

A G R E E M E N T

AGREEMENT made on September 23rd, 1983, by and between THE BOARD OF COUNTY COMMISSIONERS of Nassau County, Florida, hereinafter referred to as "COUNTY", and GRIFFIS WELL & PUMP COMPANY, of ROUTE 1, BOX 735 CALLAHAN, FLA. 32011, hereinafter referred to as "CONTRACTOR";

In consideration of the mutual covenants set forth below, CONTRACTOR and COUNTY agree as follows:

1.) Description Of and Time for Work. CONTRACTOR shall perform in accordance with the contract plans and specifications, herein called "CONTRACT DOCUMENTS", and attached hereto as Exhibits "A" and "B". Installation of irrigational well and pump system at the "Callahan Community Park". Said work shall be in accordance with the attached CONTRACT DOCUMENTS.

2.) COUNTY Representative. The County Representative for this project is COMMISSIONER JOHN F. ARMSTRONG in whose district this project is located.

3.) Contract Sum. COUNTY agrees to pay CONTRACTOR for the described work the total sum of \$8,000.00. Payment shall be made upon completion of said job. The COUNTY shall make the payment of the herein referred to amount within five (5) days after the work is completed, if the contract is at that time fully performed and if the CONTRACTOR has delivered to owner a complete release of any and all liens arising out of the contract area herein and has satisfactorily completed the contract work according to the attached specifications.

4.) Starting and Completion Dates. Work under this contract shall begin on SEPT. 23, 1983, and such work shall be completed by September 30, 1983.

5.) Contract Documents. The CONTRACT DOCUMENTS in which the agreement between the COUNTY and CONTRACTOR is based, which contain the plans and specifications in accordance with which the work is to be done are attached hereto as Exhibits "A" and "B".

(a) The CONTRACTOR has submitted a successful bid on this project understanding fully the bid requirements of the COUNTY.

(b) CONTRACTOR, by executing the documents, represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed and is fully aware of the bid requirements and the special requirements of this particular project and asserts that he understands the guidelines and specifications of this project.

6.) Duties and Authorities of County's Representative. The duties and authorities of the County's Representative are designated as follows:

(a) General Contract Administration. The primary function of the County's Representative is to provide general administration of the Contract. In performing these duties he shall represent the COUNTY during the entire period of construction.

(b) Inspection. The Representative shall keep familiar with the progress and quality of the work by making periodic visits to the work site. He will make general determinations as to whether the work is proceeding in accordance with the Contract. He will keep the COUNTY informed of such progress.

(c) Access to worksite for inspection. The County's Representative shall be given free access to the work at all times during its preparation and progress.

(d) Interpreting Contract Documents. The County's Representative will be the initial interpreter of the CONTRACT DOCUMENT requirements and will make primary decisions regarding these documents.

7.) Duties and Rights of COUNTY. The COUNTY shall give all instructions to the CONTRACTOR through their Representative and shall furnish materials as outlined in the bid and do any and all items required in the bid and CONTRACT DOCUMENTS.

8.) Duties and Rights of CONTRACTOR. CONTRACTOR'S duties and rights are as follows:

(a) Responsibility for Supervision of Construction. CONTRACTOR shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, means and coordination for all work. He shall supervise and direct the work to the best of his ability.

(b) Employment. CONTRACTOR shall not employ for work on the project any person unfit or without sufficient skills to perform the job.

(c) Hiring Period. CONTRACTOR shall employ personnel as provided in the bid specifications.

(d) Warranty of Work. CONTRACTOR represents and warrants to COUNTY and the County's Representative that all work shall be in conformance with the approved and accepted standards in the irrigational well and pump business and that the Contract will be performed in conformity with the CONTRACT DOCUMENTS.

(e) Indemnification. CONTRACTOR agrees to indemnify the COUNTY and their agents and employees from and against all claims, damages, losses and expenses, including a reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein which are:

(i) For bodily injury, illness or death or for property damage;

(ii) Caused and whole or in part by CONTRACTORS negligent act or admission or that of anyone employed by Contractor or for whose acts CONTRACTOR may have been liable.

9.) Warranty. CONTRACTOR hereby states that the well has a warranty period of five (5) years and the pump has a warranty for a period of one (1) year.

10.) Time of Essence; Extention of Time. All times stated herein or in the CONTRACT DOCUMENTS are of the essence. The Contract may not be extended by any change order under any conditions.

11.) Insurance.

(a) CONTRACTORS Liability Insurance. CONTRACTOR agrees to keep in force at his own expense an entire period of the construction on the project such liability insurance that will protect him from claims under workmens compensation and other employee benefit laws, for bodily injury and death and for property damage that may arise at work under this contract whether directly or indirectly by CONTRACTOR.

12.) Correcting Work. When it appears to CONTRACTOR during the course of construction, any work that does not perform to the provisions of the CONTRACT DOCUMENTS, he shall make necessary corrections so that such work will so conform.

13.) Performance Bond. CONTRACTOR shall deliver to the COUNTY a performance bond as stated in the bid requirements indicating that said bond is for the full amount of the project bid amount and CONTRACTOR understands that this is for and in consideration of the necessary completion date of September 30, 1983. Said bond will be surrendered to COUNTY should the work not be completed as per the bid specifications on September 30, 1983.

THIS AGREEMENT executed at CALLAHAN, FLA, on 9/27, 1983.

GRIFFIS WELL DRILL & PUMP COMPANY

John F. Armstrong
Daniel S. Maskins

By: Leo B. Griffis
Its:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

By: Gene B. Blackwelder
GENE BLACKWELDER
Its: Chairman

ATTEST:

By: T. J. Greeson
T. J. GREESON
Its: Ex-Officio Clerk



GRIFFIS WELL DRILLING & PUMP CO.

A DIVISION OF

AARON SEPTIC TANK CO., INC.

ROUTE 1, BOX 735
CALLAHAN, FLORIDA 32011

JAX 356-9808

September 19, 1983

CALLAHAN 879-3495

*Septic Tanks
Drain Fields
Filter Beds
Elevated Drain Fields
Soil Drains
Electrical Service*

*Rock Wells
Artesian Wells
Drilling of All Types
Soil Sampling
Pumps
Tanks
Aerators*

Board of County Commissioners

Nassau County

P O Box 456

Fernandina Beach, Fl. 32034

Sir;

We are submitting three proposals for the water system for the Callahan Community Park, Callahan, Fl.

The only difference in the wells are the material used for casing and the warranty period.

Due to the standing water table of a deep well at this location and the requirement of 78 G P M at 56 P S I, we recommend the pump and equipment listed on plans from the North Florida Irrigation Equipment Inc. to be used. The following type wells listed will be drilled in accordance with the St. Johns River Water Management District, chapter 40-C-3 Dated Jan 1, 1983 for irrigation of wells.

If we are elected as the bidder we can complete well and pump equipment by 30 Sept. 1983.

Leo Z. Griffis
Griffis Well Drilling Co.

Complete Mobil Ho Installation
Septic Tanks Vr Cleaned

Exhibit "A"

Proposal

Aaron Septic Tank co
GRIFFIS WELL DRILLING & PUMP CO.
 Rt 1 - Box 735
 CALLAHAN, FLORIDA 32011
 Jax 356-9808 Callahan 879-3495

PROPOSAL SUBMITTED TO Nassau County Board of County Commissioner		PHONE	DATE September 19, 1983
STREET: P O Box 456		JOB NAME Callahan Community Park	
CITY, STATE AND ZIP CODE Fernandina Beach, Fl. 32034		JOB LOCATION Callahan, Fl.	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Well # 1 Installation of Irrigation well and pump System-

Drill 4 in. well consisting of 4 in. galv. casing S C H #40 App.
 500 ft. casing to be set in Fla. lime rock.
 Well to be drilled to a depth of 700 ft.
 Pump and material to be as specified in plans
 Dated Aug. 31, 83 Callahan Community Park.
 By North Fla Irrigation Equipment Inc.
 Well is warranted for five (5) years.
 Pump is warranted for one (1) year.
 price for well and pump is \$9963.00

*Mr Griffis called 9/21/83 + stated
 he would donate the pump at cost
 would make a total B.L. of \$, 000
 JH*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Ninety Nine Hundred Sixty Three Dollars 00/100 dollars (\$ 9963.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: Leo B. Griffis
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

Signature _____

ADDENDUM NO. 1
NOTICE FOR BIDS
"INSTALLATION OF IRRIGATION WELL AND PUMP SYSTEM -
CALLAHAN COMMUNITY PARK"

1. The last sentence of paragraph seven (7) should read: "This system shall be used for irrigation purposes only. DELETE for human consumption.
2. Said well and pump system must be installed prior to September 30, 1983. (This sentence should be added to the Notice for Bid)

No other changes are included.

Please acknowledge receipt of this addendum with your proposal.

Sincerely,

T. J. Greeson
Clerk to the Board of
County Commissioners
Nassau County, Florida

NOTICE FOR BIDS

The Board of County Commissioners of Nassau County, Florida, invites sealed bids for the furnishing of a well and pump system to furnish Good Quality Water for the Callahan Community Park.

Sealed bids should be addressed to Board of County Commissioners, & T. J. Greeson, Clerk, Room 10, County Courthouse, Fernandina Beach, Florida. Bids will be received not later than 5:00 o'clock p.m., September 19, 1983. Bids will be opened, read and considered at 4:30 o'clock p.m., September 20, 1983, at the Nassau County Office Annex Building, Fernandina Beach, Florida. Bids shall be marked "INSTALLATION OF IRRIGATION WELL AND PUMP SYSTEM - CALLAHAN COMMUNITY PARK".

This bid is to furnish labor, material and all insurance for the installation of a well and pump system to supply irrigation water for the proposed ball park for Nassau County named Callahan Community Park, to be located out C-108, West, Callahan. (Copy of site location attached).

The successful bidder must deliver the system requirements for the plans drawn by North Florida Irrigation Equipment, Incorporated (attached).

The bid must be to install a system for the exact specifications of the submitted plans or an alternate type well and pump system which will deliver the system requirements.

Each bidder must furnish exact specifications on the system they are bidding to install.

Regardless of whether or not the bid is for the exact specifications of the plan or for an alternate type system, the successful bidder must furnish good quality water of sufficient quantity that will meet or exceed the system requirements as stipulated in the design plans, and the system must be installed in compliance with all applicable laws and rules and regulations. This system shall be used for irrigation purposes and for human consumption.

This bid shall include the well, the pump and all necessary guages, tanks, control boxes and switches to supply the water to the connection point of the irrigation system.

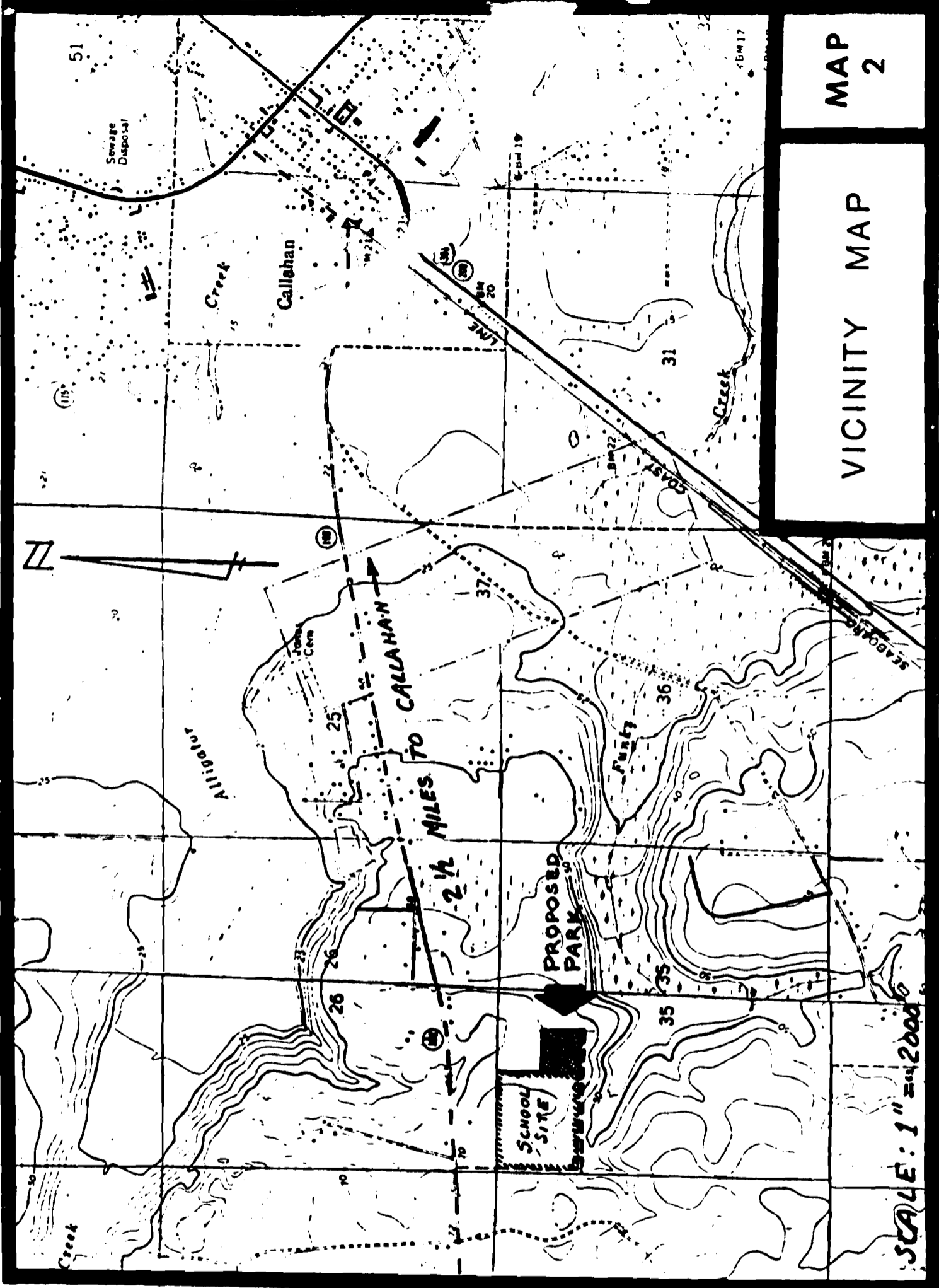
The Board of County Commissioners of Nassau County, Florida, reserves the right to waive formalities in any bid; reject any or all bids in whole or in part, with or without cause, and/or to accept the bid that in its best judgment will be for the best interest of Nassau County, Florida.

Dated this 13th day of September, 1983.

GENE R. BLACKWELDER
Chairman
Board of County Commissioners
Nassau County

ATTEST:

T. J. Greeson, Clerk



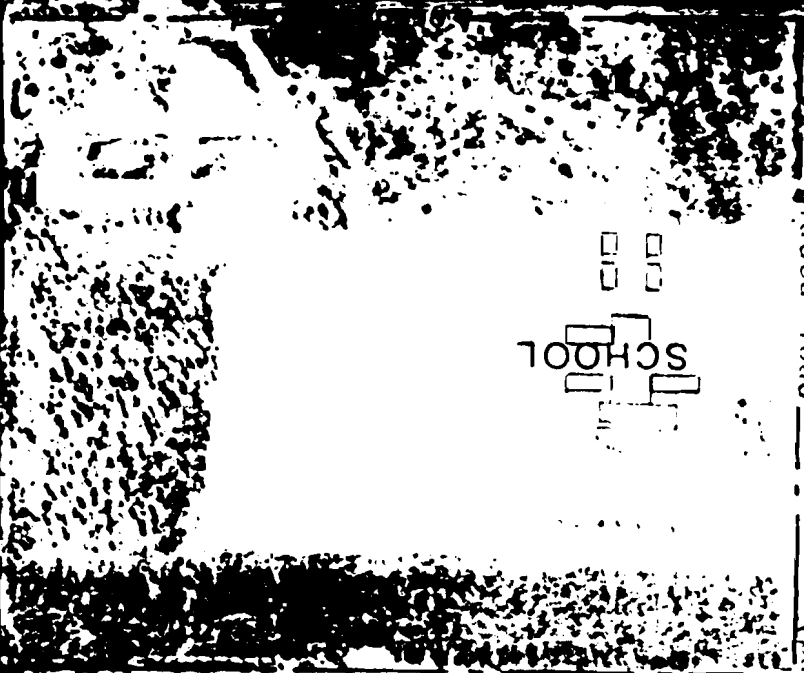
VICINITY MAP
MAP
2

SCALE: 1" = 2000'

Scale: 1"=400'

CALLAHAN COMMUNITY PARK AERIAL PHOTO

MAP 3



STATE ROAD No-108

