

CONTRACT

THIS AGREEMENT entered into this 29th day of November, 1994, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, Post Office Box 1010, Fernandina Beach, FL, 32034, hereinafter referred to as "County", and PROTDEC, INC., 2214 University Boulevard West, Jacksonville, Florida 32217, hereinafter referred to as "Company".

WITNESSETH:

For and in consideration of the sum of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. The Company shall complete the reroofing project at the Nassau County Detention Center, hereinafter referred to as the "Project".
2. The Company shall power broom gravel, dirt and dust as necessary to assure a strong bond between the materials to be applied to the existing roof.
3. The Company shall cut out and patch all existing blisters, fish mouths, buckles, punctures and soft spots.
4. The Company shall secure any loose sections of the substrate, counter flashing, etc., affecting the areas to be sprayed.
5. The Company shall renail, replace or repair any loose base and counter flashing, gravel stops, etc., as required.
6. The Company shall restrip where necessary with two plies of roofing felt in elastomeric cement.

7. The Company shall on all expansion or thermal cracks, center a twelve inch (12") base strip of urethane base sheet over the fracture and set in elastomeric cement.

8. The Company shall conduct a final cleaning of the roof by blowing with high pressure air.

9. The Company shall remove gravel, dirt and debris from the site.

URETHANE FOAM

10. The Urethane insulation shall be 3.0 density foam with a compressive strength of 56 psi measured parallel to rise, nominal thickness of urethan insulation shall be 1/2" to 3/4" affording a R factor of 6.

11. The Company shall remove and dispose of existing roofing where excessive moisture exists (7 test areas).

12. The Company shall build up with polyurethane foam in these removal areas to the height of original roofing in order to accept total urethane foam as originally specified. (2" filler thickness).

13. The Company shall apply Urethan insulation in sufficient thickness where it is required to minimize ponding.

14. The marathon one way vent shall be foamed in place as required. (One/1,000 sq. ft. roof area).

MEMBRANE COATING

15. The Company shall spray apply one coat elastomeric membrane coating onto all urethan foam surfaces.

16. The spray application shall be at the rate of 1.5 gal/sq.

17. The Company shall apply roofing granules for increased wear and tear, into the wet coating, as well as UV absorption.

CLEANUP

18. The Company shall perform a daily clean up of the roof and the premises. The surrounding site shall be kept clean from gravel and debris.

WARRANTY

19. The Company unconditionally warrants and guarantees to the county that all work and materials shall be of good quality, free from faults or defects and in accordance with the requirements of the Contract. All work not conforming to the requirements of the Contract or inspections, tests or approvals shall be considered unsatisfactory and defective. Prompt notice of all defects shall be given to the Company. The unconditional warranty shall survive this contract. The Company shall be responsible to take any and all actions necessary to repair any defects. The remedies of the County may not to be limited to repairs and corrections of defects in labor and materials. *5 yr. Labor and Material Inc*

INSURANCE

20. The Company shall maintain workmen's compensation, comprehensive and general liability insurance and said policy shall provide coverage holding the County harmless from any and all liabilities and said provision should be set forth in the policy. The Company shall provide certificates of insurance to the County's designee upon request.

LICENSES AND RESPONSIBILITIES

21. The Company shall ensure that it has all the proper licenses necessary to perform work in Nassau County, as well as any subcontractor separately employed, shall have any and all valid licenses required. The Company shall be fully responsible for all acts and omission of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him.

MISCELLANEOUS

22. The Company hereby represents that it has not been convicted of, plead guilty or nolo contendere to any public entity crimes.

SUSPENSION OF WORK AND TERMINATION

The County may terminate the contract if the Contractor (i) is adjudicated bankrupt or insolvent, (ii) makes a general assignment for the benefit of his creditors, (iii) has a trustee or receiver appointed for any of his property, or (iv) fails to perform pursuant to the Contract; the County may, after giving the Company written notice and upon a determination by the Board of Commissioners that the Company is in default as provided by the Contract, give Company seven (7) days written notice, and terminate the services of Company. In such cases, the Company shall not be entitled to receive any payment under the terms of the Contract, except for work performed prior to the termination.

Where the Company's services have been so terminated by the County against the Company said termination shall not affect any rights of the County against the Company then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Company from liability.

COST

23. The total cost for the project is \$53,024.

COMPLETION DATE

24. The Completion Date for said project shall be established by the County's designee and a designee of the Company. If the completion date cannot be agreed upon by said designees then the Board of County Commissioners of Nassau County shall establish a completion date. The completion date shall be agreed upon prior to the commencement of this project.

INSPECTION

25. Protdec, Inc. shall inspect the roof once or twice per year upon completion of the project pursuant to its warranty. The County may inspect the project site at any and all times

FINAL INSPECTION FOR PAYMENT

26. After the Company has completed the project, to the satisfaction of the County, it may make application for final payment. The final application for payment shall be accompanied by such supporting data as the County may require.

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

PAYMENTS

28. Payments shall be made to the Company pursuant to a schedule to be established by the County designee and the Company designee. *1/3 at Startup, 1/3 at 50%, 1/3 balance upon completion*
SMC SAA

ATTORNEYS FEES

29. Any action that is filed or initiated as a result of a Breach of Contract by either party the prevailing party is entitled to collect attorneys fees and costs associated therewith.

IN WITNESS WHEREOF, the parties hereto have executed, sealed, and delivered these presents on the day and year first written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JOHN A. CRAWFORD
Its: Chairman

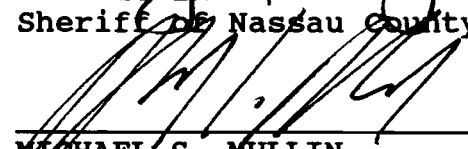
ATTEST:



T. J. GREESON
Its: Ex-Officio Clerk

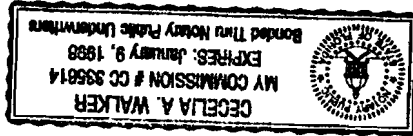


RAY GEIGER
Sheriff of Nassau County



MICHAEL S. MULLIN
County Attorney

(signatures continue on next page)



13/b:\jallegre.rof

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

Cecelia A. Walker

The foregoing instrument was acknowledged before me this 29th day of November, 1994, by James M. Mason, who is personally known to me or who has produced as identification and who did (did not) take an oath.

STATE OF FLORIDA

COUNTY OF Manatee

(printed name of witness)

James D. States

(witness)

James D. States

(printed name of witness)

Doyle A. Howell

(witness)

Doyle A. Howell

Its:

BY:

James M. Mason

PROFDEC, INC.



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12/ 1/1994

PRODUCER

Corporate Risk Management
 P.O. Box 789
 Melbourne, FL 32902-0789
 (407) 725-7000

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.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** Maryland Casualty
- COMPANY LETTER **B** United National Insurance Co.
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED

Protdec, Inc.
 2214 University Blvd., West
 Jacksonville, FL 32217

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	EPA09948028	05/20/94	05/20/95	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	OWNERS' & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
					COMBINED SINGLE LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY	ECA22514781	06/08/94	05/20/95	BODILY INJURY (Per person) \$
	ANY AUTO				BODILY INJURY (Per accident) \$
	ALL OWNED AUTOS				PROPERTY DAMAGE \$
	SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					
B	EXCESS LIABILITY	CU32309	05/26/94	05/20/95	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 2,000,000
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	OTHER				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Nassau County Commissioner
 ATTN: Doyle Powell
 Center Street
 Fernandina Beach FL 32034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

4,140 3,017
Proposal

P.O. Box 550542
Jacksonville, FL 32255



2214 University Blvd., West
Jacksonville, FL 32217
(904) 641-4227
FAX: (904) 733-9239

Fax# 904-353-7072

PROPOSAL SUBMITTED TO <i>Nassau County Corrections</i>	PHONE <i>904-225-0331</i>	DATE <i>November 3, 1994</i>
STREET <i>50 Bobby Moore Circle</i>	JOB NAME <i>Re-roofing Sheriff's Office</i>	
CITY STATE AND ZIP CODE <i>Yulee, FL 32097</i>	JOB LOCATION	
ATT. <i>Chief Jeff Stokes</i>		

We hereby submit specifications and estimates for:

INSPECTION

We have thoroughly inspected existing conditions of the roof, details pertaining to the roof and the site conditions prior to bidding the project.

SCOPE

RE-ROOF EXISTING BUILDING WITH POLYURETHANE FOAM WITH AN ELASTOMERIC COATING. AN ASPHALT FLOOD COATING WILL BE APPLIED UNDER ALL ROOF TOP EQUIPMENT THAT IS NOT ACCESSIBLE TO APPLY POLYURETHANE FOAM TO.
(APPROX. 2,760 SQ. FT.)

PREPARATIONS

1. Power broom gravel, dirt and dust as necessary to assure a strong bond between the materials to be applied to the existing roof.
2. Cut out and patch all existing blisters, fish mouths, buckles, punctures and soft spots.
3. Secure any loose sections of the substrate, counter flashing, etc., affecting the areas to be sprayed.
4. Renail, replace or repair any loose base and counter flashing, gravel stops, etc., as required.
5. Restrip where necessary with two plies of roofing felt in elastomeric cement.
6. On all expansion or thermal cracks, we shall center a 12 inch base strip of urethane base sheet over the fracture and set in elastomeric cement.
7. Final cleaning of the roof by blowing with high pressure air.
8. Remove gravel, dirt and debris from site.

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

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 _____

Note: this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature 

Date of Acceptance: _____

Signature _____

Proposal

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Jacksonville, FL 32255



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Jacksonville, FL 32217
(904) 641-4227
FAX: (904) 733-9239

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CITY STATE AND ZIP CODE <i>Yulee, FL 32097</i>	JOB LOCATION	
ATT. <i>Chief Jeff Stokes</i>		

We hereby submit specifications and estimates for:

URETHANE FOAM

Urethane insulation shall be ^{3.0}~~2.5~~ density foam with a compressive strength of 56 psi measured parallel to rise, nominal thickness of urethane insulation shall be 1/2" to 3/4" affording a R factor of 6.

- 1/ Urethane insulation shall be applied in sufficient thickness where it is required to minimize ponding.
2. Marathon one-way vent to be foamed in place as required. (one/1,000 sq. ft. roof area).

MEMBRANE COATING

- * Spray apply one (1) coat elastomeric membrane coating onto all urethane foam surfaces.
- * Application shall be at the rate of 1.5 gal/sq.
- * Into the wet coating, apply roofing granules for increased wear and tear, as well as UV absorption.


CLEAN UP

Daily clean up of the roof and the premises shall be done. The surrounding site shall be kept clean from gravel and debris.


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

Payment to be made as follows:

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Signature 
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STREET <i>50 Bobby Moore Circle</i>	JOB NAME	
CITY STATE AND ZIP CODE <i>Yulee, FL 32097</i>	JOB LOCATION	
ATT. <i>Chief Jeff Stokes</i>		

We hereby submit specifications and estimates for:

WARRANTY

UPON COMPLETION, PROTDEC, INC. WILL ISSUE A FIVE (5) YEAR ^{unconditional} LABOR AND MATERIALS WARRANTY.

QUOTATION

LUMP SUM PRICE \$4,140.00

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

~~Four thousand, one hundred forty and no/100~~ ----- \$4,140.00
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 *Spencer M. Cason*
Spencer M. Cason
Spencer M. Cason, Vice President
Note: this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature *Dayle A. [Signature]*
Signature _____

29,534

33674

Proposal



P.O. Box 550542
Jacksonville, FL 32255

2214 University Blvd., West
Jacksonville, FL 32217
(904) 641-4227
FAX: (904) 733-9239

Fax# -904-353-7072

PROPOSAL SUBMITTED TO <i>Nassau County Corrections</i>	PHONE <i>904-225-0331</i>	DATE <i>November 3, 1994</i>
STREET <i>50 Bobby Moore Circle</i>	JOB NAME <i>Re-roofing Jail Building</i>	
CITY STATE AND ZIP CODE <i>Yulee, Fl 32097</i>	JOB LOCATION	
ATT. <i>Chief Jeff Stokes</i>		

We hereby submit specifications and estimates for:
INSPECTION

We have thoroughly inspected existing conditions of the roof, details pertaining to the roof and the site conditions prior to bidding the project.

SCOPE RE-ROOF EXISTING BUILDING WITH POLYURETHANE FOAM WITH AN ELASTOMERIC COATING. AN ASPHALT FLOOD COATING WILL BE APPLIED UNDER ALL ROOF TOP EQUIPMENT THAT IS NOT ACCESSIBLE TO APPLY POLYURETHANE FOAM TO.
(APPROX. 17,373 SQ. FT.)

PREPARATIONS

1. Power broom gravel, dirt and dust as necessary to assure a strong bond between the materials to be applied to the existing roof.
2. Cut out and patch all existing blisters, fish mouths, buckles, punctures and soft spots.
3. Secure any loose sections of the substrate, counter flashing, etc., affecting the areas to be sprayed.
4. Renail, replace or repair any loose base and counter flashing, gravel stops, etc., as required.
5. Restrip where necessary with two plies of roofing felt in elastomeric cement.
6. On all expansion or thermal cracks, we shall center a 12 inch base strip of urethane base sheet over the fracture and set in elastomeric cement.
7. Final cleaning of the roof by blowing with high pressure air.
8. Remove gravel, dirt and debris from site.

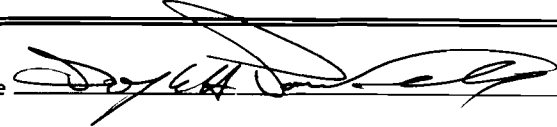
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Payment to be made as follows:

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Authorized Signature _____
Note: this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature  _____

Date of Acceptance: _____

Signature _____

Proposal

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CITY STATE AND ZIP CODE <i>Yulee, FL 32097</i>	JOB LOCATION	
ATT. <i>Chief Jeff Stokes</i>		

We hereby submit specifications and estimates for:

URETHANE FOAM

Urethane insulation shall be ^{3.0}~~2.5~~ density foam with a compressive strength of 56 psi measured parallel to rise, nominal thickness of urethane insulation shall be 1/2" to 3/4" affording a R factor of 6.

1. Urethane insulation shall be applied in sufficient thickness where it is required to minimize ponding.
2. Marathon one way vent to be foamed in place as required. (One/1,000 sq. ft. roof area).

MEMBRANE COATING

- * Spray apply one (1) coat elastomeric membrane coating onto all urethane foam surfaces.
- * Application shall be at the rate of 1.5 gal/sq.
- * Into the wet coating, apply roofing granules for increased wear and tear, as well as UV absorption.

CLEAN UP

Daily clean up of the roof and the premises shall be done. The surrounding site shall be kept clean from gravel and debris.

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

Payment to be made as follows:

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Authorized Signature _____

Note: this proposal may be withdrawn by us if not accepted within _____ days.

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Signature _____

Signature _____

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CITY STATE AND ZIP CODE <i>Yulee, FL 32097</i>	JOB LOCATION	
ATT. <i>Chief Jeff Stokes</i>		

We hereby submit specifications and estimates for:

WARRANTY

UPON COMPLETION, PROTDEC, INC. WILL ISSUE A FIVE (5) YEAR ^{unconditional} LABOR AND MATERIALS WARRANTY.

QUOTATION

LUMP SUM PRICE \$29,534.00

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

Twenty-nine thousand, five hundred thirty-four and no/100 - - - - - \$29,534.00

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 *Spencer M. Cason*
Spencer M. Cason, Vice President

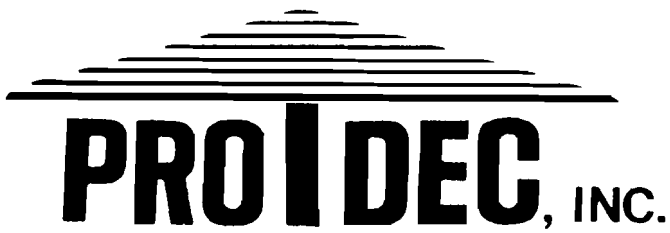
Note: this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *Jeff Stokes*

Date of Acceptance: _____

Signature _____



WATERPROOFING SYSTEMS

November 16, 1994

NASSAU COUNTY BOARD OF COMMISSIONERS
Centre Street
Fernandina Beach, FL


ATT: Doyle Powell

PROJECT: REROOF NASSAU COUNTY CORRECTIONS FACILITY

SUBJECT: ADDENDUM TO REROOFING PROPOSAL

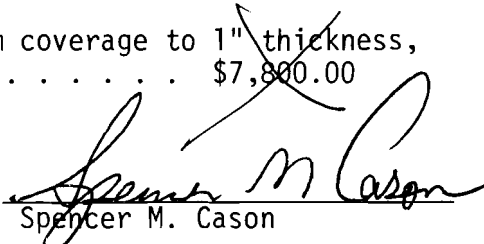
The following is a quotation for necessary up-grades from the original proposal specifications. Having made further inspection to the existing roof deck and investigated the continued leakage areas, we propose the following:

- 1) Increase the strength of the foam to 3.0 density foam. This is necessary to support on going roof traffic.
- 2) Removal and disposal of existing roofing where excessive moisture exists. (7 areas tested)
- 3) Build -up with polyurethane foam in these removal areas to the height of original roofing, in order to accept total urethane foam, as originally specified. (2" filler thickness).

Total price of Adendum	\$19,350.00	
Original proposal No. 1	\$29,534.00	
Original proposal No. 2	\$ 4,140.00	
TOTAL LUMP SUM PROPOSAL	<u>\$53,024.00</u>	

ALTERNATE NO. 1

To increase entire urethane foam coverage to 1" thickness,
Add \$7,800.00


Spencer M. Cason



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
John A. Crawford Dist. No. 2 Fernandina Beach
Tom Branan Dist. No. 3 Yulee
Chris Kirkland Dist. No. 4 Hilliard
Jimmy L. Higginbotham Dist. No. 5 Callahan

MEMORANDUM

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TO: Robert VanWinkle, Proidec Roofing Systems
FROM: Doyle Powell, Nassau County Maintenance Supervisor *DAP*
DATE: January 19, 1995
RE: Jail Roof Inspection

On January 19, 1995, I made an inspection of the re-roofing project at the Nassau County Jail, during which three (3) items were found that I feel needs to be addressed. They are as follows:

- 1) The urethane insulation being applied is a 2.8 density, not a 3.0 density as specified by our contract.
- 2) Some previously foamed areas were not cleaned and refoamed. The first application of foam was applied in 1991 or 1992 and has become very soft and saturated with water.
- 3) The entire roof is not receiving the normal thickness (1/2" - 3/4") of urethane insulation as specified by the contract.

If you would respond to each of these items, in writing, as you indicated in our phone conversation earlier today, it would be greatly appreciated.

Thank you for your cooperation with this matter.

Copy: T.J. "Jerry" Greeson, Ex-Officio Clerk
