

NASSAU COUNTY COMMISSION

**AMELIA ISLAND PARKWAY from SR A1A to SR A1A
&
AMELIA ISLAND ROAD from CANOPY DRIVE to AMELIA ISLAND
PARKWAY
&
PHILIPS MANOR ROAD at SR A1A
Bid No. NC003-98
Nassau County, Fernandina, Florida**

CONTRACT

This Contract, made this 14th day of SEPTEMBER, 1998, between Nassau County, hereinafter called the County and APAC of GEORGIA, his, its or their successors, executors, administrators and permitted assigns, hereinafter called the Contractor;

WITNESSETH:

WHEREAS, the County desires to make improvements to Amelia Island Parkway from SR A1A to SR A1A & Amelia Island Road from Canopy Drive to Amelia Island Parkway & Philips Manor Road at SR A1A, Nassau County, Florida and

WHEREAS, the County has requested and obtained Bids for the performance of work for Bid No. NC003-98, and

WHEREAS, the Contractor is the selected responsible bidder for such work; and

WHEREAS, the County desires to engage Contractor to render its services as hereinafter set forth; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the services to be performed and the compensation to be paid for such services, and desire to set forth their understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I: Engagement of Contractor

The County hereby engages Contractor and Contractor hereby accepts such engagement for the purpose of providing to the County, at Contractor's own proper cost and expense, completion of all the work, including furnishing all the materials, equipment, supplies and labor necessary therefore, and in the manner and to the full extent set forth therein, described in the following (which are incorporated herein by this reference):

- a. General Provisions, Special Provisions, Bid and Plans for construction of the Amelia Island Parkway from SR A1A to SR A1A & Amelia Island Road from Canopy Drive to Amelia Island Parkway & Philips Manor Road at SR A1A, Nassau County, Florida, Bid No. NC003-98 and any addenda thereto.
- b. Florida Department of Transportation "Standard Specifications for Road and Bridge Construction," 1991 Edition, and all subsequent revisions, all of which are incorporated herein by this reference and which are more fully identified in 1-10a, entitled "Contract Documents" in the Special Provisions. All of the above being collectively referred to as defined in 1-10a, as the "Contract Documents".
- c. Contractor's Bid and Plans.
- d. Should there be a conflict in the above documents, the order of precedence is as set forth in Paragraph 5.2 of the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction," 1991 Edition.

ARTICLE II: Review by County

Contractor agrees that its services herein shall be performed to the satisfaction of the duly authorized representatives of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Contract.

ARTICLE III: Completion Date

The services to be performed hereunder shall commence within 10 days of the issuance of the Notice to Proceed (NTP) and shall be completed, notwithstanding any reference in the specifications to the contrary, within 238 calendar days of the date of the NTP.

ARTICLE IV: Compensation

In consideration of the premises, the County hereby agrees to pay to Contractor \$ 1,932,628.58, as sole compensation for the performance of this Contract, with payments for the actual quantity of authorized work performed to be made as provided in the Specifications at the prices for the Scheduled Items in Contractor's Bid.

ARTICLE V: Applicable State Law

The rights, obligations and remedies of the parties as specified under this Contract shall be interpreted and governed in all respects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

ARTICLE VI: Venue and Personal Jurisdiction; Waiver of Jury Trial

Any suit, action or other legal proceeding arising out of or relating to this Contract shall be brought in the courts of record of the State of Florida in Nassau County, or in the courts of the United States (Middle District of Florida, Jacksonville Division). The County and the Contractor hereby waive any objection each may have to personal jurisdiction and to the laying of venue in any such courts.

The County and the Contractor agree that any suit, action or other legal proceeding arising hereunder shall be before a judge as the trier-of-fact, and each hereby intentionally, voluntarily and knowingly waives any right it may have to a trial by jury.

ARTICLE VII: Nonwaiver

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein or by law, the County's payment for the services or any part or combination hereunder, or any purported oral modification or rescission of this Contract by an employee or agent of either party shall not release either party of any of its obligations under this Contract, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Contract or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE VIII: Permits, Licenses & Taxes

Contractor shall provide all necessary licenses and permits and shall be responsible for complying with all local ordinances and all applicable state and federal regulations and laws.

ARTICLE IX : Compliance with Applicable Laws and Regulations

Contractor shall comply with all applicable federal, state and local laws, rules and regulations as the same exists and as they may be amended from time to time, including but not limited to the Public Records Law, Chapter 119, Florida Statutes.

ARTICLE X: Public Entity Crimes

The County reserves the right to terminate this Contract effective immediately upon written notice in the event the Contractor or any affiliate is placed on the convicted vendor list maintained by the Florida Department of General Services pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133 (1)(a), Florida Statutes. Contractor shall advise the County promptly after conviction of any "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, applicable to Contractor or any affiliate.

ARTICLE XI: Indemnity & Save Harmless

For Ten (10) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, by executing the Contract the Contractor shall indemnify, defend and save harmless, the County the Engineer and their respective officers, agents and employees, against any claims or liability arising from or based on the violation of any laws, by-laws, ordinances, regulations, orders or decrees; whether by himself, his employees, his Subcontractors or his Subcontractors' employees. Contractor's obligation to indemnify, defend and save harmless the County and the Engineer and their respective officers, agents and employees shall also apply to claims or liability arising out of allegations of negligence or other wrongdoing of the indemnitee, except that the Contractor's obligation to indemnify, defend and save harmless an indemnitee for damages caused in whole, or in part by an indemnitee shall be limited to \$2,000,000.

Contractor's obligation to indemnify, defend and save harmless the Engineer and their respective officers, agents and employees shall not apply to the liability, cost or expense of the Engineer or their officers, agents and employees arising out of

- (1) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
- (2) the giving of or the failure of to give directions or instructions by the Engineer or their officers, agents or employees, provided such giving or failure to give is the primary cause of the liability, cost or expense.

ARTICLE XII: Contract Work Hours and Safety Standards Act

The wages of every laborer and mechanic employed by the Contractor or any Subcontractor in the performance of work under this Contract shall be computed on the basis of a standard work week of 40 hours. For each work-week in which any such laborer or mechanic is so employed, such wages shall include compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work-week. Contractor shall otherwise

comply with, and shall require all Subcontractors hereunder to comply with the Contract Work Hours and Safety Standards Act 40 U.S.C. & 327ff and regulations enacted thereunder.

ARTICLE XIII: Access to Records

The County or any of its authorized agents of the foregoing, shall, for purposes of audit and examination, be granted access to any books, documents, papers and records of Contractor or any Subcontractor hereunder that are pertinent to operations or activities under this Contract or any subcontract hereunder. Contractor shall maintain, and shall require all Subcontractors hereunder to maintain, these records for not less than three years following completion of this Contract.

ARTICLE XIV: Compliance by Subcontractors

Contractor shall include provisions in all subcontracts entered into pursuant to this Contract to enforce the provisions of this Contract with respect to all Subcontractors who perform work in connection with this Contract and shall require all Subcontractors to do the same with respect to their own Subcontractors.

ARTICLE XV: Mediation

The parties agree that in the event of any dispute arising out of this Contract, the Contractor shall meet with the Director of Public Works and the County Coordinator in an effort to resolve any dispute. Both parties shall use their best efforts to resolve any disputes at said meeting. Prior to filing any suit, action or other legal proceeding, the parties shall submit their dispute to mediation, as defined in Section 44.103(1), Florida Statutes. The mediation shall be conducted as if it were a court-ordered mediation under Section 44.102, Florida Statutes, in an action filed in courts of record in the State of Florida, in Nassau County. Mediators shall be chosen from a Supreme Court list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by The Contractor. The Contractor recognizes, however, that the county cannot have members present with the power to bind the County but that it shall send a representative to report and make a recommendation to the County Commission.


ARTICLE XVI: Contract Work

All work to be performed under the Contract Documents is to be at Contractor's expense unless stated herein to the contrary.


IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Nassau County Commission

Attest: _____

By:  _____

Title: Chairman
Chris Kirkland

By:  _____ (Seal)

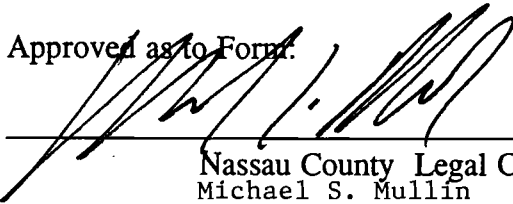
Title: Vice President

Attest:  _____ (Seal)

Title: Project Manager/Estimator

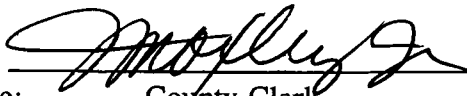
(Affix Contractor's
Corporate Seal)

Approved as to Form:



Nassau County Legal Counsel
Michael S. Mullin

I certify that the expenditure contemplated by the foregoing Contract has been duly authorized, and the provision has been made for the payment of the monies hereto to be paid.

By:  _____
Title: County Clerk

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

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY United Service Agency, Inc. Post Office Box 11765 Lexington, Kentucky 40577	COMPANY LETTER COMPANIES AFFORDING COVERAGES A Indemnity Ins. Co. of North America B CIGNA Insurance Company C Bankers Standard Insurance Company D Pacific Employers Insurance Company E F G H I
NAME AND ADDRESS OF INSURED APAC-GA, Inc., Savannah Div. P.O. Box 2017 Kingsland, GA 31548	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	POLICY AGGREGATE
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	LAB 26608 (EFFECTIVE 12-1-97)	12/01/98	PERSONAL INJURY INCLUDING BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				PERSONAL INJURY, BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	LAB 26608 (EFFECTIVE 12-1-97)	12/01/98	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH OCCURRENCE)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
B C D	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	RSC C42094900 WLR C42094973 WLR C42094894	12/01/98	STATUTORY		1,000 (EACH ACCIDENT)
					\$	\$
					\$	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 NC003-98 - Amelia Island Parkway

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 Nassau County Board of County Commissioners
 P.O. Box 1010
 Fernandina Beach, FL 32035-1010

DATE ISSUED: 9/21/98


 AUTHORIZED SIGNATURE

COPY

CF-12

Title: ATTOENEY-IN-FACT
 By: DMITRY TAYLOR (Seal)
 Title: Vice President
 By: [Signature] (Seal)
 Principal Bidder
 LIBERTY MUTUAL INSURANCE COMPANY
 APAC-GEORGIA, INC.

SIGNED, SEALED AND DATED THIS 24TH DAY OF JUNE, 1998.

NOW, THEREFORE, the condition of the above obligation is such that if the said Principal shall execute a contract and give bond for the faithful performance thereof within ten (10) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Obligor the full amount of this bond, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Bid No. NC003-98

WHEREAS, the said Principal is herewith submitting NASSAU COUNTY for the construction of:

successors and permitted assigns, jointly and severally finally by these presents:
 are held and finally bound unto the NASSAU COUNTY COMMISSION (hereinafter called the Obligor), in the full and true sum of FIVE PERCENT (5%) of the actual total of the bid referred to herein in lawful money of the United States of America, to be paid to the Obligor, in which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and Liberty Mutual Insurance Company as Surety,

KNOW ALL MEN BY THESE PRESENTS: That we, APAC-GEORGIA, INC. as Principal (Bidder),

AMELIA ISLAND PARKWAY from SR A1A to SR A1A
 &
 PARKWAY
 &
 PHILLIPS MANOR ROAD at SR A1A
 Bid No. NC003-98
 BID BOND

COPY

Commission #CC 469878
Commission Expires 6/7/99



My Commission expires:

Mima Ramos
OFFICIAL SEAL

Notary Public, State of Florida at Large.

Mima Ramos

Sworn to and subscribed before me this 24TH day of JUNE 1998.

signed or countersigned the above bond on their behalf.

authorized to make corporate Surety Bonds under the laws of the State of Florida, and that he had

of _____ COMPANY _____ of _____ BOSTON, MASSACHUSETTS _____ a company

agent, properly licensed under the laws of the State of Florida to represent LIBERTY MUTUAL INSURANCE

who being duly sworn, deposit and says that he is a duly authorized insurance

Before me, the undersigned County, personally appeared _____ DENISE TAYLOR

STATE OF FLORIDA, COUNTY OF HILLSBOROUGH

Note: Surety must be company acceptable as Surety on Federal Bonds. Power-of-Attorney showing County of Surety's Agent or Attorney-in-Fact shall be furnished. Affix Corporate Seals of Bidder (if a corporation) and Surety. Secretary or Assistant Secretary must attest signature of corporation officer.

INQUIRIES: (813) 281-2095

Address: 7650 COURTNEY CAMPBELL CAUSEWAY, SUITE 920 TAMPA, FL 33607

Name of Agency: HILLS CORPSON CORPORATION OF FLORIDA

Title: FLORIDA LICENSED RESIDENT AGENT

Florida Resident Agent
DENISE TAYLOR

Countersigned:

Agent:

Kimberly A. Waller

KIMBERLY A. WALLER

CHANGE ORDER APPROVAL FORM

PROJECT: Amelia Island Parkway

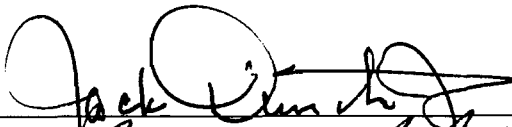
CHANGE ORDER NUMBER: 001

DATE: December 14, 1998

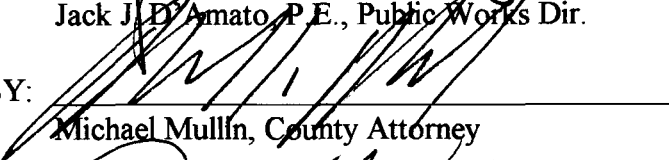
CONTRACT NUMBER: NC003-98

TO CONTRACTOR: APAC - Georgia, Inc. Savannah Division

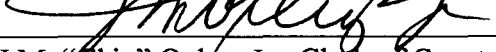
Original Contract Sum.....	\$	<u>1,932,628.58</u>
Net Change by Previous Change Order.....	\$	<u>0</u>
Net Change by Previous Supplemental Agreement.....	\$	<u>0</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,932,628.58</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(5,200.00)</u>
New Contract Sum Including this Change Order.....	\$	<u>1,927,428.58</u>

APPROVED BY: 
Jack J. D'Amato, P.E., Public Works Dir.

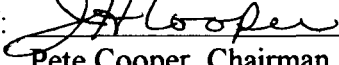
DATE: 12.14.98

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 12-15-98

APPROVED BY: 
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 12.15.98

APPROVED BY: 
Pete Cooper, Chairman

DATE: 12.15.98

Nassau County
Department of Public Works

County
Contractor
Field
Other

CHANGE ORDER

PROJECT: Amelia Island Parkway

CHANGE ORDER NUMBER: 001

DATE: November 30, 1998

CONTRACT NUMBER: NC-003-98

TO CONTRACTOR: APAC-Georgia, Inc. Savannah Division

Post Office Box 2017 Kingsland, Georgia 31548

The contract is changed as follows:

Delete Line Item No. 0165 - 130 LF of 19" x 30" Concrete Pipe - Cross Drain located at Sta. 53+55.50

Original Contract Sum.....	\$	<u>1,932,628.58</u>
Net Change by Previous Change Order.....	\$	<u>0</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,932,628.58</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(5,200.00)</u>
New Contract Sum Including this Change Order.....	\$	<u>1,927,428.58</u>

The Contract Time for substantial completion will be changed by 0 days.

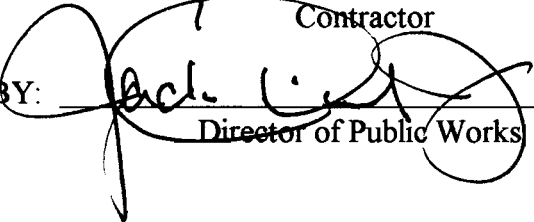
This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: 
Construction Engineer Inspector

DATE: 11-30-98

ACCEPTED BY: 
Contractor

DATE: 12-14-98

APPROVED BY: 
Director of Public Works

DATE: 12-21-98

TO John

FROM Daun

SUBJECT Change Order #001 - Amelia Island Parkway

FOLD NO. 9 or 10

MESSAGE

Please attach this original signed change order with the original Change Order Approval form for the Amelia Island Parkway that was approved on 12/14/98 by the Board. Any questions please call 57600. Thanks!

DATE 12/21/98 SIGNED [Signature]

REPLY

FOLD FOR NO. 9

FOLD FOR NO. 10

DATE _____ SIGNED _____



SENDER: DETACH AND RETAIN YELLOW COPY, SEND WHITE AND PINK COPIES. RECIPIENT: RETAIN WHITE COPY, RETURN PINK COPY.

44-902 • Triplicate
44-904 • Quadruplicate

Carbonless Snap-A-Way® Forms ©1993 ACCO USA, Inc.

CHANGE ORDER APPROVAL FORM

PROJECT: Amelia Island Parkway

CHANGE ORDER NUMBER: 002

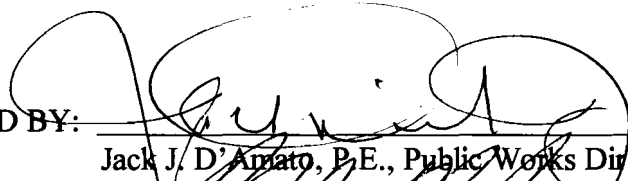
DATE: February 18, 1999

CONTRACT NUMBER: NC003-98

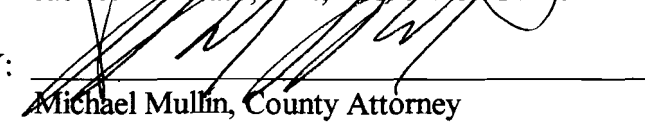
TO CONTRACTOR: APAC – Georgia, Inc. – Savannah Division

Post Office Box 2017 Kingsland, Georgia 31548

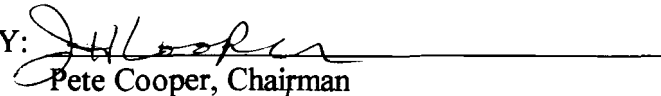
Original Contract Sum.....	\$	<u>1,932,628.58</u>
Net Change by Previous Change Order.....	\$	<u>(5,200.00)</u>
Net Change by Previous Supplemental Agreement.....	\$	<u>1,396.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,928,824.58</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>5,200.00</u>
New Contract Sum Including this Change Order.....	\$	<u>1,934,024.58</u>

APPROVED BY: 
Jack J. D'Amato, P.E., Public Works Dir.

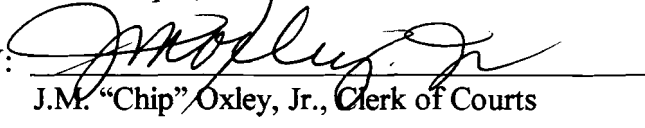
DATE: 2.19.99

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 2/22/99

APPROVED BY: 
Pete Cooper, Chairman

DATE: 2/22/99

APPROVED BY: 
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 2/22/99

Nassau County
Department of Public Works

County
Contractor
Field
Other

CHANGE ORDER

PROJECT: Amelia Island Parkway

CHANGE ORDER NUMBER: 002

DATE: January 19, 1999

CONTRACT NUMBER: NC-003-98

TO CONTRACTOR: APAC - Georgia, Inc. Savannah Division

Post Office Box 2017 Kingsland, Georgia 31548

The contract is changed as follows:

This Change Order is for the purpose of deleting Change Order No. 001 which deleted Line Item No. 0165. Add Line Item No. 0165 (130 LF of 19" x 30" Concrete Pipe Cross Drain located at Sta. 53+55.50) back to the contract.

Original Contract Sum.....	\$	<u>1,932,628.58</u>
Net Change by Previous Change Order.....	\$	<u>(3,804.00)</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,928,824.58</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>5,200.00</u>
New Contract Sum Including this Change Order.....	\$	<u>1,934,024.58</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: 
Construction Engineer Inspector

DATE: 1-19-99

ACCEPTED BY: 
Contractor

DATE: 1-27-99

APPROVED BY: 
Director of Public Works

DATE: 2-16-99