

SECTION 00 52 15

Contract # _____
Bid No.: NC08-028

AGREEMENT

THIS AGREEMENT is dated as of the 8th day of October in the year 2008 by and between Board of County Commissioners, Nassau County (Owner) and Ross & Logan Industries, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project is located at the intersection of 14th Street and Amelia Island Parkway in Fernandina Beach, Florida. The work to be performed is generally described as construction of a rural roundabout and includes:

- Clearing and grubbing, including removal of existing asphalt pavement
- Construction of rural roundabout with asphalt pavement, paved shoulders, and limited curb and gutter
- Construction of roadside swales
- Construction of utility adjustments on an existing water main

All work shall be in accordance with the construction drawings, specifications, and contract documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

14th STREET ROUNDABOUT AT AMELIA ISLAND PARKWAY
BID NUMBER NC08-028
NASSAU COUNTY, FLORIDA

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Ayres Associates Inc, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer In the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of Owner and to fully complete the project as specified in Section 4.02 of this Agreement.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$ 500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A and 5.01B below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as Indicated in Contractor's Bid (attached hereto as an exhibit) for a Total of All Unit Prices of:
- | | |
|---|----------------------|
| Four hundred sixty one thousand seven | |
| hundred ninety nine dollars & fifty-two cents | \$461,799.52 |
| <u>(use words)</u> | <u>(use figures)</u> |

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified Item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as

provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% percent of the Work completed (with the balance being retainage).
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. At 50 percent completion, no additional amounts will be retained unless Engineer certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably store, and accompanied by required documentation.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine or Owner may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in

Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Addenda, if any
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Technical Specifications
 - 6. Construction Drawings
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - c. Project Manual table of contents
 - d. Construction Drawing index
 - e. Performance Bond
 - f. Payment Bond
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders

- d. Certificate of Substantial Completion
 - e. Certificate of Final Inspection
 - f. Certificate of Engineer
 - g. Certificate of Final Completion
 - h. CONTRACTOR's release.
 - i. Drawings and plans
 - j. Supplemental Agreements
 - k. CONTRACTOR's Waiver of Lien (Partial)
 - l. CONTRACTOR's Waiver of Lien (Final and Complete)
 - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - n. Consent of Surety To Final Payment
 - o. Instructions to Bidders
 - p. Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions


None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

OWNER

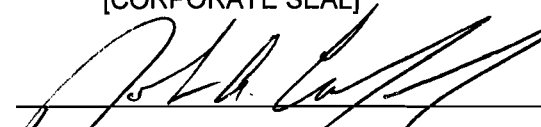
Nassau County Board of County Commissioners

Signed: 

Title: Chair

Date: 10/08/08

[CORPORATE SEAL]

Attest: 

Title: Ex-Officio Clerk

Address for giving notices: EBK 10/10/08

Contract Management

96135 Nassau Place, Suite 6

Yulee, FL 32097

Phone: 491-7377 FAX: 321-2658

Approved as to form by County Attorney



David A. Hallman

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR

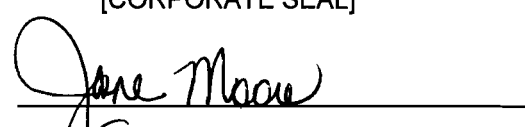
Ross & Logan Industries, Inc.

Signed: 

Title: President

Date: 10/6/08

[CORPORATE SEAL]

Attest: 

Title: Secretary

Address for giving notices:

10817 New Kings Road

Jacksonville, FL 32219

Phone: (904) 378-9700 FAX: (904) 378-9747

License CUC1224583
(Where applicable)

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Profit Corporation

ROSS & LOGAN INDUSTRIES, INC.

Filing Information

Document Number P00000073133

FEI Number 593661336

Date Filed 07/28/2000

State FL

Status ACTIVE

Principal Address

10817 NEW KINGS ROAD
JACKSONVILLE FL 32219

Changed 03/03/2008

Mailing Address

10817 NEW KINGS ROAD
JACKSONVILLE FL 32219

Changed 03/03/2008

Registered Agent Name & Address

LARRY BRANTLEY
10817 NEW KINGS ROAD
JACKSONVILLE FL 32219

Name Changed: 01/28/2003

Address Changed: 03/03/2008

Officer/Director Detail

Name & Address

Title P

LARRY BRANTLEY
10817 NEW KINGS ROAD
JACKSONVILLE FL 32219 US

Title V

KAREN BRANTLEY
10817 NEW KINGS ROAD
JACKSONVILLE FL 32219 US

Title ST

NECESSARY, KIM
10817 NEW KINGS ROAD

JACKSONVILLE FL 32219 US

Annual Reports

Report Year Filed Date

2007	06/18/2007
2007	10/16/2007
2008	03/03/2008

Document Images

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SECTION 00 55 00

NOTICE TO PROCEED

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

PROJECT: 14TH STREET ROUNDABOUT AT AMELIA ISLAND PARKWAY
BID NUMBER NC08-028
NASSAU COUNTY, FLORIDA

You are hereby notified to commence work in accordance with the Agreement dated October 8, 2008.

The Contract time for Substantial Completion is 180 consecutive calendar days from the date of commencement.

The Contract time for Final Completion is 30 consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run November 12, 2008.

The date of Substantial Completion is May 11, 2009.

The date of Final Completion is June 10, 2009.

Nassau County Board of County Commissioners

BY: Marianne Marshall
Marianne Marshall
TITLE: Chair

DATE: 11/05/08

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 12th day of November, 2008.

BY: [Signature]
TITLE: Vice President

END OF SECTION