

Contract No. CM1432  
Bid/RFP No. NC09-004

AGREEMENT  
GENE LASSERRE / A1A INTERSECTION IMPROVEMENTS

THIS AGREEMENT entered into this 5th day of May, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and **Ross & Logan Industries, Inc.**, doing business as a corporation, whose principal address is 10817 New Kings Road, Jacksonville, Florida 32219, hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for GENE LASSERRE / A1A INTERSECTION IMPROVEMENTS, NASSAU COUNTY, FLORIDA, BID NO. NC09-004, hereinafter referred to as the "Work".

2. WORK includes, but is not limited to, the furnishing and installation of four (4) new signal poles and mast arms ~~as provided by the Owner~~, signal controllers, loop detectors, conduit, wire and all other items necessary to provide a functional traffic signal system, construction of approximately 200 LF of a new asphalt left turn lane in FDOT right of way and a new 255 LF asphalt right turn lane in Nassau County right of way as well as demolition of existing pavement, site preparation, striping, signage, RPMS's, curb and gutter, ditch paving, sodding and restoration.

3. The Contractor will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALLY COMPLETE PHASE 1** of the Project within twenty-one (21) consecutive calendar days thereafter, and to **SUBSTANTIALLY COMPLETE PHASE 2** of the Project within fourteen (14) consecutive calendar days upon receipt of the mast arms and to fully complete the Project within fourteen (14) days thereafter.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if both phases of this Project are not substantially completed on the date set forth herein. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the date established herein, and as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after the date of substantial completion of Phase 2 of the Project is achieved, the Project is not fully and finally complete, as specified herein, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the lump-sum named in the proposal, to-wit:

Three hundred forty-four thousand, seven hundred and ninety-nine dollars and seventy cents (\$344,799.70)

(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Lump Sum amount for each of the items listed in the bid summary.

The Owner reserves the right to make additions or deletions to work and/or any portions of the work. Compensation will be agreed to with a negotiated change order.

5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Sworn Statement
- e. Bid Bond
- f. Agreement
- g. Certificate of Owner's Attorney
- h. Notice of Award
- i. Notice to Proceed
- j. Change Order Request
- k. Performance Bond
- l. Payment Bond
- m. Hold Harmless Agreement
- n. General Conditions
- o. Special Provisions (Roadway and Utilities)
- p. Technical Special Provisions
- q. Specifications prepared by the Engineer
- r. Construction Plans prepared by the Engineer
- s. Soils Report
- t. Addenda

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

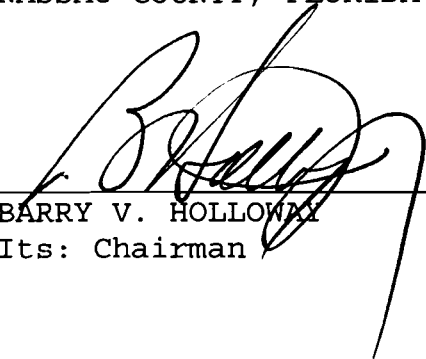
8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

9. 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.


OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chairman

ATTEST:

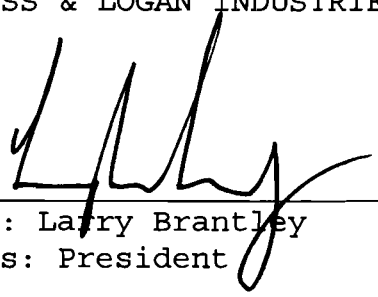
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

 CSO  
Approved as to form by the  
Nassau County Attorney

*ROK*  
*5/5/09*

  
\_\_\_\_\_  
DAVID A. HALLMAN

ROSS & LOGAN INDUSTRIES:

  
\_\_\_\_\_  
By: Larry Brantley  
Its: President



# *Ross & Logan Industries*

10817 New Kings Road  
Jacksonville, Florida 32219

Main Office: (904) 378-9700  
Main Fax: (904) 378-9747  
Web: [www.rossandlogan.com](http://www.rossandlogan.com)

## ***TRANSMITTAL FORM***

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Date: May 4, 2009

To: Charlotte Young  
Nassau County, Florida

From: Doug McGough

**RE: Gene Lasserre/AIA Intersection Improvements Contract**

**Attached, please find 2 signed originals as requested for the above referenced project.**

**RECEIVED  
CONTRACT MANAGEMENT  
2009 MAY -4 AM 9: 14**

Confidentiality Notice: The documents accompanying this teletype transmission could contain confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient you are hereby notified that any disclosure, copy distribution, or the taking of any action in reliance on the contents of this teletyped information is strictly prohibited. If you have received this teletype in error, please immediately notify Ross & Logan Industries by telephone to arrange for the return of the original document.



**JOHN A. CRAWFORD**  
**Clerk of the Circuit Court / Comptroller**  
**Ex-Officio Clerk to the Board of County Commissioners**  
**Nassau County**



May 5, 2009

Larry Brantley, President  
Ross and Logan Industries  
10817 New Kings Road  
Jacksonville, FL 32219

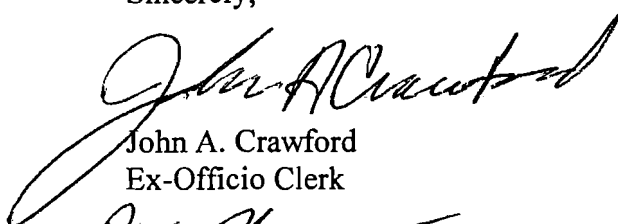

Re: Agreement for Gene Lasserre and A1A/SR200 Intersection Improvements

Dear Mr. Brantley:

During a special session of the Nassau County Board of County Commissioners held May 5, 2009, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed an original agreement for your records.

Thank you for your assistance in this matter. If I can be of any service to you, please do not hesitate to let me know.

Sincerely,

  
John A. Crawford  
Ex-Officio Clerk  


enclosure

Performance & Payment Bond No.: 1879863

As to Contractor/Principal: Ross & Logan Industries, Inc.

Name: Larry Brantley

Principal Business Address:  
10817 Old Kings Road, Jacksonville, FL 32219  
Telephone: 904-378-9700

As to the Surety: The Hanover Insurance Company

Principal Business Address:  
440 Lincoln Street, Worcester, MA 01635  
Telephone: 800-576-8087

As to the Owner of the Property/Contracting Public Entity:  
Board of County Commissioners of Nassau County Florida

Principal Business Address:  
96160 Nassau Place, Yulee, FL 32097

Description of project including address and description of improvements:  
Gene Lasserre/A1A Intersection Improvements, Nassau County Florida, Bid No.:  
NC09-004, Contract No.: CM 1432

RECEIVED  
CONTRACT MANAGEMENT  
2009 MAY 22 AM 10: 54

### PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Ross & Logan Industries, Inc. 10817 New Kings Road, Jacksonville, FL 32219	SURETY (Name and Address of Principal Place of Business): The Hanover Insurance Company 440 Lincoln Street, Worcester, MA 01635
OWNER (Name and Address): Board of County Commissioners of Nassau County Florida 96160 Nassau Place, Yulee, FL 32097	

CONTRACT  
 Date: May 5th, 2009  
 Amount: Three Hundred Forty Four Thousand Seven Hundred Ninety Nine and 70/100 (\$344,799.70)  
 Description (Name and Location):  
 Gene Lasserre/A1A Intersection Improvements, Nassau County, Florida, Bid No.: NC09-004  
 Contract No.: CM1432

BOND  
 Bond Number: 1879863  
 Date (Not earlier than Contract Date): May 20th, 2009  
 Amount: Three Hundred Forty Four Thousand Seven Hundred Ninety Nine and 70/100 (\$344,799.70)  
 Modifications to this Bond Form:  
 None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL  
 Company: Ross & Logan Industries, Inc.  
 Signature: [Signature] (Seal)  
 Name and Title: Larry Brantley, President

SURETY  
 The Hanover Insurance Company (Seal)  
 Surety's Name and Corporate Seal  
 By: [Signature]  
 Signature and Title Peter A. Kessler, Attorney-in-Fact,  
 (Attach Power of Attorney) Licensed Florida Resident Agent  
 Attest: [Signature]  
 Signature and Title

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
 Company:  
 Signature: \_\_\_\_\_ (Seal)  
 Name and Title:

SURETY  
 \_\_\_\_\_ (Seal)  
 Surety's Name and Corporate Seal  
 By: \_\_\_\_\_  
 Signature and Title  
 (Attach Power of Attorney)  
 Attest: \_\_\_\_\_  
 Signature and Title:

EJCDC No. C-610 (2002 Edition)  
 Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)

Bonds Only, Inc.  
 1515 CR 210 W., Ste. 211  
 Jacksonville, FL 32259  
 904-429-0555

THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 OR SECTION 713.23, FLORIDA STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN BY REFERENCE.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Ross & Logan Industries, Inc.  
10817 New Kings Road, Jacksonville, FL 32219  
OWNER (Name and Address):

Board of County Commissioners of Nassau County Florida  
96160 Nassau Place, Yulee, FL 32097

SURETY (Name and Address of Principal Place of Business):

The Hanover Insurance Company  
440 Lincoln Street, Worcester, MA 01635

CONTRACT

Date: May 5th, 2009

Amount: Three Hundred Forty Four Thousand Seven Hundred Ninety Nine and 70/100 (\$344,799.70)

Description (Name and Location):

Gene Lasserre/A1A Intersection Improvements, Nassau County Florida, Bid No.: NC09-004  
Contract No: CM1432

BOND

Bond Number: 1879863

Date (Not earlier than Contract Date): May 20th, 2009

Amount: Three Hundred Forty Four Thousand Seven Hundred Ninety Nine and 70/100 (\$344,799.70)

Modifications to this Bond Form:

\*See Page 2 of Payment Bond

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Ross & Logan Industries, Inc.

Signature: [Signature] (Seal)

Name and Title: Larry Brantley, President

SURETY

[Signature] (Seal)

Surety's Name and Corporate Seal

By:

Signature and Title Peter A. Kessler, Attorney-in-Fact  
(Attach Power of Attorney) Licensed Florida Resident Agent

Attest: [Signature]

Signature and Title

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with Contractor:
  1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
  2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
  3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. **Claimant:** An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. **Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. **Owner Default:** Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone  
Surety Agency or Broker:  
Owner's Representative (engineer or other party):

Bonds Only, Inc.  
1515 CR 210 W., Ste. 211  
Jacksonville, FL 32259  
904-429-0555

**THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 OR SECTION 713.23, FLORIDA STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN BY REFERENCE.**

This Power of Attorney may not be used to execute any bond with an inception date after May 1, 2010

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Peter A. Kessler and/or Amber C. Jones

of Jacksonville, FL and each is a 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 any place within the United States, or, if the following line be filled in, 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 in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, 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 as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all 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." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 1st day of July, 2008.



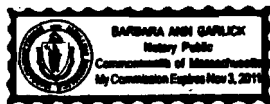
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Mary Jeanne Anderson*  
Mary Jeanne Anderson, Vice President

*Robert K. Grennan*  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 1st day of July 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of May, 2009.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Stephen L. Braut*  
Stephen L. Braut, Assistant Vice President

**NOTICE TO PROCEED**

TO: Ross & Logan Industries  
CONTRACTOR  
10817 New Kings Road  
ADDRESS  
Jacksonville, Florida 32219  
CITY STATE ZIP

PROJECT: GENE LASSERRE / AIA INTERSECTION IMPROVEMENTS  
PHASE ONE – ROADWAY IMPROVEMENTS  
BID NUMBER NC09-004 / CONTRACT NO. CM1432  
NASSAU COUNTY, FLORIDA

You are hereby notified to commence work in accordance with the Agreement dated May 5, 2009 on or before the date of commencement.

The Contract time for Substantial Completion of Phase 1 of the project is twenty-one (21) consecutive calendar days from the date of commencement.

The Contract time for Final Completion is fourteen (14) consecutive calendar days from the date of Substantial Completion of Phase 2.

The Contract time commences to run June 22, 2009.

The date of Substantial Completion is July 16, 2009. \*Note: Substantial Completion date has been extended an additional three (3) days to allow for the suspension of Contractor's operations for the July 4<sup>th</sup> holiday weekend, pursuant to FDOT Standard Specifications for Road and Bridge Construction, Section 8-6.4. [No work July 3-5, 2009]

The date of Final Completion to be determined based upon substantial completion of Phase 2.

Nassau County Board of County Commissioners

BY: [Signature]  
Barry V. Holloway  
TITLE: Chairman  
DATE: June 9, 2009

\* Contractor

You are required to return an acknowledged copy of the Notice to Proceed to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097.

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged  
this the 10<sup>th</sup> day of June, 2009.

BY: [Signature] Rick Spires  
TITLE: Project Manager

**END OF SECTION**

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CONTRACT MANAGEMENT  
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