

Contract No. **CM1486**
Bid/RFP No.: NC09-017

AGREEMENT

West Nassau Landfill - Leachate Tank Rehabilitation

THIS AGREEMENT entered into this 26th day of October, 2009, 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 TankRehab.com, LLC, doing business as Florida Limited Liability 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 the rehabilitation of the interior of three (3) 20,000 gallon steel leachate containment tanks at the West Nassau Landfill, BID NO. NC09-017, hereinafter referred to as the "Work". The rehabilitation will include the blasting and recoating of the interior of the tanks and any necessary repair work as described in the contract documents.

2. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will fully complete the Project in a total of eight weeks or fifty-six (56) consecutive 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 herein. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the dates established herein, and as provided in Section 3.15 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after the

date of substantial completion of the Project is achieved, the Project is not fully and finally complete, as specified herein, then the sum of Three Hundred and no/100 Dollars (\$300.00) 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.

3. 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 total bid amount named in the bid, to-wit:

Forty-seven thousand, six hundred dollars and no cents
(\$47,600.00)
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Work to be paid for on the basis of unit price amount for each of the items listed in the bid summary.

The Owner reserves the right to make additions or deletions to work and/or any portions of the work. Compensation will be agreed to with a negotiated change order.

4. The Owner will pay the Contractor in a manner and at such times as set forth in the Florida Statutes, Article 218.7, known as the "Local Government Prompt Payment Act".

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

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Sworn Statement

- e. Agreement
- f. Notice of Award
- g. Notice to Proceed
- h. Change Order Request
- i. Hold Harmless Agreement
- j. Specifications (prepared by Jordan, Jones, & Goulding)
- r. Addenda

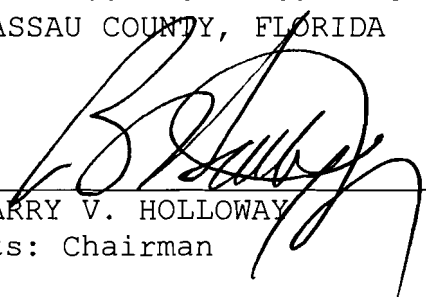
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. 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



BARRY V. HOLLOWAY
Its: Chairman

ATTEST TO CHAIRMAN'S SIGNATURE:



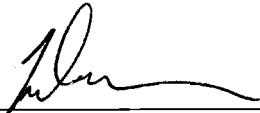
JOHN A. CRAWFORD
Its: Ex-Officio Clerk 23K106c/09

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

TankRehab.com, LLC:



By: TOM DONOVAN
Its: Owner

STATE OF Florida
COUNTY OF NASSAU

Before me personally appeared,
Thomas James Donovan, who is personally known _____
or produced Drivers License 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 22nd day of
October, 2009.

Charlotte J. Young
Notary Signature

Notary-Public-State of Florida at large
My Commission expires: 11-7-09

