

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, **UNDERGROUND UTILITY CONTRACTORS, INC.**, a Georgia Corporation registered with the Florida Secretary of State, the undersigned Assignor ("Assignor"), whose principal place of business is located at 119 Industrial Drive, St. Mary's, GA 31558, hereby assigns, transfers and sets over to **DOUGLAS ASPHALT COMPANY**, a Georgia corporation registered with the Florida Secretary of State ("Assignee"), whose principal place of business is located at 101 North Peterson Avenue, Suite 201, Douglas, GA 31033, all rights, title and interest held by the Assignor in and to the following described (and attached) contract entered into October 1, 2003:

For installation of asphaltic concrete on Nassau County roads.

The Assignor warrants and represents that said contract is in full force.

The Assignor has been purchased/acquired by the Assignee.

The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor, at the accepted contract price, under the Contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee.

The Assignee shall be entitled to all monies remaining to be paid under the contract which rights are also assigned hereunder.

The Assignor warrants that the contract is without modification and remains on the terms contained.

The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

The Board of County Commissioners of Nassau County, Florida hereby accepts the assignment to the Assignee.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Approved
Signed this 8th day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



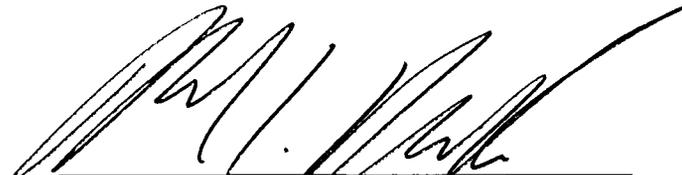
FLOYD L. VANZANT
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

ASSIGNOR:

UNDERGROUND UTILITY
CONTRACTORS, INC.

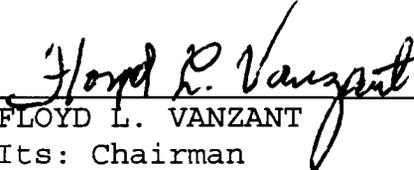
BY: STAN SMITH
Its: President

(Signatures continue on next page)

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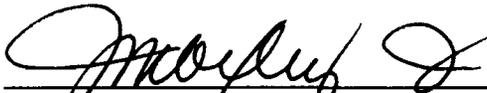
Approved
~~signed~~ this 8th day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



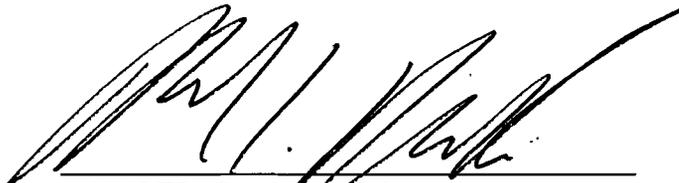
FLOYD L. VANZANT
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

ASSIGNOR:

UNDERGROUND UTILITY
CONTRACTORS, INC.

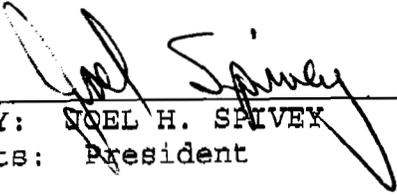


BY: STAN SMITH
Its: President

(Signatures continue on next page)

ASSIGNEE:

DOUGLAS ASPHALT COMPANY


BY: NOEL H. SPIVEY
Its: President

z/amycrs/agreements/Douglas-asphalt-assignment

AGREEMENT FOR ASPHALTIC CONCRETE INSTALLED

THIS AGREEMENT made this 1st day of October, 2003, by and between the **BOARD OF COUNTY COMMISSIONERS** of **NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as the "County", and **UNDERGROUND UTILITY CONTRACTORS, INC.**, a Georgia corporation registered with the Florida Secretary of State, whose principal place of business is located at 119 Industrial Drive, St. Marys, GA 31558, hereinafter referred to as "Business".

FOR and IN CONSIDERATION of the sum of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. **SERVICES:** The County desires to engage the services of the Business to perform the following services in accordance with the terms and conditions set forth in this Agreement: The furnishing and installation of Asphaltic Concrete Type S-1 and Type S-III.

2. **TERM:** This Agreement will begin on October 1, 2003, and will end on September 30, 2005, with an option for the County to extend the contract for one (1) year. Either party may cancel this Agreement upon thirty (30) days' notice to the other party, in writing and by certified mail or personal delivery.

3. **DESCRIPTION OF WORK:**

a. Asphaltic Concrete - Type S-1 - The Business will apply asphaltic concrete wearing surface, Type S-1, in layers, if required by the County. The first application, if required, shall be a leveling course with approximately fifty (50) pounds per square yard in those areas designated by the Engineering Services Department. The second and third, if required, applications shall be one (1) inch minimum thickness. The surface shall be cleaned and emulsion sealed prior to application of surfacing. The tack coat shall be applied by the Business. The bid prices shall cover all performance of work and material in the construction of the project. All performance and work shall be in accordance with the Florida Department of Transportation construction procedures and methods. The job shall be completed within thirty (30) days after the contract has been awarded.

b. Asphaltic Concrete - Type S-III - The Business will apply asphaltic concrete wearing surface, Type S-III, in layers, if required by the County. The first application, if required, shall be a leveling course with approximately fifty (50) pounds per square yard in those areas designated by the Engineering Services Department. The second and third, if required,

applications shall be three-quarters (3/4) inch minimum thickness. The surface shall be cleaned and emulsion sealed prior to application of surfacing. The tack coat shall be applied by the Business. The bid prices 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. The job shall be completed within thirty (30) days after the contract has been awarded.

4. **MATERIALS:** Asphaltic concrete shall be Florida Department of Transportation Types S-1 or S-III, in accordance with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

5. **WORK TO BE DONE BY COUNTY FORCES:** County forces shall do the cutting and cleaning of the edges of the pavement. The prime coat will be applied to the prepared surface by County forces.

6. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance shall be made by the County's Engineering Services Department.

7. **FEES.** Upon satisfactory performance of the services contemplated herein, as determined by County, the

contemplated herein, as determined by County, the Business will be paid at the following price per ton installed at job sites in the following area locations in Nassau County, Florida:

(a) TYPE S-1 INSTALLED

| Hilliard Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|---|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$60.34 | \$58.00 |
| 101-800 tons | 43.33 | 41.09 |
| 801-2400 tons | 40.76 | 38.54 |
| 2401 Tons & over | 40.02 . | 37.80 . |
| | | |
| Callahan Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
| Job Quantities: 0 - 100 tons | \$59.23 | \$56.89 |
| 101-800 tons | 42.27 | 40.03 |
| 801-2400 tons | 39.70 | 37.48 |
| 2401 Tons & over | 38.96 . | 36.74 . |
| | | |
| Yulee Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
| Job Quantities: 0 - 100 tons | \$58.11 | \$55.77 |
| 101-800 tons | 41.20 | 38.96 |
| 801-2400 tons | 38.65 | 36.43 |
| 2401 Tons & over | 37.91 . | 35.69 . |
| | | |
| Fernandina Beach Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
| Job Quantities: 0 - 100 tons | \$60.22 | \$57.88 |
| 101-800 tons | 43.22 | 40.98 |
| 801-2400 tons | 40.65 | 38.43 |
| 2401 Tons & over | 39.90 . | 37.68 . |

(b) TYPE S-III INSTALLED

| Hilliard Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|------------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$61.51 | \$59.17 |
| 101-800 tons | 44.45 | 42.21 |
| 801-2400 tons | 41.87 | 39.65 |
| 2401 Tons & over | 41.13 . | 38.91 . |

| Callahan Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|------------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$60.40 | \$58.06 |
| 101-800 tons | 43.39 | 41.15 |
| 801-2400 tons | 40.81 | 38.59 |
| 2401 Tons & over | 40.07 . | 37.85 . |

| Yulee Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|---------------------------------|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$59.28 | \$56.94 |
| 101-800 tons | 42.32 | 40.08 |
| 801-2400 tons | 39.76 | 37.54 |
| 2401 Tons & over | 39.02 . | 36.80 . |

| Fernandina Beach Area, Price Per Unit Ton: | <u>New</u> | <u>Recycled</u> |
|---|------------|-----------------|
| Job Quantities: 0 - 100 tons | \$61.39 | \$59.05 |
| 101-800 tons | 44.34 | 42.10 |
| 801-2400 tons | 41.76 | 39.54 |
| 2401 Tons & over | 41.01 . | 38.79 . |

(c) These prices shall be firm for a period of twenty-four (24) months. Provided further, that the expiration of this period and during the remainder of the period of this Agreement, the Business may request an increase in the contract price if the wages of employees of the Business necessary to the production or supply of said materials, or the cost of said materials is increased, through no act of the Business, other than to comply with necessary and sustained demands of organized labor and with any legally allowed and prevailing increase in the market price of said materials to the Business. Substantiation of any requested increase must be furnished in writing to the

Director of Engineering Services for prior approval at least ten (10) days prior to the requested effective date of the increase. All requests for increases shall be supported by adequate documentation of the maximum legal price of the materials or wages subject to the request; and shall be certified to be within the guidelines of the President's Cost of Living Council.

Furthermore, if during the period of the Agreement, the cost of labor or materials is reduced so as to enable the Business to supply such materials at a correspondingly lower price than the amount herein stipulated, then the Business shall reduce the cost of said materials commensurately.

8. **APPROPRIATION.** Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

9. **INDEMNIFICATION:** The Business shall indemnify and hold the County harmless from and against any and all claims, liabilities, or damages arising from the performance of the services contemplated under this Agreement, including the cost of litigation and attorney's fees.

10. **ARBITRATION:** Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

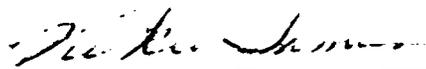
11. **CONTROLLING LAWS:** The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida.

12. **MODIFICATION:** This writing contains the entire Agreement of the parties, and shall supercede all previous written and/or oral representations, and/or agreements respecting the same subject matter between the parties.

13. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date set forth herein.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



VICKIE SAMUS
Its: Chairman

ATTEST:



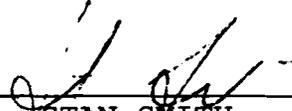
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

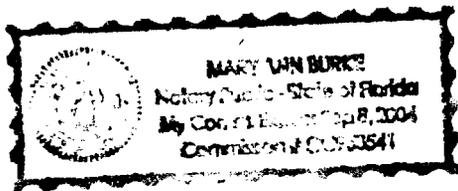
BUSINESS:

UNDERGROUND UTILITY
CONTRACTORS, INC.


By: STAN SMITH
Its: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 10th day of OCTOBER, 2003 by Stan Smith,
President of Underground Utility contractors, Inc., who is
personally known to me or who has produced _____
as identification and who did take an oath.




Printed Name: MARY ANN BURKE
Notary Public, State of FLORIDA
My Commission Expires: 9/8/04



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P. O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 Ansley Acree
 Vickie Samus
 Floyd L. Vanzant
 Marianne Marshall

Dist. No. 1 Fernandina Beach
 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
 Dist. No. 4 Hilliard
 Dist. No. 5 Callahan

September 17, 2004

J. M. "Chip" OXLEY, JR.
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

Mr. Joel H. Spivey
 President
 Douglas Asphalt Company
 101 North Peterson Avenue, Suite 201
 Douglas, GA 31033

Dear Mr. Spivey:

Enclosed please find the signature page for your execution regarding the Assignment of Contract the contract for the installation of asphaltic Nassau County roads.

Please execute the page office in the enclosed se

*John Smith
 received
 & attached*

to my

Upon complete execution Underground Utility Con fully executed copy of tl

firm and with a

Thank you for your promp

Sincerely yours,

J. M. "Chip" Oxley, Jr
 Ex-Officio Clerk

JMO:jb

Enclosure

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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

September 17, 2004

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

Mr. Stan Smith
President
Underground Utility Contractors, Inc.
10010 North Main Street
Jacksonville, FL 32218

Dear Mr. Smith:

Enclosed please find the signature page for your execution regarding the Assignment of Contract the contract for the installation of asphaltic concrete on Nassau County roads.

Please execute the page where indicated and return same to my office in the enclosed self addressed envelope.

Upon complete execution of the document by both your firm and Douglas Asphalt Company, you will be provided with a fully executed copy of the Assignment of Contract.

Thank you for your prompt attention to this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

JMO:jb

Enclosure

548-4660
(904) 324-5708, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

ASSIGNEE:

DOUGLAS ASPHALT COMPANY

BY: JOEL H. SPIVEY

Its: President

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