

CONTRACT

THIS CONTRACT entered into this 21st day of December, 2005, 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 **GEORGE P. COYLE & SONS, INC.**, 2361 Dennis Street, Jacksonville, Florida 32204, and whose mailing address is Post Office Box 2267, Jacksonville, Florida 32203-2267, hereinafter referred to as "CONTRACTOR".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received proposals for the installation of chain link fencing at the Yulee Sports Complex; and

WHEREAS, George P. Coyle & Sons, Inc., was the lowest and best bidder for the project and was awarded the bid on December 14, 2005.

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 specific work which the Contractor has agreed to perform pursuant to the Bid Plans and Specifications, made a part of this Contract, and attached hereto as Exhibit A, is to furnish all labor, materials, equipment, freight, transportation and erection of approximately one thousand three hundred eleven linear foot (1311') of six foot (6') high chain link fence,

eighty six linear foot (86') of twelve foot (12') high backstop chain link fence, eighty two linear feet (82') of eight foot (8') high chain link fence, and five hundred thirty foot (530') of four foot (4') high chain link fence, complete with all appurtenances as specified in the Bid Plans and Specifications.

SECTION 2. TIME OF PERFORMANCE

Work pursuant to this contract shall be completed within sixty days of the Notice to Proceed. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Building Maintenance Director until all work specified in the bid specifications has been rendered.

SECTION 3. COMPENSATION

The total amount to be paid by Nassau County to the Contractor is \$27,489.00. This amount includes labor, materials, equipment, freight, transportation and erection of chain link fencing at the Yulee Sports Complex, Goodbread Road, Yulee, Florida, as specified in the Bid Plans and Specifications. Payments will be disbursed in the following manner: 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 Prompt Payment Act. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation of an indication of percentage of completion and shall be reviewed by the Building Maintenance Director and approved or denied and sent to the Contract Manager

for review and/or approval. Said invoice will then be provided to the County Administrator and Clerk of Courts for review and recommendation to the Board of County Commissioners.

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. Contractor, by executing this contract, affirms that he has inspected the job site, knows of the site conditions, knows of the type of equipment necessary and said bid was submitted in contemplation of these facts.

SECTION 4. CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of the Clerk, 76347 Veterans Way, Yulee, Florida 32097. All documents submitted by Contractor in relation to said bid are, by reference, made a part hereof as if set forth herein in full.

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 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 coverages, 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 laws 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 adjustments 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 representing the County and 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.

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 Building Maintenance Director.

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 Building Maintenance Director or his designee receiving the material product. One copy shall be given to the Building Maintenance Director or his designee 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 the terms and conditions of the contract documents, Building Maintenance Director shall make inspection as soon a 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, the Building Maintenance Director shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to

payment, as described in Section 3. If, on such inspection the Building Maintenance Director 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 Building Maintenance Director. Such examination, inspection, or tests made by the Building Maintenance Director, 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 throughout 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 also 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. Damages for Delay. Except as set forth in Paragraph B, there shall be no damages for delay.
- D. 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) any acts by the County, (3) 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, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions. 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. APPROPRIATION APPROVAL

The Contractor acknowledges that the appropriations necessary for the funding of this Contract shall be adopted annually the Board of County Commissioners of Nassau County, Florida, during the regular budget process. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the County and no charges, penalties or other costs shall be assessed.

SECTION 21. 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 Building Maintenance Director and Contract 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 and the Building Maintenance Director or their designee, Contract Manager, 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 Contract Manager and the County Attorney and the County Administrator, the Contract Manager and the Building Maintenance Director 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.

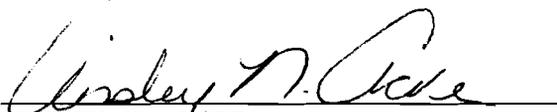
SECTION 22. ENTIRE AGREEMENT

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.

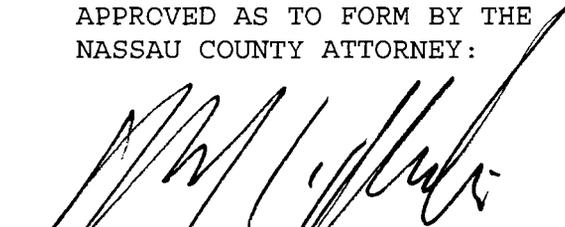
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. CREE
CHAIRMAN

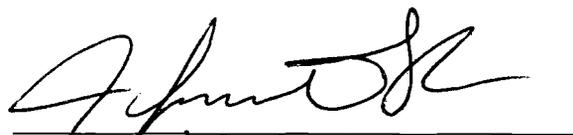
ATTEST:


JOHN A. CRAWFORD
EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:


MICHAEL S. MELLIN

GEORGE P. COYLE & SONS, INC.


By: J. GARRET Coyle
Its: President

STATE OF FL
COUNTY OF Duval

Before me personally appeared, J. Garrett Coyle, 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 28th day of Dec, 2005.

Valerie J. Carrier
Notary Signature

VALERIE J. CARRIER
Notary Public, State of Florida
My comm. exp. Sept. 20, 2009
Comm. No. DD 437162

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

EXHIBIT "A"

**YULEE SPORTS COMPLEX CHAIN LINK FENCE
SPECIFICATIONS**

Part 1- General

Scope of Work: The work under this section includes furnishing all labor, materials, equipment, freight, transportation, and the erecting of approximately one thousand three hundred eleven (1311') linear foot of six (6') foot high chain link fence, eighty six (86') linear foot of twelve (12') foot high backstop chain link fence, eighty two (82') linear feet of eight (8') foot high chain link fence, and five hundred thirty (530') of four (4') high chain link fence, complete with all appurtenances as specified herein. All references to ASTM Specifications shall mean the latest edition published.

Related Documents: Civil Engineered Drawings depicting the placement of fence, also drawing by Nassau County Parks and Recreation Department, overlay of the Civil Engineered Drawings more accurately depicting the placement of fences, gates and openings with fence heights for the Park and the backstops for the Little League Practice Field.

Quality Assurance: Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings and fastenings.

Submittals: Product Data: Submit manufacturer's technical data, and installation instructions for metal fencing, fabric, gates and accessories.

Part 2- Products

Base Metal: The base metal of the fabric shall be a good commercial quality of steel with heavy-duty 9-gauge steel wire, with a zinc coating, knuckled at top and bottom.

Steel Fabric: Fabric shall be number nine gauge steel wires, 2-1/4" mesh with top and bottom selvages knuckled for all fabric. Furnish one-piece fabric widths for fencing up to 12 feet high.

Framing and Accessories: Steel Framework, General: Galvanized steel, ASTM A 120 or A 123, with not less than 1.8 oz. Zinc per square foot of surface.

Fittings and Accessories: Galvanized, ASTM A 153, with zinc weights per Table I.

Fabric Finish: Galvanized, ASTM A392, Class II, with not less than 2.0 oz. Zinc per square foot of surface.

End Corner and Pull Post: Minimum sizes as required for the purpose intended but no less than 2-3/8"(2" ID) Schedule 40 pipe for fences up to 4' high; no less than 2-7/8" (2-1/2" ID) Schedule 40 for fences up to 8' high; and no less than 3-1/2" (3" ID) Schedule 40 for fences up to 12' high.

Gate Post: Furnish posts for supporting single gate leaf, or one leaf or a double gate installation, for nominal gate widths as follows:

Leaf Width	Gate Post	lbs./lin. ft.
Up to 6' or 2.875"	3.5"x3.5"rollformed	4.85 section
Over 6' to 13'	4.00." OD pipe	9.11
Over 13' to 18'	6.625"OD pipe	18.97
Over 18'	8.625" OD pipe	28.55

Line Post: Minimum size as required for the purpose intended but no less than 1-7/8"(1-1/2"ID) Schedule 40 pipe for fences up to 4' high; no less than 2-3/8" (2"ID) Schedule 40 pipe for fences up to 8' high; and no less than 2-7/8" (2-1/2"ID) Schedule 40 for fences up to 12' high. The maximum spacing of line post shall be 10'. All backstop post 12' high shall be 3-1/2"(3"ID) Schedule 40.

Top Rail: Minimum size as required for the purpose intended but no less than 1-5/8" (1-1/4" ID) Schedule 40 pipe.

Intermediate Rail: Minimum size and frequency as required for the purpose intended but no less than 1-5/8" (1-1/4"ID) Schedule 40 pipe. Provide intermediate rail on fences over 5' high at sections adjacent to end, corner, pull and gate post.

Wire Ties: 9 gauge galvanized steel to match fabric core material.

Post Brace Assembly: Manufacturer's standard adjustable brace at end of gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375" diameter rod and adjustable tightener.

Post Tops: Provide weather-tight closure cap with loop to receive top rail; one cap for each post.

Stretcher Bars: One-piece lengths equal to full height of fabric, with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into post.

Fabric Connections: Fasten chain link fabric at all end post by using manufacturers attachment brackets, tensioning devices and hardware. Chain link fabric shall be attached at all line post, top and bottom rails at intervals not exceeding 15 inches.

End Post Tops: Post tops shall consist of rounded tops to shed water matching the post type as provided by the manufacturer. The post tops shall fit over the outside of post and shall exclude moisture from post.

Gates: Gates shall be swing, complete with latches, stops, keepers, and hinges. Gate frames shall be fabricated of schedule forty (40), one and five eights (1 5/8") inch pipe, welded. Gate corners shall be squared and true for a neat appearance. Fabric shall be of the same material as fence fabric, with attachment points no less than twelve (12") inches spacing.

Gate Latches: Gate latches, stops and keepers shall be provided for all gates. Latches shall have a plunger-bar arranged to engage the center stop, except that for single gates of openings less than ten (10') feet wide, a forked latch may be provided. Latches shall be arranged for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a

plunger bar of the latch of double gates. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position.

Concrete: Provide concrete consisting of Portland cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 2,500 psi using at least 4 sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

Part 3- Execution

Installation: Do not begin installation and erection before final grading is completed, unless otherwise permitted.

Excavation: Drill concrete and hand excavate (using post hole digger), holes for post diameters and spacing indicated, in firm, undisturbed or compacted soil.

Setting Post: Post shall be spaced equidistant in the fence line on a maximum of ten (10) foot centers. The distance between pull post shall not exceed 500 feet. Posts shall be plumb with the tops of the posts properly aligned. Pull posts shall be installed at breaks in vertical grades of fifteen (15) percent or more. Corner post are to be installed at all horizontal breaks in fence of fifteen (15) degrees or more. Gate posts shall be spaced as required for walk and roadway openings. All post shall be set in concrete. Line post holes shall be forty (40") inches deep, all ten (10") inches diameter with concrete fill. Terminal, corner and gate post holes shall be forty (40") inches below finished grade with a minimum diameter of twelve (12") inches. All posts shall be set thirty-six (36") inches deep with four (4") inches of concrete below the end of the post. All twelve-foot high fence post holes shall be forty (40") inches below finished grade with a minimum diameter of fourteen (14") inches. The top exposed surface of the concrete footing shall be trowel to a crown, sloped to shed water and provide a neat appearance when completed.

Top Rails: Run top rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.

Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.

Fabric: Leave approximately 2" between finish grade and bottom selvage, unless otherwise indicated. Pull fabric taut and tie posts, rails and tensions wires. Install fabric on security side of fence and anchor to framework so that fabric remains in tension after pulling force is released.

Stretcher Bars: Thread through or clamp to fabric 4" on center, and secure to posts with metal bands spaced 15" on center.

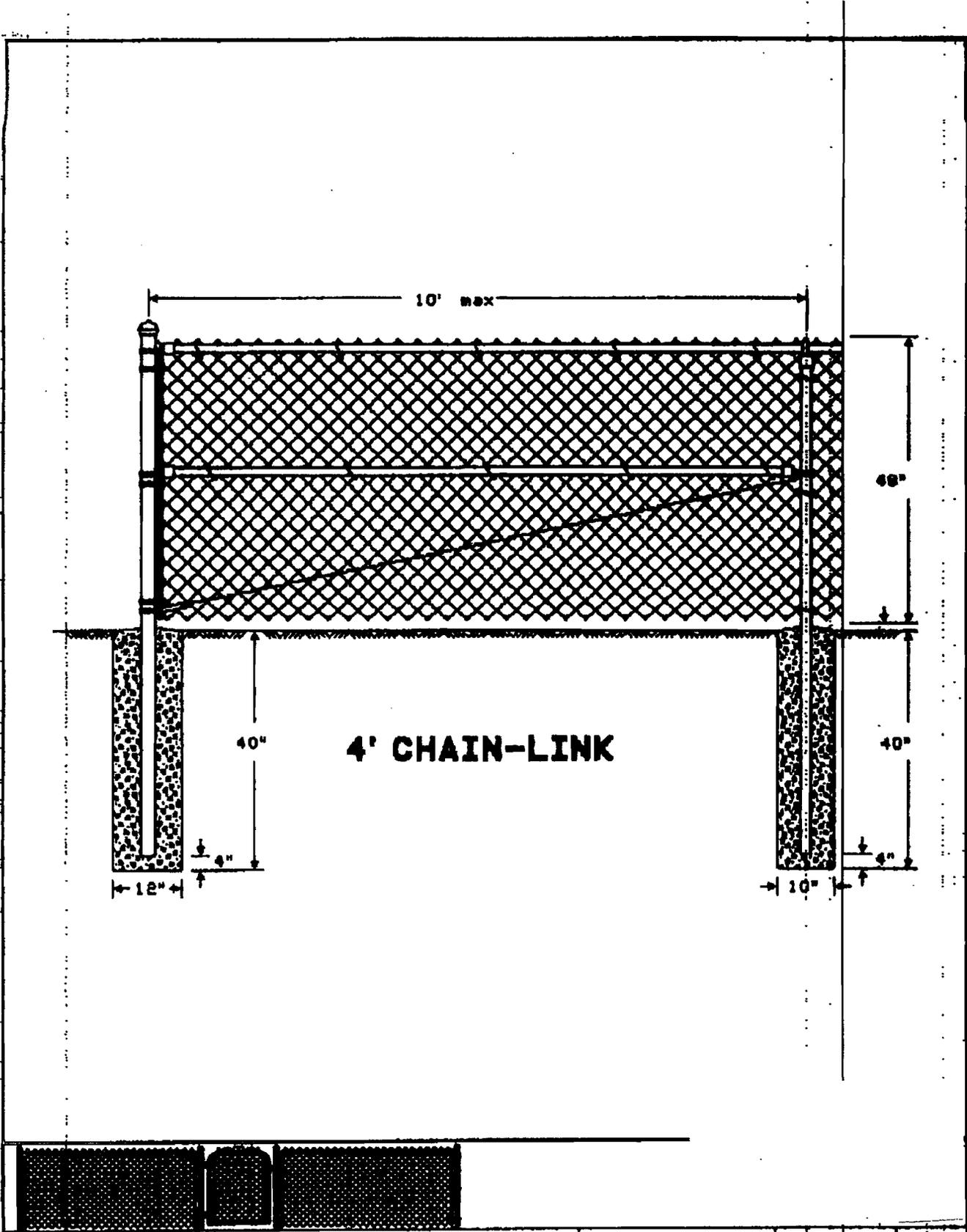
Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing. Tie fabric to line posts, with wire ties spaced 12" on center. Tie fabric to rails and braces with wire ties spaced 24" on center.

Quantities of Materials: Exact amounts shall be obtained from Civil Engineering Park drawings. Fences are depicted as straight line. Drawings available upon request at the Nassau County Parks and Recreation Department and field verification is encouraged prior to bid.

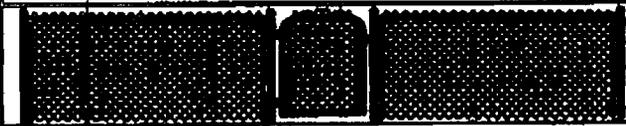
Clearing: All areas are cleared. Any further clearing required shall be the owners responsibility. Coordinate this work with the owner's representative.

Grading: Where grading may be necessary, it shall be the owner's responsibility, coordinate with the owner's representative.

End of Specifications

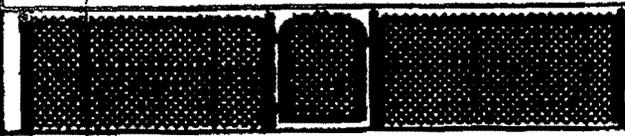
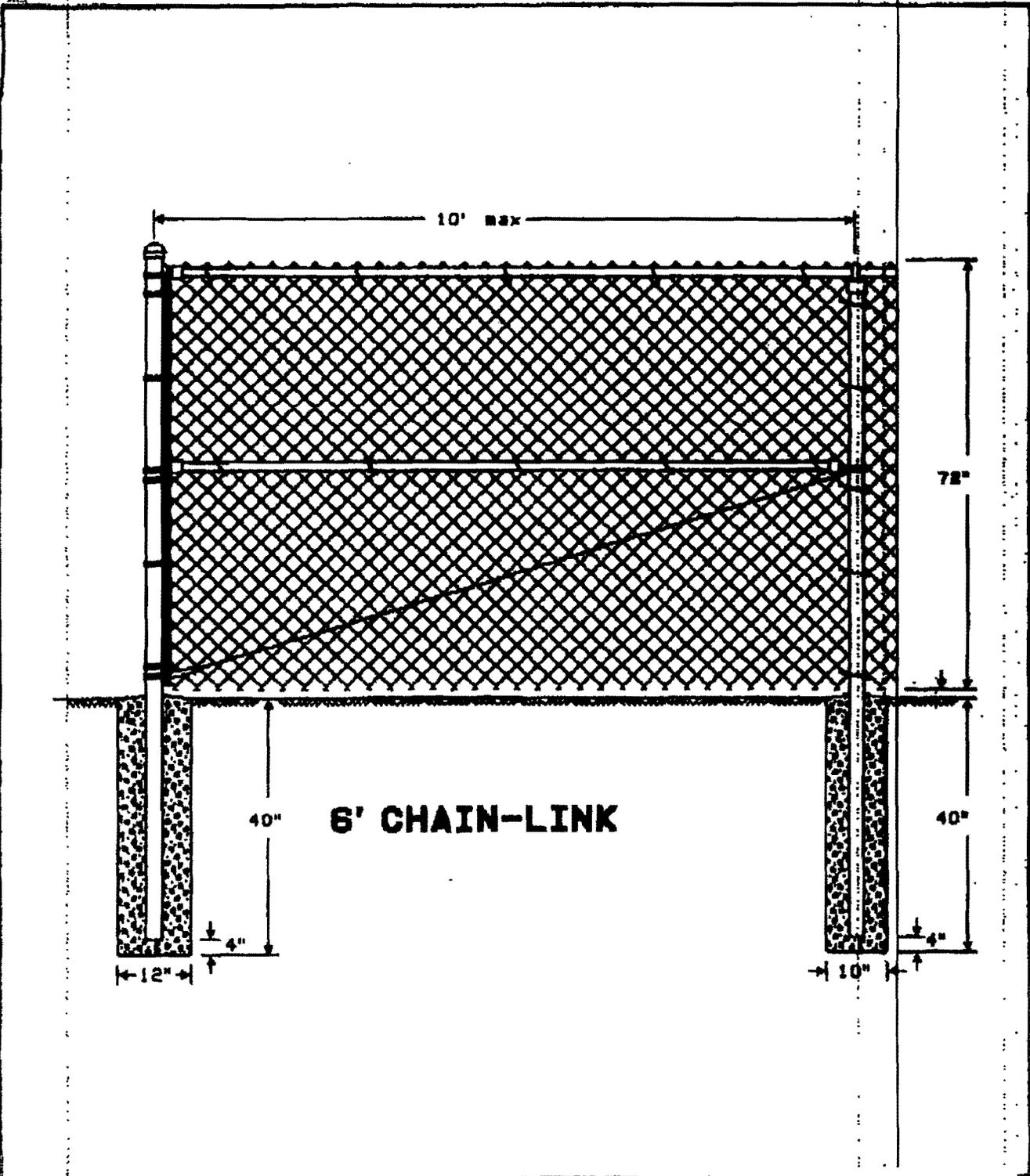


4' CHAIN-LINK



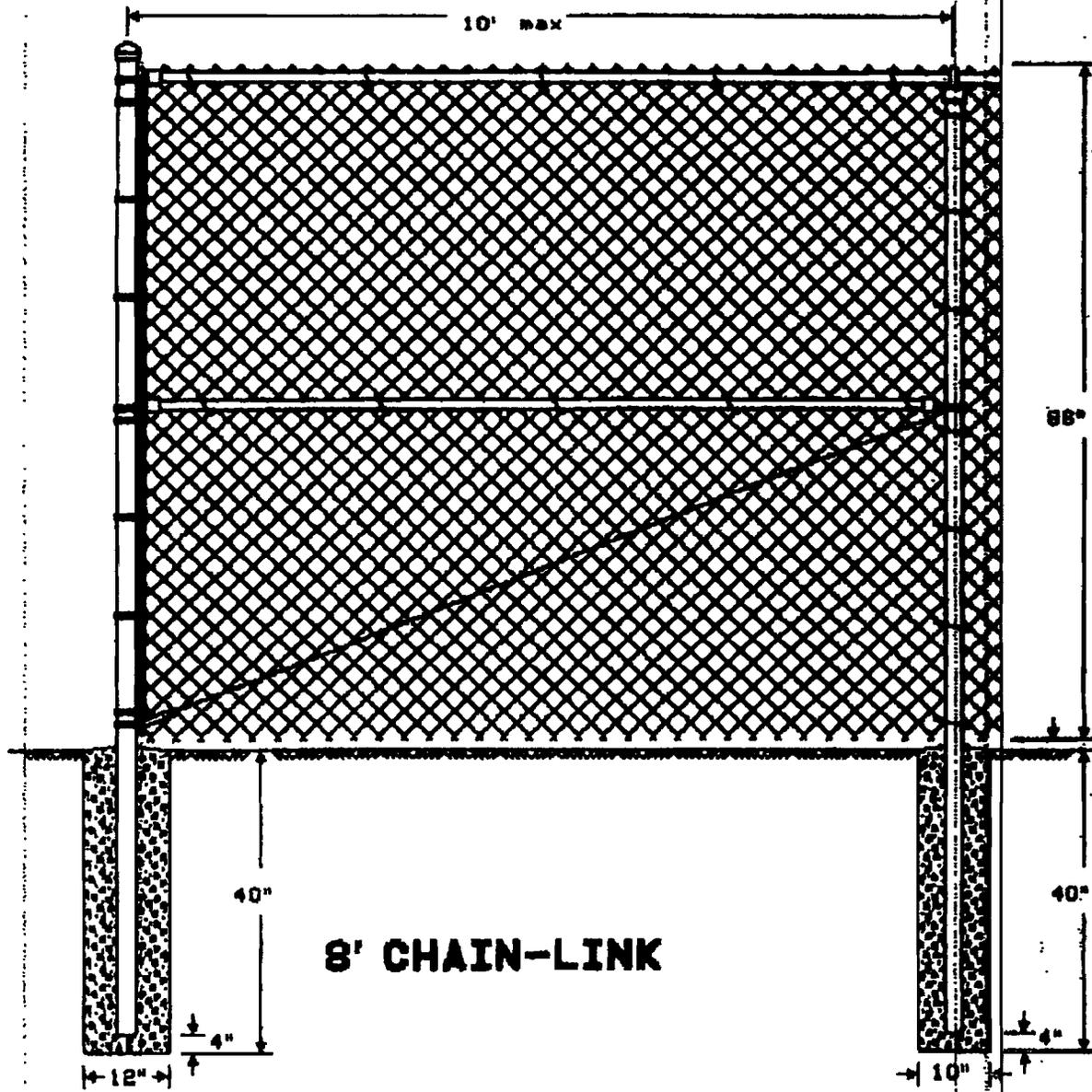
Yulee Sports Complex

DRAWN BY:	11/11/2008	SCALE:	AS SH	SHEET:	1
REVISED:	11/11/2008	FILE:			1 of 1

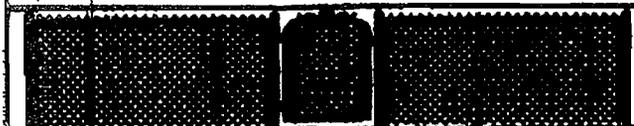


Yulee Sports Center

DESIGNED BY:	11/11/2008	SCALE:	AS SHOWN	SHEET:	
REVISED:	11/11/2008	FILE:			1 of 1



8' CHAIN-LINK



Yulee Sports Center

DESIGNED BY:	11/11/2005	SCALE:	AS SHOWN	SHEET:	
REVISED:	11/11/2005	FILED:			1 of 1

NOTICE TO PROCEED

TO: GEORGE P. COYLE & SONS, INC.
2361 DENNIS STREET
JACKSONVILLE, FL 32204
Post Office Box 2267
Jacksonville, FL 32203-2267

DATE: January 5, 2006

PROJECT: Installation of
Chain Link Fencing at the
Yulee Sports Complex,
Yulee, Florida

You are hereby notified to commence work in accordance with the scope of services outlined in the Specifications attached hereto as Exhibit "A" for the installation of chain link fencing at the Yulee Sports Complex, Yulee, Florida. The cost shall not exceed the lump sum fee of \$27,489.00. You are to fully complete the Project in a total of 60 calendar days after the date of this Notice to Proceed. The Date of Completion of all work is therefore March 6, 2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

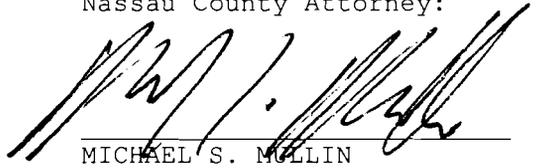


JOHN A. CRAWFORD
Its: Ex-Officio Clerk



THOMAS D. BRANAN, JR.
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MOLLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By J. GARRETT Coyle this the 23 day of January ,
2006.

By:
Title:



President

EXHIBIT "A"

**YULEE SPORTS COMPLEX CHAIN LINK FENCE
SPECIFICATIONS**

Part 1- General

Scope of Work: The work under this section includes furnishing all labor, materials, equipment, freight, transportation, and the erecting of approximately one thousand three hundred eleven (1311') linear foot of six (6') foot high chain link fence, eighty six (86') linear foot of twelve (12') foot high backstop chain link fence, eighty two (82') linear feet of eight (8') foot high chain link fence, and five hundred thirty (530') of four (4') high chain link fence, complete with all appurtenances as specified herein. All references to ASTM Specifications shall mean the latest edition published.

Related Documents: Civil Engineered Drawings depicting the placement of fence, also drawing by Nassau County Parks and Recreation Department, overlay of the Civil Engineered Drawings more accurately depicting the placement of fences, gates and openings with fence heights for the Park and the backstops for the Little League Practice Field.

Quality Assurance: Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings and fastenings.

Submittals: Product Data: Submit manufacturer's technical data, and installation instructions for metal fencing, fabric, gates and accessories.

Part 2- Products

Base Metal: The base metal of the fabric shall be a good commercial quality of steel with heavy-duty 9-gauge steel wire, with a zinc coating, knuckled at top and bottom.

Steel Fabric: Fabric shall be number nine gauge steel wires, 2-1/4" mesh with top and bottom selvages knuckled for all fabric. Furnish one-piece fabric widths for fencing up to 12 feet high.

Framing and Accessories: Steel Framework, General: Galvanized steel, ASTM A 120 or A 123, with not less than 1.8 oz. Zinc per square foot of surface.

Fittings and Accessories: Galvanized, ASTM A 153, with zinc weights per Table I.

Fabric Finish: Galvanized, ASTM A392, Class II, with not less than 2.0 oz. Zinc per square foot of surface.

End Corner and Pull Post: Minimum sizes as required for the purpose intended but no less than 2-3/8" (2" ID) Schedule 40 pipe for fences up to 4' high; no less than 2-7/8" (2-1/2" ID) Schedule 40 for fences up to 8' high; and no less than 3-1/2" (3" ID) Schedule 40 for fences up to 12' high.

Gate Post: Furnish posts for supporting single gate leaf, or one leaf or a double gate installation, for nominal gate widths as follows:

Leaf Width	Gate Post	lbs./lin. ft.
Up to 6' or 2.875"	3.5"x3.5"rollformed	4.85 section
Over 6' to 13'	4.00." OD pipe	9.11
Over 13' to 18'	6.625"OD pipe	18.97
Over 18'	8.625" OD pipe	28.55

Line Post: Minimum size as required for the purpose intended but no less than 1-7/8" (1-1/2" ID) Schedule 40 pipe for fences up to 4' high; no less than 2-3/8" (2" ID) Schedule 40 pipe for fences up to 8' high; and no less than 2-7/8" (2-1/2" ID) Schedule 40 for fences up to 12' high. The maximum spacing of line post shall be 10'. All backstop post 12' high shall be 3-1/2" (3" ID) Schedule 40.

Top Rail: Minimum size as required for the purpose intended but no less than 1-5/8" (1-1/4" ID) Schedule 40 pipe.

Intermediate Rail: Minimum size and frequency as required for the purpose intended but no less than 1-5/8" (1-1/4"ID) Schedule 40 pipe. Provide intermediate rail on fences over 5' high at sections adjacent to end, corner, pull and gate post.

Wire Ties: 9 gauge galvanized steel to match fabric core material.

Post Brace Assembly: Manufacturer's standard adjustable brace at end of gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375" diameter rod and adjustable tightener.

Post Tops: Provide weather-tight closure cap with loop to receive top rail; one cap for each post.

Stretcher Bars: One-piece lengths equal to full height of fabric, with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into post.

Fabric Connections: Fasten chain link fabric at all end post by using manufacturers attachment brackets, tensioning devices and hardware. Chain link fabric shall be attached at all line post, top and bottom rails at intervals not exceeding 15 inches.

End Post Tops: Post tops shall consist of rounded tops to shed water matching the post type as provided by the manufacturer. The post tops shall fit over the outside of post and shall exclude moisture from post.

Gates: Gates shall be swing, complete with latches, stops, keepers, and hinges. Gate frames shall be fabricated of schedule forty (40), one and five eights (1 5/8") inch pipe, welded. Gate corners shall be squared and true for a neat appearance. Fabric shall be of the same material as fence fabric, with attachment points no less than twelve (12") inches spacing.

Gate Latches: Gate latches, stops and keepers shall be provided for all gates. Latches shall have a plunger-bar arranged to engage the center stop, except that for single gates of openings less than ten (10') feet wide, a forked latch may be provided. Latches shall be arranged for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a

plunger bar of the latch of double gates. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position.

Concrete: Provide concrete consisting of Portland cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 2,500 psi using at least 4 sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

Part 3- Execution

Installation: Do not begin installation and erection before final grading is completed, unless otherwise permitted.

Excavation: Drill concrete and hand excavate (using post hole digger), holes for post diameters and spacing indicated, in firm, undisturbed or compacted soil.

Setting Post: Post shall be spaced equidistant in the fence line on a maximum of ten (10) foot centers. The distance between pull post shall not exceed 500 feet. Posts shall be plumb with the tops of the posts properly aligned. Pull posts shall be installed at breaks in vertical grades of fifteen (15) percent or more. Corner post are to be installed at all horizontal breaks in fence of fifteen (15) degrees or more. Gate posts shall be spaced as required for walk and roadway openings. All post shall be set in concrete. Line post holes shall be forty (40") inches deep, all ten (10") inches diameter with concrete fill. Terminal, corner and gate post holes shall be forty (40") inches below finished grade with a minimum diameter of twelve (12") inches. All posts shall be set thirty-six (36") inches deep with four (4") inches of concrete below the end of the post. All twelve-foot high fence post holes shall be forty (40") inches below finished grade with a minimum diameter of fourteen (14") inches. The top exposed surface of the concrete footing shall be trowel to a crown, sloped to shed water and provide a neat appearance when completed.

Top Rails: Run top rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.

Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.

Fabric: Leave approximately 2” between finish grade and bottom selvage, unless otherwise indicated. Pull fabric taut and tie posts, rails and tensions wires. Install fabric on security side of fence and anchor to framework so that fabric remains in tension after pulling force is released.

Stretcher Bars: Thread through or clamp to fabric 4” on center, and secure to posts with metal bands spaced 15” on center.

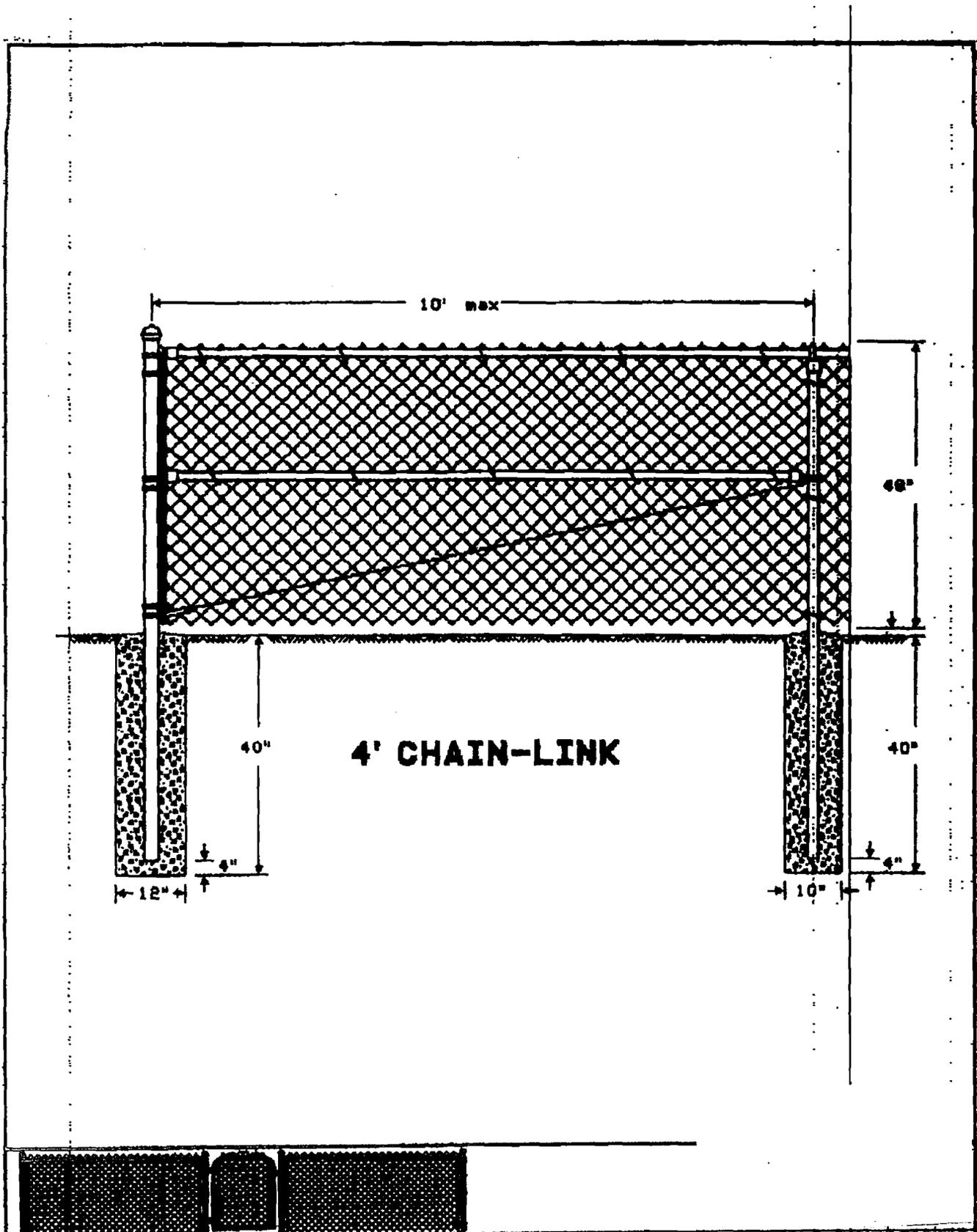
Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasp pipe and fabric firmly with ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing. Tie fabric to line posts, with wire ties spaced 12” on center. Tie fabric to rails and braces with wire ties spaced 24” on center.

Quantities of Materials: Exact amounts shall be obtained from Civil Engineering Park drawings. Fences are depicted as straight line. Drawings available upon request at the Nassau County Parks and Recreation Department and field verification is encouraged prior to bid.

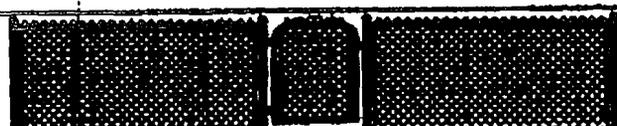
Clearing: All areas are cleared. Any further clearing required shall be the owners responsibility. Coordinate this work with the owner’s representative.

Grading: Where grading may be necessary, it shall be the owner’s responsibility, coordinate with the owner’s representative.

End of Specifications

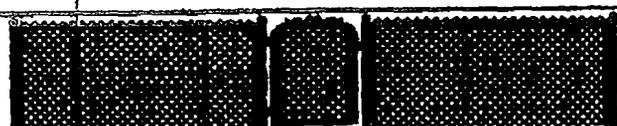
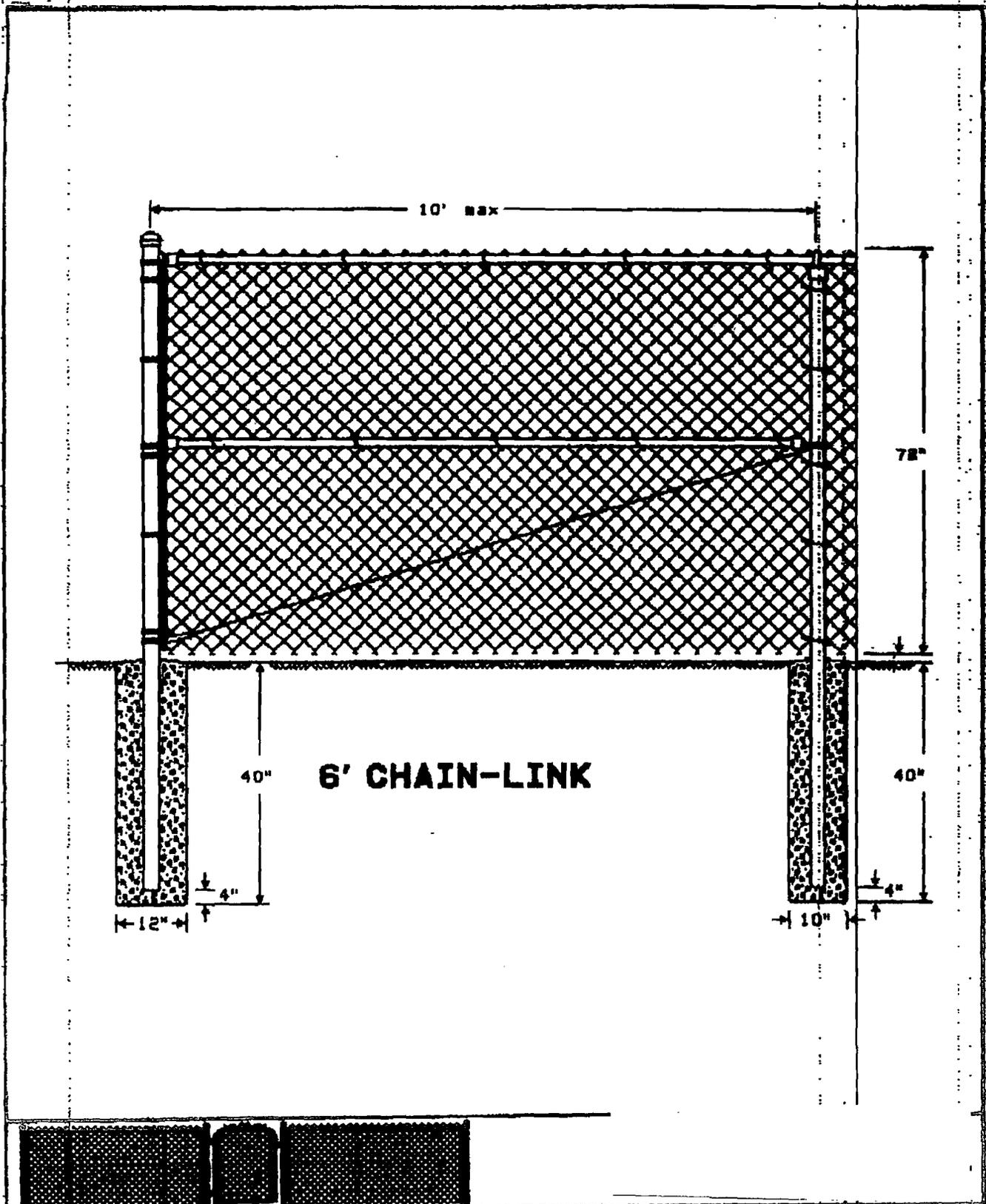


4' CHAIN-LINK



Yulem Sports Complex

DRAWN BY:	11/11/2008	SCALE:	AS SHN	DATE:	
REVISED:	11/11/2008	FILE:			1 of 1



Yulee Sports Center

DRAWN BY:	11/11/2005	SCALE:	AS SHOWN	SHEET:	1
REVISED:	11/11/2005	FILED:			3 of 3

TO Tim

PROPOSAL

GEORGE P. COYLE & SONS, INC.
2361 DENNIS STREET (32204-1709)
P. O. BOX 2267
JACKSONVILLE, FL 32203-2267
(904) 356-4821 FAX 355-4252

www.coyle-and-sons.com

fence@coyle-and-sons.com

Jeffery		February 22, 2006
Nassau County Parks & Recreation		Yulee Ball Field

We propose the following:

Furnish and install approx. 168' of 1 5/8" od galv. pipe bottom rail at back-stop and along 1" base and 3" base runs.

INSTALLED: \$885.00

Any alteration or deviation from the above materials and labor involving extra costs will be executed only upon written orders and an extra charge over and above the estimate. This quotation is subject to prompt acceptance. Delays in placing the order, approval, release to fabrication and/or shipment may necessitate a price revision. **SUBJECT TO CREDIT ACCEPTANCE. Terms: Net 30 days.**

AUTHORIZED SIGNATURE: J. Garrett Coyle

Note: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: *[Handwritten Signature]*

DATE: March 27, 2006

ATTEST:

Approved as to form by the
Nassau County Attorney:

[Handwritten Signature]
John A. Crawford
Ex-Officio Clerk

[Handwritten Signature]
Michael S. Mullin