

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 **E. J. LEDUC, INC.**, a Florida corporation, 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, material, and transportation for Fire/Rescue Station 30 - Truck Bay Expansion Nassau County, Florida, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, ***Extension and Modification of the Fire Truck Bays as per plans and specifications.***

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 **one hundred fifty (150) consecutive calendar days**, and fully complete the Project in a total of **one hundred eighty (180) 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:

Thirty-Six Thousand Five Hundred Dollars (\$36,500.00)  
(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:

Daniel F. Brady, Sr.  
E. J. LeDuc, Inc.  
771 Blackmoor Gate Lane  
St. Augustine, FL 32084  
Post Office Box 3229  
St. Augustine, FL 32085

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:

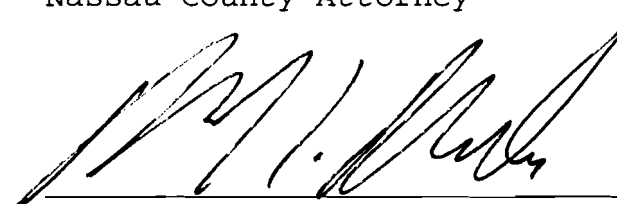
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

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

ATTEST:

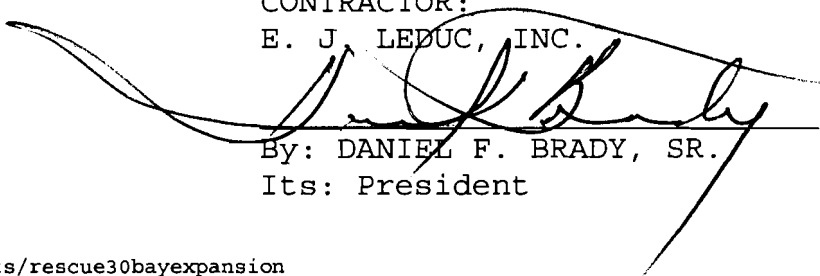
  
\_\_\_\_\_  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

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

CONTRACTOR:

E. J. LEDUC, INC.

  
\_\_\_\_\_  
By: DANIEL F. BRADY, SR.  
Its: President

z/jbradley/contracts&agmts/rescue30bayexpansion

NOTICE OF AWARD

TO: E. J. LEDUC, INC. CONSTRUCTORS  
771 Blackmoor Gate Lane  
St. Augustine, FL 32084

PROJECT DESCRIPTION:

Extension and Modification of the Fire Truck Bays as for  
Fire Rescue #30  
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 April 7, 2004, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$36,500.00.

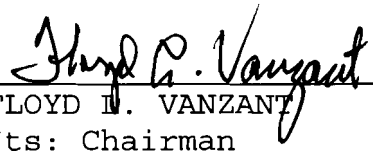
You are required to furnish the required Contractor's certificates of insurance within ten (10) calendar days from the date of this Notice to you.

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~~th~~ day of September, 2004.

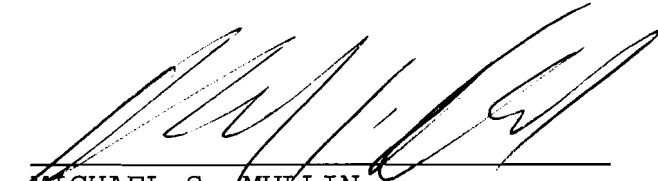
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

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

ATTEST:


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

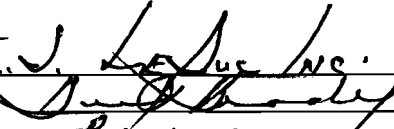
Approved as to form by the  
Nassau County Attorney

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

**ACCEPTANCE OF NOTICE**

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

  
\_\_\_\_\_, this 1st day  
of OCTOBER, 2004.

F. J. Leary, Inc.  
By:   
\_\_\_\_\_  
Its: PRESIDENT.

Nassau County  
Department of Public Works

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: 10/21/04

Contractor

Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_

Board of County Commissioners  
Or their Designee

INSERT CERTIFICATE(S) OF INSURANCE



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 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: E.J. LeSue Inc.

Name of Agent: DANIEL F. BRADY

Title of Agent: Pres.

Signature of Agent: [Handwritten Signature]

Date: 10/1/04

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 10/07/2004

<b>PRODUCER</b> Harvey Insurance Agency, Inc. P.O. Box 1854 Interlachen FL 32148		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>INSURED</b> E. J. Leduc, Inc. 771 Blackmoor Gate Ln St Augustine FL 32084-1881		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A: Southern Owners Insurance Company	NAIC #
		INSURER B: Auto Owners Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

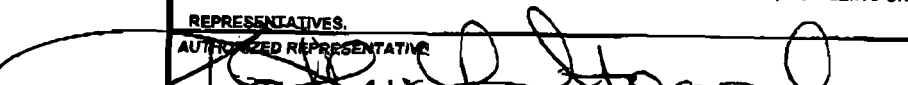
**COVERAGES**

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	20628937-04	02/06/04	02/06/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4427610500	02/06/04	02/06/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESSUMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

Carpentry Construction & Janitorial Services

<b>CERTIFICATE HOLDER</b> Nassau County Board of County Commissioners P.O. Box 1010 Fernandina Beach, FL 32035-1010	<b>CANCELLATION</b> 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: 
--	---

**E.J.LeDuc, Inc.**  
C O N S T R U C T O R S

Ms. Joyce Bradley  
Clerk's Office  
76347 Veterans Way  
Yulee, FL 32097

*Received  
3-30-05*

**Re: Fire Rescue # 30 Truck Bay Expansion:**

Dear Ms. Bradley:

We apologize for the delay in returning this notice. This project was delayed due to several reasons which were out of our control.

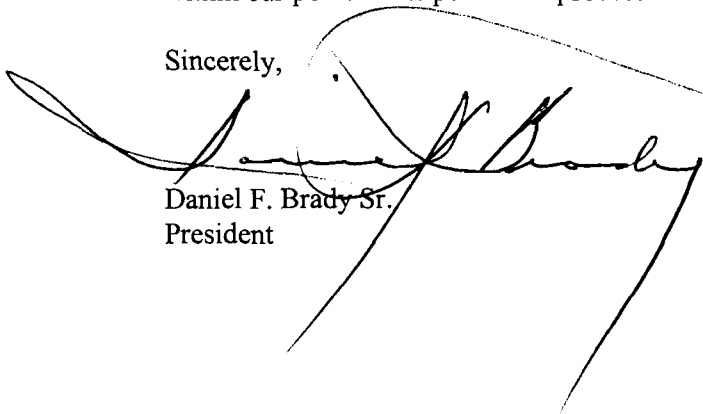
A delay occurred in getting a permit for construction approved through the County. There was a structural detail which held up the drawing approval. The Architect and Engineer approval and re-submittal of the details prevented a quick turn around.

This delay in turn caused a scheduling problem with our concrete and masonry sub contractors. We had to eventually abandon our original contracts and find new sources of labor to complete this work. Furthermore we submitted shop drawings to the Architect for approval and were informed they had no contract for this portion of the project. The drawings were sent to the county and they were unable to approve also. Although confusing we met with the county and agreed upon the type of materials and design requirements.

The project is currently under construction with all shop drawing submittals in order with our vendors. We have been delayed by weather since the start of the project but continue to work.

Again we are committed to finishing this project in a timely manner and will do everything within our power to expedite the process.

Sincerely,



Daniel F. Brady Sr.  
President

**Professional Contractors, Construction Managers & Design/Builders**

PO Box 3229 St. Augustine Fl. 32085 P: 904-829-0187 F:904-829-8693 Email: [leducinc@se.rr.com](mailto:leducinc@se.rr.com)

State Certification CGC062934

**NOTICE TO PROCEED**

To: E. J. LEDUC, INC., CONSTRUCTORS  
771 Blackmoor Gate Lane  
St. Augustine FL 32084

DATE: October 11, 2004

Project: Fire Rescue #30  
Truck Bay Expansion

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 150 consecutive calendar days, and fully complete the Project in a total of 180 consecutive calendar days.

OWNER:

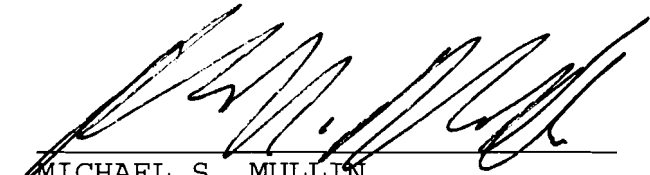
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

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

ATTEST:

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

Approved as to form by the  
Nassau County Attorney



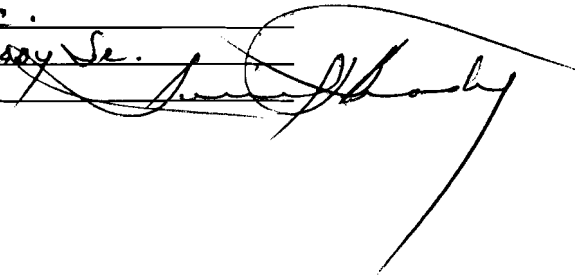
MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

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

\_\_\_\_\_ , this 26 day  
of JANUARY , 2005.

E.J. LeDuc, Inc.  
By: DANIEL F. BRADY Sr.  
Its: PRESIDENT



Return to: (enclose self-addressed stamped envelope)

Name: DANIEL F. BRADY SR  
Address: 771 BLACKMOON GATE LANE  
ST. AUGUSTINE FL. 32084

This Instrument Prepared by:

Name: SAME  
Address:

Property Appraisers Parcel Identification

INSTR # 200503722  
OR BK 01290 PG 1368  
RECORDED 01/26/2005 02:13:15 PM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 10.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

### NOTICE OF COMMENCEMENT

Permit No. \_\_\_\_\_

Tax Folio No. \_\_\_\_\_

State of Florida \_\_\_\_\_

County of NASSAU \_\_\_\_\_

The undersigned hereby gives notice that improvements will be made to certain real property, and in accordance with chapter 713 of the Florida Statutes, the following information is provided in this NOTICE OF COMMENCEMENT.

Legal description of property (include Street Address, if available) 51-3N-27-0000-0000-02100  
70 PAGES DAIRY ROAD, JULIE FL. 32097

General description of improvements ADDITIONAL TO EXISTING FIRE STATION.

Owner's Name NASSAU COUNTY BOARD COUNTY COMMISSIONERS

Address 70 PAGES DAIRY ROAD, STATION # 30, JULIE, FL. 32097

Owner's interest in site of the improvement 9'x32' AMTION FOR THEIR USE.

Fee Simple Title holder (if other than owner) \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contractor E.J. Leduc, Inc.

Address 771 BLACKMOON GATE LANE

Phone: 904-829-0187

Fax: 904-829-8699

Surety N/A

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Address \_\_\_\_\_

Amount of bond \$ \_\_\_\_\_

Lender's Name N/A

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Persons within the State of Florida designated by owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes.

Name DANIEL F. BRADY SR. / E.J. Leduc, Inc.

Address 771 BLACKMOON GATE LANE, 32084 Phone: 904-829-0187 Fax: 904-829-8699

In addition to himself, owner designates E.J. Leduc, Inc.

Of 771 BLACKMOON GATE LANE, ST. AUGUSTINE Phone: 904-829-0187 Fax: 904-829-8699

to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

Expiration date of Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

Signature of Owner

MICHAEL MAHANEY - COUNTY ADMIN.

Printed Name of Owner



NOTARY RUBBER STAMP SEAL  
Ann R. Myers  
MY COMMISSION # D0268758 EXPIRES  
January 3, 2008  
BONDED THRU TROY FARM INSURANCE, INC.

I have relied upon the following identification of the Affiant MICHAEL MAHANEY

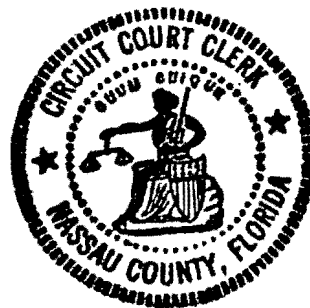
Sworn to and subscribed before me this 26TH day of JAN, 2005

Notary Signature ANN R. MYERS

Printed Name

REC 10.00  
2.50  
17.50

**A CERTIFIED TRUE COPY**  
*John A. Crawford / Rhoda Goodwin*  
Clerk Circuit / County Court  
Nassau County, Florida



**FedEx** Express *USA Airbill*

FedEx Tracking Number

8463 9954 0715

Sender's Copy

**1 From** Please print and press hard

Date 10-14-04

Sender's FedEx Account Number

1655-6271-2

Sender's Name JM OXLEY, JR

Phone (904) 548-4600

Company BOARD OF COUNTY COMMISSIONERS

Address 76347 VETERANS WAY

Dept./Floor/Suite/Room

City YULEE

State FL ZIP 32097

**2 Your Internal Billing Reference**

First 24 characters will appear on invoice.

Contract docs

**3 To**

Recipient's Name DANIEL F. BRADY, JR

Phone ( )

Company E. J. LEDUC, INC.

Address 771 BLACKMOOR GATE LANE

To "HOLD" at FedEx location, print FedEx address.

We cannot deliver to P.O. boxes or P.O. ZIP codes

Address

Dept./Floor/Suite/Room

City ST. AUGUSTINE

State FL ZIP 32084

**4a Express Package Service**

FedEx Priority Overnight  
Next business morning

FedEx Standard Overnight  
Next business afternoon

**Packages up to 150 lbs.**  
Delivery commitment may be later in some areas.  
 FedEx First Overnight  
Earliest next business morning delivery to select locations

FedEx 2Day  
Second business day

FedEx Express Saver  
Third business day

FedEx Envelope rate not available. Minimum charge: One-pound rate

**4b Express Freight Service**

FedEx 1Day Freight\*  
Next business day

FedEx 2Day Freight  
Second business day

**Packages over 150 lbs.**  
Delivery commitment may be later in some areas.  
 FedEx 30Day Freight  
Third business day

\* Call for Confirmation

\* Declared value limit \$500

**5 Packaging**

FedEx Envelope\*

FedEx Pak\*  
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak

Other

**6 Special Handling**

SATURDAY Delivery Available ONLY for FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes

Include FedEx address in Section 3.

HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight

HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

**Does this shipment contain dangerous goods?**  
One box must be checked.

No  Yes  
As per attached Shipper's Declaration

Yes  
Shipper's Declaration not required

Dry Ice  
Dry Ice, 9, UN 1845 x kg

Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging.

Cargo Aircraft Only

**7 Payment Bill to:**

Enter FedEx Acct. No. or Credit Card No. below.

Sender  
Acct. No. in Section 1 will be billed.

Recipient

Third Party

Credit Card

Cash/Check

FedEx Acct. No.  
Credit Card No.

Exp. Date

Total Packages

Total Weight

Total Declared Value\*

\$ .00

\*Our liability is limited to \$100 unless you declare a higher value. See back for details.

FedEx Use Only

**8 Release Signature**

Sign to authorize delivery without obtaining signature.

Try online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

Questions? Visit our Web site at fedex.com

or call 1.800.Go.FedEx® 800.463.3339.

0277314899

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

447

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PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.





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

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

October 14, 2004

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

Mr. Daniel F. Brady, Sr.  
E. J. LeDuc, Inc., Constructors  
771 Blackmoor Gate Lane  
St. Augustine, FL 32084

Dear Mr. Brady:

Enclosed please find for your files one fully executed original of the agreement between your firm and Nassau County for the extension and modification of the fire truck bays at Station 30.

The work shall commence within fifteen calendar days after the date of the issuance of the building permit.

We look forward to working with your firm on this project.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb

Enclosure

CC; Daniel Salmon, Building Maintenance Director  
Tim Milligan, Facilities Supervisor

548-4660  
(904) ~~921-5766~~, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer