

AGREEMENT

THIS AGREEMENT entered into this 29th day of October, 1998, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and Arnold Holland, d/b/a Holland Contractors, whose address is 1444.17 ~~3297~~ Yulee ~~Bennett Avenue, Fernandina Beach,~~ Florida 32034, hereinafter referred to as "Holland".

WHEREAS, the S.A.I.S.S.A. Advisory Board has provided the Board of County Commissioners with information indicating that an emergency exists; and

WHEREAS, the S.A.I.S.S.A. Advisory Board advised the Board of County Commissioners that they have solicited quotes from numerous sources and only one responded - Holland Contractors, Inc.; and

WHEREAS, based upon the information set forth by the S.A.I.S.S.A. Advisory Board and its recommendation of Holland Contractors, Inc., the Board of County Commissioners finds that an emergency exists and if quick action is not taken, the groin fields could be seriously affected and the entire project would be adversely affected.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable considerations, Holland and the County do hereby agree to the following:

SECTION 1 - SCOPE OF WORK

Holland shall provide all equipment, personnel and labor necessary to perform the following emergency repairs on G-1 and G-2 groins located at the south end of Amelia Island, Florida:

G-1

1. Remove approximately 160' of damaged bags and aprons
2. Install 1 @ 135' x 70" diameter bag with U.V. Protection and fill plates
3. Install 1 @ 140' scour apron w/ 10" toe tubes 25' wide
4. Install 4 @ 20' long support tubes

G-2

1. Install 1 @ 40' x 70" diameter bag
2. Install 1 @ 25' wide x 50' long scour apron
3. Install 2 @ 20' long support tubes (supplied by S.A.I.S.S.A.)

Miscellaneous:

Repair small tears in existing bags

Holland shall provide mobilization and demobilization of all necessary equipment to accomplish the work and shall remove and dispose of all damaged bags and aprons.

Holland shall be responsible for supplying all items listed as described above with the exception of Item 3 of G-2.

SECTION 2 - INDEMNIFICATION

Holland shall indemnify, defend and hold harmless the county and its respective officers, directors, employees, and agents, from and against any and all claims, suits, losses, liabilities, assessments, damages, costs and expenses, including reasonable attorneys' fees, arising under federal, state or local laws, regulations or ordinances resulting from injury (including death) to the person or damage to or loss of the property of anyone (including the County and Holland) arising out of or in connection with such emergency repairs.

SECTION 3 - INSURANCE

All insurance will be by insurers authorized to do business in the State of Florida. Holland shall be required to provide County with Certificates of Insurance or other satisfactory evidence that insurance has been procured and is in force based on limits specified by the county. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without written notification to the county. The certificates must be provided prior to commencement of the work set forth herein.

SECTION 4 - COMMENCEMENT AND TIME COMPLETION

The county may issue a Notice of Commencement upon receipt of the required documents set forth herein and execution of the contract. Holland shall commence work within twenty four (24) hours of the notice of commencement and shall complete said work within ten (10) days of the Notice.

SECTION 5 - LICENSES

Holland certifies that it has all of the required licenses by the state and local governmental entities that are required and shall provide copies of same to the Director of Public Works prior to commencement of any work.

SECTION 6 - COMPENSATION AND PAYMENT

The County shall pay the sum of Forty Thousand One Hundred Dollars (\$40,100) for the work to be performed. The work shall be inspected by Bill Moore as the S.A.I.S.S.A. Advisory Board representative and a recommendation from the full board certifying that said work is completed and satisfactory shall be made to the County

Director of Public Works. The Director of Public Works shall review the recommendation and make any inspections deemed necessary and submit his recommendation to the Clerk recommending or not recommending payment. A copy shall be sent to the contractor. Price shall include all items listed. Any change order shall be in writing and approved by the Board of County Commissioners of Nassau County, Florida. The costs of any necessary permits or fees shall be the responsibility of Holland at its cost.

#### SECTION 7 - TERMINATION

Either party may terminate this Agreement by delivering written notice to the other party thirty (30) days prior to the date of termination. Termination shall take effect on the date specified in the written notice.

#### SECTION 8 - DEFAULT

If Holland fails to commence work within the time frame set forth herein or fails to complete the work within the time frame set forth, he shall be in default and shall be subject to a liquidated damage amount as follows: (1) Failure to commence work - \$2,000.00 and cancellation of contract; (2) Failure to complete work on time - \$250.00 per day.

#### SECTION 9 - DISPUTES

If County and contractor do not agree on any aspect of this contract, including whether or not the work that is completed is satisfactory, the County Coordinator shall, after meeting with the contractor and the Director of Public Works and the S.A.I.S.S.A. representative, make a recommendation to the Board of County commissioners. The Board of County Commissioners may conduct a hearing

or may render an opinion within twenty days after receipt of the County Coordinator's report. This procedure shall be in place of any parties' request for mediation or arbitration and the parties shall be bound by the opinion of the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



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



CHRIS KIRKLAND  
Its: Chairman

Approved as to form by the  
Nassau County Attorney:

  
MICHAEL S. MULLIN

HOLLAND CONTRACTORS, INC.

  
ARNOLD HOLLAND  
Its: President

NOTICE TO PROCEED

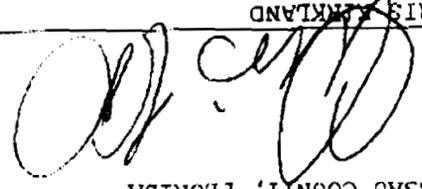
TO: Holland Contractors, Inc. Date: 10-29-98

Project: Emergency Erosion

Repairs

You are hereby notified to commence work in accordance with the Agreement dated October 29, 1998, and you are to complete the work within ten calendar days, including date of commencement of work, on or before November 10, 1998.

NASSAU COUNTY, FLORIDA



CHRIS KIRKLAND  
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Charles Holland this the 50th day of October, 1998.

By: Charles Holland  
Title: President



# Department of Environmental Protection

Lawton Chiles  
Governor

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Virginia B. Wetherell  
Secretary

October 29, 1998

Dan Nolan, Project Manager  
Amelia Island Plantation, Inc.  
Post Office Box 3000  
Amelia Island Plantation, Amelia Island 32035

Dear Mr. Nolan:

Permit Number: DBS9A0346 NA

This letter is as follow-up to our telephone conversation today and to my correspondence dated October 27, 1998, which authorized repairs to the structures that have been vandalized. Construction activities, including the repair work, are not authorized to occur during the marine turtle season (May 1 through October 31) without further authorization from the department. The structures are continuing to degrade as a consequence to the vandalism and repairs need to commence as soon as possible to prevent further damage. After consultation with the marine turtle permit holder it has been determined that there are no nests remaining in this eroded area on Amelia Island. Hence, the repair work may commence at this time.

If you have any questions, please contact me by telephone at 850.487.4475x123.

Sincerely,

Robert M. Byantly, Jr., P.E.  
Bureau of Beaches and Coastal Systems

RMB

cc via email: Robbin Trindell  
Bobbie Nelson  
Phil Flood

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*

OCT-28-98 THU 05:29 PM HOLLAND: COUNTY

Attn: Linda Blake  
7 Assau Co. Bldg. Dept.

STATE OF FLORIDA  
NASSAU COUNTY OCCUPATIONAL LICENSE

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE  
SHOWING TRANSACTION NUMBER, DATE AND AMOUNT PAID.

8243 THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA  
STATUTES AND COUNTY ORDINANCE NO. 72-17.

NOTE -- A PENALTY IS IMPOSED FOR  
FAILURE TO KEEP THIS LICENSE EXHIBITED  
CONSPICUOUSLY AT YOUR ESTABLISHMENT  
OR PLACE OF BUSINESS

ARNOLD HOLLAND  
1449 N BLACKROCK RD  
YULEE FL  
32097

1998-1999  
COUNTY \$ 9.01  
PENALTY \$  
AMOUNT DUE \$ 9.00

ORIGINAL

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS,  
PROFESSION OR OCCUPATION AS STATED ABOVE FOR THE  
PERIOD BEGINNING AUGUST 1, 1998 AND ENDING ON  
SEPTEMBER 30, 1999.

**GWENDOLYN M. MILLER, C.F.C.**  
TAX COLLECTOR, NASSAU COUNTY  
P.O. BOX 708  
FERNANDINA BEACH, FLORIDA 32035-0708

TYPE OF BUSINESS CHAPTER 72-306.  
THIS LICENSE IS VALID ONLY IF NO OTHER LAW OR ORDINANCE IS VIOLATED, ESPECIALLY ZONING

205.301  
GENERAL CONTRACTOR  
NCC 3136

3044 111 07/17/98 TOTAL 9.00

**APPRD. CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY) 10/28/98

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

**A COMPANY CNA Insurance Companies**

**B COMPANY**

**C COMPANY**

**D COMPANY**

**INSURED**

Commercial Ins. Consultants  
P. O. Drawer 1308  
402 S. Kentucky Ave., 4th Fl.  
Lakeland, FL 33802-1308

Holland Contractors  
1449 Blackrock Rd N  
Yulee, FL 32097

**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	LTN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	C177105349	09/01/98	09/01/98	GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPROP AGG \$500,000 PERSONAL & ADV INJURY \$500,000 EACH OCCURRENCE \$500,000 FIRE DAMAGE (any one fire) \$50,000 MED EXP (any one person) \$5,000
A		AUTOMOBILE LIABILITY	C1077107232	09/01/98	09/01/98	COMBINED SINGLE LIMIT \$500,000 BODY INJURY (Per person) \$ BODY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC177091176	09/01/98	09/01/98	EL EACH ACCIDENT \$100,000 EL DISEASE - POLICY LIMIT \$500,000 EL DISEASE - EA EMPLOYEE \$100,000
		EXCESS LIABILITY				
		UMBRELLA FORM				
		OTHER THAN UMBRELLA FORM				
		GARAGE LIABILITY				
		ANY AUTO				
		ALL OWNED AUTOS				
		SCHEDULED AUTOS				
		HIRE AUTOS				
		NON-OWNED AUTOS				

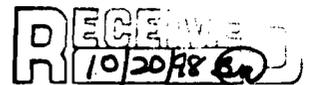
DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL MEANS  
1804)321-5089 Altin: Bill Moore

**CERTIFICATE HOLDER**

Amelia Island Plantation  
Planning & Development  
3000 First Coast Hwy  
Amelia Island  
FL 32094

**AUTHORIZED REPRESENTATIVE**

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE



**FAX TRANSMISSION**  
**AMELIA ISLAND COMPANY**  
P. O. BOX 3000  
AMELIA ISLAND, FLORIDA 32035-3000  
904/277-5103  
904/321-5089 (FAX)

TO: Walt Gossett Fax #: 321-5784

FROM: William R. Moore, AICP  
Director of Planning and Development *WRM*

SUBJECT: Emergency Groin Repairs

DATE: 10.19.98 Pages: 3 (including this cover sheet)

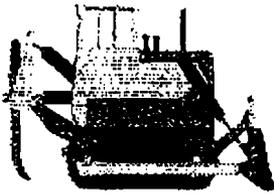
Comments:

Two of the four groins at the south end of Amelia Island have suffered ~~severe~~ severe damage. In order to protect the integrity of the groin field and the beachfill, immediate repair is required. The initial bag damage has been aggravated by tidal action and worsens with each tidal cycle. The Florida DEP is authorizing emergency repairs under normal maintenance responsibility. The DAISSA executive Committee met at 11am, October 19, 1998 and voted to recommend approval of the attached contract with Holland Contractors. Time is a real concern. The bags must be ordered, manufactured, then shipped to

to another company that coats the bags with a UV protector and then delivered to Amelia Island for installation at a low tide cycle. The repair work needs to be completed as soon as possible and before the extremely high fast tides which begin in about two weeks.

The SAISSA Board would like to proceed on this work and let the approvals catch up at the next convenient meeting. Please advise.

CC. Ed McCabe  
 Jack Heale



# Holland Contractors

John Holland 3297 Bennett Ave. Fernandina Bch., Fl. 32034  
(904)277-7844/Fax(904)277-0680

## Bid Proposal

To: S.A.I.S.S.A.  
Re: Emergency Repairs on G-1 & G-2 Groins  
Date: 10/15/98

Holland Contractors is Pleased to submit the following Bid Proposal.

### G-1

- a) REMOVE APPROX. 160' OF DAMAGED BAGS AND APRONS
- b) INSTALL 1 @ 135' x 70" DIA. BAG W/ U.V. PROTECTION AND FILL PLATES
- c) INSTALL 1 @ 140' SCOUR APRON W/ 10" TOE TUBES 25' WIDE
- d) INSTALL 4 @ 20' LONG SUPPORT TUBES

### G-2

- a) INSTALL 1 @ 40' x 70" DIA. BAG
- b) INSTALL 1 @ 25' WIDE x 50' LONG SCOUR APRON
- c) INSTALL 2 @ 20' LONG SUPPORT TUBES (SUPPLIED BY S.A.I.S.S.A.)

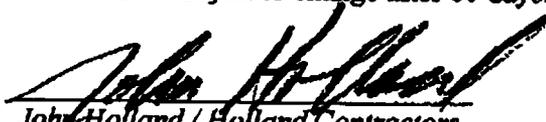
### MISC.

REPAIR SMALL TEARS IN EXISTING BAGS

**TOTAL PRICE = \$ 40,100.00**

### Notes

- Holland Contractors will provide all Equipment, Labor, and Insurance to complete the above said job as described.
- Mobilization & Demobilization of Equipment.
- Remove and Dispose of Damaged Bags and Aprons.
- Holland Contractors will supply all items listed with the exception of item C of G-2 .
- No permits or fees included.
- Price includes only those items listed. Any change (+) or (-) will require a change order
- Bid subject to change after 60 days.

  
 John Holland / Holland Contractors  
 \*\*\*\*\*Thank You for the Opportunity to Bid this Job!!\*\*\*\*\*

10/15/98  
 Date

Bid, as of terms listed above, is accepted by: \_\_\_\_\_ on behalf of \_\_\_\_\_  
 (Signature of qualified agent) (Name of company)  
 On the date of \_\_\_\_\_ (date signed)

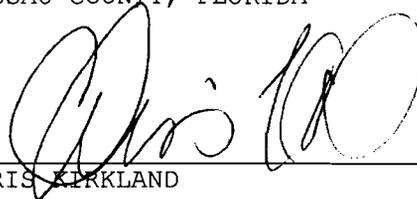
RECEIVED  
10/30/98

NOTICE TO PROCEED

TO: HOLLAND CONTRACTORS, INC. Date: 10-29-98  
Project: EMERGENCY GROUND REPAIRS

You are hereby notified to commence work in accordance with the Agreement dated October 29, 1998 on October 30, 1998, and you are to complete the work within ten calendar days, including date of commencement of work, on or before November 10, 1998.

NASSAU COUNTY, FLORIDA



CHRIS KIRKLAND  
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Arnold Holland this the 30th day of October, 1998.

By: Arnold Holland  
Title: President