

AGREEMENT

THIS AGREEMENT entered into this 27th day of March, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and Capital Concrete, a division of FLORIDA ROCK INDUSTRIES, 700 Palmetto Street, Jacksonville, Florida, 32202, hereinafter referred to as "Vendor".

WITNESSETH:

WHEREAS, The Board of County Commissioners of Nassau County, Florida, sent out a solicitation for competitive sealed bids in October 2005 for Ready Mix Concrete. Bids were to be received by November 2, 2005 at the office of the Ex-Officio Clerk, at the Nassau County Judicial Annex.

WHEREAS, at the bid opening by the office of the Ex-Officio Clerk of Nassau County at 2:05 P.M., no bids were received for the Ready Mix Concrete Bid No. 06-18.

WHEREAS, by following the purchasing policy for the County, the Road and Bridge Department obtained four (4) informal quotes for Ready Mix Concrete products. The recommended low bidder was Florida Rock Industries, based on the lowest total cost valuation.

WHEREAS, Florida Rock Industries in their quote offered to provide a firm price until June 30, 2006, after which prices will be increased by a maximum of \$6.00 per cubic yard. Starting on July 1, 2006, these increased prices will be in effect until December 31, 2006.

WHEREAS, the Board of County Commissioners, Nassau County, on March 8, 2006, approved Florida Rock Industries as the apparent low bidder for "Ready Mix Concrete" until

December 31, 2006 and approved the preparation of a contract. The Funding Source that was approved was the Road and Bridge materials account and/or specific road project accounts as these materials are utilized.

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

SECTION 1. SERVICES

The County does hereby retain the Vendor to furnish materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required materials shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. FDOT SPECIFICATION

All materials to be furnished must conform to the latest published edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and all subsequent revisions. Design mixes for each concrete and cement product offered shall be submitted utilizing the FDOT standard "Concrete Mix Design".

SECTION 3. TERM

This agreement shall commence effective upon execution by both parties and extend to December 31, 2006. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect

until delivery and acceptance of the materials authorized by the Purchase Order.

SECTION 4. AUTHORIZATION FOR SERVICES

Authorization for performance of services by the Vendor under this Agreement shall be in the form of written Purchase Orders issued and executed by the County. The County makes no covenant or promise as to the number of available Purchase Orders, nor that, the Vendor will perform any Purchase Order for the County during the life of this Agreement.

SECTION 5. COMPENSATION

The County agrees to compensate the Vendor for the materials called for under this Agreement on a "Fixed Fee" basis as provided in the quote submitted by the Vendor, attached hereto as Exhibit A. When a Purchase Order is issued for a "Fixed Fee Basis", then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. PAYMENT AND BILLING

(a) The Vendor shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the Vendor be paid more than the Fixed Fee amount per unit price stated within each Purchase Order.

(b) Payments shall be made by the County to the Vendor, when requested, as work progresses for services furnished. Each Purchase Order shall be invoiced separately. Vendor shall render to County, an itemized invoice, properly dated, describing any services rendered, and the cost of the services, the name and address of the Vendor, Purchase Order Number, and all other information required by this Agreement.

(c) Payment shall be made after review and approval by the County, including the Clerk's Office, within forty-five (45) days from receipt of invoice, in accordance with Florida Statute 218, Florida Prompt Payment Act.

SECTION 7. DELIVERY

Deliveries are to be made during the normal working hours of the County, unless otherwise specified. The Vendor shall deliver the materials to County job sites anywhere within Nassau County.

SECTION 8. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be made by the County. All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

SECTION 9. TERMINATION

(a) The County may, by written notice to the Vendor terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its Agreement obligations. Upon receipt of such notice, the Vendor shall immediately discontinue all services affected unless the notice directs otherwise

(b) If the termination is for the convenience of the County, the Vendor shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the Vendor to fulfill its Agreement obligations, the County may take over the work and prosecute the same to completion by

other agreements or otherwise. In such case, the Vendor shall be liable to the County for all reasonable additional costs occasioned to the County thereby. The Vendor shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Vendor, provided, however, that the Vendor shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the Vendor.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the Vendor had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the County. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the Department Director with a copy to the County Administrator and provided by overnight mail, UPS,

FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the Department Director or their designee and a representative of the Vendor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Director or his/her designee, and the County Attorney and the County Administrator and the Department Director or their designee(s) shall meet with the Vendor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Department Director. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 11. CONTROLLING LAWS AND VENUE

The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the

State of Florida. Any and all legal action necessary to enforce this Agreement, shall be held in Nassau County, Florida.

SECTION 12. MODIFICATION

This writing contains the entire Agreement of the parties, and shall supercede all previous written and/or oral representations, and/or agreements respecting the same subject matter between the parties. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 13. SEVERABILITY

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

SECTION 14. ENTIRE AGREEMENT

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the county. Such statements

shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

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:

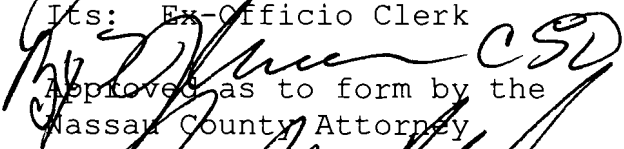
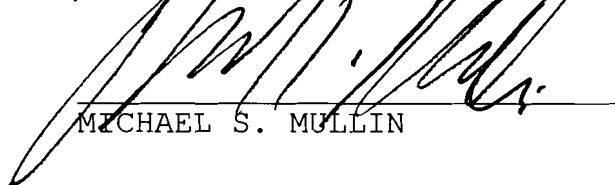
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



THOMAS D. BRANAN, JR.
Its: Chairman

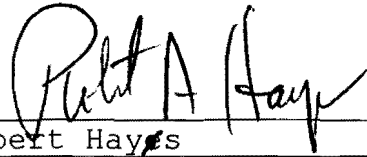
ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

VENDOR: FLORIDA ROCK INDUSTRIES

A handwritten signature in black ink, appearing to read "Robert A. Hayes", written over a horizontal line.

By: Robert Hayes

Its: Division President

EXHIBIT "A"
FLORIDA ROCK INDUSTRIES
Capitol Concrete Division

700 Palmetto Street Jacksonville, FL 32202
 (904) 354-8288 Fax (904) 354-8450

March 16, 2006

Page 1 of 1

NASSAU CTY ROAD & BRIDGE DEPT
 37356 PEA FARM ROAD
 HILLIARD, FL 32046

Various Locations

Nassau County, FL

ATTN: Charolette

Bid Date: January 17, 2006 Quote No. 3083

Budget Quotation

We are pleased and grateful for allowing us to quote the Ready Mix concrete, and other building products, for delivery to the referenced project as follows:

2500 PSI - EC41AC	\$ 89.00	PER YARD
3000 PSI - EC42AC	90.00	PER YARD
3000 PSI - 5" Pump Mix - EC45AC	91.50	PER YARD
3500 PSI - EC47AC	92.50	PER YARD
4000 PSI Grout - G94GB	119.00	PER YARD
Flowable Fill - JFLOW	77.00	PER YARD

Prices firm until 06/30/2006 after which prices will be increased by a maximum of \$6.00. Those prices will be in effect until 12/31/2006. Contact Paige Collins @ 904-545-5274

ORDER UNDER PROJECT # 10951**SHORT LOAD FEES:**

1 - 1 3/4 CY - \$180.00
2 - 2 3/4 CY - \$160.00
3 - 3 3/4 CY - \$140.00
4 - 4 3/4 CY - \$120.00
5 - 5 3/4 CY - \$100.00
6 - 6 3/4 CY - \$80.00
7 - 7 3/4 CY - \$60.00

SH LOAD	Loads under 8 YARDS	1 YD PUMP PRIMER GROUT	250.00/YARD
FUEL SURCHARGE READY MC	20.00/EA	FUEL SURCHARGE BLDG MAT	20.00/EA
FUEL SURCHARGE BLOCK	20.00/EA	ENVIRONMENTAL FEE	1.00/YARD

State and Local taxes are not included.

The above quoted prices are subject to a 1.00% discount if payment is made in accordance with paragraph 1A of the general terms and conditions of sale. This quotation expires 30 days from the date of proposal, but may be made a contract by mutual agreement of the parties involved.

By

Paige Collins, Sales Representative

EXHIBIT "A"
FLORIDA ROCK INDUSTRIES
Capitol Concrete Division
700 Palmetto Street Jacksonville, FL 32202
(904) 354-8286 Fax (904) 354-8450

March 16, 2006

Page 1 of 1

NASSAU CTY ROAD & BRIDGE DEPT
37356 PEA FARM ROAD
HILLIARD, FL 32046

Various Locations

Nassau County, FL

ATTN: Charolette

Bid Date : July 1, 2006

Quote No. 3083

Budget Quotation

We are pleased and grateful for allowing us to quote the Ready Mix concrete, and other building products, for delivery to the referenced project as follows:

2500 PSI - EC41AC	\$ 95.00	PER YARD
3000 PSI - EC42AC	96.00	PER YARD
3000 PSI - 5" Pump Mtx - EC45AC	97.50	PER YARD
3500 PSI - EC47AC	98.50	PER YARD
4000 PSI Grout - G94GB	125.00	PER YARD
Flowable Fill - JFLOW	83.00	PER YARD

Prices firm until 12/31/2006 after which prices will be increased by a maximum of 10.00%. Those prices will be in effect until 06/30/2007. Contact Paige Collins @ 904-545-5274

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- 3 - 3 3/4 CY - \$140.00
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FUEL SURCHARGE READY MC	20.00/EA	FUEL SURCHARGE BLDG MAT	20.00/EA
FUEL SURCHARGE BLOCK	20.00/EA	ENVIRONMENTAL FEE	1.00/YARD

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Paige Collins, Sales Representative