

A G R E E M E N T

AGREEMENT made on September 19, 1983, by and between THE BOARD OF COUNTY COMMISSIONERS of Nassau County, Florida, hereinafter referred to as "COUNTY", and MARTEX SPRINKLERS, INC., of 39 Sea Marsh Road, Amelia Island, Florida, 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". Landscaping and installing of a sprinkler 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 \$12,873.68. 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. 19, 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 landscaping and sprinkler installation 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.) 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.

10.) 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.

11.) 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.

12.) 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 Levantine Bch, FL, on September 19, 1983.

MARTEX SPRINKLERS, INC.

Jayce J. Bradley
Cher L. Miller

By: G. W. "Tex" Crawford
G. W. "TEX" CRAWFORD
Its:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

By: Gene R. Blackwelder
GENE BLACKWELDER
Its: Chairman

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY
CONTRACTOR'S AFFIDAVIT

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

That under date of the 30th day of Sept, 1983.
the undersigned Contractor entered into a certain contract of agreement
with the Board of County Commissioners of Nassau County, covering
Landscaping and installation of a aprinkler system at the
"Callahan Community Park".

that the improvements contracted thereby to be made have been fully com-
pleted and said contract or agreement has been entirely performed, and
final payment thereunder has become due to the undersigned by said owner,
and this statement is given, under oath, in compliance with the Uniform
Mechanics' Lien Law of Florida, to enable the undersigned to obtain final
payment from said owner; that all lienors contracting directly with, or
directly employed by the undersigned, or in connection with said improve-
ments and under and in connection with said contract, have been paid in
full, except the following, in the following amounts and for the following
services.

Sworn to and subscribed before
me this 30 day of Sept.
A.D. 1983.

Gloria A. Grant
Notary Public, State of Florida

at Large, My commission expires:

Notary Public, State of Florida at Large
My commission expires Jan. 9, 1984

Martex Sprinkler, Inc.
Contractor

G. W. "Tex" Crawford
By: G. W. "Tex" Crawford

Vice-President
Title

39 Sea Marsh Road
Address

Fernandina Beach, Fla

32034

Martex Sprinklers Inc.

39 SEA MARSH ROAD
AMELIA ISLAND PLANTATION
AMELIA ISLAND, FLORIDA 32034
TELEPHONE 904/261-5304

83-2077

BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA

LABOR FOR SPRINKLER SYSTEM
LABOR, PLANTS AND MATERIALS
FOR LANDSCAPING.
(CALLAHAN COMMUNITY PARK)

BID FORM

I HEREBY SUBMIT THE FOLLOWING BID ON LABOR FOR THE SPRINKLER
SYSTEM AND PLANTS, MATERIALS AND LABOR FOR THE LANDSCAPING
AS PER SPECIFICATIONS:

LABOR SPRINKLER SYSTEM	\$3,600.00
LABOR, PLANTS & MATERIALS LANDSCAPING	\$9,273.68
TOTAL	<u>\$12,873.68</u>

BIDDER: MARTEX SPRINKLER & LANDSCAPE INC.

ADDRESS: 39 SEA MARSH ROAD OR RT 3 BOX 51C FRIENDLY ROAD

CITY & STATE: FERNANDINA BEACH, FLORIDA 32034

TELEPHONE #: (904) 261-5364 OFFICE (904) 261-8776 HOME

SUBMITTED BY: G. W. "TEX" CRAWFORD, V.P. MARTEX INC.

REMARKS:

It is the intent of Martex to employ personnel from the Callahan area to accomplish this project except, for supervisory person if Martex is awarded the job. The prices quoted are the maximum charges to accomplish the job per the specifications unless, an unforeseen change order is required. However, if my company can accomplish the job in less time than estimated the price will be reduced accordingly.

Regardless of who is awarded the bid, Martex will be most pleased to assist the county in any way that we can.

Respectfully,
G. W. "Tex" Crawford
G. W. "TEX" CRAWFORD
MARTEX SPRINKLER INC.

Callahan Community Park
Landscape Estimate

PLANTS

PLANTS	SIZE	QTY.	UNIT COST	TOTAL COST
LIVE OAK	15 GAL	24	32.62	782.88
RED MAPLE	15 GAL	12	36.25	435.00
SILVER MAPLE	15 GAL	6	36.25	217.50
LIGUSTRUM LUCIDUM	3 GAL	344	6.20	2,132.80

SUB TOTAL 3,568.18
TAX & DELIVERY 300.00
PLANT TOTAL → \$3,868.18

LANDSCAPE MATERIALS

4500 lb. 10-10-10 (9¢/lb) \$405.00
1320 lb. COMMON HULED BERMUDA SEED (2.40/lb) \$3168.00
PEAT MOSS (3 yd³ AT 17.50/yd³) \$52.50

MATERIALS TOTAL → \$3625.50

LABOR

LABOR	WAGE	HRS.	TOTAL
SUPERVISOR	8.58	40	\$343.20
LABORER #1	4.10	40	\$164.00
" #2	4.10	40	\$164.00
" #3	4.10	40	\$164.00
" #4	4.10	40	\$164.00
TOTAL			999.20

LABOR TOTAL 1,478.81

\$1,500.00

#FS106443



8945 N. Meridian Street • P.O. Box 7001 • Indianapolis, IN 46207 • (317) 848-5051

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That MARTEX SPRINKLERS, INC. as Principal, and
BOARD OF COUNTY COMMISSIONERS
Allied Fidelity Insurance Co. as Surety, are held and firmly bound unto NASSAU COUNTY FLORIDA, NASSAU COUNTY
COURT HOUSE - ROOM 10, FERNANDINA BEACH, FLORIDA
32034 as Obligee, in the full and just sum

Twelve Thousand Eight Hundred
of Seventy Three Dollars and 68/100----- Dollars (\$ 12,873.68),
lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their
and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated 13 SEPTEMBER 1983 with the Obligee for
LANDSCAPING AND INSTALLING A SPRINKLER SYSTEM AT CALLAHAN COMMUNITY
PARK PER PLANS & SPECIFICATIONS OF PURCHASE ORDER #83-2077

_____ which contract is hereby referred to and made a part hereof as fully and
to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and
truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said
Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse
to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal,
then this obligation shall be void; otherwise, to be and remain in full force and effect.

Signed, sealed and dated 15 SEPTEMBER 1983

[Signature]
(Witness)

MARTEX SPRINKLERS, INC.
(Principal) (Seal)

By *[Signature]*
GROVER W. CRAWFORD, PRESIDENT (Title)

ALLIED FIDELITY INSURANCE COMPANY
(Surety)

By *[Signature]*
ROGER R. HURST Attorney-In-Fact AND
FLORIDA RESIDENT AGENT


Allied Fidelity
Insurance Co.

8945 North Meridian Street • Indianapolis, Indiana 46260 • 1 (800) 428-5730

AC No 036982

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the bond which it authorizes executed. It specifies the LIMIT OF THE AGENT'S AUTHORITY AND THE LIABILITY OF THE COMPANY, HEREIN.

THE AUTHORITY OF THE ATTORNEY-IN-FACT and THE LIABILITY OF THE COMPANY
SHALL NOT EXCEED *** TWENTY-FIVE THOUSAND DOLLARS ***

**USE OF MORE THAN ONE POWER VOIDS
THE BOND**

ALLIED FIDELITY INSURANCE CO., an Indiana corporation, having its principal office in the City of Indianapolis, State of Indiana, does hereby make, constitute and appoint: _____
Joseph M. Labrato and Roger R. Hurst

in the City of Jacksonville, County of Duval,
State of Florida, its true and lawful attorney-in-fact, at Jacksonville,
in the State of Florida, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, and undertakings in behalf of court fiduciaries, who under the jurisdiction of a court, administer property held in trust; public official bonds; license and permit bonds; tax, lien, and miscellaneous bonds; required by Federal, State, County, Municipal Authority, or other obligees, provided that the liability of the company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgment and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following By-Law adopted by the Board of Directors of Allied Fidelity Insurance Co. at a meeting duly called and held on the 29th day of April, 1982:

"The President shall have power and authority to appoint Attorneys-in-Fact, and authorize them to execute, on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other surety and writings obligatory in the nature thereof; and he may at any time in his judgment remove any such appointees and revoke the authority given to them; and with respect to any Certified Copy of any Power of Attorney, the signatures of any issuing or attesting officer, and the seal of the Company, may be affixed to such Power of Attorney or to any certificate relating thereto, by facsimile; and such facsimile signatures and facsimile seals shall be valid and binding on the Company, in the future, with respect to any bond, undertaking or instrument of suretyship, to which it is attached."

IN WITNESS WHEREOF, Allied Fidelity Insurance Co. has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officers this 6th day of July, 1982.



ALLIED FIDELITY INSURANCE CO.


Secretary

BY


President

**THIS POWER DOES NOT AUTHORIZE THE
EXECUTION OF BONDS FOR LOAN GUARANTEES**

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 6th day of July, 1982, before me a Notary Public, personally appeared H. O. CROQUART and T. L. EADS, who being by me duly sworn, acknowledged said instrument to be the voluntary act and deed of said Corporation.

Notary Public, Marion County, Indiana
My Commission Expires: 10/2/84

Hans E. Durbush

Notary Public



1. ONLY ONE POWER OF ATTORNEY MAY BE ATTACHED TO A BOND.
2. POWER OF ATTORNEY MUST NOT BE RETURNED TO ATTORNEY IN FACT, BUT SHOULD REMAIN A PERMANENT PART OF THE OBLIGEE'S RECORDS.
3. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Frances A. Wilkinson, the Assistant Secretary of Allied Fidelity Insurance Co., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Allied Fidelity Insurance Co., which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Allied Fidelity Insurance Co. at a meeting duly called and held on the 29th day of April, 1982:

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President pursuant to the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwritings, undertakings or other instruments described in said By-Laws, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, this
15 day of SEPTEMBER, 19 83.

Frances A. Wilkinson

Assistant Secretary