



CONTRACT FOR CONSTRUCTION

102 N E 10th Avenue, Suite # 5
Gainesville, Florida 32601

This agreement consisting of nine (9) pages is made on the 21 day of May 2020.

OWNER NAME AND ADDRESS

COLUMBIA COUNTY, FLORIDA
135 NE Hernando Avenue, Suite 203
PO BOX 1529
Lake City, Florida 32056-1529

PROJECT NAME AND ADDRESS

Project No. 2020-F, Annie Mattox Park Renovations

ARCHITECT'S NAME

ENGINEER'S NAME

REFERENCED DOCUMENTS

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any
- M. Drawings and Notes (9 pages)

N. County Addendums 1 and 2

PRICE

\$171,995.00

EXCLUSIONS

ALLOWANCES

INSURANCE

1. Contractor to provide at least the minimum State of Florida required coverage for general liability, and to provide at all times or the duration of the project such workman's compensation insurance for all employees as required by Florida law
2. Owner to carry builders risk insurance.

SCOPE OF THE WORK

The contractor will furnish all of the permitting, supervision, labor, materials, and subcontractors to accomplish the work. Every part of the work shall be executed in strict accordance with the Referenced Documents in a workmanlike and proper manner. All materials used in the Contractor's work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new.

PRIORITY OF WORK

The Contractor shall have the right to decide the time, order and priority in which the various portions of the work shall be performed.

WORK BY OTHERS

Work hired by the Owner beyond the scope of this agreement shall not impede the schedule of work.

COMMUNICATION

All instructions, including changes that the Owner wants to incorporate into the work will be given through the Contractor and not to Subcontractors.

DRAWS (payment)

A draw request consists of a backup sheet and a summary. A schedule of values, itemizing the total price in a logical manner, shall be used as the backup sheet. Percentages of completion will be updated each month for each line item of the schedule, and Anglin will be paid monthly for work in place. Payment shall be made within 10 days of receipt of a draw request. Late payments shall include interest of 15%. Final payment is predicated on completion of final inspections, certificate of occupancy, and release of liens.

The schedule of values shall only be used as basis for payment, and not as the price for additive or deductive (credit) change orders.

LIEN RELEASES

Prior to receiving any draw and at the Owner's request, Anglin will provide partial lien releases from subs and suppliers verifying payment was made the prior month. At final payment, Anglin will provide a full release, and will obtain full releases from subs and suppliers.

CHANGES

The Owner can make written changes to the work without invalidating this contract, as long as the work is within the general scope of the original contract. Written change orders must include:

1. A description.
2. A price increase or decrease versus the price provided in this Agreement.
3. Extension or other alteration of the schedule for completion, if any.
4. Signatures of the parties through the same process by which this Agreement was approved.

The Owner acknowledges that unforeseen site conditions may exist and are often found at the beginning of construction. On renovations to existing buildings, unforeseen site conditions may be found above ceilings, within walls, etc. On new buildings, an unforeseen problem can exist underground. The risk of unforeseen conditions rests with the Owner.

In the event the Building Department requires changes to the drawings, such changes will be treated as a change order.

Anglin will, upon request, provide an estimate of change order costs.

CLAIMS AND DISPUTES

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County within four working days after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. The County will render a formal decision on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim.

The County's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County requesting non-binding voluntary mediation within fifteen (15) calendar days of the date of such decision, then Contractor forever waives and relinquishes any rights to bring any future legal actions or court claims with respect to such Claim. Non-binding Mediation shall be completed within sixty (60) days from the date of Contractor's timely submission of a written notice requesting non-binding voluntary mediation.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

SCHEDULE

The date of commencement is MAY 22, 2020 and the scheduled completion date is SEPT. 22, 2020. The Owner and Anglin shall mutually endeavor to make timely decisions, selections, etc., in advance of the required performance. There are no liquidated damages. This provision shall not limit the ability of the County to pursue claims for damages, if any, caused by Contractor's failure to meet the requirements of this section.

DUTY TO BE BOUND

Both the Contractor and the Owner shall be bound by the schedule of the work. Owner changes shall be submitted to the Contractor in advance of the required performance.

INDEMNIFICATION AND INSURANCE

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:

B.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;

B.2. liability to County resulting from Contractor's failure to comply with applicable licensing requirements;

B.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

B.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. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification and duty to defend, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

E. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

F. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

G. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the

Project site unless and until the required Certificates of Insurance are received by the County.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County as additional insured and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

COMPLIANCE WITH LAWS

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing.

CLEANUP AND PROTECTIONS

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

GUARANTEE

Anglin agrees to promptly make good, without cost to the Owner, any and all defects due to faulty materials or workmanship which may appear within one year of the certificate of occupancy.

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

PUBLIC RECORDS

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 (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

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

B. Upon request from the County's custodian of public records, provide the County 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 chapter 119 Florida Statutes 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 County.

D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County 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 the public records. All records stored electronically must be provided to the public agency, upon the 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.

ANGLIN
CONSTRUCTION COMPANY

GARY ANGLIN
May 29, 2020

OWNER

[Signature]
TOBY WITT, CHAIRMAN
May 21, 2020