

# CONTRACT FORM

Name:

Roadway Construction Contract

Description:

Roadway Improvements - SW  
Grape St. - SW Apricot Court - SW Cant -  
Aloupe Avenue

Category (circle one):

Building -Office Space Agreements

Interlocal Government Agreements

Recreation Agreements

Construction Agreements

Maintenance Agreements

Service Agreements

Employment Agreements

Professional Service Agreements

Start Date:

4-17-14

End Date:

4-17-15

Auto Review (circle one):

Yes

No

Review every

N/A months.

**COLUMBIA COUNTY, FLORIDA**

**ROADWAY CONSTRUCTION CONTRACT**

(SW GRAPE STREET - APRICOT COURT - CANTALOUPE AVENUE  
ROADWAY IMPROVEMENTS)

**THIS AGREEMENT** is entered in and effective as of the 17th day of April, 2014, by and between **COLUMBIA COUNTY, FLORIDA**, ("County"), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, and **C.A. BOONE CONSTRUCTION INC.**, a Florida corporation, ("Contractor"), whose mailing address is P.O. Box 3236, Lake City, FL 32056-3236 its successors and assigns.

**WHEREAS**, County has accepted the bid proposal of Contractor for the rehabilitating and resurfacing of SW Grape Street - Apricot Court - Cantaloupe Avenue, Columbia County Project Number 2014-6 (herein "the project"); and

**WHEREAS**, the parties wish to memorialize the County's acceptance of Contractor's bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

3. **CONTRACT PRICE:** The County agrees to pay Contractor for the strict performance of its work as described herein the total sum of **ONE HUNDRED SEVENTY-THREE THOUSAND, THREE HUNDRED SIXTEY-NINE AND 75/100 (\$173,369.75) DOLLARS** as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.

4. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

5. **INSPECTION AND TESTING:** All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS:** Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and

hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all

subcontractors and suppliers of labor and materials or services to the project have been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION:** Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUND FOR WITHHOLDING PAYMENT/NOTIFICATION:**  
The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.
- c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or

Contractor fails or refuses to produce proof requested by the County that such payments have been made.

d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.

e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.

f. Contractor is not satisfactorily prosecuting the work of this agreement.

g. A petition for bankruptcy or reorganization has been filed by or against Contractor.

h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

12. **JOINT PAYMENT:** The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**

a. As a condition precedent to the award of this contract agreement to Contractor by County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE**: Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

- e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.
- g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

16. **INDEMNIFICATION:**

- a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.



b. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- (1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- (2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- (3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or
- (4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational

Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

c. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

**18. ACCESS TO BOOKS AND RECORDS:**

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

**19. CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other

information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation

proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

21. **DEFAULT AND TERMINATION:**

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance

and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

c. **Remedies Cumulative:** No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## 22. **MISCELLANEOUS:**

a. Legal fees: If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. Notices: All notices, consents, requests or other communications hereunder shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Non-Waiver: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.



IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

COLUMBIA COUNTY, FLORIDA

*Lisa K.B. Roberts*  
Witness  
Lisa K.B. Roberts

By: *[Signature]*  
Ronald Williams, Chairman  
Board of County Commissioners

Print or type name  
*Penny D. Stanley*  
Witness  
Penny D. Stanley  
Print or type name

ATTEST: *P. DeWitt Cason*  
P. DeWitt Cason, Clerk of Court  
*By [Signature] HC*  
(SEAL)

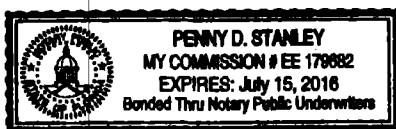
STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this *29th* day of *April*, 2014, by RONALD WILLIAMS, as Chairman, of the BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, on behalf of the Board, who is personally known to me

*Penny D. Stanley*  
Notary Public, State of Florida

(NOTARIAL  
SEAL)

My Commission Expires: *7-15-2016*



Signed, sealed and delivered  
in the presence of:

Darrah McNair

Witness

Darrah McNair

Print or type name

Richanna Gonzales

Witness

Richanna Gonzales

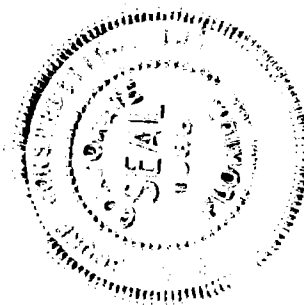
Print or type name

**C.A. BOONE CONSTRUCTION INC.**

By: [Signature]

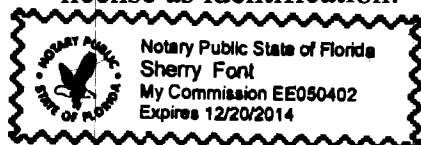
Print: James F. Boone

Title: President



**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2014, by James F. Boone, as the President of **C.A. BOONE CONSTRUCTION INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.



**(NOTARIAL  
SEAL)**

Sherry Font

Notary Public, State of Florida

My Commission Expires: