

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into on this 22nd day of JUNE,
A. D., 1982, by and between Vallencourt Paving Company, Inc.,
P. O. Box 6142, Jacksonville, Florida 32236

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 C-105A, beginning at the intersection of C-105A and Dolphin Street, a point North of S.R. 200 (A1A) and South Fletcher (S.R. 105) and running Northerly for a distance of approximately nine tenths mile (0.9) the exact cut off point to be determined by the Nassau County Engineer

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 \$29.00 (twenty nine and no/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.

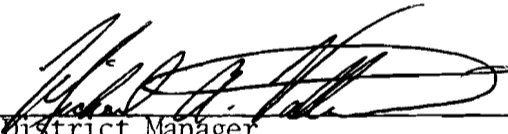
NAME OF CONTRACTOR:

Vallencourt Paving Company, Inc.
P. O. Box 6142
Jacksonville, Fl 32236

ATTEST:


Joann Kirkland

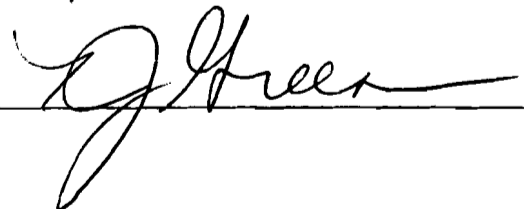
By:


District Manager (SEAL)

NAME OF OWNER:

Board of County Commissioners, Nassau
P. O. Box 1010
Fernandina Beach, Florida 32046

ATTEST:


Douglas Hodge

By:

Douglas Hodge (SEAL)
As Its Chairman



VALLENCOURT PAVING COMPANY, INC.

P. O. Box 6142

Jacksonville, Florida 32236

Telephone (904) 783-3600

**F. E. VALLENCOURT
PRESIDENT**

June 14, 1982

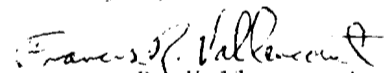
Mr. T. J. Greeson, Clerk
Board of County Commissioners
County Courthouse, Room 10
Fernandina Beach, Florida 32034

RE: Resurfacing C-105A, North Fletcher

Dear Sir:

In accordance with your Notice For Bid and Specifications May 18, 1982, we submit the unit price of \$29.00/ton as compensation for all material, labor, equipment, etc. to complete this project.

Thank you,


Francis R. Vallencourt
Vice-President

FRV:klc



BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we

VALLENCOURT PAVING COMPANY, INC.

as Principal, hereinafter called the Principal, and

UNION INDEMNITY INSURANCE COMPANY OF NEW YORK

a corporation duly organized under the laws of the State of New York
as Surety, hereinafter called the Surety, are held and firmly bound unto

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the amount bid (5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Dollars (\$ 5%),

WHEREAS, the Principal has submitted a bid for **Resurfacing of C-105A, North Fletcher**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 14th day of June 1982

VALLENCOURT PAVING COMPANY, INC.

(Principal)

(Seal)

Kathleen J. Keenan
(Witness)

Francis J. Valencourt
(Title)
President

UNION INDEMNITY INSURANCE COMPANY OF NEW YORK

(Surety)

(Seal)

Bridget S. Rucci
Bridget S. Rucci

Terry F. Vlieg
(Title) Attorney-in-Fact
Florida Licensed Resident Agent

**Union Indemnity Insurance
Company of New York**

Executive Offices
260 Madison Avenue
New York, N.Y. 10016

All authority hereby conferred, unless revoked earlier,
shall expire and terminate, without notice, unless used
before midnight of June 1, 1983

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Union Indemnity Insurance Company of New York
does hereby appoint: Terry F. Vliek and Sandra B. Miller

its true and lawful Attorney(s)-in-Fact, each individually if there be more than one named, to make,
execute, sign, acknowledge, affix the Company Seal to, and deliver any and all surety bonds, undertakings,
recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on
behalf of said Company and as act and deed of said Company, not to exceed Five Hundred Thousand
Dollars (\$ 500,000.00) any single instrument.

IN WITNESS WHEREOF, Union Indemnity Insurance Company of New York have executed these presents



this 25th day of May, 1982.

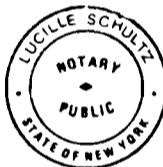
Richard L. Boyle

Richard L. Boyle Vice President

Lucille Schultz

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

On this 25th day of May, 1982 before me came
the above named officer of Union Indemnity Insurance Company of
New York, to me personally known to be the individual and officer
described herein, and acknowledged that he executed the foregoing
instrument and affixed the seals of said corporations thereto by
authority of his office.



LUCILLE SCHULTZ
Notary Public, State of New York
No. 03-4727511
Qualified in Bronx County
Term Expires March 30, 1984

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of Union Indemnity Insurance Company of
New York: March 17, 1980:

RESOLVED, that solely in furtherance of the Company's surety business, the Chairman of the Board, the
President, Vice President, an Assistant Vice President or Secretary of this Company hereby is authorized to
appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, under-
takings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and
to attach the corporate seal of the Company to such documents;

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be
affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile,
and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be
valid and binding upon the Company with respect to any bond, undertaking, recognizance or other contract
of indemnity or writing obligatory in the nature thereof; and

RESOLVED, that any such Attorney-in-Fact may deliver a certification that the foregoing resolutions are
still in effect and may insert in such certification the date of the certification but that date may be not
later than the date of delivery of the certificate by the Attorney-in-Fact.

I, Thomas G. O'Brien III, Secretary of Union Indemnity Insurance Company of New York, do hereby
certify that the foregoing excerpts of the Resolution adopted by the Board of Director of the corporation
and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and
Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 14th day of June, 1982.



Thomas G. O'Brien III
Thomas G. O'Brien III, Secretary

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 C-105A, North Fletcher, Fernandina Beach, Florida.

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., June 14th, 1982 and said bids shall be marked "RESURFACING C-105A, NORTH FLETCHER". Bids will be opened, read and considered at 2:00 o'clock p.m., June 15th, 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 18th day of May, 1982.

Douglas Hodges
Chairman
Board of County Commissioners
Nassau County, Florida

ATTEST:

T. J. Greeson
Ex-Officio Clerk

NOTE TO PUBLISHER: Publish two (2) times viz: May 27th, 1982 and June 3rd, 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 32034.

SPECIFICATIONS FOR RESURFACING

C-105A - North Fletcher

LOCATION

Beginning at the intersection of C-105A and Dolphin Street, a point North of S.R. 200 (AlA) and South Fletcher (S.R. 105) and running Northerly for a distance of approximately nine tenths mile (0.9) the exact cut off point to be determined by the County Engineer.

DESCRIPTION OF WORK

Apply approximately nine tenths mile (0.9 mile) by approximately eighteen feet wide asphaltic concrete wearing surface, Type II, in three layers. First application shall be leveling course with approximately 150 pounds per square yard in those areas designated by the County Engineering Department. Second and third applications shall be one inch minimum 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 Department of Transportation 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 current Florida Department of Transportation standard specifications for road and bridge construction.

WORK TO BE DONE BY COUNTY FORCES

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.