

COLUMBIA COUNTY, FLORIDA

DEEP CREEK COMMUNITY CENTER CONTRACT

THIS AGREEMENT is entered in and effective as of the 15th day of Jan, 2015, 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 **PLUMB LEVEL CONSTRUCTION CO., LLC** whose principal place of business and mailing address is 232 NW Chadley Lane, Lake City, Florida 32055, to perform the work herein described for the Deep Creek Community Center project (herein "project"), in Columbia County, Florida.

WHEREAS, County has accepted the bid proposal of Contractor for 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 is set forth herein.

NOW, THEREFORE, in consideration of the sum of Ninety Five Thousand Seventy Six and 00/100 Dollars (\$ 95,076.00), 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. **CONTRACT DOCUMENTS**: The Contract Documents consist of this agreement, General Conditions attached Exhibit A, Special Conditions attached Exhibit B, and the scope of work described in the Invitation to Bid, Deep Creek Community Center ("Bid Invitation"), Addendums 1, 2 & 3 and Proposal for new VCT in existing area. These documents form a material part of the contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. The Contractor shall perform all of the work required by the Contract Documents and shall fully execute the work described in the documents, working whatever schedule is required to complete the work in the time allotted.
3. **CONTRACT PRICE**: The County agrees to pay General Contractor for the strict performance of its work as described herein the total sum of Ninety Five

Thousand Seventy Six and 00/100 Dollars (\$ 95,076.00) which includes all state sales tax and local sales tax, subject to additions or deductions as herein provided or provided in the bid specification documents. 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.

4. **WARRANTY OF LICENSE:** Contractor warrants to the County that General Contractor is on the date of this agreement and will remain at all times during performance of its obligations hereunder, duly licensed by the appropriate local or State of Florida Licensing Board to perform the scope of work. Contractor's failure to maintain a valid license at any time during performance of its obligations hereunder shall be grounds for default and termination of Contractor and may relieve the County of any obligations to Contractor, including payment to Contractor for work performed.

5. **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.

6. **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.

7. **PAYMENT TERMS:** Notwithstanding anything herein to the contrary, payments shall be made in accordance with the Local Government Prompt Payment Act,

Section 218.70, et. seq., Florida Statutes.

8. **TIME OF COMMENCEMENT AND COMPLETION:** Contractor shall begin work and as directed by the County, and shall complete the work as specified by the County or the Contract Documents.

9. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Contractor agrees 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;

- (4) liability imposed upon County directly or indirectly by Contractor' 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; or
- (5) any design defects (if the design originated by Contractor or one working by, through or under Contractor).

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.

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

11. **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's 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.

12. **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. **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.

c. **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.

d. **Right of Assignment:** This Contract and the proceeds from this contract shall not be assigned without the written consent of County.

e. **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.

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

g. Conflict: Except in the event of conflict, the Bid Specifications, terms and conditions for the Contractor's scope of work shall be an integral part of this agreement. In the event of conflict, the terms of this agreement shall otherwise control.

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

Signed, sealed and delivered in the presence of:

Penny D. Stanley
Witness

Penny D. Stanley
Print or type name

Carolyn N. Baker
Witness

CAROLYN N. BAKER
Print or type name

COLUMBIA COUNTY, FLORIDA

By: *Russell DePratter*
Russell DePratter, Chair
Board of County Commissioners

ATTEST: *P. DeWitt Cason*
P. DeWitt Cason, Clerk of Court

(SEAL)

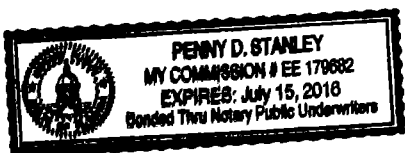
STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 15th day of Jan., 2015, by RUSSELL DEPRATTER, as Chair, and P. DEWITT CASON, as Clerk of Court, of the BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, on behalf of the Board, who are 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:

Lisa Hutchingson

Witness

Lisa Hutchingson

Print or type name

Mandy Eadie

Witness

Mandy Eadie

Print or type name

"CONTRACTOR"

By: Kevin

Print: Kevin Bedenbaugh

Title: Managing Member

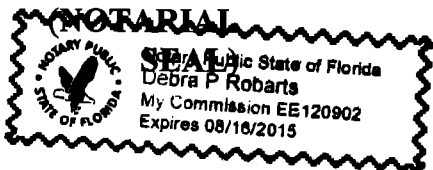
**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this 29 day of January, 2015, by Kevin Bedenbaugh, as the Manager of Plumb Level, who is personally known to me or who has produced _____ as identification.

Debra P Roberts

Notary Public, State of Florida

My Commission Expires:



ADDENDA # 1

DEEP CREEK COMMUNITY CENTER

COLUMBIA COUNTY BOARD OF COMMISSIONERS (CCBC)

November 12, 2014

This will become a part of the construction documents and requirements

- **Acoustical Ceiling**
 - Use only factory attachments when joining new with old ceiling grid.
- **Plumbing**
 - Do **not** provide hose bibb to North end of proposed addition.
- **Electrical**
 - Provide and install Lighting Troffers 2x4 (4 lamp) lay in troffer with T8-741 Lamps matching the existing light fixtures
 - Provide and install Emergency Lights – ELM2 Lithonia Two head emergency lights
 - Provide and install Paddle Fans to match existing
 - Provide and install receptacles – CR 20I P&S 20 amp duplex receptacle construction grade 2095I P&S 20 amp GFI receptacle.
 - Provide and install switches with the following specifications –
 - CSB20AC1I P&S Single pole construction grade 20 amp switch
 - CSB20AC3I P&S Three way construction grade 20 amp switch
 - CSB20AC4I P&S Four way construction grade 20 amp switch
 - Do not use less than 12 AWG THHN electrical wire
- **Exterior Trim Carpentry**
 - Soffit to match existing (Aluminum)
- **Drywall**
 - (Correction to Typical Wall Section) Interior drywall has been determined to be ½". Match with new construction.
- **Framing**
 - Correct irregular roof plane on North end of existing building to provide for smooth and level transition for proposed addition.

• End of Addenda 1

ADDENDA # 2

DEEP CREEK COMMUNITY CENTER

COLUMBIA COUNTY BOARD OF COMMISSIONERS (CCBC)

November 14, 2014

This will become a part of the construction documents and requirements

- **HVAC**

- Provide new supply and return trunk lines as per attached drawing. Remove existing return tee. Construct and install 4-way distribution box using 1" ductboard and attach to existing return ducts. Continue return duct using next size smaller to a location at the middle of the new addition. Construct and install new tee distribution box and run return duct to two (2) locations as per the attached drawing.
- All galvanized metal duct to be minimum 26 gauge.
- All pipe joints will be screwed together with a minimum of four (4) screws.
- All pipe joints will be taped with approved 181-A-P foil tape.
- All proposed AC Supply grills will be spaced 10' apart using HVS R-6 with ductboard backing. All return grills will be H & C RH45W. Intent is to match existing grills.
- Supply line take-offs will be 8" diameter with first 5' using 26 gauge metal duct pipe and connection to grill with flex.
- All metal pipes will be wrapped with 1 ½" insulation, stapled 2" apart, taped with approved 181-A-P foil tape and mastic all seams and joints a minimum of 1" beyond tape edge. Insulation shall be installed taunt (minimum 2" lap) with full coverage of duct.
- All duct work will be strapped every 4' with approved metal strapping (16 gauge and 1 ½" wide). Support ceiling grid at grills as necessary (minimum two corner connection) with proper wire supports to prevent sagging of ceiling grid.
- The existing AC equipment is a 10 ton split system with one (1) dual circuit air handler and 2-five (5) ton condensers. The system control is set for three (3) stage heat and two (2) stage cooling. Replace existing thermostat with a new Honeywell 6000 FocusPro # TH6220D1002. Set control so both condensers will operate at the same time (no staging).

ADDENDA # 3

DEEP CREEK COMMUNITY CENTER

COLUMBIA COUNTY BOARD OF COMMISSIONERS (CCBC)

December 4, 2014

This will become a part of the construction documents and requirements

- Any landscaping will not be a requirement of this contract. Clean up and final grading will be required. All landscaping is planned, at this time, to be performed by owner.
- Any new sidewalks will be constructed by owner. Any removal of existing sidewalks required for new construction will be included in this contract. Removal will require neat saw cuts to avoid chipping of concrete to remain.
- A monolithic slab is not an approved alternative to the design.
- Protection with orange barrier fence or equal will be required as needed for restricted access to construction area.
- Include provision for dust control to existing facility. General cleaning will occur each day with a more detailed cleaning before each weekend to prepare for any use of the existing facility. See 4.11 of General Conditions and Item 15 of General Scope of Work.
- Requirement for windstorm 121 1/8" full height sheathing as indicated on Design Sheet A-6 will be required.
- General "Scope of Work" (item 12.d) confirms that no Building permit fees will be required. Any cost by other agencies such as Environmental Health should be verified prior to bid.
- Fire Extinguisher locations will be as per the requirement located on Design Drawing LS-1 and "Scope of Work" for Fire Protection.
- Correction to Addenda #1 "Framing" should be East End instead of North End.
- Correction to Addenda #1 "Plumbing" should be East End instead of North End.
- TV/Audio: Provide and install Electrical Metallic Tubing with galvanized steel boxes, plaster rings and blank face plates (ivory) at locations indicated on plans. Tubing to terminate above ceiling line providing for installation of low voltage lines.
- Vinyl Composition Tile Flooring: Comply with manufacturer's written instructions for installing, cleaning and protection of floor tile. Include stripping of existing VCT for entire existing building (assume 2,400 square feet) and provide three (3) coats of wax to provide a consistent color and sheen to both the new and existing VCT. Wax shall be Armstrong S-480 Commercial Floor Polish or approved equal.
- Paint: Paint interior walls matching existing color and terminating to nearest corner of existing activity room. Eliminate any reference to wood base mentioned in item 4 under "Scope of Work" Painting and Sealants.

- End of Addenda 3

PLUMB LEVEL CONSTRUCTION

232 NW CHADLEY LANE
LAKE CITY, FL 32055
(386) 792-4061 OR (386) 365-5264
FAX (386) 755-2422
PLUMBLEVELCONSTRUCTION@GMAIL.COM

Date: December 30, 2014

PROPOSAL SUBMITTED TO:

Name: Board of County Commissioners

DBA: _____

Address: P.O. Box 1529

City: Lake City

State: FL Zip Code: 32055

WORK TO BE PERFORMED AT:

Job Location: Deep Creek Comm. Center

Address: Hwy 441

City: Lake City State: FL Zip: _____

Date of Plans: _____

Plan # _____

WE HEREBY PROPOSE TO FURNISH ALL MATERIALS AND PERFORM ALL LABOR NECESSARY FOR THE COMPLETION OF: New VCT in existing area

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF: \$ 7,076 .00

WITH PAYMENTS TO BE MADE AS FOLLOWS: Upon completion

ANY ALTERCATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS WILL BE EXECUTED ONLY UPON APPROVAL. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. ANY ALTERCATION ARISING FROM THIS CONTRACT IS TO BE PAID FOR BY THE HOMEOWNER.

OTHER COMMENTS:

Remove and dispose of existing VCT. Furnish and install Armstrong # 51908 VCT in existing building with recommended adhesive and standard floor prep. Furnish and install plainpatch with additive to smooth out cracks in concrete

ACCEPTANCE OF PROPOSAL:

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

DATE ACCEPTED: 1-15-15

SIGNATURE: Kevin Bedenbaugh

SIGNATURE: P. D. ...

SIGNATURE: Russell ...

RESPECTFULLY SUBMITTED BY: KEVIN L. BEDENBAUGH / PLUMB LEVEL CONSTRUCTION CO., LLC
CERTIFIED GENERAL CONTRACTOR #CGC1516042
CERTIFIED ROOFING CONTRACTOR #CCC1329482