public

I, the undersigned Secretary of Argonaut Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Argonaut Insurance Company at a meeting duly called and held on the 25th day of May 1965, and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of this Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Menlo Park, California, this 13th day of November 19 72

*R. S. McCaffrey*  
Secretary

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