

CONTRACT

This Agreement is made between Nassau County Board of County Commissioners, whose address is Post Office Box 1010, Fernandina Beach, Florida 32035, hereinafter called "Owner", and Gulledege Construction Company, whose address is 910 South 8th Street, #102, Post Office Box 1132, Fernandina Beach, Florida 32035-1132, hereinafter called "Contractor," as follows:

SECTION 1

Description of Work

The Contractor shall perform the following described work, in accordance with the proposal, a copy of which is attached as Exhibit "A", at the various county buildings, which include: the O'Neil County Building, 4061 Pinegrove Road, Fernandina Beach, Florida; the Animal Control Facility, 2798 East State Road 200, Yulee, Florida; Yulee Ballpark Complex, Yulee, Florida; Callahan County Building, 208 Mickler Street, Callahan, Florida; Callahan Health Clinic, 208 Mickler Street, Callahan, Florida; Hilliard Library Building, Pecan Street, Hilliard, Florida; Hilliard Road Camp, Eastwood Road, Hilliard, Florida; and Peters Point Park, Fernandina Beach, Florida.

SECTION 2

Contract Sum or Agreed Payment to Contractor

The Owner agrees to pay the Contractor for the work described the contract sum of \$28,500, inclusive of all labor and materials.

SECTION 3

Certificate of Completion and Final Payment

The Contractor shall notify the Owner in writing when the work is completed for each project listed. Within 10 days after receipt of such notice, the Public Works Director or his designee shall inspect the work and, if the work is satisfactory, shall issue a statement indicating that he has accepted the work as fully performed under the terms of the contract and that the requested payment, is due to the Contractor. The Owner shall make the final payment within 45 days after the issuance of such a certificate, subject to the condition that payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the Owner indemnifying the Owner against such liens.

The Owner by making final payment for the entire project waives all claims except those arising out of:

- (a) Faulty work appearing after the Director of Public Work's certificate of completion has been granted;
- (b) Work that does not comply with the contract documents;
- (c) Outstanding claims of lien; or
- (d) Failure of the Contractor to comply with any special guarantees required by the contract documents.

The Contractor, by accepting final payment, waives all claims except those which it has previously made in writing, and which remain unsettled at the time of acceptance.

## SECTION 4

### Starting and Completion Dates

Construction under this contract shall begin within seven (7) days of the joint execution of this agreement and be completed by September 1, 1997.

If the Contractor fails to complete the contract on or before September 1, 1997, the Contractor agrees that for each day the contract shall remain uncompleted after September 1, 1997, the Owner may deduct the sum of \$150.00 dollars per day from the contract price specified below. It is understood by the Contractor and the Owner that actual damages caused by the failure of the Contractor to complete this contract on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price shall be retained by the Owner as payment by the Contractor of liquidated damages, and not as a penalty, for such failure.

## SECTION 5

### Work

The Contractor, by executing the document, represents that it has inspected and is familiar with the work sites and the work that is to be performed. This contract and the attachments form the contract for the work described in this agreement.

## SECTION 6

### Contact and Instructions

The Owner's designee shall have direct contact with the Contractor. Any and all instructions regarding each project shall

be communicated by Owner's designee who shall be designated by separate letter.

## SECTION 7

### Duties and Rights of Contractor

The Contractor's duties and rights in connection with the project are as follows:

(a) Responsibility for construction. The Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. He shall supervise and direct the work to the best of his ability, and give the work all attention necessary for such proper supervision and direction.

(b) Discipline and Employment. The Contractor shall maintain at all times strict discipline among its employees, and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which that person was employed.

(c) Furnishing of Labor, Materials, etc. The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, transportation and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.

(d) Payment of Taxes. The Contractor shall pay all taxes required by law in connection with work on the project in accordance with this contract including sales, use, and similar

taxes, and shall secure and pay the fees for all licenses and permits necessary for proper completion of the work.

(e) Compliance with Construction Laws and Regulations. The Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work.

(f) Responsibility for Negligence of Employees and Subcontractors. The Contractor agrees to assume full responsibility for acts, negligence, or omissions of all of its employees on the project, for those of its subcontractors and their employees, and for those of all other persons doing work under a contract with it.

(g) Warranty of Fitness of Equipment and Materials. The Contractor represents and warrants to the Owner that all equipment and materials used in the work, and made a part of the structures, or placed permanently in connection with the work, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties that all equipment and materials not so in conformance are defective.

(h) Clean up. The Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. The Contractor further agrees to remove all waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. It agrees, on terminating its work

at the site, to conduct general clean up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.

(i) Indemnity and Hold Harmless Agreement. The Contractor agrees to indemnify and hold harmless the Owner, its agents and employees, from and against all claims, damages, losses, and expenses including reasonable attorney's fees in case it shall be necessary to file an action arising out of performance of the work, which are (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by the Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts the Contractor or subcontractor may be liable.

#### SECTION 8

##### Time is of the Essence

All times stated in this agreement or in the contract documents are of the essence to the contract.

The contract times may be extended by mutual change order for such reasonable time as may be determined by the parties.

#### SECTION 9

##### Subcontracts

The Contractor agrees to provide to the Owner, prior to the execution of this contract, a list of names of subcontractors to whom the Contractor proposes to award the principal portions of the work to be subcontracted. A subcontractor, for the purposes of this contract, shall be a person with whom the Contractor has a

direct contract for work at the project site. The Contractor agrees not to employ a subcontractor to whose employment the Owner reasonably objects, nor shall the Contractor be required to hire a subcontractor to whose employment the Contractor reasonably objects. All contracts between the Contractor and subcontractor shall conform to the provisions of the contract documents, and shall have incorporated in them the relevant provisions of this contract.

#### SECTION 10

##### Mediation

Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Contractor.

#### SECTION 11

##### Insurance

(a) Contractor's liability insurance. The Contractor agrees to pay for and keep in force during the entire period of construction on the project such liability insurance as will protect it from claims, under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this contract,

whether directly or indirectly by the Contractor, or directly or indirectly by a subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified in the contract documents or by law for that type of damage claim. Such insurance shall include contractual liability insurance applicable to the Contractor's obligations under this contract. Proof of such insurance shall be filed by the Contractor with the Owner within a reasonable time after execution of this contract.

## SECTION 12

### Correcting Work

When it appears to the Owner's designee during the course of construction that any work does not conform to the provisions of the contract documents, the Contractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor, appearing within one year from the date of issuance of a certificate of substantial completion, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

## SECTION 13

### Work Changes

The Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination. All



changes will be authorized by a written change order signed by the Owner. The change order will include conforming changes in the contract and termination times.

Work shall be changed, and the contract price and termination time shall be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the Owner shall be determined by mutual agreement of the parties, or by mediation, before starting the work involved in the change.

#### SECTION 14

##### Early Termination for Breach of Contract

(a) Owner's Termination. The Owner may on ten (10) days notice to the Contractor, terminate this contract before the termination date without prejudice to any other remedy the Owner may have, when the Contractor defaults in performance of any provision of the contract or fails to carry out the construction in accordance with the provisions of the contract documents. On such termination, the Owner may take possession of the work site and all materials, equipment, tools and machinery on it and finish the work in whatever way it deems expedient. If the unpaid balance on the contract sum at the time of such termination exceeds the expense of finishing the work, the Owner will pay such excess to the Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, the Contractor agrees to pay the difference to the Owner.

On such default by the Contractor, the Owner may elect not to

terminate the contract, and in such event the Owner may make good the deficiency which the default has caused, and deduct the costs from the progress payment then or to become due to the Contractor.

IN WITNESS, the parties have executed this agreement \_\_\_\_\_  
April 9 \_\_\_\_\_, 1997.

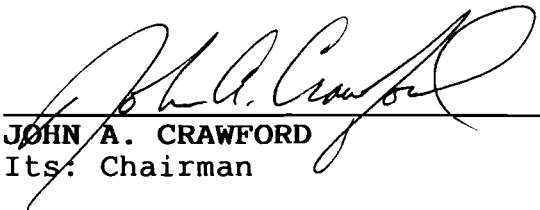
SECTION 15

Contractor asserts, by executing this contract that he is familiar with state and federal A.D.A. requirements and further that he understands the exact work to be performed pursuant to this contract.

SECTION 16

Contractor asserts that he has never been convicted of any public entity crime pursuant to Florida Statutes nor has any member of this construction company.

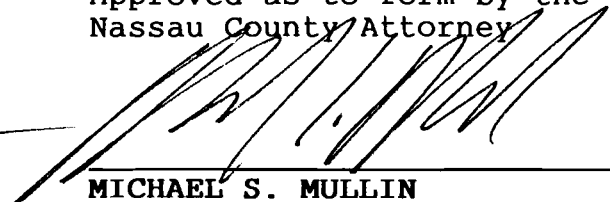
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Chairman

ATTEST:

Approved as to form by the  
Nassau County Attorney

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

  
\_\_\_\_\_  
MICHAEL S. MULLIN

GULLEDGE CONSTRUCTION COMPANY


  
\_\_\_\_\_  
HARRY E. GULLEDGE  
Its: OWNER

EXHIBIT "A"

# Gulledge Construction Co.

910 S. 8th St., #102  
P.O. Box 1132  
Fernandina Bch., FL 32035-1132

Daniel Salmon  
Nassau County Maintenance

Re: repairs at various county buildings

Oniel County Building :  
4061 Pinegrove Rd.  
Fernandina Beach, Fl.

- A. Handicap accessible restroom including sink, water closet, grab bars, mirror, door closer, accessible door handle & signage.
- B. Pour handicap accessible ramps with landings at south & east entrance doors.
- C. Replace thresholds at two doors with 1/2" tall accessible thresholds

Animal Control Building  
2708 East State Road 200  
Yulee, Fl.

- A. Handicap accessible ramp & landing at east entrance & south side doors
- B. Restrooms to get appropriate grab bars, insulation around water pipes & drains, move water closet to correct distance from sidewall, remove urinal, install toilet paper dispenser & adjust counter height to 34" at top.

Yulee Ballpark Complex

- A. Handicap accessible ramp & landing at entry door.
- B. Ladies restroom- grab bar behind toilet, install full length mirror & insulate water & drain pipes.
- C. Mens restroom- grab bar behind water closet, move existing grab bar to correct height, replace toilet paper dispenser, install full length mirror, insulate water lines & drain & relocate urinal to proper height.

Callahan County Building  
208 Mickler St.  
Callahan, Fl.

- A. Handicap restroom including sink, water closet, grab bars, mirror, door closer, accessible door handle & signage.
- B. remove stage & lower cabinets

Callahan Health Clinic  
208 Mickler St.  
Callahan, Fl.

- A. Handicap accessible restroom including sink, water closet, grab bars, mirror, accessible door handle & signage.
- B. Handicap accessible ramp & landing at entry door.

Hilliard Library

- A. Handicap accessible ramp & landing at entry door.
- B. grab bars in restroom.
- C. relocate mirror

Hilliard Road Camp

- A. Restroom- replace water closet with handicap accessible type, remove urinal, replace sink with accessible type, insulate water lines & drain pipe, install full length mirror, grab bars.

**APPROVED**

DATE 3/10/97