

WARREN BROTHERS COMPANY

A DIVISION OF ASHLAND OIL INC.

P. O. BOX 2587

5154 EDWARDS STREET

JACKSONVILLE, FLORIDA 32203

TELEPHONE
904-786-1020



PROPOSAL and CONTRACT

PLEASE ADDRESS REPLY TO:

Nassau County Board of County Commissioners
Attention: Mr. King
Fernandina Beach, Florida

R. C. Mengel
Post Office Box 2587
Jacksonville, Florida
TEL. 786-1020
DATE: July 19, 1974

Warren Brothers Company, a division of Ashland Oil Incorporated, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at Parking area.....
County Engineers Office.....

which property is owned by

Description of Work and Price:

Construct approximatley 675 S/Y of 1" asphaltic concrete on parking area for:

LUMP SUM: Nine hundred fifty eight dollars. (\$958.00)

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company as determined upon completion of the work.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of our proposal. Upon its receipt it is understood the foregoing, including the terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement between us.

This proposal expires ~~thirty (30)~~ ^{fifteen (15)} days from the date hereof, but may be accepted at any later date at the sole option of the Company. **Acceptance of this contract is subject to credit approval prior to commencement of work.**

Very truly yours,

WARREN BROTHERS COMPANY

A DIVISION OF ASHLAND OIL INC.

By R. C. Mengel
R. C. Mengel
District Vice President

ACCEPTED:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

By A. Ray DeWitt, CHAIRMAN
(Name and Title)

JULY 23 1974
(Date)

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after the completion of such work. Interest at the rate of ten percent (10%) per annum shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including, but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

We shall not be responsible for, and you agree to hold us harmless from any liability resulting from, damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways or other improvements located within, our work area or designated areas of access. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.