

CONTRACT

THIS CONTRACT entered into this 22nd day of May, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, A POLITICAL SUBDIVISION OF THE State of Florida, hereinafter referred to as "County", and Canyon Creek Construction, Inc., 49085 Canyon Creek Road, Hilliard, Florida 32046, hereinafter referred to as "CONTRACTOR".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed proposals for the construction of a New Metal Building for the Nassau County Solid Waste Department, on March 16, 2006 at 2:00 p.m.; and

WHEREAS, the Board of Commissioners of Nassau County, on April 24, 2006, determined that, based upon the recommendation of the Building Maintenance Department head and the County Administrator, the lowest bidder was Canyon Creek Construction in the amount of \$64,900.00; and

WHEREAS, the Board of County Commissioners awarded the bid to Canyon Creek Construction, subject to execution of this contract.

RECITALS

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other mutually agreed upon considerations contained herein, the parties agree as follows:

SECTION 1. DESCRIPTION OF SERVICES TO BE PROVIDED

The Contractor has agreed to perform pursuant to the specifications in the Request for Proposal, attached as Exhibit "A". Said attachment "A" shall become a part of this Agreement.

SECTION 2. TIME OF PERFORMANCE

Construction shall be completed to the Board of County Commissioners' satisfaction within two hundred seventy (270) calendar days from the execution of this contract. A determination of completion shall be evidenced by written

acceptance executed by the Chairman of the Board of County Commissioners.

SECTION 3. COMPENSATION

The total amount to be paid by Nassau County to the Contractor is \$64,900.00. Payments will be disbursed in the following manner per the following draw schedule, as defined in the attached proposal, (Exhibit "B"), and made a part of this contract:

1 st draw 10% at building plan approval and permitting	\$ 6,490.00
2 nd draw 20% at foundation completion	\$12,980.00
3 rd draw 40% at building delivery	\$25,960.00
4 th draw 20% at building erection	\$12,980.00
Final draw 10% at job completion (Certificate of Acceptance)	\$ 6,490.00

The Contractor shall not be paid additional compensation for any and/or all loss, or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

No payment for projects involving improvements to real property shall be due until Contractor delivers to County a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

SECTION 4. PROMPT PAYMENT ACT

Payments shall be made within forty-five (45) days of receipt of Contractor's invoice, and shall be paid pursuant to Florida Statutes 218.70, the Florida Prompt Payment Act. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and inspected and approved as provided in Section 12.

SECTION 5. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend, and hold harmless Nassau County, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the County of Nassau, or its agents, employees or subcontractors, in the performance of this contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the contractor, or its agents, employees or subcontractors, in the performance of this Contract.

The Contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as Nassau County's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

Workers' Compensation: The Contractor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the county shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of construction. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of

coverage. In the event that the statutory liability of the County is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

Waiver of Subrogation: Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Subcontractors: It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the contractor for any and all claims under this Contract.

Umbrella or Excess Liability: The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or excess Liability is written on "Non-Follow Form", the County shall be endorsed as an Additional Insured.

Right to Review: The County, through its Risk Management Coordinator, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION 6. PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the law of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the County. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION 7. WORK CHANGES

The County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustment in the contract price and time for completion. All changes will be authorized by a written change order signed by the Chairman of the Board of County Commissioners as representing the County and agreed to in writing by the contractor. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties, or by arbitration before starting the work involved in the change.

SECTION 8. COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the

Contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

SECTION 9. CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION 10. NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed, Contractor shall submit a request for inspection in writing to the Project Manager. The Project Manager shall promptly inspect and issue a written inspection report. The Building Official has separate and distinct responsibilities, not governed by this Agreement.

SECTION 11. DELIVERY DOCUMENTATION

Where Contract provides, in whole or in part, for the sale and purchase of materials/product, the Contractor shall prepare a delivery ticket in triplicate for each shipment of material/product delivered to the County. The delivery ticket shall be signed by the Project Manager receiving the material product. One copy shall be given to the Project Manager with the material/product, the Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION 12. INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with terms and conditions of the contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or

delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, Project Manager shall approve the invoice when it is received. The invoice shall be reviewed and approved by the Contract Manager and the County Administrator and then provided to the Clerk for review and recommendation to the Board of County Commissioners. Thereafter the Contractor shall be entitled to payment, as described in Section 3. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him to correct the deficiencies so pointed out at no additional charge to the County, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION 13. ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

SECTION 14. LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained through the duration of the Contract.

SECTION 15. SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION 16. ASSIGNMENT

Contractor shall not delegate, sublet or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the County.

SECTION 17. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the County, by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the County may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the County for any additional cost incurred by it in its completion of the work. The County may also, in event of termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the County for any additional cost incurred for such material. Contractor and his sureties shall be liable to the county for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the County may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the County one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the County for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (3) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the County in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The County may terminate this agreement with or without cause by giving the vendor/contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the

thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

SECTION 18. LAW AND VENUE

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.

SECTION 19. REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the County for any expenditures incurred by the County in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the County to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the County in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the contract.

SECTION 20. 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 to the County Administrator with a copy to the Project Manager, 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 Administrator, the Project Manager, and the Contract Manager or their designee(s) and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Project Manager or his/her designee, and the County Attorney, the County Administrator, the Contract Manager, and the Project Manager or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the 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 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. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 21. PROJECT MANAGER

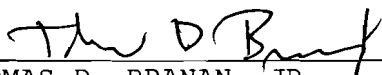
The Project Manager for the County shall be Daniel Salmon.

SECTION 22. ENTIRE AGREEMENT

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract at Nassau County, Florida, this day and year first above written.

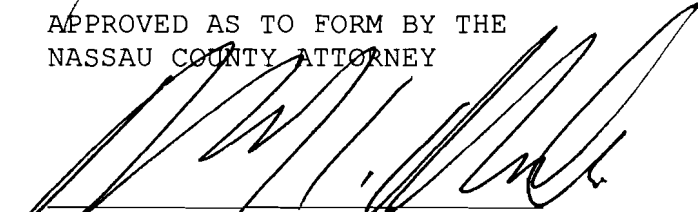
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY


MICHAEL S. MULLIN

CANYON CREEK CONSTRUCTION, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

Before me personally appeared, _____,
who is personally known ____ or produced _____
As identification, known to be the person described in and who
executed the foregoing instrument, and acknowledged to and before
me that he/she executed said instrument for the purposes therein

expressed.

WITNESS my hand and official seal, this _____ day of
_____.

Notary Signature

Notary-Public-State of _____ at large
My Commission expires: _____

expressed.

WITNESS my hand and official seal, this 21st day of April 2006

Melissa D. Hunsucker
Notary Signature

Notary-Public-State of FL at large
My Commission expires: 8/18/06

MELISSA D. HUNSUCKER
Notary Public, State of Florida
My comm. exp. Aug. 18, 2006
Comm. No. DD 143141

EXHIBIT "A"

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

Contractor shall supply all materials, labor and freight to construct one new thirty foot by forty foot, 1200 square foot metal building with concrete slab floor. Building shall have one- man door and two overhead steel panel type garage bay doors. Building is to be erected on the owner's property at 46026 Landfill 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: Six inches thick, four thousand pound per square inch concrete with wire reinforcement as per drawings by Nassau County Public Works Department.

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. Nassau County has provided a drawing for the purpose of aiding the engineering of the slab, depicting the slab requirements for heavy equipment.

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

Plumbing: None

Mechanical: Frame building to accept one exhaust fan. Location as per drawings. Supply and install one new Granger catalog number 6D572, or equal fan with enclosure and outside self closing louvers with bird screen.

Building wall height: Eighteen 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.

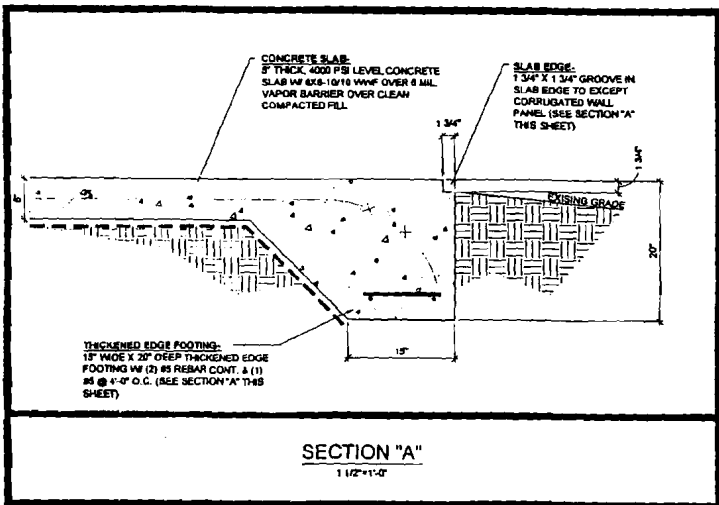
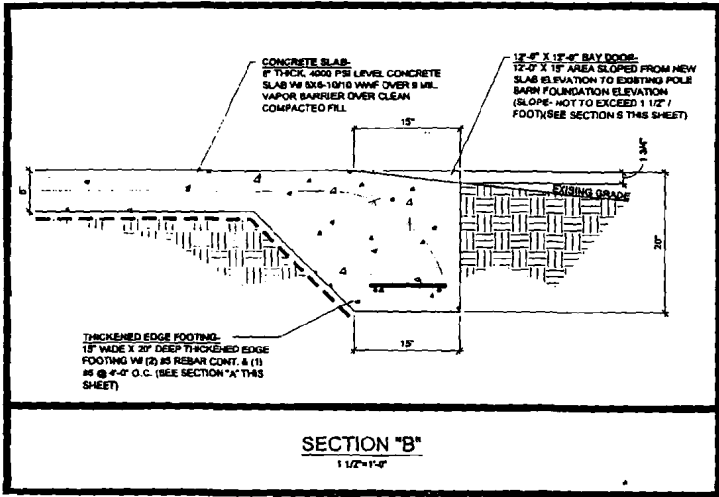
Doors: All doors shall have framed openings.

Garage Bay Doors: One sixteen foot high by sixteen foot wide, and one twelve foot high by twelve foot wide, sectional type with no glazing, wind loaded for 110 mph wind zone as per 2001 Florida Building Code. Doors shall be supplied with manual chain type openers.

Passage door: Steel with steel knock down jambs, 3'0" X 7'0", paint primed.

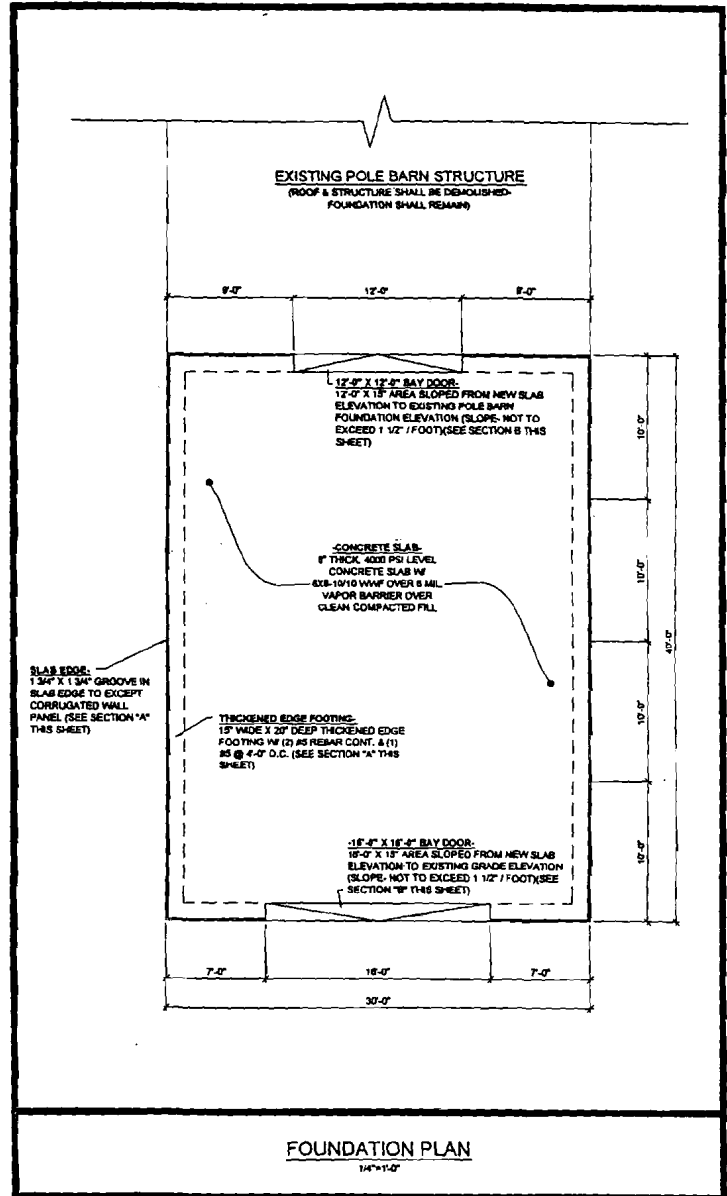
Door hardware: Shall be by the manufacturer, U.S., model number 5052-26D, brushed chrome finish, lever handle set.

Windows: None.



FOUNDATION NOTES:

1. ALL CONCRETE SHALL BE F_w 4000 PSI.
2. ALL REINFORCING BARS SHALL BE ASTM A618, A306, GRADE 60.
3. WELDED WIRE FABRIC SHALL BE ASTM A185.
4. CODE REQUIREMENTS PER F.B.C. 2001.
5. MAXIMUM LOAD CALCULATED FOR A 48 KIP PIECE OF EQUIPMENT WITH 8 KIPS / WHEEL.
6. ALL UNSUITABLE FOUNDATION MATERIAL SHALL BE REMOVED WITH FOOTINGS RESTING ON UNDISTURBED SOIL WITH A MINIMUM BEARING CAPACITY OF 2500 PSF.
7. ALL NEW FILL SHALL BE COMPACTED IN 8" LIFTS.
8. ALL SOIL TO HAVE A COMPACTION OF 98% AS MEASURED BY MODIFIED PROCTOR TEST (ASTM D-1557).
9. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.



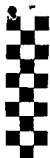
DATE	BY	REVISION

NASSAU COUNTY
 ENGINEERING SERVICES DEPARTMENT

FOUNDATION PLANS FOR A NEW
 METAL BUILDING FOR
**NASSAU COUNTY LANDFILL
 MAINTENANCE SHOP**

DRAWN BY: RTC
 CHECKED BY: DS
 DATE: 11/18/2005
 SHEET # 1 OF 1

A1
 REVISION #



CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

NASSAU COUNTY BUILDING DEPT
96135 NASSAU PLACE
ATTN CHARLOTTE YOUNG
YULEE, FL 32097

INSURED:

CANYON CREEK CONSTRUCTION INC
49085 CANYON CREEK ROAD
HILLIARD, FL 32046-5701

Table with columns: TYPE OF INSURANCE, POLICY NUMBER & ISSUING CO., POLICY EFF. DATE, POLICY EXP. DATE, LIMITS OF LIABILITY (*LIMITS AT INCEPTION). Rows include Liability, Automobile Liability, Excess Liability, and Statutory Limits.

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Effective Date of Certificate: 04-21-2006
Date Certificate Issued: 05-31-2006

Authorized Representative: DAVID CABELL
Countersigned at: 11 SOUTH 7TH STREET
FERNANDINA BEACH, FL 320