

BID NO. BM-03001

AGREEMENT

THIS AGREEMENT entered into this 10th day of June, 2003, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "Owner", and Cavalon Construction, Inc., doing business as (a corporation, a partnership, or an individual), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, and material for "NASSAU COUNTY RESCUE 40 Bid No. BM-03001, hereinafter referred to as the "Work".
2. The Work includes, but is not limited to site work, grading, paving, one 7800 square foot metal building with overhang, brick façade, concrete slab and aprons, rough electrical conduits and grounding system, electrical service, asphalt drives, rough plumbing, well, and onsite sewage disposal system. All Work is to be performed as per Florida 2001 Building Code.
3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the ~~Notice to Proceed~~ and will SUBSTANTIALLY complete the same within one hundred twenty(120) consecutive calendar days, and fully complete the Project in a total of one hundred eighty (180) days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

②
ISSUANCE OF
BUILDING PERMIT
AS DISCUSSED
WITH MR. SALMAN
AND MR. MILLIGAN
(SEE NOTES)

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of ONE HUNDRED AND 00/100(\$100.00) per calendar day or any part thereof elapsing between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after sixty (60) calendar days after the date of substantial completion of the Project, (as specified in the contract documents), is achieved, the Project is not fully and finally complete,

then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the established date of final completion and the actual date of final completion, shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above- named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to- wit:

Three Hundred Seventy Nine Thousand Nine Hundred Dollars (\$379,900.00)
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "Contract Documents" means and includes the following:

Advertisement for Bids
Information for Bidders
Bid Form
Sworn Statement
Bid Bond
Agreement
Certificate of Owner's Attorney
Notice of Award
Notice to Proceed
Change Order Request
Performance Bond
Payment Bond
Hold Harmless Agreement
General Conditions
Specifications prepared by the Owner

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in ~~four (4)~~^{two (2)} copies, each of which shall be deemed an original on the date first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



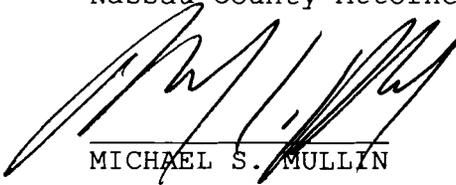
Vickie Samus
Its: Chairperson

ATTEST:



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

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONTRACTOR:

(AVALON) Construction, Inc.

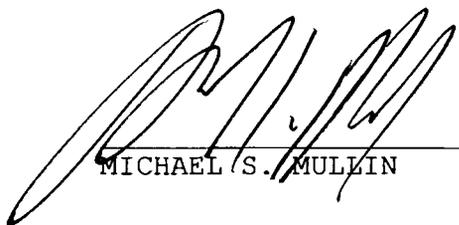
By: 

Its: EXEC. VP

CERTIFICATE OF OWNER'S ATTORNEY

I, MICHAEL S. MULLIN, the undersigned, the duly authorized and acting legal representative of Nassau County, do hereby certify as follows:

I have examined the attached contracts and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.


MICHAEL S. MULLIN

Date: June 10, 2003

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

NOTICE OF AWARD

TO: Cavalon Construction, Inc.
9372 Aspen Road
Macclenny, FL 32063

PROJECT DESCRIPTION:

NASSAU COUNTY FIRE RESCUE #40
BID NO. BM03001

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated January 10, 2003, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 379,900.00.

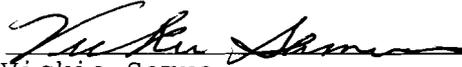
You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice, said owner will be entitled to consider all your rights arising out of the owner's acceptance of your Bid as abandoned and as such you forfeit your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

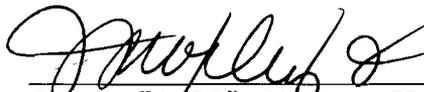
You are required to return an acknowledged copy of this Notice of Award to the Owner.

DATED this 10th day of June, 2003.

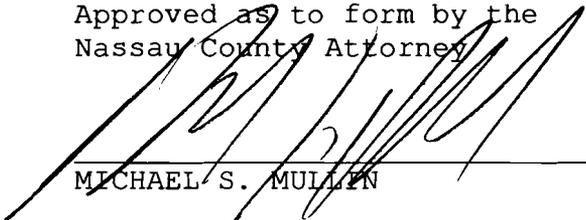
BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA


Vickie Samus
Its: Chairperson

ATTEST:


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

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLEN

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged
by:

Todd E. Johnson, this 10TH day
of JUNE, 2003.

Cavalon Construction, Inc.
By: Todd E. Johnson
Its: EXEC. V.P.

NOTICE TO PROCEED

To: Cavalon Construction, Inc. Date: June 10, 2003
9372 Aspen Road Project: Bid Number: BM-03001
Macclenny, FL 32063

You are hereby notified to commence work in accordance with the Agreement dated the 10th day of June, 2003, on or before the 25th day of June, 2003, and you are to substantially complete the Work within one hundred and twenty (120) consecutive calendar days, and fully complete the Project in a total of one hundred and eighty (180) days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore December 7, 2003.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



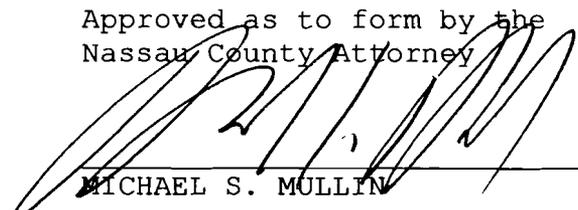
Vickie Samus
Its: Chairperson

ATTEST:



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

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged by:

For Sitework only

TODD E. JOHNSON this 18TH day of
JUNE 2003.

[Signature]
By: CAVALON CONSTRUCTION, INC.

Its: EXEC. VP.

(M)

*We acknowledge Notice to Proceed at this time for sitework only. This contract requires Cavalon Construction, Inc. to design the structural elements of this building prior to submission for a building permit. This involves preparing engineered drawings and calculations for the steel building, then engineering and design of the foundation and slab. Once these are complete, the building may be submitted to the Town of Hilliard for building permit. After review and approval, a building permit may be issued. Due to the fact we must complete the design of the building, and have no control over the permitting process, it is reasonable to commence time constraints once the building permit is issued. We anticipate this process to take approximately seven weeks. We understand that time is of the essence, and will pursue construction of this project with all diligence. This has been discussed with Mr. Daniel Salmon and Mr. Tim Milligan and acknowledged.

HOLD HARMLESS AGREEMENT

(Contractor), its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless, and defend the Engineer and the Board of County Commissioners of Nassau County, Florida, and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the owner as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the Contractor, its agents, servants, or employees during and as a result of the performance under this Contract whether direct or indirect, and whether to any person or property to which the owner or said parties may be subject.

Name of Firm: CAVANO CONSTRUCTION, INC.
Name of Agent: TODD E. JOHNSON
Title of Agent: EXEC. V.P.
Signature of Agent: [Signature]
Date: 6.18.03

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ~~NASSAU~~ Baker

The foregoing instrument was acknowledged before me this 18th day of June, 2003, by, of, a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced FL Dr# as identification and who did take an oath. JS25-805-65-028-0

[Signature]

Reginia A. Mills
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



Reginia A. Mills
MY COMMISSION # DD218083 EXPIRES
July 12, 2007
BONDED THRU TROY FAIN INSURANCE, INC



OFFICE OF CLERK OF COURTS
NASSAU COUNTY, FLORIDA

**NASSAU COUNTY
BUILDING MAINTENANCE DEPARTMENT
679 MUSSLEWHITE ROAD
CALLAHAN, FL 32011**

2003 JUN 18 AM 9:18

Billing address:
P.O. Box 4000
Fernandina Beach, FL 32035-4000

Telephone: (904) 277-7214
Fax: (904) 277-7213
Email: bldgmain@fdn.com

FACSIMILE TRANSMITTAL

DATE: 6/18/03

To: Joyce B.
TCF

Fax No.: 321-5795

From: [Signature]

Total Pages (including cover page): 4



Knowledge & Wisdom

CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL, FINANCIAL PLANNING AND SURETY BONDS - SINCE 1935
Old Morocco Building, 219 N. Newman Street, Jacksonville, FL 32202
P.O. Drawer 41490, Jacksonville, FL 32203-1490
Phone: (904) 353-3181 Fax: (904) 353-5722
Website: www.cwpowellins.com

FACSIMILE TRANSMITTAL FORM

Date: 6/17/2003

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

To: 19042777213

Company:

Fax Number: 19042777213

From: Janet Bowen

Subject

Note:

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/17/2003

PRODUCER (904)353-3181 FAX (904)353-5722
Cecil W. Powell & Co.
P.O. Drawer 41490
219 Newman St.
Jacksonville, FL 32203-1490

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.

INSURERS AFFORDING COVERAGE

INSURED Cavalon Construction, Inc.
9372 Aspen Road
Macclenny, FL 32063

INSURER A: Southern Owners Insurance Co.
INSURER B: AmComp Preferred Insurance Co.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2058738303	05/12/2003	05/12/2004	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS - COMPROP AGG	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV7018287	09/01/2002	09/01/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER CR	
	EL EACH ACCIDENT				\$ 100,000	
	EL DISEASE - EA EMPLOYEE				\$ 100,000	
	EL DISEASE - POLICY LIMIT				\$ 500,000	
A	OTHER Rented/Leased Equipment	2058738303	05/12/2003	05/12/2004	\$ 15,000 Limit \$250 Deductible	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Nassau County
Building and Maintenance
Attn: Daniel S.
P O Box 1010
Fernandina Bch, FL 32035

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

Susan Jordan/JRB

Susan Jordan

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Agenda Request For: *March 22, 2004*

Department: *Building Maintenance*

Background: *Attached is the change order request reflecting the addition of the Photo Eye Sensors on the 3 exit bay doors, and the credit for the Ridge Vents that were deleted from the contract for Fire Rescue # 40. With this change order we still total less than the original contracted amount.*

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: *N/A*

Action requested and recommendation:
Request the Board acknowledgement and approval for the change order.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Funding Source: *04225522-562001*

Reviewed by:

Department Head

Daniel Salma

Legal

Finance

Chairman

Steve Vayant

03/04

APPROVED

DATE 3-22-04 *JKB*

RECEIVED
COUNTY COORDINATOR'S
OFFICE
04 MAR 16 PM 3:37

Agenda Request For: *March 22, 2004*

Department: *Building Maintenance*

Background: *Attached is the change order request reflecting the addition of the Photo Eye Sensors on the 3 exit bay doors, and the credit for the Ridge Vents that were deleted from the contract for Fire Rescue # 40. With this change order we still total less than the original contracted amount.*

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: *N/A*

Action requested and recommendation:
Request the Board acknowledgement and approval for the change order.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Funding Source: *04225522-562001 \$985⁹⁶ to change order, within budget 3/10/04*

Reviewed by:

Department Head

Daniel Salma

Legal

Finance

Chairman

03/04

RECEIVED
COUNTY COORDINATORS
OFFICE
04 MAR 12 PM 3:03

Agenda Request For: *March 22, 2004*

Department: *Building Maintenance*

Background: *Attached is the change order request reflecting the addition of the Photo Eye Sensors on the 3 exit bay doors, and the credit for the Ridge Vents that were deleted from the contract for Fire Rescue # 40. With this change order we still total less than the original contracted amount.*

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: *N/A*

Action requested and recommendation:
Request the Board acknowledgement and approval for the change order.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Funding Source: *04225522-562001*

Reviewed by:

Department Head



Legal

Finance

Chairman

03/04

03/12/2004
16:29:35

BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT

PAGE 1
glytbdud

FOR 2004 99

104	MUNICIPAL SERVICE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

104	MUNICIPAL SERVICE FUND							

04225522	RESCUE #40 BLDG							

04225522	531000 PROFESSIONAL SERVICES	0	0	0	278.75	.00	-278.75	.0%
04225522	534000 OTHER CONTRACTUAL SERVICES	0	0	0	.00	.00	.00	.0%
04225522	543000 UTILITY SERVICES	0	0	0	.00	.00	.00	.0%
04225522	544000 RENTALS AND LEASES	0	0	0	.00	.00	.00	.0%
04225522	546000 REPAIRS AND MAINTENANCE SV	0	0	0	.00	.00	.00	.0%
04225522	552640 EQUIPMENT <\$750	2,500	0	2,500	.00	.00	2,500.00	.0%
04225522	562001 BUILDING-MISCELLANEOUS	75,000	301,245	376,245	272,557.78	34,494.22	69,193.00	81.6%
04225522	563000 IMPROVEMENTS OTHER THAN BL	0	0	0	.00	.00	.00	.0%
04225522	564000 EQUIPMENT	30,000	0	30,000	7,912.37	5,503.94	16,583.69	44.7%
	TOTAL RESCUE #40 BLDG	107,500	301,245	408,745	280,748.90	39,998.16	87,997.94	78.5%
	TOTAL MUNICIPAL SERVICE FUND	107,500	301,245	408,745	280,748.90	39,998.16	87,997.94	78.5%
	TOTAL EXPENSES	107,500	301,245	408,745	280,748.90	39,998.16	87,997.94	
	GRAND TOTAL	107,500	301,245	408,745	280,748.90	39,998.16	87,997.94	78.5%

Nassau County
Building Maintenance Department

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: NASSAU COUNTY CHANGE ORDER : #3

FIRE RESCUE #40 DATE: 3/5/04

37230 Pea Farm Road
Hilliard, FL. 32046 CONTRACT NUMBER: BM 03001

TO CONTRACTOR: Cavalon Construction, Inc.
9372 Aspen Road
MacClenny, Florida

The Contract is changed as follows:

*ADD (3) PHOTO EYE SENSORS AND
RIDUE VENT CREDIT*

Original Contract Sum	\$ <u>379,900.00</u>
Net change by Previous Change order	\$ <u>(1,110.00)</u>
Contract Sum Prior to This Change Order	\$ <u>378,790.00</u>
Amount of This Change order (Add/ Decrease)	\$ <u>985.96</u>
New Contract Sum, including this Change Order	\$ <u>379,775.96</u>

The Contract Time for substantial completion will be
(increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: _____ DATE: _____
Owner's Resident Project Representative

ACCEPTED BY: *Tommy G. John* DATE: 3.12.04
Contractor

Approved by: *Daniel Salmo* DATE: 3-10-04
Director of Building Maintenance

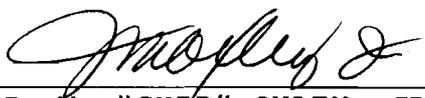
SIGNATURE PAGE FOR CHANGE ORDER REQUEST
CHANGE ORDER #3
CAVALON CONSTRUCTION, INC.
FIRE/RESCUE #40

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS



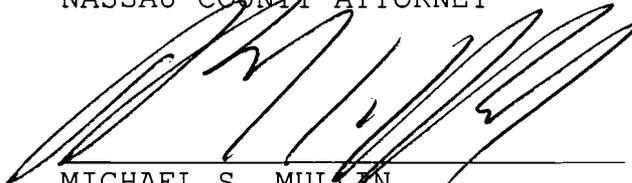
CHAIRMAN

ATTEST:



J. M. "CHIP" OXLEY, JR.
EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY



MICHAEL S. MULLIN