

A G R E E M E N T

THIS AGREEMENT entered into this 11th day of October, 2004, 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 **WILLIAMS GENERAL CONTRACTORS**, a Florida corporation, hereinafter referred to as "Contractor", whose address is 13141 North Main Street, Jacksonville, FL 32218.

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, material, and transportation to construct one new seventy feet by forty feet (70' x 40') 2800 square foot metal building with concrete slab floor. Building shall have two (2) pass through doors and two overhead steel panel type garage bay doors. The building shall be erected on the owner's property located at 45195 Musselwhite Road, Callahan, Florida, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, **Construction of one new metal building with concrete slab floor, as per plans and specifications. The specifications are attached hereto as Exhibit "A".**

All work shall be performed in accordance with applicable county ordinances and building codes.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the issuance of the Building Permit and will **SUBSTANTIALLY** complete the same within **two hundred seventy (270) consecutive calendar days**, and fully complete the Project in a total of **three hundred (300) consecutive calendar days** after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

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 no/100 Dollars (\$100.00) per calendar day or any part thereof elapsing between the date established for substantial completion and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of One Hundred and no/100 Dollars (\$100.00) per calendar day of 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:

Fifty-Five Thousand Four Hundred and Fifty-Four Dollars  
(\$55,454.00)

(Amount of Bid)

5. The Owner shall pay the Contractor for services satisfactorily performed as follows: The Contractor shall bill the County on a monthly basis or as otherwise provided for services rendered toward completion of the Work. The invoice shall be paid within forty-five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

Invoices received from the Contractor pursuant to this Contract will be sent to the clerk, indicating that services have been rendered in conformity with the

Contract, and the Clerk will provide the invoice to the appropriate county Department for review and recommendation(s) as to payment. Invoice must reference this Contract.

A. Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed.

#### 6. TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

#### 7. TERMINATION

The Contract may be terminated by the County, with or without cause, immediately upon written notice to the Contractor.

Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and, except as otherwise directed by the County, the Contractor shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County.

#### 8. AVAILABILITY OF FUNDS

The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated

for its purpose by the Board of County Commissioners of Nassau County.

9. INSURANCE

A. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

C. The Contractor shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$1,000,000.00 per occurrence.

D. The Contractor shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

E. The Contractor shall maintain, during the term of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

F. The Contractor shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

G. All insurance, other than Professional Liability and Workers' Compensation, maintained by the Contractor, shall specifically include the county as an "Additional Insured".

#### 10. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its Officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and/or any persons employed or utilized by the Contractor in the performance of the Contract.

#### 11. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party, in respect to all covenants of this Contract. Except as set forth herein, neither the County nor the Contractor shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the county, which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### 12. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification, and the Contractor shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

### 13. TIME

Time is of the essence.

### 14. FINANCIALS

The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

### 15. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract.

All drawings, maps, sketches, and other data developed or purchased under this Contract or at the County's expense shall be and shall remain the County's property and may be reproduced and reused at the discretion of the County.

The Contractor shall comply with the provisions of Florida Statutes, Chapter 119 (Public Records Law).

#### 16. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Contractor's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Contract.

#### 17. CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### 18. ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

19. NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

20. ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

21. AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

22. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such item(s) or provision(s), to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

23. CHANGES IN THE WORK

The Owner or its Resident Project Representative(s) may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.



The Owner or its Resident Project Representative(s) Owner or its Resident Project Representative(s), also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or its Resident Project Representative(s) unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Owner or its Resident Project Representative(s) Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner or its Resident Project Representative(s).

#### 24. CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit Prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed ten percent (10%) of the actual cost of the Work to cover the cost of general overhead and profit.

#### 25. FLORIDA LAW

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be held in Nassau County.

#### 26. DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing and provided by overnight mail, UPS,

FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Representative and any additional representative(s) he/she deems necessary and the Contractor's representative(s). If the dispute is not settled at that level, the Board of County Commissioners shall be notified in writing by the County Representative, and the Board of County Commissioners shall designate representatives to meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the Board of County Commissioners' designating its representatives. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. The provisions of this section shall be followed prior to either party's instituting any legal or equitable proceeding.

#### 27. NOTICE

All notices required in this Contract shall be sent via certified mail, return receipt requested, and, if sent to the County shall be mailed to:

Daniel Salmon  
Building Maintenance Director  
45195 Musselwhite Road  
Callahan, FL 32011

For invoices:

J. M. "Chip" Oxley, Jr.  
Post Office Box 4000  
Fernandina Beach, FL 32035-4000

And, if sent to the Contractor, shall be mailed to:

Rodney F. Williams, President  
Williams General Contractors, Inc.  
13141 North Main Street  
Jacksonville, FL 32218

27. SUBCONTRACTING

The Contractor may utilize the services of specialty subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

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

29. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

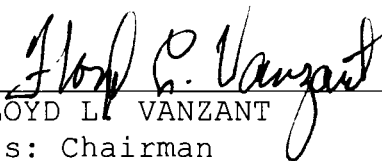
30. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized

officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

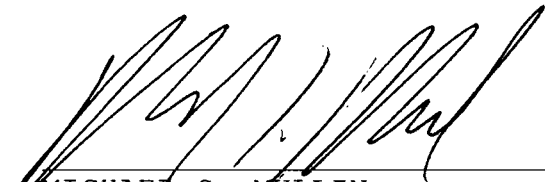
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
FLOYD L. VANZANT  
Its: Chairman

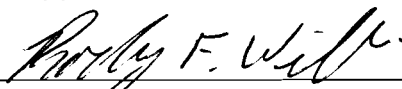
ATTEST:

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

Approved as to form by the  
Nassau County Attorney

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

CONTRACTOR:  
WILLIAMS GENERAL CONTRACTORS,  
INC.

  
\_\_\_\_\_  
By: RODNEY F. WILLIAMS  
Its: President

z/jbradley/contracts&agmts/metalbuildingcontract

NOTICE OF AWARD

TO: WILLIAMS GENERAL CONTRACTORS, INC.  
13141 NORTH MAIN STREET  
JACKSONVILLE, FL 32218

PROJECT DESCRIPTION:

Construction of One New 70x40 2800 square foot Metal  
Building with concrete slab floor, as per plans and  
specifications  
Nassau County, Florida

The Owner has considered the Bid submitted by you for  
the above described Work in response to its Advertisement  
for Bids dated June 30, 2004, and Information for Bidders.

You are hereby notified that your Bid has been  
accepted in the amount of \$55,454.00.

You are required to furnish the required Contractor's  
certificates of insurance within ten (10) calendar days  
from the date of this Notice to you.

If you fail to furnish said 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. The  
Owner will be entitled to such other rights as may be  
granted by law.

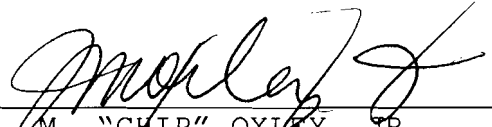
You are required to return an acknowledged copy of  
this Notice of Award to the Owner.

DATED this 1st day of September, 2004.

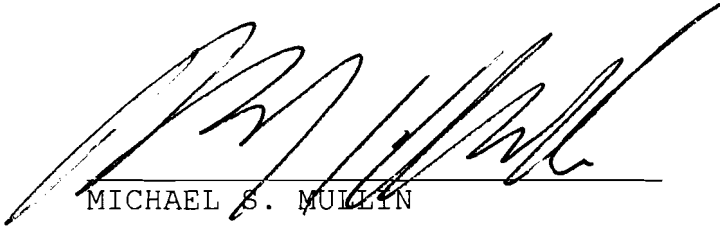
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
FLOYD L. VANZANT  
Its: Chairman

ATTEST:

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

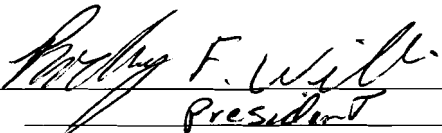
Approved as to form by the  
Nassau County Attorney

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

**ACCEPTANCE OF NOTICE**

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

Williams General Contractors Inc., this 5<sup>th</sup> day  
of October, 2004.

  
\_\_\_\_\_  
By: Robert F. Will  
Its: President

Nassau County  
Department of Building Maintenance

County   
Contractor   
  
Field   
  
Other

**CHANGE ORDER REQUEST**

PROJECT: \_\_\_\_\_ CHANGE ORDER NUMBER: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

TO CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

The Contract is changed as follows:

Original Contract Sum \$ \_\_\_\_\_

Net change by Previous Change Order \$ \_\_\_\_\_

Contract Sum Prior to This Change Order \$ \_\_\_\_\_

Amount of This Change Order (Add/Deduct) \$ \_\_\_\_\_

New Contract Sum, Including this Change Order \$ \_\_\_\_\_

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by \_\_\_\_\_ 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: \_\_\_\_\_  
Resident Project Representative

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Contractor

Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board of County Commissioners  
Or their Designee

INSERT CERTIFICATE(S) OF INSURANCE



<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		CERTIFICATE NO. / DATE AC04-3100937-138713 9/2/2004 4:24:11 PM
<b>PRODUCER</b> Eisenmann Risk Placements, Inc. 14160 Dallas Parkway, Suite 500 Dallas, TX 75254 (972) 764-0965 Fax: (972) 404-4450	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.	
<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b> WILLIAMS GENERAL CONTRACTORS 5198 CYPRESS CREST LN JACKSONVILLE, FL 32226 (904) 219-2780 Fax: (904) 714-4571	INSURER A: PROVIDENCE PROPERTY & CASUALTY INSURANCE COMPA INSURER B: 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC0100062	12/1/2003	12/1/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000
	<b>OTHER</b>  LIMITS \$ LIMITS \$				\$ \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

1. Insured is afforded Workers Compensation & Employers Liability as a co-employer under the policy for employees leased from AMS Staff Leasing, Inc. 2. This certificate remains in effect, provided the client's account is in good standing with AMS. Coverage is not provided for any employee for which the client is not reporting wages to AMS. Applies to 100% of the employees of AMS leased to WILLIAMS GENERAL CONTRACTORS, effective 12/01/2003.

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b>
NASSAU COUNTY- BOARD OF COUNTY COMMISSIONERS ATTN: JOYCE BRADLEY- CLERK OF COURT FAX: 904-548-4508 76347 VETERANS WAY YULEE, FL 32097		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 42  
WILLI-8  
DATE (MM/DD/YYYY)  
09/02/04

**PRODUCER**  
  
George A. Zellner Company  
530 Park Street  
Jacksonville FL 32204-2991  
Phone: 904-356-1492

**INSURED**  
  
Williams General Contractors,  
13141 North Main Street  
Jacksonville FL 32218

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIC 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	NAIC #
INSURER A: Mt. Hawley Insurance Company	
INSURER B: Progressive Companies	
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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	MGL0139175	05/14/04	05/14/05	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1000000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	CA017631660	01/05/04	01/05/05	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
		EXCESS/UMBRELLA LIABILITY					\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

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

Faxed to 904-548-4508

**FAXED**  
9/2/04

## CERTIFICATE HOLDER

**NASSAUC**

Nasau County Board of County Commissioners  
Att: Joyce Bradley  
76347 Veterans Way  
Yulee FL 32097

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE: *[Signature]*  
George A. Zellner Company

**HOLD HARMLESS AGREEMENT**

Williams General Contractors, Inc. (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 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: Williams General Contractors, Inc.

Name of Agent: Wesley F. Will

Title of Agent: President

Signature of Agent: Michael J. Springer

Date: 10-5-04

**EXHIBIT A**

**Nassau County Building Maintenance  
Specifications for New Metal Building**

Contractor shall supply all materials, labor and freight to construct one new seventy feet by forty feet, 2800 square foot metal building with concrete slab floor. Building shall have two pass through doors and two overhead steel panel type garage bay doors. Building is to be erected on the owner's property at 45195 Musselwhite Road, Callahan, Fl. 32011. Interested bidders are encouraged to visit the site for verification of the existing conditions. Construction shall be substantially completed within 270 calendar days. Contractor shall be responsible for obtaining permit for construction.

**Building Manufacturer Drawings:** Contractor shall provide three sets of drawings with a State of Florida Certified Engineer's raised seal and three sets of construction drawings for approval prior to purchase. Building shall meet all state and local codes as per Florida Building Code, 2001.

**Concrete Slab:** 5" thick, FDOT class three concrete with wire reinforcement.

**Footing:** Shall be designed by the building manufacturers qualified engineer, drawings shall be stamped and sealed by a State of Florida licensed and registered engineer. Footing shall be constructed to the engineer's specifications.

**Electrical:** Work to be done by Owner, Contractor shall coordinate underground rough in with Owner's Representative.

**Plumbing:** Work to be done by Owner, Contractor shall coordinate underground rough in with Owner's Representative.

**Mechanical:** None.

**Building wall height:** Twelve foot at eave.

**Walls:** 26 Gauge metal siding, submit available color and style information for approval prior to purchase.

**Roof:** 2.5/12 pitch, 26 gauge galvalume, standing seam, submit color information for approval prior to purchase.

**Insulation:** shall be four inch with a continuous vapor barrier, all roof/ceiling and walls.

**Fasteners:** Fasteners shall be long life matching panel color.

**Doors:** All doors shall have framed openings.

**Garage Bay Doors:** Sectional with no glazing, wind loaded for 110 mph wind zone as per 2001 Florida Building Code, ½ horsepower openers with edge safety sensors.

**Passage doors:** Steel with steel knock down jambs, 3'0"X7'0", paint primed.

**Door hardware:** Shall be by the manufacturer, U.S., model number 5052-26D, brushed chrome finish, lever handle set.

**Concrete Aprons:** One 16 foot by 20 foot concrete apron in front of the south elevation garage door and one 16 foot by forty foot apron in front of the east elevation garage door, the thickness shall be the same as the building slab. A seven foot by five foot by four inch thick slab in front of each passage door with a covered awning the full length and width of the slab. All aprons shall slope away from the building a maximum of 1.5% slope.

**Windows:** None.

**Ridge Vent:** The manufacturer shall supply and install a continuous ridge vent.

**NOTICE TO PROCEED**

To: WILLIAMS GENERAL CONTRACTORS    DATE: October 11, 2004  
13141 North Main Street  
Jacksonville, FL 32218

Project: Construction of  
one (1) new 70x40 2800  
square foot metal  
building with concrete  
slab floor, per plans  
and specifications


You are hereby notified to commence work in accordance with the Agreement dated the 11th day of October, 2004, within fifteen (15) calendar days after the date of the issuance of the Building Permit, and you are to substantially complete the work within 270 consecutive calendar days, and fully complete the Project in a total of 300 consecutive calendar days.

OWNER:

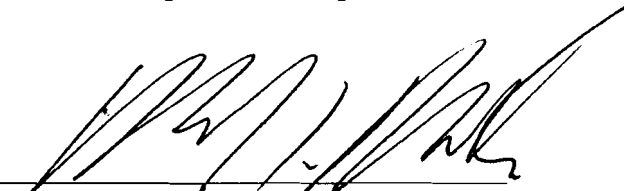
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
FLOYD I. VANZANT  
Its: Chairman

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:

  *Prody walt*  , this   18<sup>th</sup>   day  
of   *October*  , 2009.

By:   *Prody walt*    
Its: \_\_\_\_\_