

FORM OF AGREEMENT

THIS AGREEMENT, made this 10 day of AUGUST, 1992, as awarded by the Nassau County Commission on Monday, July 27, 1992, by and between Nassau County Board of Commissioners, hereinafter called "OWNER", and J. C. Boatright hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1- The CONTRACTOR will commence and complete the Right-of-Way Negotiations as shown in the attached Proposal within the timeframes indicated in the attached Project Schedule.
- 2- The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
- 3- The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on AUGUST 10, 1992, and will complete the same within the time limits as specified in the attached Project Schedule.
- 4- The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the amounts as shown in the PROPOSAL SCHEDULE.
- 5- The term CONTRACT DOCUMENTS means and includes the following:
 - Advertisement for Bids
 - Instructions to Bidders
 - Proposal
 - Agreement
 - Notice of Award
 - Drawings prepared by Nassau County
 - Specifications prepared or issued by Nassau County
 - Addendum
 - Project Schedule

- 6- The CONTRACTOR shall invoice the OWNER upon completion of each successful right-of-way negotiation after submittal of approved paperwork to the County Attorney. Payment shall be 80% at time of submittal and approval by the County Engineer and the remaining 20% after approval by the County Attorney.
- 7- The OWNER shall, upon review and approval of the work submitted, pay the CONTRACTOR in a timely fashion.
- 8- This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9- The owner reserves the right to cancel this agreement if CONTRACTOR fails to complete the work as specified on the attached Project Schedule.

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

NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. BOX 1010
FERNANDINA BEACH, FLORIDA 32034

Attest:



T. J. GREESON, Ex-Officio Clerk

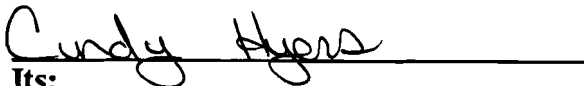
By:



THOMAS D. BRANAN, JR., Chairman


J. C. Boatright
1235 South 10th Street
Fernandina Beach, FL 32034

Attest:



Its:

By:



Its:

**BOATRIGHT
REALTY**

7-9-92

Tom Branan Chairman
Nassau County Board of Commissioners
Nassau County, Fl. 32034

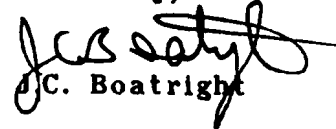
Dear Sir:

I have been a Real Estate Broker in the State of Florida since 1975, license #BK0117893. I also hold a state certified General Contractors license #CGC010633. Both of these occupations require an individual to be an astute negotiator.

My first position in real estate was negotiating to buy and sell real estate for a Jacksonville attorney. I did this from 1973 until 1975, at that time I added developing and building.

I have worked in real estate, developing, building, buying and selling in Nassau County for the past 14 years. This should qualify me to negotiate the purchase of land for the county or anyone else.

Sincerely,


J.C. Boatright

JCB/ml



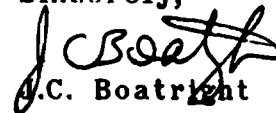
To whom it may concern:

I presently hold a State Certified General Contracting License in the State of Florida. I began my construction career in 1974, as a partner in Duval Homes. We built and sold homes until 1978.

I started my own business in 1978-1979. I have constructed approximately 150 houses in the Jacksonville market and about 200 homes in the Fernandina Beach market since this time. Approximately 125 homes were built in subdivisions which were sold under contracts. The remaining homes were custom built all over Amelia Island. In addition, my commercial volume in the past five years has been about 3.5 million which includes First Coast Community Bank which was done in two parts the first in 1987 and the second in 1989. I also have built two office complexes a doctors office and two bath houses for Nassau county.

I am on the board of directors of the Nassau Home Builders, Nassau County Board of Realtors, Committee of 100, the Chamber of Commerce and the Cancer Society.

Sincerely,



J.C. Boatright

JCB/ml

**BOATRIGHT
REALTY**

Bid on SR-107/Right-of-Way Negotiations

parcels of land	59
price per parcel	<u>675.00</u>
total	39,825.00

Total cost on negotiating for purchase of 59 parcels of land is
\$39,825.00

If 10 of the parcels were deleted by the county,

$$59 - 10 = 49$$

price per parcel	675.00
parcels	<u>X 49</u>
total	33075.00

Any additional time would be at:

J.C. Boatright 47.50/hour
Mary Lowe 27.50/hour

We agree to provide Professional Liability Insurance.



SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for SR-107/Right-of-Way
2. This sworn statement is submitted by J.C. Boatright
[name of entity submitting sworn statement]
whose business address is 1235 S. 10th St.
Fernandina Beach, Fl. 32034 and
(if applicable) its Federal Employer Identification Number (FEIN) is 59-2920243.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is J.C. Boatright and my relationship to the
[please print name of individual signing]
entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

J. Boatright
[signature]
Date: 7-9-92

STATE OF Florida

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

J. C. Boatright who, after first being sworn by me, affixed his/her signature
[name of individual signing]

in the space provided above on this 9 day of July, 1992.

Mary C. Lowe
NOTARY PUBLIC

My commission expires:



OFFICIAL SEAL
MARY C. LOWE
My Commission Expires
Oct. 23, 1995
EC154797

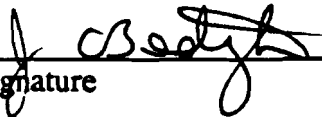
**CONFLICT OF INTEREST
CERTIFICATE**

Project: Right-of-Way Negotiations
SR-107

Bidder MUST execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the County or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.



Signature

J.C. Boatright
Company Name

J.C. Boatright
Name of Official
(Type or Print)

1235 S. 10th St.
Business Address

Fernandina Beach , Fl. 32034
City, State, Zip

SECTION II

I hereby certify that the following named County official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statement(s) with the Supervisor of Elections, 11 North 14th Street, Fernandina Beach, Florida, Nassau County, Florida, prior to bid opening date.

NAME	TITLE/POSITION	DATE OF FILING
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Certifying Official
(TYPE OR PRINT)

Business Address

City, State, Zip

PROPOSAL
SR-107/RIGHT-OF-WAY
NEGOTIATIONS

(TO BE EXECUTED IN SINGLE ORIGINAL AND TWO XEROX COPIES)

TO: BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA

P.O. BOX 1010

FERNANDINA BEACH, FL 32034

FROM: J.C. Boatright

(hereinafter called Bidder), Organized and Existing under the laws of the State of Florida, in accordance with the Notice for Bids for SR-107/Right-of-Way Negotiations; subject to the conditions and requirements of the specifications, plans, addenda and other Contract Documents, all of which so far as they relate to the Proposal are made a part thereof, the undersigned herewith proposes to construct the specified work or indicated portions thereof, for the unit and/or lump sum prices contained in the Proposal Schedule, resulting in a bid as follows:

SR-107/RIGHT-OF-WAY NEGOTIATIONS

SEE ATTACHMENT "A"

Bidder hereby agrees to commence work under this contract within ten (10) calendar days after the date of the Notice to Proceed and to fully complete the project within 120 calendar days after the date of the Notice to Proceed.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned Bidder understands and accepts that the Owner reserves the right to reject all bids.

In the appropriate spaces below, the undersigned Bidder has classified his firm type and listed the full names and addresses of persons and firms interested in this Proposal and Principals.

The undersigned hereby designates J.C. Boatright - Mary Lowe
1235 S. 10th St. Fernandina Beach, FL 32034
(List office and address only if different from that following.) as the office to which notices may be delivered or mailed.

(SEAL)

ATTEST:

Its:

(904) 261-4886
Telephone Number

Facsimile Number

Respectfully submitted,

J. C. Boatright
Name of Bidder - TYPED

By Its: owner J. Boatright

1235 S. 10th St.
Bidder's Street Address

1235 S. 10th St.
Bidder's Mailing Address

Fernandian Beach, Fl. 32034
City, State & Zip

COMPLETE APPROPRIATE SPACE:

(X) Corporation - State of Florida
Principal Office 1235 S. 10th St.
President Name J. C. Boatright
Full Address _____

() Individual trading in own name as entered above.

**RIGHT-OF-WAY
NEGOTIATIONS / SR-107**

SUBJECT: Provide Professional Assistance in the Acquisition of Real Estate for the County of Nassau, Florida / SR-107

INSTRUCTIONS TO BIDDERS:

Nassau County is interested in receiving bids from interested firms to provide professional assistance in the acquisition of property along SR-107 in Nassau County. The project commences at SR-200 (A1A) at O'Neil and proceeds southward for approximately three (3) miles. The project has been slated for improvements which involves widening the existing pavement and re-aligning curves in the Florida Department of Transportation Public Works Program for fiscal year 1992-1993. The State is currently preparing construction plans for the project. The County is responsible for the acquisition of right-of-way prior to the commencement of construction. The FDOT has provided right-of-way deeds for this project. The right-of-way acquisition involves approximately 59 parcels of which most are timber land and residential in character. There are three (3) commercial properties and two (2) church properties. It appears there may be three (3) complete takings of property at this time; one church, one residential, and one unimproved.

Bids will be received until 12:00 noon, on July 10, 1992, at the Clerk's Office, Nassau County Courthouse, Fernandina Beach, FL 32034. Bids will be opened at 2:00 p.m. on July 10, 1992 at the Nassau County Annex, 11 North 14th Street, Fernandina Beach, FL 32034. A pre-bid meeting will be held at 10:00 a.m. on July 1, 1992, at the Bailey Road Community Building, Fernandina Beach, Florida - a map is enclosed. Bids must be submitted in a sealed envelope marked: **RIGHT-OF-WAY NEGOTIATIONS**. Three copies of the bid must be provided.

A general description of the scope of professional service is as follows:

The Contractor shall locate and make all initial offers to owners, mortgagees, and tenants; conduct follow-up negotiations; recommend settlements to the County, as appropriate; prepare all necessary title curative documents and closing documents for each parcel in conjunction with property acquisition, using FDOT forms or forms approved by Nassau County; maintain necessary and proper files, reports, and records to document and substantiate all action taken and recommendations made; submit necessary information for condemnation action to the County's representative, in a format approved by the County, and advise the County Attorney with regards to condemnation matters as needed. All parcels must be acquired or referred for condemnation within the time limitations as set forth. All offers made by the Contractor are subject to prior approval by Nassau County. Nassau County will make the final determination as to sufficiency of negotiations before condemnation action is instituted.

Firms desiring to provide the needed professional services shall submit one (1) Original and two (2) copies of their proposals along with their qualifications and performance data for evaluation.

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 judgement will be in the best interest of Nassau County, Florida.

If you have any questions please contact William Lecher, P.E., Nassau County Engineer at (904) 261-6041.

The appraisals and review appraisals will be completed by the end of August, 1992. Completed appraisals will be available by mid July, 1992. FDOT has scheduled advertising for this project in March, 1993. When the order to proceed is given for this project negotiations will be ready to commence.

COUNTY'S APPRAISER

Tompkins Appraisal Group
P.O. Box 2998
Lake City, FL 32056-2998
(904) 752-4820

COUNTY'S REVIEW APPRAISER

Hale & Brannon Appraisals, Inc.
923 East Baya Avenue
Lake City, FL 32055
(904) 755-0390

The County is requesting completion of this contract except for eminent domain proceedings by December, 1992. The contract bidder will be required to provide a timetable for completion of the contract.

SCOPE OF SERVICES:

The Contractor agrees to perform the following services within the scope of this Agreement:

1. The Contractor will be knowledgeable of FDOT practices in right-of-way negotiations. He will be required to provide FDOT forms or other approved forms and conduct the negotiations in conformance with FDOT requirements.
2. Coordinate fully with the County (through all stages deemed necessary by the County) in prosecuting and implementing the acquisition of property by the County for the purpose of road rights-of-way, other property acquisition and other related purposes. The consultant shall represent the County in a courteous, honest and professional manner as it fulfills, at a minimum, the following duties:
 - a. The Contractor will contact the owners and other parties involved in each individual parcel assigned to the Contractor by the County. A minimum of three (3) contacts for each parcel is required unless otherwise directed by the County.
 - b. The Contractor will attempt to acquire needed property for the County to the extent deemed necessary by the County.

- c. The Contractor will review all appraisals of and documents relating to needed property including, but not limited to, right-of-way maps and construction plans and made reports and recommendations thereon. This provision does not mean that the Contractor shall accomplish a full review appraisal, but does mean that the Contractor shall become familiar with appraisals and advise the County of any discrepancies noted or other material or significant observations. The Contractor shall verify that all surveys, right-of-way maps, legal descriptions and appraisals correspond with regard to the description, size, quantity and all other variables relating to the property correspond to one another.
- d. The Contractor will procure all necessary signatures to obtain ownership and releases necessary to clear title of said property.
- e. The Contractor will prepare and provide to the County full, detailed and complete documentation of the contacts and events of the negotiations and their results.
- f. The Contractor will provide recommendations when necessary to the County as related to settlements of unprocured property. The consultant shall advise the County of potential business damage claims and attempt to obtain records relating thereto. These recommendations can be made at progress report meetings or at such other times and places as deemed necessary by the County. All verbal recommendations and status reports shall be followed up with memorialized and documented recommendations and status reports within two (2) business days from the date that the recommendation or report is given.
- g. The Contractor will provide all other services within the realm of right-of-way and property acquisition deemed necessary by the County to procure the property needed.
- h. The Contractor will take all action required by the County relating to relocation assistance programs or other programs relating to the needs and rights of property owners if any. At a minimum, the Contractor shall advise the County if there will be moving or relocation claims.
- i. The Contractor will provide any and all other services deemed necessary by the County to accomplish the purposes of this Agreement.
- j. The Contractor will at the agreed upon termination of negotiations, provide to the County a fully completed suit information sheet in accordance with the Florida Department of Transportation Right-of-Way Manual or in such other format as may be directed by the County. Suit information submittals shall be subject to the review of an acceptance by the County Attorney.

- k. If requested by the County, the Contractor shall provide litigation support reviews to the County's attorneys.
 - l. The Contractor will solicit property dedication if so directed by the County.
 - m. The Contractor shall, within the scope of the above duties, provide the County with all records necessary to document its activities, communications with and responses of each individual property owner or his representative.
 - n. The Contractor shall coordinate all activities with the County Engineer or the County Attorney, or, consulting engineers and appraisers.
 - o. The Contractor shall, when directed by the County or the County Attorney, appear at hearings, testify in courts and perform all other related duties as is deemed necessary by the County. At all times the Contractor will insure that members of the public and parcel owners are treated with forthrightness, courtesy and respect. The Contractor agrees to testify and to provide all of its employees to testify at judicial proceedings as deemed necessary by the County at the agreed upon fee.
 - p. The Contractor will develop and maintain a production reporting system tracking all critical events, both scheduled and actual, relating to each parcel.
 - q. The Contractor will fully participate in required update and production meetings with the County.
 - r. Prepare justifications and recommend settlements to the County Engineer. Prepare forms and assure compliance with Florida Public Disclosure Act, Section 286.23, Florida Statutes, if applicable.
 - s. Contractor shall attend all applicable public meetings for hearings or information dissemination on the project, if necessary.
2. The County, within the scope of the above duties of the Contractor may provide to the Contractor, when available, maps of parcels, surveys, rights-of-way maps or similar documents which show the desired acquisitions; approved appraisal reports; as well as any updated appraisal values, title evidence, parcel sketches, purchase agreement forms with legal descriptions of property which the County desires to purchase, as well as all named individuals whose signatures are necessary to provide good title; and necessary correspondence to property owners to inform them that the Contractor and/or his agents are under contract to purchase the property.

3. The County will provide office space at the Bailey Road Community Building with a desk, chair and telephone with a local telephone number. Fax and reproduction facilities will be available at the Five Points County Engineer's office in Fernandina Beach approximately one (1) mile from the Bailey Road Community Building.
4. The Contractor firm shall be registered with the Florida Real Estate Commission. The Contractor must designate a continuous Project Manager and the Contractor Project Manager must be an active, licensed Florida real estate broker. The person who is to be responsible for negotiations shall be registered as an active, Florida licensed salesman with the Florida Real Estate Commission. In addition, the minimum requirement for all other Contractors personnel or sub-consultant personnel performing real estate functions shall be registered with the Florida Real Estate Commission as an active licensed salesman.
5. Upon written approval by the County, the Contractor may subcontract for specialized professional services that may be necessary in order for the Contractor to carry out his requirements to this Agreement.
6. The Contractor shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under this agreement. The Contractor shall utilize only competent personnel who are qualified by experience and education, who are acceptable to the County Engineer. The Contractor may not make changes in the personnel working on activities pursuant to this agreement without the written concurrence of the County Engineer.

INFORMATION PACKAGE

SR-107/RIGHT-OF-WAY NEGOTIATIONS

The Contractor is required to provide the following information with its bid proposal.

1. Professional Qualifications of Firm and specific individuals to be assigned to the project (include resumes). Names of any anticipated subcontractors for Professional Services to be listed.
2. Past performances in recent similar activities. Title and brief description of each project to include:
 - Client (contact person, address and telephone numbers)
 - Year Completed
 - Nature of Work Involved in Each Project
 - Total Cost
3. Location and address of firm or branch office to be performing services.
4. Provide statement agreeing to obtain (prior to award) Professional Liability Insurance.
5. Any additional data pertinent to project regarding Firm's capability (please limit to four (4) pages).
6. Disclosure of any potential Conflict of Interest due to any other clients, contracts or property interests for this project only. complete, notarize and return Conflict of Interest Form.
7. Complete and return Public Entity Crimes form.
8. Proposed project schedule and/or schedule options.
9. The Contractor will be knowledgeable of FDOT practices and will provide a statement of such knowledge.

Qualified firms will be evaluated using the above criteria along with the bid proposal. The contract will be awarded based on the bid proposal and the Contractor's knowledge of FDOT practices, past performance, and ability to do the work according to the specifications.

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Card #150:06/14/93 Regular Session: Upon the request and recommendation of the

bid of Atlantic Ford Truck Sales in the amount of \$26,767 for "One New Flatbed Labor Truck with Crew Cab". Motion seconded by Commissioner Higginbotham, District 1, and voted unanimously.

Upon the request and recommendation of the County Engineer, Commissioner Crawford made motion approving a change order in the amount of \$675 to the contract with J.C. Boatright for right of way acquisition on State Road 107, based on the fact that one parcel was split and the contract was for \$675 per parcel. Motion seconded by Commissioner Higginbotham, District 5, and voted unanimously.

Upon the request and recommendation of the County Engineer, Commissioner Higginbotham, District 5, made motion approving an extension of the county's contract with Pitman, Hartenstein and Ashe in the amount of \$49,220 for the preparation of bid documents, permitting, and right of way surveys for the construction of Dyal Road under the road bond issue. Motion seconded by Commissioner

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