



**Nassau County Public Works Department**  
 2290 State Road 200  
 Fernandina Beach, Florida 32034-3056

Jack D'Amato, Jr., PE  
 Director of Public Works

Dennis Close  
 Road & Bridge Superintendent

**MEMORANDUM**

**TO :** Marianne Marshall, Chairman

**FROM :** Jack J. D'Amato, P.E., Public Works Director

**DATE :** May 3, 2001

**SUBJECT :** CR 119 – Execution of Contract with Underground Utility Contractors

Dictated but not proof read by  
 Mr. D'Amato — Mailed in his  
 Absence to avoid delay.

**Background:**

Staff respectfully requests that the Board of County Commissioners approve and execute the contract with Underground Utility Contractors for the roadway improvements being performed on CR 119.

**Recommendation:**

Staff recommends that the Board of County Commissioners approve and execute the contract with Underground Utility Contractors for the above referenced project.

A TRUE COPY OF THIS  
 MEMORANDUM IS BEING  
 MAILED 5/9/01  
 OR

01 MAY - 11:55:05

**A G R E E M E N T**

THIS AGREEMENT entered into this 9th day of May, 2001, 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 **UNDERGROUND UTILITY CONTRACTORS, INC.**, doing business as (a corporation, a partnership, or an individual), 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 "CR 119 ROADWAY IMPROVEMENTS", NASSAU COUNTY, FLORIDA, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, leveling existing roadway from quarter crown out to edge of pavement four and one half (4.5) feet wide. Place two (2) foot widening on both lanes. Place modified crack relief, crack seal and overlay entire roadway with two (2) inches of S-1 asphalt. All Work is to be performed per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 1991, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALLY** complete the same within seventeen (17) consecutive calendar days, and fully complete the Project in a total of twenty (20) days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. 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 as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after sixty (60) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, 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 sum named in the proposal, to-wit:

\$534,247.76

(Amount of Proposal)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

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. Agreement
- b. Certificate of Owner's Attorney
- c. Notice to Proceed
- d. Hold Harmless Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first above written.


OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

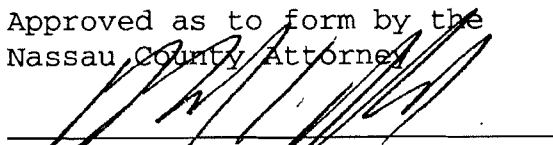


MARIANNE MARSHALL  
Its: Chairman

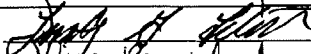
ATTEST:

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

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

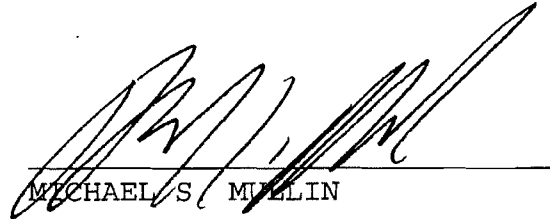
CONTRACTOR:

Underground Utility Contractors, Inc.  
By:   
Its: Vice President

**CERTIFICATE OF OWNER'S ATTORNEY**

I, MICHAEL S. MULLIN, the undersigned, the duly authorized and acting legal representative of Nassau County, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative(s); that said representatives have full power and authority to execute said agreement(s) on behalf of the respective parties named thereon; and that the foregoing agreement(s) constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

  
MICHAEL S. MULLIN

Date: May 9, 2001

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

**NOTICE TO PROCEED**

To: Underground Utility Contractors Date: May 9, 2001  
119 Industrial Drive  
St. Mary's GA 31558 Project: Bid No. \_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated the 9th day of May 2001, 2000, on or before the 24th day of May 2001, 2000, and you are to substantially complete the Work within 17 consecutive calendar days, and fully complete the Project in a total of 20 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore May 29, 2001.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL  
Its: Chairman

ATTEST:



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

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice To Proceed is hereby  
acknowledged by:

\_\_\_\_\_, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
4/25/01

**PRODUCER**  
Palmer & Cay of Georgia, Inc.  
Brunswick  
P. O. Box 40  
Brunswick, GA 31521

**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 BELOW.**

**COMPANIES AFFORDING COVERAGE**

**INSURED**  
Underground Utility Contractors, Inc.  
119 Industrial Drive  
St. Mary's GA 31558

- COMPANY A Georgia Casualty & Surety Co
- COMPANY B Builders Insurance (a Mutual)
- COMPANY C
- COMPANY D

**COVERAGES**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CMP0012728	3/15/01	3/15/02	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED EXP (Any one person) \$ 10000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA0021712	3/15/01	3/15/02	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	UMB0100427	3/15/01	3/15/02	EACH OCCURRENCE \$ 3000000 AGGREGATE \$ 3000000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL OTHER	03400001173101	3/15/01	3/15/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
Project Title: County Road 119

**CERTIFICATE HOLDER**  
Nassau County Board of Commissioners  
191 Nassau Place  
Yulee, FL 32097

**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 CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Jerry M. ...*



INSERT CERTIFICATE(S) OF INSURANCE

**HOLD HARMLESS AGREEMENT**

Underground Utility Contractors, Inc., its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless, and defend the Board of County Commissioners of Nassau County, Florida, and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the Owner as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the Contractor, its agents, servants, or employees during and as a result of the performance under this Contract whether direct or indirect, and whether to any person or property to which the Owner or said parties may be subject.

Name of Firm: Underground Utility Contractors, Inc

Name of Agent: Timothy G. Faircloth

Title of Agent: Vice President

Signature of Agent: 

Date: 5/2/01

NOTICE TO PROCEED

To: Underground Utility Contractors Date: May 9, 2001  
119 Industrial Drive Project: Bid No. \_\_\_\_\_  
St. Mary's, GA 31558

You are hereby notified to commence work in accordance with the Agreement dated the 9th day of May 2001, ~~2000~~, on or before the 24th day of May 2001, ~~2000~~, and you are to substantially complete the Work within 17 consecutive calendar days, and fully complete the Project in a total of 20 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore May 29, 2001.


OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



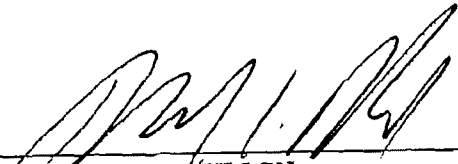
MARIANNE MARSHALL  
Its: Chairman

ATTEST:



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

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby  
acknowledged by:

— Timothy G. Faircloth, this 14<sup>TH</sup> day  
of MAY, 2001.

Underground Utility Contractors, Inc  
BY: James H. Gabbit  
Its: UGC PRESIDENT



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

Nick Deonas  
David C. Howard  
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

VIA EXPRESS MAIL

May 11, 2001

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

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Mr. Timothy Faircloth, Vice President  
Underground Utility Contractors, Inc.  
119 Industrial Drive  
St. Mary's, GA 31558

RE: Agreement for CR 119 roadway improvements

Dear Mr. Faircloth:

Enclosed is a fully executed agreement between Nassau County Board of County Commissioners and Underground Utility Contracts, Inc., including the Certificate of Owner's Attorney, Notice to Proceed, and Hold Harmless Agreement for the referenced project as approved by the Board on May 9, 2001.

Please return for our records a copy of the Notice to Proceed executed by your firm. A self-addressed return envelop is enclosed for your convenience.

Should you have any questions or if I can be of any service to you, please call me.

Sincerely,

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

/ca

Enclosure

xc: Ms. Dawn Stevenson, Contracts Manager  
Financial Services Department  
Board Administration

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

*An Affirmative Action / Equal Opportunity Employer*