

A G R E E M E N T

THIS AGREEMENT entered into this 12TH day of June, 2002, 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 **APAC-Florida, 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 "US 1 AND CHURCH ROAD TURN LANE", NASSAU COUNTY, FLORIDA, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, the installation of a right turn lane at the intersection of US 1 and Church Road. All Work is to be performed per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 1991, and supplements thereto.

3. The Contractor will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALY** complete the same within ninety (90) consecutive calendar days, and fully complete the Project in a total of one hundred twenty (120) 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 established date of final completion, and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) 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 duly awarded this Contract to above named Contractor, for the sum named in the proposal, to-wit:

\$65,452.73 (See attached Exhibit "A" for Unit Prices)
(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 accordance with the Florida Prompt Payment Act, F.S. Chapter 218.70.

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

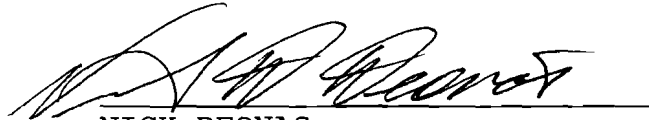
- a. Agreement
- b. Notice to Proceed
- c. Hold Harmless Agreement

3. 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



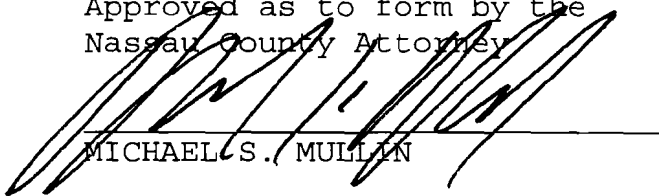
NICK DEONAS
Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONTRACTOR:



By: WILLIAM C. SHELTON, III
Its: VICE-PRESIDENT

NOTICE TO PROCEED

To: APAC-Florida Date: June 12, 2002

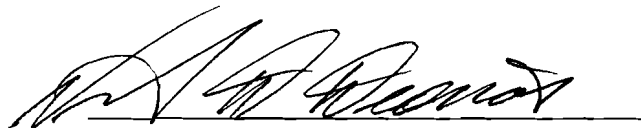
Project: Bid No. _____

For Church Road/US 1 Turn Lane Construction

You are hereby notified to commence work in accordance with the Agreement dated the 12th day of June, 2002, on or before the 22nd day of June, 2002, and you are to substantially complete the Work within 90 consecutive calendar days, and fully complete the Project in a total of 120 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore October 10, 2002.


OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK DEONAS
Its: Chairman

ATTEST:



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

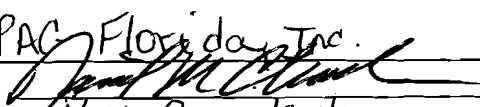
Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

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

APAC-Florida, Inc., this 21st day
of June, 2002.

APAC-Florida, Inc.
By: 
Its: Vice President

CERTIFICATE OF INSURANCE

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 LISTED BELOW.

| | |
|---|--|
| Name and Address of Agency United Service Agency, Inc. Post Office Box 11765 Lexington, Kentucky 40577 | Company Letter Companies Affording Coverages <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;"> A B C D E F G H I </div> <div> Pacific Employers Insurance Company </div> </div> |
| Name and Address of Insured APAC-Florida, Inc., Jacksonville Division P.O. Box 24728 Jacksonville, FL 32241 | |

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| Company Letter | Type of Insurance | Policy Number | Policy Expiration Date | Limits of Liability in Thousands (000) | | |
|----------------|---|------------------------------------|------------------------|---|-----------------|------------------|
| | | | | | Each Occurrence | Policy Aggregate |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES - OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTURAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY | LAB 26609 Effective: 12/1/98 | 12/01/02 | PERSONAL INJURY INCLUDING BODILY INJURY PROPERTY DAMAGE | \$ | \$ |
| | | | | PERSONAL INJURY, BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 1,000 | \$ 1,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED | LAB 26609 Effective: 12/1/98 | 12/01/02 | BODILY INJURY (EACH PERSON) BODILY INJURY (EACH OCCURRENCE) | \$ | |
| | | | | PROPERTY DAMAGE | \$ | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 1,000 | |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ | \$ |
| A | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | WLR C4 311097-4 | 12/01/02 | STATUTORY | | |
| | | | | | \$ 1,000 | (EACH ACCIDENT) |
| | | | | | \$ | \$ |
| | | | | | \$ | \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

US 1 & Church Rd, Nassau County, FL APAC #774241

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 below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.


| | |
|--|---|
| Name and Address of Certificate Holder Board of County Commissioners of Nassau County, Florida 213 Nassau Place Yulee, FL 32097 | Date Issued: May 8, 2002 <div style="text-align: center;">  <small>AUTHORIZED SIGNATURE</small> </div> |
|--|---|

EXHIBIT "A"



APAC-Florida, Inc.
 Jacksonville Division
 P.O. Box 24728
 Jacksonville, FL 32241-4728

Subcontract Quotation

To: Nassau County - Board of County
 Commissioners

Bid #

Date: 2/25/2002

FAX: 904-491-2001

Project: SR-15 - US-1 Turn Lane

Attn: Dawn Stevenson

Location: SR-15 and Church Rd.

| Item # | Description of Work | Unit | Quantity | Price | Amount |
|------------|------------------------------------|---------|----------|-------------|--------------|
| 2110-1-1 | Clearing & Grubbing | LS (HA) | 1(.07) | \$ 7,059.23 | \$ 7,059.23 |
| 2120-1 | Regular Excavation | M3 | 146.0 | \$ 5.60 | \$ 817.60 |
| 2120-6 | Embankment | M3 | 112.00 | \$ 16.22 | \$ 1,816.64 |
| 2160-4 | Type B Stabilization | M2 | 450.00 | \$ 4.24 | \$ 1,908.00 |
| 2285-712 | Optional Base (Group 12) | M2 | 375.00 | \$ 62.00 | \$ 23,250.00 |
| 2300-1-3 | Bituminous Material (Tack Coat) | LT | 135.00 | \$ 4.50 | \$ 607.50 |
| 2334-1-13 | Superpave TL-C | MT | 115.50 | \$ 87.00 | \$ 10,048.50 |
| 2337-7-5 | Asphalt Friction Course (FC-5) | MT | 16.50 | \$ 100.00 | \$ 1,650.00 |
| 2425-1-910 | Inlets (Closed Flume) | EA | 2.00 | \$ 5,253.68 | \$ 10,507.36 |
| 2520-1-10 | Curb and Gutter, Concrete (Type I) | M1 | 97.00 | \$ 32.29 | \$ 3,132.13 |
| 2522-2 | Concrete Sidewalk, 6" thick | M2 | 20.00 | \$ 130.84 | \$ 2,616.80 |
| 2570-5 | Fertilizer | MT | 0.10 | \$ 299.30 | \$ 29.93 |
| 2570-9 | Water for Grassing | KL | 9.00 | \$ 15.75 | \$ 141.75 |
| 2575-1-6 | Sodding (Bermuda) | M2 | 311.00 | \$ 4.83 | \$ 1,502.13 |
| 2706-3 | Retro Refl. Pavement markers (BE) | EA | 16.00 | \$ 5.25 | \$ 84.00 |
| 2710-6 | Directional Arrows, painted | EA | 4.00 | \$ 31.50 | \$ 126.00 |
| 2710-25-61 | Solid Traffic Stripe (white) 6" | M1 | 196.40 | \$ 0.79 | \$ 155.16 |

Unit Price Includes:

All labor, equipment & materials.

TOTAL: \$ 65,452.73

Unit Price Does Not Include:

Erosion Control, Engineering, Testing

Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price.

The prices quoted are binding for 30 days after project bid date. After such date, the prices are subject to escalation based upon increases in costs.

Thank you very much for the opportunity to quote this project. Please call me with any questions.

By: Kevin R. Leadbetter
 Jacksonville DOT Manager
 Title: APAC-Florida, Inc.
 Jacksonville Division

Accepted: Nassau County - Board of County

By: _____

 Date



APAC-Florida, Inc., Jacksonville Division

P.O. Box 24728, Jacksonville, FL 32241-4728

Telephone (904) 288-6300 * Fax (904) 288-6301

LETTER OF TRANSMITTAL

DATE: June 21, 2002

APAC JOB NO. 774241

TO: Nassau County BOCC
P.O. Box 1010
Fernindina Beach, FL 32035-1010

RE: US 1 & Church Rd Turn Lane
Nassau County, FL

ATTN: Joyce Bradley

WE ARE SENDING YOU: X Attached

Under Separate Cover

Shop Drawings

Prints

Change Order

Copy of Letter

Plans

Specifications

X Contract Agreement

Other

COPIES

DATE

DESCRIPTION

| <u>COPIES</u> | <u>DATE</u> | <u>DESCRIPTION</u> |
|---------------|-------------|---|
| 3 EA | 6/21/02 | Executed Contract Agreement for the above referenced project. |

THESE ARE TRANSMITTED as checked below:

For Approval

Approved as Submitted

For your use

As Requested

Approved as Noted

REMARKS:

COPY TO: File

SIGNED

Melinda Lewis

Operations Assistant



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

June 18, 2002

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

Via Express Mail

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. William C. Sheldon, III
Vice President
APAC-Florida, Inc.
Jacksonville Division
11494 Columbia Park Drive, West
Suite 2
Jacksonville, FL 32258

RE: Church Road/US 1 Turn Lane Construction

Dear Mr. Sheldon:

At a regular session of the Nassau County Board of County Commissioners held June 12, 2002 the Board approved and authorized the Chairman to sign the agreement with APAC-Florida for the referenced project. Four original agreements along with the Notices to Proceed are enclosed. Please execute the documents and return three of the original agreements and Notices to Proceed to my office, to the attention of Ms. Joyce Bradley; and keep one original for your records.

Should you have any questions please let me know.

Sincerely,

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

Enclosure

xc: Ms. Dawn Stevenson, Contracts Manager
Financial Services

/ca




Nassau County Public Works
213 Nassau Place
Yulee, FL 32097

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

MEMORANDUM

TO : Nick Deonas, Chairman

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

DATE : May 29, 2002

SUBJECT : Church Road / US 1 Turn Lane Construction
APAC Contract Execution

On February 13, 2002 the Board of County Commissioners approved a proposal from APAC- Florida, Inc. in the amount of \$65,452.73 to construct a right turn lane at US1 and Church Road. Attached is the contract between Nassau County and APAC-Florida to perform said work. A CFD-01 Form has been signed by all necessary parties and funds have been encumbered.

Staff respectfully requests that the Board of County Commissioners approve said contract and authorize the Chairman of the Board to execute the Contract Agreement and the Notice To Proceed.

FERNANDINA
(904) 491-3606
FAX (904) 491-3611

TOLL FREE
1-800-264-2065 1-800-948-3364

ROAD & BRIDGE
(904) 491-3626 or (904) 845-3610
FAX (904) 845-1230