

## CONTRACT FOR CONSTRUCTION SERVICES

**THIS CONTRACT FOR CONSTRUCTION SERVICES** (hereinafter “Contract”) is made by and between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, FL 32097 (hereinafter “Owner” or “County”) and MCCALL CONSTRUCTION MANAGEMENT, LLC, a Florida limited liability company, whose address is 12574 Flagler Center Boulevard, Suite 101, Jacksonville, FL 32258 (hereinafter “Contractor”) and in consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

### **ARTICLE 1 - CONTRACT DOCUMENTS.**

**1.01** The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Project as described below shall consist of the following:

- A.** This Contract;
- B.** The Invitation to Bid and the Contractor’s Bid Response; and
- C.** The following documents which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- 1. Payment Bond
- 2. Performance Bond
- 3. Notice to Proceed
- 4. Work Change Directives
- 5. Change Orders
- 6. Certificate of Substantial Completion
- 7. Certificate of Final Inspection
- 8. Certificate of Architect
- 9. Certificate of Final Completion
- 10. Contractor’s release of Performance Bond
- 11. Construction Drawings and plans/As-Built Drawings
- 12. Contractor’s Waiver of Lien (Partial)
- 13. Contractor’s Waiver of Lien (Final and Complete)
- 14. Subcontractor/Vendor’s Waiver of Lien (Final and Complete)
- 15. Consent of Surety to Final Payment
- 16. Contractor’s Insurance Requirements, as set forth in the Bid Documents

**1.02** The Contract Documents are incorporated herein by this reference and made a part hereof.

**1.03** There are no Contract Documents other than those listed in this Article 1.

**1.04** The Contract Documents may only be amended, modified, or supplemented in writing as provided in Articles 3 and 11 of the Standard General Conditions as set forth in the Invitation to Bid.

**1.05** All the above-referenced Contract Documents are intended to be consistent with each other. Any ambiguity, conflict or inconsistency between the Contract Document shall be resolved according to the following order of precedence:

- A. This Contract.
- B. The Invitation to Bid.
- C. Any additional Contract Documents not already referenced.

**ARTICLE 2 - THE PROJECT.**

**2.01** The Project for which the Work under the Contract Documents is generally described as follows:

**Construction of Westside Regional Park (Phase 1)**

**ARTICLE 3 - WORK.**

**3.01** Contractor shall complete all Work as specified in the Contract Documents for the Project in accordance with the construction drawings and specifications as contained in the Contract Documents.

**ARTICLE 4 – ARCHITECT/ENGINEER OF RECORD.**

**4.01** The Project has been designed by Prosser, Inc., a Florida corporation, and its sub-consultants. Prosser, Inc. is to act as the Owner’s representative, and to assume all duties and responsibilities of, and have the rights and authority assigned to, Architect/Engineer of Record in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 5 - CONTRACT TIMES.**

**5.01 Time of the Essence.**

**A.** All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**B.** The Contractor hereby agrees to commence work under this Contract on a date to be specified in the written Notice to Proceed issued by the Owner (the “Commencement Date”) and to fully complete the Project as specified in Section 5.02 of this Contract.

**5.02 Days to Achieve Substantial Completion and Final Payment.** The Work will be substantially completed within 420 calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within 45 calendar days from the Substantial Completion Date. The Total Contract Time shall be the time period from the Commencement Date to the date of the Final Completion totaling 465 calendar days (herein “Contract Time”).

**5.03 Liquidated Damages.** Contractor and the County recognize that time is of the essence of this Contract and that the County shall suffer financial loss if the Work is not completed within the times specified in Section 5.02 above, plus any extensions thereof allowed in accordance with Article 11 of the Standard General Conditions as set forth in the Invitation to Bid. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the County in legal or arbitration proceeding if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Section 5.02 above for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County \$500.00 for each day that expires after the time specified in Section 5.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 6 - CONTRACT PRICE.**

**6.01** The County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Article 15 of the Standard General Conditions as set forth in the Invitation to Bid and the following:

**A.** For all Work, at the prices stated in the Contractor's Bid Response, attached hereto as an exhibit.

**B.** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid Response (attached hereto as an exhibit) for a Total of All Unit Prices of:

Nineteen Million, Five Hundred Ninety-Six Thousand, Four Hundred Fifty Dollars and 76/100 (\$19,596,450.76).

**C.** Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Architect/Engineer of Record as provided in Article 10 of the Standard General Conditions as set forth in the Invitation to Bid. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in the Standard General Conditions as set forth in the Invitation to Bid.

#### **ARTICLE 7 - PAYMENT PROCEDURES.**

**7.01 Submittal and Processing of Payments.** Contractor shall submit Applications for Payment in accordance with Article 15 of the Standard General Conditions as set forth in the Invitation to Bid. Applications for Payment shall be processed by the County as provided in the Standard General Conditions as set forth in the Invitation to Bid and pursuant to provisions of Chapter 218, Florida Statutes, Florida Prompt Payment Act and

Section 255.078, Florida Statutes.

**7.02 Progress Payments; Retainage.**

**A.** The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Sections 7.02.2 and 7.02.3 below. All such payments shall be measured by the schedule of values established as provided in Article 15 of the Standard General Conditions as set forth in the Invitation to Bid (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the Standard General Conditions as set forth in the Invitation to Bid.

**B.** Prior to Substantial Completion, progress payments shall be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect/Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the Standard General Conditions as set forth in the Invitation to Bid.

95 percent of the Work completed (with the balance being retainage)

95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

**C.** Upon Substantial Completion the County shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Contract Price (with the balance being retainage), less such amounts as Architect/Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Article 15 of the Standard General Conditions as set forth in the Invitation to Bid.

**7.03 Final Payment.**

**A.** Upon final completion and acceptance of the Work in accordance with Article 15 of the Standard General Conditions as set forth in the Invitation to Bid, the County shall pay the remainder of the Contract Price as recommended by Architect/Engineer of Record as provided in said Article 15 of the Standard General Conditions as set forth in the Invitation to Bid.

**B.** Final Release of Retainage and acceptance of the Project must be approved by the Board of County Commissioners.

**ARTICLE 8 – INTEREST.**

**8.01** All moneys not paid when due as provided in Article 15 of the Standard General Conditions as set forth in the Invitation to Bid shall bear interest at the rate of 0 percent per annum.

**ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS.**

**9.01** In order to induce the County to enter into this Contract, Contractor makes the following representations:

**A.** Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.

**B.** Contractor has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

**C.** Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

**D.** Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5 of the Standard General Conditions as set forth in the Invitation to Bid and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Article 4 of the Standard General Conditions as set forth in the Invitation to Bid.

**E.** Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

**F.** Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

**G.** Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.

**H.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

**I.** Contractor has given Architect/Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract

Documents, and the written resolution thereof by Architect/Engineer of Record is acceptable to Contractor.

**J.** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for the Project.

#### **ARTICLE 10 – MISCELLANEOUS.**

**10.01 Terms.** The terms in this Contract shall have the meanings indicated in the Standard General Conditions and the Supplementary Conditions as set forth in the Invitation to Bid.

**10.02 Assignment of Contract.** Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the County. However, Contractor may waive its right to receive payment and assign the same upon written notice to the County. In the event of any assignment, Contractor remains secondarily liable for the performance of the Contract, unless the County expressly waives such secondary liability in writing. The County may assign the Contract with prior written notice to Contractor of its intent to do so.

**10.03 Successors and Assigns.** The County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations in the Contract Documents.

**10.04 Severability.** If any portion of this Contract is held unenforceable by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions. The Parties shall negotiate in good faith to modify this Contract to give effect to the Parties' original intent to consummate the transactions originally contemplated hereby to the greatest extent possible.

**10.05 Effective Date.** This Contract shall be effective on the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Contract).

**10.06 Governing Law and Venue.** This Contract shall be interpreted and construed in accordance with the laws of the State of Florida with Venue for any action brought in Nassau County, Florida.

**10.07 Public Records.** The Owner is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Contractor is providing services to the Owner, and pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

**A.** Keep and maintain public records required by the public agency to perform the service.

**B.** Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

**C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

**D.** Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**E.** A request to inspect or copy public records relating to a Nassau County Contract must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Contractor maintaining the public records, then Nassau County shall immediately notify the Contractor of the request for records. The Contractor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Contract provisions herein for failure to comply with the terms of the Contract. Any Contractor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

#### **ARTICLE 11 – INDEMNIFICATION.**

**11.01** To the extent allowed by Section 725.06, Florida Statutes, 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 other persons employed or utilized by the Contractor, in the performance of the Contract. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of

any immunity or limitation of liability the County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

**ARTICLE 12 - FEDERAL REQUIREMENTS. - RESERVED**

**ARTICLE 13. HUMAN TRAFFICKING AFFIDAVIT.**

**13.01** Upon execution, renewal or extension of this Contract, Contractor shall provide the County an affidavit signed by an officer or a representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**ARTICLE 14 – ACCESS AND AUDITS OF RECORDS.**

**14.01** Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in completing the Work for at least three (3) years after final completion and acceptance of the Work. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Contractor.

**ARTICLE 15 – ADVERTISING.**

**15.01** Contractor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract or Project in a press release or other promotional material, identifying the County as a reference, or otherwise linking Contractor's name and either description of this Contract or Project or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

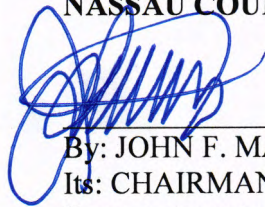
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**IN WITNESS WHEREOF**, the County and Contractor have signed this Contract in triplicate, with one fully-executed copy being delivered to each of the County, Contractor, and Architect/Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and Contractor or identified by Architect/Engineer of Record on their behalf.

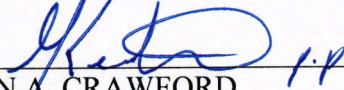
**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS OF  
NASSAU COUNTY, FLORIDA**



By: JOHN F. MARTIN, MBA  
Its: CHAIRMAN  
Date: 12/18/2024

Attest as to authenticity of the  
Chair's signature:


  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May  
\_\_\_\_\_  
DENISE C. MAY

**CONTRACTOR:**

**McCALL CONSTRUCTION MANAGEMENT,  
LLC**

  
\_\_\_\_\_  
By: Myron McCall  
Its: President  
Date: 12/3/2024