

CM1346

Contract No. _____
Bid/RFP No. NC08-023

AGREEMENT
CR 121 Guardrail Replacement

THIS AGREEMENT entered into this 8th day of October, 2008, 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 Santa Cruz Construction, Inc., located at 4205 N. Courtenay Parkway, Merritt Island, Florida, 32953, 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- 121 GUARDRAIL REPLACEMENT, NASSAU COUNTY, FLORIDA, BID NO. NC08-023, hereinafter referred to as the "Work".

2. WORK includes, but is not limited to, replacement of existing guardrail at locations on CR 121 as shown in the Summary of Guardrail, attached hereto as Exhibit "A". WORK is to be performed in accordance with the Florida Department of Transportation Construction Procedures and Methods. All materials shall conform to Section 536 and Section 538 of the current 2006 FDOT Standard Specifications for Road and Bridge Construction and 2004 FDOT Roadway and Traffic Design Standards Index 400.

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 fully complete the Project in a total of one hundred eighty (180) days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

2. 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 total bid amount named in the bid, to-wit:

One hundred fifty nine thousand nine hundred seventy three dollars and twenty-three cents (\$159,973.23)
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Work to be paid for on the basis of unit price amount for each of the items listed in the bid summary.

The Owner reserves the right to make additions or deletions to work and/or any portions of the work. Compensation will be agreed to with a negotiated change order.

3. 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.

4. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Sworn Statement
- e. Agreement
- f. Certificate of Owner's Attorney
- g. Notice of Award
- h. Notice to Proceed
- i. Change Order Request
- j. Performance Bond
- k. Hold Harmless Agreement
- l. General Conditions
- m. Special Provisions
- n. FDOT Standard Specifications for Road and Bridge Construction, 2007
- o. FDOT Standard Index Detail, 2006
- p. Summary of Guardrail (Exhibit "A")
- r. Addenda

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

8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

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



MARIANNE MARSHALL
Its: Chair

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

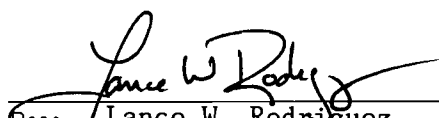
29K 10/29/08

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

SANTA CRUZ CONSTRUCTION, INC.



By: Lance W. Rodriguez

Its: Vice President

EXHIBIT

Exhibit "A"

SUMMARY OF GUARDRAIL																				REMARKS	FIELD BOOK REFERENCE
LOCATION		GUARDRAIL (LF)								END ANCHORAGE ASSEMBLIES (EA)											
STATION	SIDE	ROADWAY		REMOVAL**		THREE BEAM TRANSITION		RESET		SRY 350		PARALLEL		TYPE II		TYPE CRT					
		P	F	P	F	P	F	P	F	P	F	P	F	P	F	P	F				
FROM 173+59.00	R	76								2											
TO 175+09.00																					
FROM 175+09.00	L	76								2											
TO 173+59.00																					
FROM 236+65.00	R	76		176						2											
TO 236+45.00																					
FROM 236+45.00	L	75		146						2											
TO 236+05.00																					
FROM 296+00.25	R	62.5		130						2											
TO 296+46.75																					
FROM 296+46.75	L	62.5		130						2											
TO 295+09.25																					
FROM 719+34.75	R	62.5		175						2								See Std. Index #250			
TO 717+97.25																					
FROM 719+34.75	L	62.5		175						2								See Std. Index #250			
TO 717+97.25																					
FROM 1181+55.5	L	50		144						2								See Std. Index #250			
TO 1182+80.5																					
FROM 1182+80.50	R	50		150						2								See Std. Index #250			
TO 1181+60.50																					
FROM 1261+16.25	L	62.5		160						2								See Std. Index #250			
TO 1263+16.75																					
FROM 1263+16.75	R	62.5		160						2								See Std. Index #250			
TO 1261.81.25																					
FROM 1467+79.50	L	50								2								See Std. Index #250			
TO 1469+04.50																					
FROM 1469+29.5	R	100								2								See Std. Index #250			
TO 1467+54.50																					
FROM 1789+61.25	L	62.5		120						2								See Std. Index #250			
TO 1781.16.75																					
FROM 1784+68.75	R	62.5								2								See Std. Index #250			
TO 1786+31.25																					
FROM 1826+77.25	R	62.5		140						2								See Std. Index #250			
TO 1828+147.6																					
FROM 1826+77.25	L	62.5		140						2								See Std. Index #250			
TO 1828+14.76																					
Total		1175		1940						36											

** LENGTH OF GUARDRAIL TO BE REMOVED INCLUDES END ANCHORAGE ASSEMBLIES



RECEIVED
CONTRACT MANAGEMENT
2008 NOV 26 PM 2: 21

4205 N. Courtenay Parkway
Merritt Island, FL 32953
(321) 452-3190
FAX (321) 459-3358
scci@santacruzconstruction.com

November 24, 2008

Nassau County Board of
County Commissioners
Contract Management
96135 Nassau Place, Suite #6
Yulee, FL 32097

ATTN: Charlotte Young

REF: CR 121 Guardrail Replacement

Dear Charlotte:

Please find enclosed the Performance Bond for the above referenced project. Also enclosed is a copy of the Insurance Certificate; you should be receiving an original directly from our Insurance Company.

Thank you in advance for your cooperation and assistance.

Sincerely,

Dacks C. Rodriguez
Vice President

enclosures

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MR SANC005	DATE (MM/DD/YYYY) 11/19/08
PRODUCER HSH Ins & Bonds of Brevard LLC 400 High Point Dr, Suite 200 Cocoa FL 32926 Phone: 321-639-3055 Fax: 321-639-2077		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.	
INSURED Santa Cruz Construction Inc. Dacks Rodriguez 4205 No. Courtenay Parkway Merritt Island FL 32953		INSURERS AFFORDING COVERAGE:	NAIC #
		INSURER A: Transportation Insurance Co	20494
		INSURER B: Continental Casualty Co	9165
		INSURER C: Am Casualty Co of Reading PA	20427
		INSURER D: Federal Insurance Company	20281
		INSURER E:	


COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2083998190	10/01/08	10/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 1,000,000	
					MED EXP (Any one person) PERSONAL & ADJ INJURY GENERAL AGGREGATE PRODUCTS - COMPOP AGG	\$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	
A	AUTOMOBILE LIABILITY <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	2083452120	10/01/08	10/01/09	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000	
					BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$ \$	
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2083452201	10/01/08	10/01/09	EACH OCCURRENCE AGGREGATE	\$ 2,000,000 \$ 2,000,000 \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OWNER/MEMBER EXCLUDED? If yes, describe below SPECIAL PROVISIONS below	WC283452165	10/01/08	10/01/09	<input checked="" type="checkbox"/> WORK STATE POLICY LIMITS <input type="checkbox"/> OTHER	EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D	Equipment Floater	45462709	10/01/08	10/01/09	Leased/ Rented	\$100,000 \$5,000 ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: CR121 Guardrail Project

CERTIFICATE HOLDER NASSCO1 Nassau County Board of County Commissioners 76347 Veterans Way Yulea FL 32907	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That
Santa Cruz Construction, Inc. (Name of Contractor)
4205 N. Courtenay Parkway, Merritt Island, FL 32953 (Address of Contractor), a
Florida, (corporation, ~~XXXXXXXXXXXXXXXXXXXX~~),
 hereinafter called "Principal", Ohio Casualty Insurance Company (Name
 of Surety), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU
 COUNTY, FLORIDA, a political subdivision of the State of
 Florida, hereinafter referred to as "Owner", total aggregate
 penal sum of \$159,973.23 Dollars (\$ 159,973.23), in
 lawful money of the United States, for the payment of which sum
 well and truly to be made, we bind ourselves, our heirs,
 executors, administrators, successors, and assigns, jointly and
 severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the
 Principal entered into a certain contract with the Owner, dated
 the 05 day of November, 2008, a copy of which is
 attached hereto and made a part hereof for the construction of:

**CR-121 GUARDRAIL REPLACEMENT
 NASSAU COUNTY, FLORIDA
 BID NO. NC08-023**

NOW, THEREFORE, if the Principal shall well, truly, and
 faithfully perform its duties, all the undertakings, covenants,
 terms, conditions, and agreements of said contract during the
 original term thereof, and any and all extensions thereof which
 may be granted by the Owner, with or without NOTICE TO THE
 SURETY and during the one (1) year guaranty period and IF THE
 PRINCIPAL shall satisfy all claims and demands incurred under
 such contract, and shall fully indemnify and save harmless the
 Owner from all costs and damages which it may suffer by reasons
 of failure to do so, and shall reimburse and repay the Owner all
 outlay and expense which the Owner may incur in making good any
 default, then this obligations shall be void, otherwise to
 remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value
 received hereby stipulates and agrees that no change, extension
 of time, alteration or addition to the terms of the contract or
 to Work to be performed thereunder or the SPECIFICATIONS
 accompanying same shall in any way affect its obligation on this
 BOND, and it does hereby waive notice of any such change,
 extension of time, alteration or attain to the terms of the
 contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more the twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in one (number), one of which shall be deemed an original, this 18th day of November, 20 08.

Santa Cruz Construction, Inc.
Principal

ATTEST:

Martha Rodriguez
(Principal) Secretary

By: D.R. Rodriguez
Dacks Rodriguez Vice-President

(Seal)

Charlotte Edmondson
(Witness as to Principal)

4205 N. Courtenay Parkway
(address)

Merritt Island, FL 32953

Ohio Casualty Insurance Company
Surety

Greg Spender
Greg Spender Attorney-in-Fact

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 38-810

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **Lenita W. Wright, Antonio Lauretta or Greg Spencer of Cocoa, Florida** its true and lawful agent(s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **SIX MILLION (\$6,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **25th day of July, 2005**.



Sam Lawrence
Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **25th day of July, 2005** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory
Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

In WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 18 day of November, 08



Mark E. Schmidt
Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-227-2474

NOTICE TO PROCEED
CR 121 GUARDRAIL REMOVAL/REPLACEMENT

To: Santa Cruz Construction
4205 N. Courtenay Parkway
Merritt Island, FL 32953

Date: 12/18/08

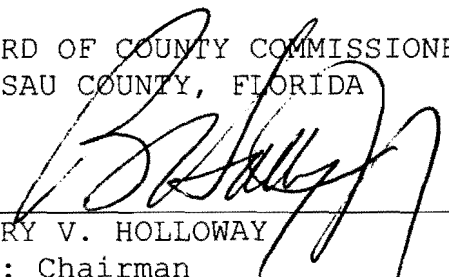
Project: CR121 Guardrail Removal/Replacement
Bid No. NC08-023

Contract No. CM1346

You are hereby notified to commence work in accordance with the Agreement dated the 8th day of October, 2008, on or before the 29th day of December, 2008, and you are to fully complete the Project in a total of one hundred eighty (180) days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore June 27, 2009.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



BARRY V. HOLLOWAY
Its: Chairman

ATTEST TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

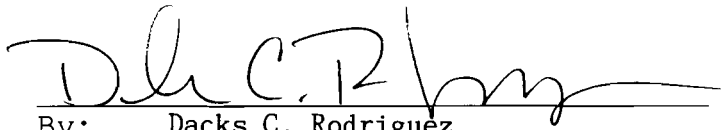


DAVID A. HALLMAN

ACCEPTANCE OF NOTICE

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

Santa Cruz Construction, Inc., this 29th day
of December, 2008.



By: Dacks C. Rodriguez

Its: Vice President