

## CONSTRUCTION CONTRACT

THIS AGREEMENT made this 10<sup>th</sup> day of October, 2020 by and between **J.D. ADAMS ENTERPRISES, LLC**, whose mailing address is 801 Unter Din Linden, Fort Meade, Florida 33841 is hereinafter called "Contractor", and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called "County".

### WITNESSETH:

For and in consideration of the covenants herein contained, the parties hereby covenant and agree as follows:

1. Contractor will furnish all labor, materials and equipment in accordance with all documents and addenda supplied with Bid No. 2020-L titled "Columbia County Women's Club Renovations."
2. Contractor warrants that he/she shall build in accordance with the high standards that he/she has used in building other facilities and in no instance shall these specifications be less than the specifications and requirements set forth by the Southern Building Code.
3. Contractor will be responsible for obtaining the permit for the job and will post a notice of commencement at the job site as required by Florida law. A copy of said commencement shall be forwarded to the county before work begins. All work shall be done in a workmanlike manner, plumb and level.
4. County reserves the right to make changes in the work, and the right to order extras by issuing a written order, and the contract sum shall be adjusted accordingly, in the event changes are made; provided, however, the County shall not be liable for any extras unless the same shall be authorized in writing, and the price shall have been agreed upon prior to the furnishing of such extras.
5. Contractor shall maintain the following insurance to protect County and contractor from loss or damage to the building until the restroom is totally completed and County has accepted occupancy of the building through a certificate of occupancy or otherwise, to wit:
  - a. Liability insurance (including bodily injury) - \$500,000;
  - b. Workers' compensation - amount shall be as required by Florida law based upon Contractor's employees.
  - c. Contractor shall furnish County a certificate of such insurance prior to commencement of work.
6. Contractor will defend, indemnify, and hold County harmless as to any liability or damage arising from Contractor acts, omissions, failure to act, or negligence arising from contract.

7. Contractor shall give his/her personal supervision to the work or otherwise employ a competent superintendent to act for him.

8. All work is subject to the lien of the State of Florida. Upon completion of the work and payment therefore, Contractor shall execute a contractor's affidavit certifying that all subcontractors, laborers and materialmen have been paid in accordance with Chapter 713, Florida statutes.

9. Unless otherwise noted, all work shall be guaranteed for one (1) year after County accepts occupancy of building. Contractor shall assign all manufacturers' warranties to the County.

10. Contractor shall provide safeguards necessary to protect the work from the elements and any other hazards encountered.

11. County shall have free access to the building at all times and Contractor is to carry on his work at all times with greatest reasonable rapidity. Contractor agrees to commence construction upon approval of this contract by County and to complete the same within ninety (90) days.

12. All work shall be done so as to comply with all local laws and conditions.

13. It is an obligation of Contractor to pay all payrolls, material bills and other indebtedness connected with said work, and not allow any such bills to become delinquent, and before final payment to contractor is made, Contractor will furnish an affidavit that all workmen, subcontractors and materialmen have been paid and will furnish a release of lien from subcontractors and materialmen.

14. County agrees to pay Contractor the lump sum of \$86,500.00 for the project with a twenty-five percent (25%) deposit with draws every two (2) weeks as the project progresses.

15. In the event of a dispute, the matter shall be settled by an arbitration committee consisting of three (3) disinterested contractors with five (5) years experience or more, chosen as follows: one by County, one by Contractor, and one selected by said two chosen arbitrators. The final decision of a majority of the arbitrators shall be binding upon the parties.

16. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to him hereunder without the written consent to the County.

17. Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and upon completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work broom clean or its equivalent, unless more exactly specified in writing.

18. In the event of a dispute over the terms hereof, or in the event it is necessary for

either party to employ the services of an attorney to enforce his rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

**J.D. ADAMS ENTERPRISES, LLC**

Diana Moore  
Witness

Josh Adams  
By: Josh Adams, Owner

DIANA MOORE  
Print or type name

Josh Adams  
Witness

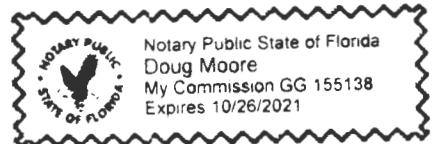
Shirley Adams  
Print or type name

State of Florida  
County of Columbia

The foregoing instrument was acknowledged before me this 13 day of JANUARY 2020 by JOSEPH ADAMS who is personally known to me or who provided FLORIDA #D-2 as identification.

(NOTARIAL SEAL)

Doug Moore  
Notary Public, State of Florida  
DOUG MOORE  
(Print or Type Name)  
My Commission Expires:



Signed, sealed and delivered in the presence of:

**BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA**

[Signature]  
Witness

[Signature]  
By: Toby Witt, Chairman

[Signature]  
Print or type name

ATTEST: [Signature]  
James M. Swisher, Clerk of Court

Caroline Harris  
Witness

(Seal)

Caroline HARRIS  
Print or type name

Approved as to form:  
[Signature]  
Joel F. Foreman, County Attorney

State of Florida  
County of Columbia

The foregoing instrument was acknowledged before me the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by **Toby Witt** as the Chairman of the **Board of County Commissioners, Columbia County, Florida**, on behalf of the Board, who is personally known to me or who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

(NOTARIAL SEAL)

\_\_\_\_\_  
(Print or Type Name)  
My Commission Expires: