

Contract No. CN08-116  
Bid/RFP No. NC08-001

**AGREEMENT**

**CR 115 - Old Dixie Highway Reconstruction Project  
(US-1 to Bypass Road)**

THIS AGREEMENT entered into this 18th day of June, 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 A. J. Johns, Inc., 3225 Anniston Road, Jacksonville, Florida 32246, doing business as a corporation, 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-115 OLD DIXIE HIGHWAY RECONSTRUCTION (US-1 TO BYPASS ROAD), NASSAU COUNTY, FLORIDA, BID NO. NC08-001, hereinafter referred to as the "Work".

2. WORK includes, but is not limited to, clearing and grubbing, fill, excavation, pavement, pond construction, drainage structures, signing and pavement marking, erosion control, and maintenance of traffic. WORK is to be performed in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2007, The Florida Department of Transportation, Design Standards, dated 2006, and Nassau County Roadway and Drainage Standards Ordinance 99-17, dated May 1999.

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 project within two hundred and fifty (250) consecutive calendar days, and fully complete the Project in a total of three hundred sixty-five (365) 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 one hundred fifteen (115) 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.

The contractor agrees to complete all work required to limit the period, where traffic is limited to one-way operation within the vicinity of Callahan Middle School, to one hundred and twenty (120) days.

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 lump-sum named in the proposal, to-wit:

Two million four hundred seventy three thousand seven hundred twenty two and 00/100 (\$2,473,722.00)  
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Lump Sum 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. Bid Bond
- f. Agreement
- g. Certificate of Owner's Attorney
- h. Notice of Award
- i. Notice to Proceed
- j. Change Order Request
- k. Performance Bond
- l. Payment Bond
- m. Hold Harmless Agreement
- n. General Conditions
- o. Special Provisions (Roadway and Utilities)
- p. Technical Special Provisions
- q. Specifications prepared by the Engineer
- r. Construction Plans prepared by the Engineer
- s. Soils Report
- t. Addenda

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

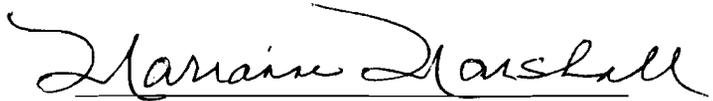
8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

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: *To Signature only*



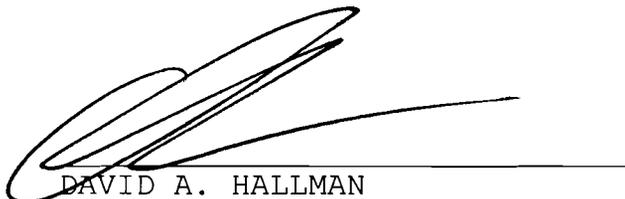
EBK  
6/19/08

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

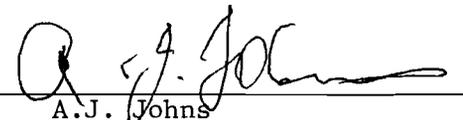


Approved as to form by the  
Nassau County Attorney



DAVID A. HALLMAN

CONTRACTOR:



By: A.J. Johns  
Its: President

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/25/2008

PRODUCER (904)353-3181 FAX (904)353-5722  
Cecil W. Powell & Co.  
P.O. Drawer 41490 COUNTY COMMISSIONER'S OFFICE  
219 Newnan St.  
Jacksonville, FL 32203-1490

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 A.J. Johns, Inc., ~~08 JUN 26 AM 11:46~~ ~~08 JUN 26 AM 11:46~~ Inc., & American Sock, LLC  
3225 Anniston Rd  
Jacksonville, FL 32246

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FCCI Commercial Insurance Company	
INSURER B: National Trust Insurance Company	
INSURER C: Bridgefield Employers Ins Company	
INSURER D:	
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.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0099800	04/27/2008	04/27/2009	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CA00044865	04/27/2008	04/27/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB00022715	04/27/2008	04/27/2009	EACH OCCURRENCE	\$ 10,000,000
					AGGREGATE	\$ 10,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	83028264	01/01/2008	01/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Ref: Contract #08-116 / CR115 - Old Dixie Highway Reconstruction Project (US-1 to Bypass Road)

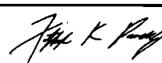
## CERTIFICATE HOLDER

Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Bch, FL 32035-1010

## 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Fitzhugh K. Powell Jr., AAI, 

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DATE (MM/DD/YYYY)  
06/25/2008

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 P.O. Drawer 41490  
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 Jacksonville, FL 32203-1490

COUNTY COORDINATOR'S OFFICE

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INSURERS AFFORDING COVERAGE NAIC #

INSURED A.J. Johns, Inc., ~~08 JUN 26 AM 11:16~~ ~~08 JUN 26 AM 11:16~~ Inc., &  
 American Sock, LLC  
 3225 Anniston Rd  
 Jacksonville, FL 32246

INSURER A: FCCI Commercial Insurance Company  
 INSURER B: National Trust Insurance Company  
 INSURER C: Bridgefield Employers Ins Company  
 INSURER D:  
 INSURER E:

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	GL0099800	04/27/2008	04/27/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	CA00044865	04/27/2008	04/27/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
B		GARAGE LIABILITY	UMB00022715	04/27/2008	04/27/2009	AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
B		EXCESS/UMBRELLA LIABILITY	83028264	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83028264	01/01/2008	01/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Ref: Contract #08-116 / CR115 - Old Dixie Highway Reconstruction Project (US-1 to Bypass Road)

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AUTHORIZED REPRESENTATIVE

Fitzhugh K. Powell Jr., AAI, 

**NOTICE TO PROCEED**

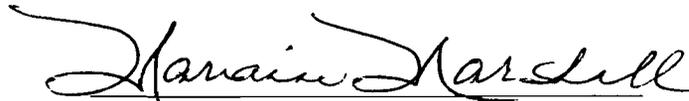
**CR 115 - OLD DIXIE HIGHWAY RECONSTRUCTION**

To: A. J. Johns, Inc, Date: 07/16/08  
3225 Anniston Road Project: Bid No. NC08-001  
Jacksonville, Florida 32246 Contract No. CN08-116

You are hereby notified to commence work in accordance with the Agreement dated the 18th day of June, 2008, on or before the 21st day of July, 2008, and you are to substantially complete the Work within 250 consecutive calendar days, and fully complete the Project in a total of 365 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore July 21, 2009.

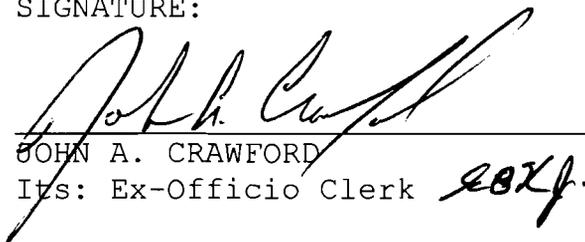
OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL  
Its: Chair

ATTEST TO CHAIRMAN'S  
SIGNATURE:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EBX* 7/16/08

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:

MARTY ADAMS, this 21<sup>st</sup> day of  
July, 2008.

By: Marty Adams  
Its: Project Manager