

A G R E E M E N T

THIS AGREEMENT entered into this 5th day of September, 2001, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and RJ's UNDERGROUND UTILITIES, INC., doing business as (a corporation, a partnership, or an individual), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for "NASSAU COUNTY JUDICIAL COMPLEX PHASE 1", NASSAU COUNTY, FLORIDA, BID NO. NC012-01, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, clearing and grubbing, fill, excavation, utility adjustment and construction, construction of curb and gutter, pavement, culverts, storm sewer system, drainage retention areas, signing and pavement marking, traffic signal, erosion control, and maintenance of traffic. All Work is to be performed per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 1991, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will SUBSTANTIALLY complete the same within two hundred fifty (250) consecutive calendar days, and fully complete the Project in a total of three hundred sixty-five (365) days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing

between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after sixty (60) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

\$1,737,134.79

(Amount of Bid:

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "Contract Documents" means and includes the following:

- Advertisement for Bids
- Information for Bidders
- Bid Form
- Sworn Statement
- Bid Bond
- Agreement
- Certificate of Owner's Attorney
- Notice of Award
- Notice to Proceed
- Change Order Request
- Performance Bond
- Payment Bond
- Hold Harmless Agreement
- General Conditions
- Specifications prepared by the Engineer

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



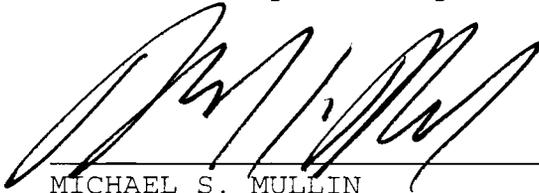
MARIANNE M. MARSHALL  
Its: Chairman

ATTEST:



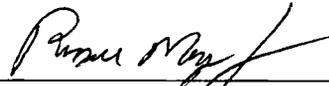
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

CONTRACTOR:

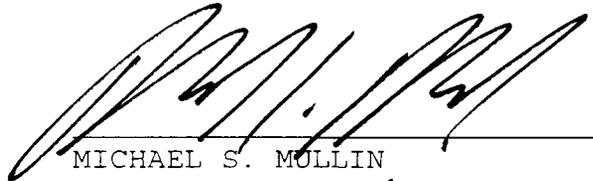


By: Russell Morgan, Jr.  
Its: Owner

CERTIFICATE OF OWNER'S ATTORNEY

I, MICHAEL S. MULLIN, the undersigned, the duly authorized and acting legal representative of Nassau County, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative(s); that said representatives have full power and authority to execute said agreement(s) on behalf of the respective parties named thereon; and that the foregoing agreement(s) constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

  
MICHAEL S. MULLIN

Date: 9/5/11

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

**NOTICE OF AWARD**

TO: RJ's Underground Utilities, Inc.  
1300 East State Road 200  
Yulee, Florida 32097

PROJECT DESCRIPTION:

**NASSAU COUNTY JUDICIAL COMPLEX PHASE 1**  
NASSAU COUNTY, FLORIDA  
BID NO. NC012-01

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated August 15, 2001, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$1,737,134.79.

You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as such you forfeit your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

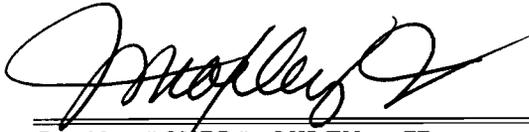
DATED this 5th day of September, 2001.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MARIANNE M. MARSHALL  
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged  
by:

RJ's Underground Utilities, Inc, this 20<sup>th</sup> day  
of September, 2001.

  
By: Russel Morgan, Jr.  
Its: owner

NOTICE TO PROCEED

To: RJ's Underground Utilities Date: September 5, 2001  
1300 East State Road 200 Project: Bid No. NC012-01  
Yulee, Florida 32097

You are hereby notified to commence work in accordance with the Agreement dated the 5th day of September 2001, on or before the ~~20th~~ <sup>2<sup>nd</sup></sup> day of ~~September~~ <sup>OCTOBER 6</sup> (2001), and you are to substantially complete the Work within two hundred and fifty (250) consecutive calendar days, and fully complete the Project in a total of three hundred and sixty-five (365) days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore September 5, 2002.

OWNER:

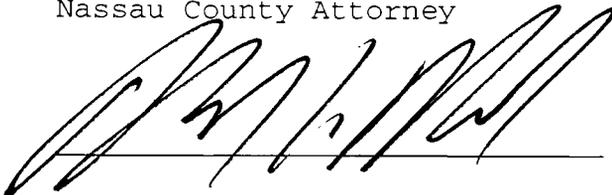
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
MARIANNE M. MARSHALL  
Its: Chairman

ATTEST:

  
L. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged by:

R.J's Underground Utilities, Inc., this 20<sup>th</sup> day  
of September, 2001.

*Russell Morone*  
By: *Russell Morone, Jr.*  
Its: *owner*

Nassau County  
Department of Public Works

County  
Contractor

Field

Other

**CHANGE ORDER REQUEST**

PROJECT: \_\_\_\_\_ CHANGE ORDER NUMBER: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

TO CONTRACTOR: \_\_\_\_\_

The Contract is changed as follows:

Original Contract Sum	\$ _____
Net change by Previous Change Order	\$ _____
Contract Sum Prior to This Change Order	\$ _____
Amount of This Change Order (Add/Deduct)	\$ _____
New Contract Sum, Including this Change Order	\$ _____

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by \_\_\_\_\_ days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Resident Project Representative

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Contractor

Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Public Works

INSERT CERTIFICATE(S) OF INSURANCE

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_ (Name of Contractor) \_\_\_\_\_ (Address of Contractor), a \_\_\_\_\_, (corporation, partnership, individual), hereinafter called "Principal", \_\_\_\_\_ (Name of Surety), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Owner", total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2001, a copy of which is attached hereto and made a part hereof for the construction of:

**NASSAU COUNTY JUDICIAL COMPLEX PHASE 1**  
NASSAU COUNTY, FLORIDA  
BID NO. NC012-01

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any and all extensions thereof which may be granted by the Owner, with or without NOTICE TO THE SURETY and during the one (1) year guaranty period and IF THE PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reasons of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or attain to

the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more the twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ (number), one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(address)

\_\_\_\_\_

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That  
\_\_\_\_\_  
(Name of Contractor)  
\_\_\_\_\_  
(Address of  
Contractor), a \_\_\_\_\_, (corporation, partnership,  
individual), hereinafter called "Principal",  
\_\_\_\_\_  
(Name of Surety), hereinafter  
referred to as "Surety", are held and firmly bound unto the  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a  
political subdivision of the State of Florida, Post Office  
Box 1010, Fernandina Beach, FL 32035, hereinafter referred  
to as "Owner", and unto all persons, firms, and corporations  
who or which may furnish labor, or who furnish materials to  
perform as described under the Contract and to their  
successors and assigns in the total aggregate penal sum of  
\_\_\_\_\_ Dollars (\$\_), in lawful money of the United  
States, for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas,  
the Principal entered into a certain contract with the  
Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2001, a copy  
of which is attached hereto and made a part hereof for the  
construction of:

**NASSAU COUNTY JUDICIAL COMPLEX PHASE 1**

NASSAU COUNTY, FLORIDA

BID NO. NC012-01

NOW, THEREFORE, if the Principal shall promptly make  
payment of all persons, firms, and corporations furnishing  
materials for or performing labor in the prosecution of the  
Work provided for in such Contract, and any authorized  
extensions or modifications thereof, including all amounts  
due for materials, lubricants, oil, gasoline, coal and coke,  
repairs on machinery, equipment and tools, consumed or used  
in connection with the construction of such work, and for  
all labor cost incurred in such work, including that by a  
subcontractor, and to any mechanic or materialman lienholder  
whether it acquires its lien by operation of State or  
Federal law; then this obligation shall be void, otherwise  
to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder  
shall be limited to the subcontractors, and persons, firms,

and corporations having a direct contract with the Principal to its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notices shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or server in any manner in which legal process may be served in the State of Florida, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in \_\_\_\_ (number), one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 2001.

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Witness)

SURETY:

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Witness)

NOTE: Date of Bond must not be prior to the date of the Contract.

If Contractor is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida.

**HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ (Contractor),  
its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless, and defend the Engineer and the Board of County Commissioners of Nassau County, Florida, and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the Owner as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the Contractor, its agents, servants, or employees during and as a result of the performance under this Contract whether direct or indirect, and whether to any person or property to which the Owner or said parties may be subject.

Name of Firm: \_\_\_\_\_

Name of Agent: \_\_\_\_\_

Title of Agent: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

Date: \_\_\_\_\_

PERFORMANCE BOND

BOND #655083

KNOW ALL PERSONS BY THESE PRESENTS: That  
 RJ'S UNDERGROUND UTILITIES, INC. (Name of Contractor)  
 1300 E STATE RD 2000-YULEE, FL 32097 (Address of  
 Contractor), a CORPORATION, (corporation, partnership,  
 individual), hereinafter called "Principal",  
 MID-STATE SURETY CORPORATION (Name of Surety), and the BOARD OF  
 COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political  
 subdivision of the State of Florida, hereinafter referred to  
 as "Owner", total aggregate penal sum of <sup>ONE MILLION SEVEN HUNDRED THIRTY</sup> SEVENTHOUSAND ONE <sup>HUNDRED THIRTY</sup>  
 Dollars (\$ 1,737,134.79 ), in lawful money of the United <sup>FOUR & 797100</sup>  
 States, for the payment of which sum well and truly to be  
 made, we bind ourselves, our heirs, executors,  
 administrators, successors, and assigns, jointly and  
 severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas,  
 the Principal entered into a certain contract with the  
 Owner, dated the 5TH day of SEPTEMBER, 2001, a copy  
 of which is attached hereto and made a part hereof for the  
 construction of:

NASSAU COUNTY JUDICIAL COMPLEX PHASE 1  
 NASSAU COUNTY, FLORIDA  
 BID NO. NC012-01

NOW, THEREFORE, if the Principal shall well, truly, and  
 faithfully perform its duties, all the undertakings,  
 covenants, terms, conditions, and agreements of said  
 contract during the original term thereof, and any and all  
 extensions thereof which may be granted by the Owner, with  
 or without NOTICE TO THE SURETY and during the one (1) year  
 guaranty period and IF THE PRINCIPAL shall satisfy all  
 claims and demands incurred under such contract, and shall  
 fully indemnify and save harmless the Owner from all costs  
 and damages which it may suffer by reasons of failure to do  
 so, and shall reimburse and repay the Owner all outlay and  
 expense which the Owner may incur in making good any  
 default, then this obligations shall be void, otherwise to  
 remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value  
 received hereby stipulates and agrees that no change,  
 extension of time, alteration or addition to the terms of  
 the contract or to work to be performed thereunder of the  
 SPECIFICATIONS accompanying same shall in any way affect its  
 obligation on this BOND, and it does hereby waive notice of  
 any such change, extension of time, alteration or attain to

the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than the twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in 1 (number), one of which shall be deemed an original, this 24TH day of SEPTEMBER, 2001.

R J'S UNDERGROUND UTILITIES, INC.  
Principal

ATTEST:

[Signature]  
(Principal) Secretary

By: [Signature]

(Seal)  
[Signature]  
(Witness as to Principal)

1300 E STATE RD 200, YULEE, FL 32097  
(address)

MID-STATE SURETY CORPORATION  
(SURETY)

WITNESS:

[Signature]  
B. J. BARNES

BY: [Signature]  
MARY P. MULCAHEY, ATTORNEY-IN-FACT

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That R J'S UNDERGROUND UTILITIES, INC. (Name of Contractor) 1300 E SR 200, YULEE, FL 32097 (Address of Contractor), a CORPORATION, (corporation, partnership, individual), hereinafter called "Principal", MID-STATE SURETY CORPORATION (Name of Surety), hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office ~~Box 1010~~, Fernandina Beach, FL 32035, hereinafter referred to as "Owner", and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of ~~ONE MILLION SEVEN HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED THIRTY FOUR AND 79/100 DOLLARS (\$1,737,134.79)~~ ~~our~~ money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 5TH day of SEPTEMBER, 2001, a copy of which is attached hereto and made a part hereof for the construction of:

NASSAU COUNTY JUDICIAL COMPLEX PHASE 1  
NASSAU COUNTY, FLORIDA  
BID NO. NC012-01

NOW, THEREFORE, if the Principal shall promptly make payment of all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work, including that by a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms,

and corporations having a direct contract with the Principal to its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notices shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or server in any manner in which legal process may be served in the State of Florida, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in 1 (number), one of which shall be deemed an original, this 24TH day of SEPTEMBER, 2001.

PRINCIPAL:

Amie Nobles  
Amie Nobles  
(Printed Name of Witness)

Nancy Posten  
Nancy Posten  
(Printed Name of Witness)

R J'S UNDERGROUND UTILITIES, INC.

By: [Signature]

Its: President

SURETY:

B. J. Barnes  
B. J. BARNES  
(Printed Name of Witness)

Anna-Marie Albert  
ANNA-MARIE ALBERT  
(Printed Name of Witness)

MID-STATE SURETY CORPORATION

By: [Signature]

Its: MARY P. MULCAHEY, ATTORNEY-IN-FACT

NOTE: Date of Bond must not be prior to the date of the Contract.

If Contractor is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida.

MID-STATE SURETY CORPORATION

No 655083

GROSSE POINTE FARMS, MICHIGAN 48236

POWER OF ATTORNEY

Know All Men By These Presents:

That the MID-STATE SURETY CORPORATION, a corporation of the State of MICHIGAN, having its principal office in the City of Grosse Pointe Farms, Michigan, pursuant to authority granted by a resolution of its Board of Directors, which reads as follows:

The President, the Vice President, or the Treasurer of this Corporation shall have authority to appoint in writing such attorneys-in-fact, as the business of the Corporation may require, and to authorize such attorneys-in-fact, and each of them to execute on behalf of the Corporation, any bonds, recognizances, stipulations, contracts of indemnity and other undertakings of like character, or to exercise any lesser number of said powers as hereinbefore set forth.

"Said appointments shall be attested by the Secretary or a Vice President of this Corporation under its seal. The signature of the Secretary or any Vice President to certified copies of such powers of attorney may be original or facsimile, and when the corporate seal is affixed thereto, any third party may rely on said certified copies of powers of attorney as the act and deed of this Corporation. The President, the Vice President, or Treasurer may revoke any appointment made pursuant hereto, and revoke any and all authority conferred by any such appointment."

does hereby nominate, constitute and appoint

Fitzhugh K. Powell, Mary P. Mulcahey, Robert T. Theus, Wendy A. Dygert

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed.

Any and all bonds in an amount not exceeding \$10,000,000.00 in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, and to bind MID-STATE SURETY CORPORATION, thereby, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

IN WITNESS WHEREOF, MID-STATE SURETY CORPORATION of Grosse Pointe Farms, Michigan, has caused these presents to be signed by its proper officer

and its corporate seal to be hereunto affixed this 6th day of March, 2000

MID-STATE SURETY CORPORATION
JOHN J. BARRY, PRESIDENT

STATE OF MICHIGAN, COUNTY OF WAYNE

On this 6th day of March, A.D. 2000, personally came before me JOHN J. BARRY, to me known to be the individual and officer of the MID-STATE SURETY CORPORATION of Grosse Pointe Farms, Michigan, who executed the above instrument, and acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that he is the said officer of the Corporation aforesaid and the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said Corporation.

GAIL TREVOR
Notary Public, Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission Expires August 2, 2001

Gail Trevor
Notary Public
Commission Expires August 2, 2001

I, the undersigned, Vice President of the Mid-State Surety Corporation of Grosse Pointe Farms, Michigan, a Michigan corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the provisions of the By-Laws of the company and the Resolutions of the Board of Directors set forth in the Power of Attorney, are still in force.

Signed and sealed in the City of Grosse Pointe Farms this 24th day of SEPTEMBER 2001

JOSEPH A. SPRYS, VICE PRESIDENT

(Seal)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/24/2001

PRODUCER (904)353-3181 FAX (904)353-5722  
Cecil W. Powell & Co.  
P.O. Drawer 41490  
219 Newnan St.  
Jacksonville, FL 32203-1490

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED R Js Underground Utilities  
1300 E State Road 200  
Yulee, FL 32097

INSURER A: Transcontinental Ins Co  
INSURER B: Auto Owners Insurance Co  
INSURER C: Associated Industries  
INSURER D:  
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	C1044630107	05/18/2001	05/18/2002	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY	9618519500	01/01/2001	01/01/2002	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2001319298	05/18/2001	05/18/2002	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	E.L. EACH ACCIDENT				\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 100,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Re: Nassau County Judicial Complex Phase 1 Nassau County, FL  
Bid No. NC012-01

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Board of County Commissioners of Nassau County P O Box 1010 Fernandina Bch, FL 32035-1010		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Jacque A. LaBelle/JRB <i>Jacque A. LaBelle</i>

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

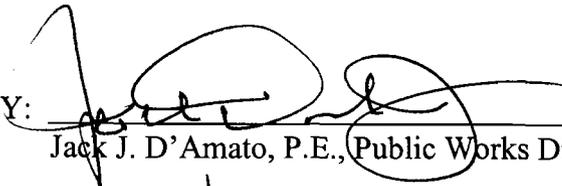
CHANGE ORDER NUMBER: 01

DATE: January 28, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,737,134.79</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>700.00</u>
New Contract Sum Including this Change Order.....	\$	<u>1,737,834.79</u>

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Director

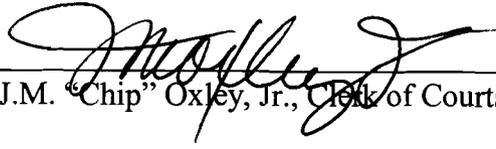
DATE: 1-28-02

APPROVED BY: N/A  
Michael Mullin, County Attorney

DATE: \_\_\_\_\_

APPROVED BY: N/A  
Nick Deonas, Chairman

DATE: \_\_\_\_\_

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 1-28-02

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Nassau County Judicial Complex CHANGE ORDER NUMBER: 001

Infrastructure DATE: January 17, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

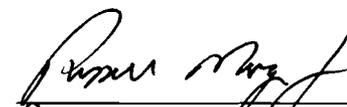
The contract is changed as follows:

Addition of 2 8" 45 degree bends @ \$350.00 each Total \$700.00

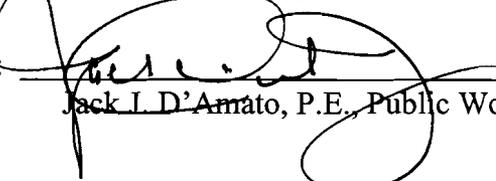
Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,737,134.79</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>700.00</u>
New Contract Sum Including this Change Order.....	\$	<u>1,737,834.79</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY:   
Contractor

DATE: 1-28-02

APPROVED BY:   
Jack L. D'Amato, P.E., Public Works Director

DATE: 1-28-02



**Nassau County Public Works**  
213 Nassau Place  
Yulee, FL 32097

Jack D'Amato, Jr., PE  
Director of Public Works

**MEMORANDUM**

**TO :** Nick Deonas, Chairman

**FROM :** Jack J. D'Amato, P.E., Public Works Director *JJD*

**DATE :** January 28, 2002

**SUBJECT :** Request for Agenda Expansion

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Staff requests that the Board of County Commissioners expand the January 28, 2002 Agenda for the following items:

- Judicial Complex Infrastructure Change Order Request – RJ's Underground Utilities.

FERNANDINA  
(904) 491-3606  
FAX (904) 491-3611

TOLL FREE  
1-800-264-2065 1-800-948-3364

ROAD & BRIDGE  
(904) 491-3626 or (904) 845-3610  
FAX (904) 845-1230



**Nassau County Public Works**  
213 Nassau Place  
Yulee, FL 32097

Jack D'Amato, Jr., PE  
Director of Public Works

**MEMORANDUM**

**TO :** Nick Deonas, Chairman

**FROM :** Jack J. D'Amato, P.E., Public Works Director 

**DATE :** January 28, 2002

**SUBJECT :** Judicial Complex Infrastructure  
Change Order Request – RJ's Underground Utilities

---

**Background:**

Staff has received the revised engineering plans and quantities for the redesigned areas of the Judicial Complex, i.e., Courthouse, EOC & Sheriff's Administration layouts and the supporting infrastructure from McCranie and Associates. Staff has prepared a change order to RJ's Underground, utilizing their existing unit prices, in order to incorporate these redesigned areas into their existing contract. The revised quantities will increase the existing contract by \$990,759.01. When the contract was presented to the Board and recommended for approval by Staff in September 2001, Staff advised the Board that a change order would be required in the future in order to incorporate the redesigned areas into said contract.

**Recommendation:**

Staff respectfully requests that the Board of County Commissioners approve said change order in the amount of \$990,759.01 to RJ's Underground Utilities, Inc. It is staff's understanding that the funding for said change order is to come from the 365 Capital Projects – County Complex Fund.

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

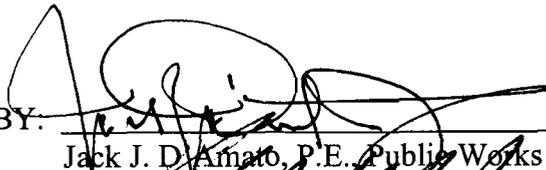
CHANGE ORDER NUMBER: 02

DATE: January 28, 2002

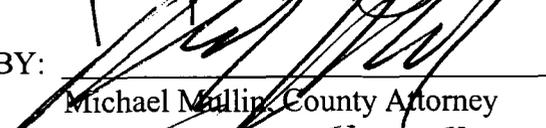
CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>700.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,737,834.79</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>990,759.01</u>
New Contract Sum Including this Change Order.....	\$	<u>2,728,593.80</u>

APPROVED BY:   
Jack J. D. Amato, P.E., Public Works Director

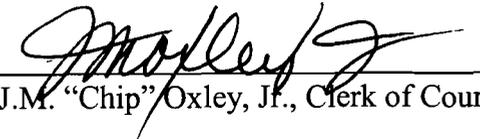
DATE: 1.28.02

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 1-29-02

APPROVED BY:   
Nick Deonas, Chairman

DATE: 1.28.02

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 1.28.02

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Nassau County Judicial Complex CHANGE ORDER NUMBER: 002

Infrastructure DATE: January 17, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

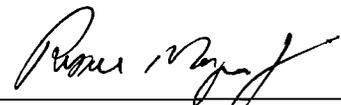
The contract is changed as follows:

Revise and establish new estimated quantities in order to incorporate the remainder of the infrastructure work into the existing contract with R.J.'s Underground Utilities. The estimated quantities have been revised in order to reflect the redesign of the Sheriff's Administration, EOC and Courthouse areas, as previously approved under Exhibit F of McCranie & Associates, Inc.'s contract, by the Board of County Commissioners.

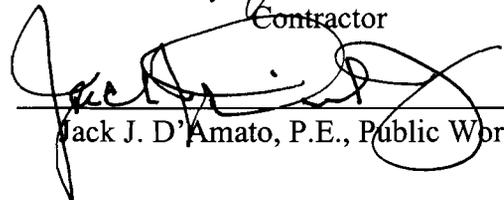
Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>700.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>1,737,834.79</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>990,759.01</u>
New Contract Sum Including this Change Order.....	\$	<u>2,728,593.80</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY:   
Contractor

DATE: 1-28-02

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Director

DATE: 1.28.02





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

February 4, 2002

RJ's Underground Utilities, Inc.  
1300 East State Road 200  
Yulee, FL 32097

Re: Contract No. NC012-01

Gentlemen:

Enclosed are original, fully executed Change Order Nos. 1 and 2 for the referenced contract as approved by the Nassau County Board of County Commissioners at its regular meeting on January 28, 2002.

Please let us know if we may be of any further assistance.

Sincerely,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

jgb

Enclosures

cc: Jack D'Amato

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 003

\_\_\_\_\_

DATE: February 11, 2002

\_\_\_\_\_

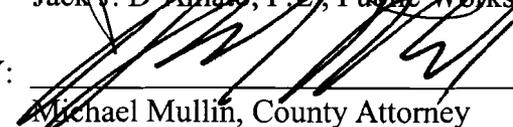
CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

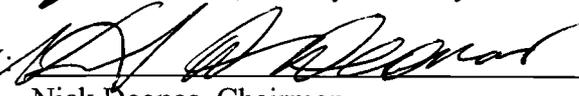
Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>991,459.01</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,728,593.80</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>189,029.20</u>
New Contract Sum Including this Change Order.....	\$	<u>2,917,623.00</u>

APPROVED BY:   
\_\_\_\_\_  
Jack J. D'Amato, P.E., Public Works Director

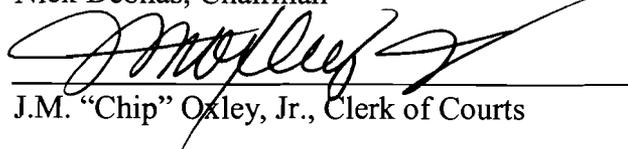
DATE: 2/13/02

APPROVED BY:   
\_\_\_\_\_  
Michael Mullin, County Attorney

DATE: 2/18/02

APPROVED BY:   
\_\_\_\_\_  
Nick Deonas, Chairman

DATE: 2/20/02

APPROVED BY:   
\_\_\_\_\_  
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 2/20/02

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Nassau County Judicial Complex CHANGE ORDER NUMBER: 003

Infrastructure DATE: February 11, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

Adjustments in quantities per the Design Engineer, McCranie & Associates for the wetland creation areas (earthwork only, does not include planting), the construction of the building pads for the Courthouse and the Records Storage Building and adjustments to the conduit system due to the re-design of the BellSouth conduit system. Breakdown of quantities attached in Exhibit "A".

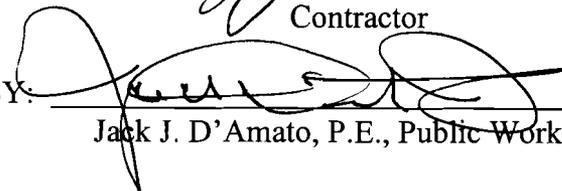
Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>991,459.01</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,728,593.80</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>189,029.20</u>
New Contract Sum Including this Change Order.....	\$	<u>2,917,623.00</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY:   
Contractor

DATE: 2/12/02

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Director

DATE: 2/13/02

## EXHIBIT "A"

Item No. 4	Pond Excavation	+43,116CY @ \$2.70CY=	\$116,413.20
Item No. 2	Roadway Earthwork	+19,000CY @ \$1.78CY=	33,820.00
Item No. 3	Clearing & Grubbing	+10AC @ \$4,285.00AC=	42,850.00
Item No. 101	Manholes	-1 Unit @ \$2,500.00=	(2,500.00)
Item No. 102	4" PVC Conduit	-200FT @ \$4.17FT=	(834.00)
Item No. 103	4" PVC Sweep	-12 Units @ \$60.00 Unit=	<u>(720.00)</u>
		<b>Total Increase</b>	<b>\$189,029.20</b>

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure CHANGE ORDER NUMBER: 04A

DATE: May 30, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

**Additional Scope Added To Contract By County:**

- 1. Bridge Improvements & Temporary Roadway To Mitigation Area \$16,000.00
- 2. Construction of Berm 9200 CY @ \$1.78/CY \$16,376.00

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,180,488.21</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,917,623.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>32,376.00</u>
New Contract Sum Including this Change Order.....	\$	<u>2,949,999.00</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: Russell Morgan, Jr. / [Signature]  
Contractor

DATE: 6/3/02

APPROVED BY: [Signature]  
Jack J. D'Amato, P.E., Public Works Director

DATE: 6.5.02

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 04A

DATE: May 30, 2002

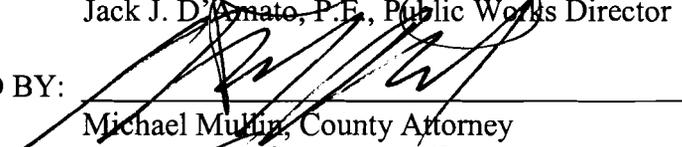
CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

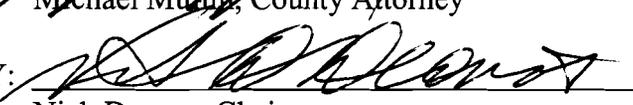
Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,180,488.21</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,917,623.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>32,376.00</u>
New Contract Sum Including this Change Order.....	\$	<u>2,949,999.00</u>

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Director

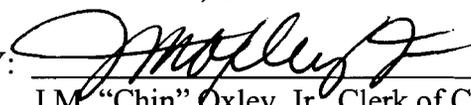
DATE: 6.5.02

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 6.6.02

APPROVED BY:   
Nick Deonas, Chairman

DATE: 6.11.02

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 6.11.02

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure CHANGE ORDER NUMBER: 04B

DATE: May 30, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

**See Attached Sheet For Detail of Change Order Items**

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,212,864.21</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,949,999.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>127,101.42</u>
New Contract Sum Including this Change Order.....	\$	<u>3,077,100.42</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: Russell Morgan Jr. Apr  
Contractor

DATE: 6/3/02

APPROVED BY: Jack J. D'Amato  
Jack J. D'Amato, P.E., Public Works Director

DATE: 6.5.02

Courthouse Pad - raised by one foot - this was decided to be done after coordination of architectural plans and the engineering plans. (4522 cy @ 1.78 cy (earthwork) = \$8,049.16)

Item #2 - Additional earthwork - for green areas and back of curb  
22,800 CY @ \$1.78/yard = \$40,584.00

Clearing around pond 3 - this area was to be cleared under the contract between Myers Tractor Service and Nassau County. There was a large amount of stumps and debris over the entire pond 3 site. Based upon discussions with Mr. Pat Gilroy, 65% of the total area will be considered to need full clearing and grubbing. (60% \* 3.53 Ac @ 4285/Ac (clearing) = \$9,075.63)

Item # 50 - 1 additional Fire Hydrant & Assembly 1 @ 2,600.00 = 2,600.00

2,340' of 5" PVC Conduit underg round electric for Florida Power & Light  
(2,340' @ \$3.17 = \$7,418.80)

6 - 5" - 36" PVC Sweep under ground electric for Florida Power & Light 6 @ \$60.00 = 360.00)

Roof drain pipes connecting to the Courthouse and Records building - This was required after the coordination meeting between the Architect and the Engineer. (363' of 8" or 10" roof drain @ \$17/foot (new item) = \$6,171.00)

36" tee - This was required after the coordination meeting between the Architect and the Engineer. They connect the storm drain to the roof drains. (3 tees @ \$900.00 each (new item) = \$2,700.00)

The following items are being added due to the existing ground being approximately one foot higher than the survey showed.

- Cut one foot from the Sheriff/EOC parking area  
(1939 cy @ 2.70/cy (excavation) = \$5,235.30)
- Cut one foot from the Jail parking area  
(2896 cy @ 2.70/cy (excavation) = \$7,819.20)

This then brings the project up to date. The next decision that must be made is to either redesign the Sheriff/EOC parking areas and the Courthouse area or to remove an extra one foot of soil over the entire site.

Raise curb inlets 16 @ \$150.00 each (new item)	= \$2,400.00
Raise type C inlets 21 @ \$400.00 each (new item)	= \$8,400.00
Raise sanitary sewer tops 9 @ \$650.00 each (new item)	= \$5,850.00
Raise fire hydrants 10 @ \$300.00 each (new item)	= \$3,000.00
Raise EOC/Sheriff pad 4595cy @ \$1.79/cy (earthwork)	= \$8,225.05
Raise Courthouse pad 5176 @ \$1.78/cy (earthwork)	= \$9,213.28

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 04B

DATE: May 30, 2002

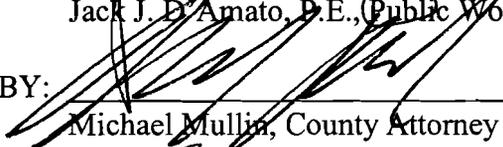
CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,212,864.21</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,949,999.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>127,101.42</u>
New Contract Sum Including this Change Order.....	\$	<u>3,077,100.42</u>

APPROVED BY:   
Jack J. D'Amato, P.E., (Public Works Director)

DATE: 6-5-02

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 6-6-02

APPROVED BY:   
Nick Deonas, Chairman

DATE: 6-11-02

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 6-11-02



RJ'S  
UNDERGROUND UTILITIES, INC.  
1300 EAST STATE ROAD 200  
YULEE, FLORIDA 32034  
TELEPHONE 904-225-2959  
FACSIMILE 904-225-9344  
#CUCO56651

May 6, 2002

Mrs. Stevenson  
Nassau County Public Works  
213 Nassau Place  
Yulee, Florida 32097

Re: Change Order

Dear Mrs. Stevenson:

Please find below the information and quantities we are requesting for our change order.

Courthouse Pad - raised by one foot - this was decided to be done after coordination of architectural plans and the engineering plans. (4522 cy @ 1.78 cy (earthwork) = \$8,049.16)

Item #2 - Additional earthwork - for green areas and construction of berm (32,000 cy @ 1.78 = \$56,960.00)

Clearing around pond 3 - this area was to be cleared under the contract between Myers Tractor Service and Nassau County. There was a large amount of stumps and debris over the entire pond 3 site. Based upon discussions with Mr. Pat Gilroy, 65% of the total area will be considered to need full clearing and grubbing. (60% \* 3.53 Ac @ 4285/Ac (clearing) = \$9,075.63)

Item # 50 - 1 additional Fire Hydrant & Assembly 1 @ 2,600.00 = 2,600.00

2,340' of 5" PVC Conduit underground electric for Florida Power & Light (2,340' @ \$3.17 = \$7,418.80)

6 - 5" - 36" PVC Sweep underground electric for Florida Power & Light 6 @ \$60.00 = 360.00

Temporary roadway and bridge to the mitigation area - This is required to get to the mitigation area and excavate the area. The bridge will not be warranted for any other traffic. (new item = \$16,000.00)

Roof drain pipes connecting to the Courthouse and Records building - This was required after the coordination meeting between the Architect and the Engineer. (363' of 8" or 10" roof drain @ \$17/foot (new item) = \$6,171.00)

36" fee - This was required after the coordination meeting between the Architect and the Engineer. They connect the storm drain to the roof drains. (3 fees @ \$900.00 each (new item) = \$2,700.00)

There are many areas of unsuitables. These quantities have been and will be tallied in the field and paid at the contract unit price. There will be more cubic yards than previously anticipated due to debris being buried under the temporary parking lot for the workers. This quantity is unknown.

The following items are being added due to the existing ground being approximately one foot higher than the survey showed.

Cut one foot from the Sheriff/EOC parking area  
(1939 cy @ 2.70/cy (excavation) = \$5,235.30)

Cut one foot from the Jail parking area  
(2896 cy @ 2.70/cy (excavation) = \$7,819.20)

This then brings the project up to date. The next decision that must be made is to either redesign the Sheriff/EOC parking areas and the Courthouse area or to remove an extra one foot of soil over the entire site.

- 16 @ \$150.00 each (new item) Raise curb inlets
- 21 @ \$400.00 each (new item) Raise type C inlets
- 9 @ \$650.00 each (new item) Raise sanitary sewer tops
- 10 @ \$300.00 each (new item) Raise fire hydrants
- 4595 cy @ \$1.79/cy (earthwork) Raise EOC/Sheriff pad
- 5176 @ \$1.79/cy (earthwork) Raise Courthouse pad

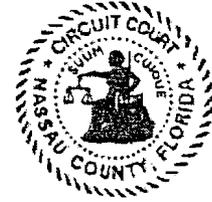
- \$2,400.00
- \$8,400.00
- \$5,850.00
- \$3,000.00
- \$8,225.05
- + \$9,265.04

If you need any further information, please advise.

Wm. Russell Morrison, Jr.  
Sincerely yours,  
*Wm. Russell Morrison, Jr.*



J. M. "CHIP" OXLEY, JR.  
 Clerk of Circuit and County Courts  
 Nassau County  
 Post Office Box 456  
 Fernandina Beach, Florida 32035-0456  
 Phones: (904) 321-5700 (800) 958-3496  
 Callahan-Hilliard (904) 879-1029



**FACSIMILE TRANSMITTAL SHEET**

DATE: 5/10 NUMBER OF PAGES (INCLUDING COVER) 3

TO: DAWN STEVENSON

FAX NUMBER: 491-8021

FROM: Connie Arthur

Board Administration

IF THIS TRANSMISSION IS INCOMPLETE OR POORLY RECEIVED, PLEASE  
 NOTIFY JONI AT (904) 321-5722.

OUR FAX NUMBER IS (904) 321-5795.

*5/10/02  
 called Dawn &  
 faxed motion CO's.  
 (2) separate  
 ct*

for identifying issues in the field, how costs are determined and authorization for work to proceed. The group again clarified all items listed in the change order. Mr. D'Amato clarified that Items #2 and #50 will be discussed with the design engineer in accordance with the guidance of the County Attorney. In order to move forward with the project, it was moved by Commissioner Howard and seconded by Commissioner Samus to approve change order number four from RJ's Underground Utilities for the Judicial Complex Infrastructure in the total amount of \$159,528.18, subject to the Project Manager investigating recovery issues and authorize the Chairman to sign separate change orders identifying (Change Order 4A) changes to existing work and (Change Order 4B) additional scope of work under the current contract. The motion and second were amended to direct the Project Manager to report back to the Board on the causes of the change order and liability attributed to contractors, engineers or surveyors. The vote carried unanimously. Mr. D'Amato reported that any backup materials would be presented as an informational item at the next regular meeting.

10:25

Howd  
4-2  
CO's  
4A/B

9.45 AM  
10:25 AM  
10:30 AM

FAX HEADER:

TRANSMITTED/STORED : FILE MODE	MAY. 10. 2002 1:03PM OPTION	ADDRESS	RESULT	PAGE
807	MEMORY TX	94912021	OK	3/3

REASON FOR ERROR  
 E-1) HANG UP OR LINE FAIL  
 E-3) NO ANSWER

E-2) BUSY  
 E-4) NO FACSIMILE CONNECTION



**J. M. "CHIP" OXLEY, JR.**  
 Clerk of Circuit and County Courts  
 Nassau County  
 Post Office Box 456  
 Fernandina Beach, Florida 32035-0456  
 Phones: (904) 321-3700 (800) 858-3486  
 Callahan-Hilliard (904) 879-1028



**FACSIMILE TRANSMITTAL SHEET**

DATE: 5/10 NUMBER OF PAGES (INCLUDING COVER) 3

TO: DAWN STEVENSON

FAX NUMBER: 491-8021

FROM: Connie Arthur  
Board Administration

IF THIS TRANSMISSION IS INCOMPLETE OR POORLY RECEIVED, PLEASE NOTIFY JONI AT (904) 321-5722.

OUR FAX NUMBER IS (904) 321-5795.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

June 11, 2002

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

RJ's Underground Utilities, Inc.  
1300 East State Road 200  
Yulee, Florida, 32097

RE: Contract Number NC012-01  
Change Order Nos. 4A and 4B

Gentlemen:

At a regular session of the Nassau County Board of County Commissioners held May 8, 2002 the Board approved and authorized the Chairman to sign the referenced change orders. Copies are enclosed for your records.

Should you have any question, please don't hesitate to call me.

Sincerely,

J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Enclosures

xc: Dawn Stevenson, Contracts Manager  
Financial Services

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

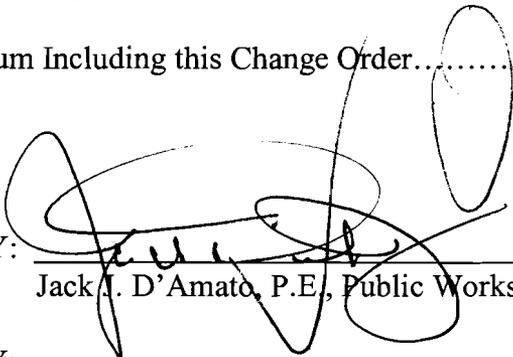
CHANGE ORDER NUMBER: 04

DATE: May 8, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,180,488.21</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,917,623.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>159,528.18</u>
New Contract Sum Including this Change Order.....	\$	<u>3,077,151.18</u>

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Director

DATE: 5.8.02

APPROVED BY: \_\_\_\_\_  
Michael Mullin, County Attorney

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Nick Deonas, Chairman

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: \_\_\_\_\_

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 04

DATE: May 3, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

**See Attached Breakdown for Changes**

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,180,488.21</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,917,623.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>159,528.18</u>
New Contract Sum Including this Change Order.....	\$	<u>3,077,151.18</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: Russell Morgan, Jr. / AP  
Contractor

DATE: 5/8/02

APPROVED BY: Jack J. D'Amato  
Jack J. D'Amato, P.E., Public Works Director

DATE: 5-8-02

Courthouse Pad - raised by one foot - this was decided to be done after coordination of architectural plans and the engineering plans. (4522 cy @ 1.78 cy (earthwork) = \$8,049.16)

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6 - 5" - 36" PVC Sweep under ground electric for Florida Power & Light 6 @ \$60.00 = 360.00)

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Roof drain pipes connecting to the Courthouse and Records building - This was required after the coordination meeting between the Architect and the Engineer. (363' of 8" or 10" roof drain @ \$17/foot (new item) = \$6,171.00)

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Raise fire hydrants 10 @ \$300.00 each (new item)	= \$3,000.00
Raise EOC/Sheriff pad 4595cy @ \$1.79/cy (earthwork)	= \$8,225.05
Raise Courthouse pad 5176 @ \$1.79/cy (earthwork)	= \$9,265.04

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

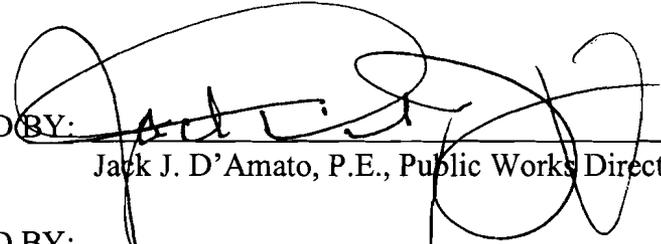
CHANGE ORDER NUMBER: 04

DATE: May 8, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>(1,180,488.21)</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,917,623.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>159,528.18</u>
New Contract Sum Including this Change Order.....	\$	<u>3,077,151.18</u>

APPROVED BY:   
Jack J. D'Amato, P.E., Public Works Director

DATE: 5.8.02

APPROVED BY: \_\_\_\_\_  
Michael Mullin, County Attorney

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Nick Deonas, Chairman

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: \_\_\_\_\_

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 04

DATE: May 3, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

**See Attached Breakdown for Changes**

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Net Change by Previous Change Order.....	\$	<u>1,180,488.21</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,917,623.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>159,528.18</u>
New Contract Sum Including this Change Order.....	\$	<u>3,077,151.18</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: Russell Morgan D / JH  
Contractor

DATE: 5/8/02

APPROVED BY: Jack J. D'Amato  
Jack J. D'Amato, P.E., Public Works Director

DATE: 5.02.02

Courthouse Pad - raised by one foot - this was decided to be done after coordination of architectural plans and the engineering plans. (4522 cy @ 1.78 cy (earthwork) = \$8,049.16)

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6 - 5" - 36" PVC Sweep under ground electric for Florida Power & Light 6 @ \$60.00 = 360.00)

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Roof drain pipes connecting to the Courthouse and Records building - This was required after the coordination meeting between the Architect and the Engineer. (363' of 8" or 10" roof drain @ \$17/foot (new item) = \$6,171.00)

36" tee - This was required after the coordination meeting between the Architect and the Engineer. They connect the storm drain to the roof drains. (3 tees @ \$900.00 each (new item) = \$2,700.00)

The following items are being added due to the existing ground being approximately one foot higher than the survey showed.

· Cut one foot from the Sheriff/EOC parking area  
(1939 cy @ 2.70/cy (excavation) = \$5,235.30)

· Cut one foot from the Jail parking area  
(2896 cy @ 2.70/cy (excavation) = \$7,819.20)

This then brings the project up to date. The next decision that must be made is to either redesign the Sheriff/EOC parking areas and the Courthouse area or to remove an extra one foot of soil over the entire site.

Raise curb inlets 16 @ \$150.00 each (new item)	= \$2,400.00
Raise type C inlets 21 @ \$400.00 each (new item)	= \$8,400.00
Raise sanitary sewer tops 9 @ \$650.00 each (new item)	= \$5,850.00
Raise fire hydrants 10 @ \$300.00 each (new item)	= \$3,000.00
Raise EOC/Sheriff pad 4595cy @ \$1.79/cy (earthwork)	= \$8,225.05
Raise Courthouse pad 5176 @ \$1.79/cy (earthwork)	= \$9,265.04



**Nassau County Public Works**  
 213 Nassau Place  
 Yulee, FL 32097

Jack D'Amato, Jr., PE  
 Director of Public Works

**MEMORANDUM**

**TO :** Nick Deonas, Chairman

**FROM :** Jack J. D'Amato, P.E., Public Works Director 

**DATE :** May 6, 2002

**SUBJECT :** Nassau County Judicial Complex  
 RJ's Underground Utilities – Request for Change Order

Staff has received a request for change order from RJ's Underground Utilities for the above referenced project. This request addresses several areas of the project as shown in the attached request. The total change order is the in the amount of \$159,528.18 (see attached request for details). It is Staff's position that these changes are necessary in order to keep the project moving forth and are also in the best interest of Nassau County.

Staff requests that the Board of County Commissioners approve RJ's Underground Utilities, Inc. change order in the amount of \$159,528.18 and authorize the Chairman to execute said change order.

**APPROVED**

**DATE** 5/8/02

*Assigned Chan to sign separate Change Order for (1) work add'l scope of work. Jack to investigate necessary issues by end of month 5/13.*

FERNANDINA  
 (904) 491-3606  
 FAX (904) 491-3611

TOLL FREE  
 1-800-264-2065 1-800-948-3364

ROAD & BRIDGE  
 (904) 491-3626 or (904) 845-3610  
 FAX (904) 845-1230

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

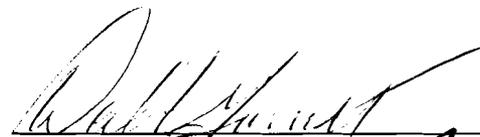
CHANGE ORDER NUMBER: 05A

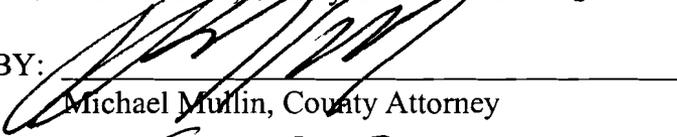
DATE: October 8, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,339,965.63</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,077,100.42</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(35,025.00)</u>
New Contract Sum Including this Change Order.....	\$	<u>3,042,075.42</u>

APPROVED BY:  DATE: 10/11/02  
Walt Gossett, County Coordinator Project Manager

APPROVED BY:  DATE: 10/14/02  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 10/10/02  
Nick Deonas, Chairman

APPROVED BY:  DATE: 10/11/02  
J.M. "Chip" Oxley, Jr., Clerk of Courts

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure CHANGE ORDER NUMBER: 05A

DATE: July 22, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

Delete Water Service Line w/ Backflow Preventor	2@ \$4350.00	(\$ 8,700.00)
Delete Fire Line w/ Backflow Preventor	2@ \$5900.00	(\$11,800.00)
Delete Air Release Valve & Vault	4@ \$2500.00	(\$10,000.00)
Delete Sewage Combo Air Valve	1@ \$4525.00	(\$ 4,525.00)
<b>Total Adjustment To Contract</b>		<b>(\$35,025.00)</b>

Original Contract Sum..... \$ 1,737,134.79

Net Change by Previous Change Order..... \$ 1,339,965.63

Contract Sum Prior to This Change Order..... \$ 3,077,100.42

Amount of This Change Order (Add/Deduct)..... \$ (35,025.00)

New Contract Sum Including this Change Order..... \$ 3,042,075.42

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: Russell Maggion / or  
Contractor

DATE: 10/3/02

APPROVED BY: Walt Gossett  
Walt Gossett, ~~County Coordinator~~ Project Manager

DATE: 11/11/02

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

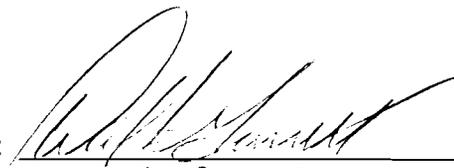
CHANGE ORDER NUMBER: 05B

DATE: October 8, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,304,940.63</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,042,075.42</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>3,200.00</u>
New Contract Sum Including this Change Order.....	\$	<u>3,045,275.42</u>

APPROVED BY:   
Walt Gossett, County Coordinator Project Manager

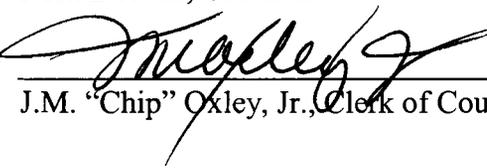
DATE: 10/11/02

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 10/14/02

APPROVED BY:   
Nick Deonas, Chairman

DATE: 10/10/02

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 10/14/02

County   
 Contractor   
 Field   
 Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure CHANGE ORDER NUMBER: 05B

DATE: July 22, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

Add Electrical Conduit Wiring & Disconnects	1@ \$3200.00	\$ 3,200.00
For Installation of Muffin Monster (sanitary sewer grinder)		
<b>Total Adjustment To Contract</b>		<b>\$ 3,200.00</b>

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,304,940.63</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,042,075.42</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>3,200.00</u>
New Contract Sum Including this Change Order.....	\$	<u>3,045,275.42</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: Russell Morgan, Jr. / AM DATE: 10/3/02  
 Contractor

APPROVED BY: Walt Gossett DATE: 10/11/02  
 Walt Gossett, ~~County Coordinator~~ Project Manager

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 06

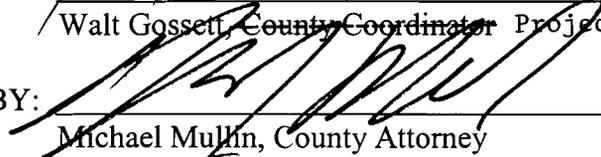
DATE: October 8, 2002

CONTRACT NUMBER: NC012-01

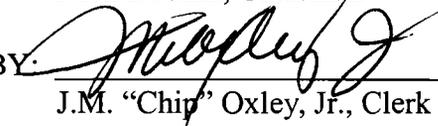
TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,308,140.63</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,045,275.42</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>67,132.90</u>
New Contract Sum Including this Change Order.....	\$	<u>3,112,408.32</u>

APPROVED BY:  DATE: 10/11/02  
Walt Gossett, County Coordinator Project Manager

APPROVED BY:  DATE: 10/14/02  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 10/10/02  
Nick Deonas, Chairman

APPROVED BY:  DATE: 10/11/02  
J.M. "Chip" Oxley, Jr., Clerk of Courts

County

Contractor

Field

Other

## CHANGE ORDER REQUEST

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 06

DATE: August 6, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
99B	Wiring for Feeders & Subfeeders for Street Pole Lights	82 EA	\$565.12	\$46,340.00
99C	Site Lighting – Relocate Light Pole	1 LS	\$400.00	\$400.00
102	4" PVC Conduit – To tie utilities coming from Jail into infrastructure	270 LF	\$4.17/LF	\$1,125.90
115	2" PVC Conduit – To tie utilities coming from Jail into infrastructure	602 LF	\$3.00/LF	\$1,806.00
116	1½" PVC Conduit – To tie utilities coming from Jail into infrastructure	146 LF	\$3.00/LF	\$438.00
117	1" PVC Conduit – To tie utilities coming from Jail into infrastructure	146 LF	\$3.00/LF	\$438.00
118	Irrigation Sleeves throughout site	1,675 LF	\$6.00/LF	\$10,050.00
119	Underground electrical wiring for North Irrigation Pump	1 LS	\$1,200.00	\$1,200.00
120	Control Panel & Switch Gear Wiring for 480V, 3 Phase, Service w/Lighting for 200 amp Lighting, Contactors, Controls & Power Pedestals	1 LS	\$5,335.00	\$5,335.00

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 06

DATE: August 12, 2002

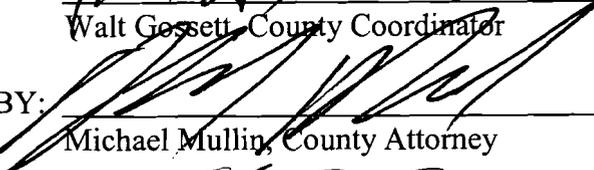
CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,336,140.63</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,073,275.42</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>67,132.90</u>
New Contract Sum Including this Change Order.....	\$	<u>3,140,408.32</u>

APPROVED BY:   
Walt Gossett, County Coordinator

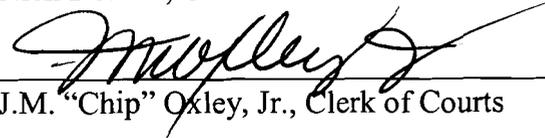
DATE: 8/23/02

APPROVED BY:   
Michael Mullin, County Attorney

DATE: 8/20/02

APPROVED BY:   
Nick Deonas, Chairman

DATE: 8/19/02

APPROVED BY:   
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 8/23/02

*Calculation error*

County

Contractor

Field

Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 06

DATE: August 6, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
99B	Wiring for Feeders & Subfeeders for Street Pole Lights	82 EA	\$565.12	\$46,340.00
99C	Site Lighting – Relocate Light Pole	1 LS	\$400.00	\$400.00
102	4" PVC Conduit – To tie utilities coming from Jail into infrastructure	270 LF	\$4.17/LF	\$1,125.90
115	2" PVC Conduit – To tie utilities coming from Jail into infrastructure	602 LF	\$3.00/LF	\$1,806.00
116	1½" PVC Conduit – To tie utilities coming from Jail into infrastructure	146 LF	\$3.00/LF	\$438.00
117	1" PVC Conduit – To tie utilities coming from Jail into infrastructure	146 LF	\$3.00/LF	\$438.00
118	Irrigation Sleeves throughout site	1,675 LF	\$6.00/LF	\$10,050.00
119	Underground electrical wiring for North Irrigation Pump	1 LS	\$1,200.00	\$1,200.00
120	Control Panel & Switch Gear	1 I.S	\$5,335.00	\$5,335.00

**COPY**

County   
 Contractor   
 Field   
 Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure CHANGE ORDER NUMBER: 06

DATE: August 6, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.  
1300 East State Road 200, Yulee, Florida 32097

The contract is changed as follows:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
99B	Wiring for Feeders & Subfeeders for Street Pole Lights	82 EA	\$565.12	\$46,340.00 ✓
99C	Site Lighting - Relocate Light Pole	1 LS	\$400.00	\$400.00 ✓
102	4" PVC Conduit - To tie utilities coming from Jail into infrastructure	270 LF	\$4.17/LF	\$1,125.90
115	2" PVC Conduit - To tie utilities coming from Jail into infrastructure	602 LF	\$3.00/LF	\$1,806.00
116	1 1/2" PVC Conduit - To tie utilities coming from Jail into infrastructure	146 LF	\$3.00/LF	\$438.00
117	1" PVC Conduit - To tie utilities coming from Jail into infrastructure	146 LF	\$3.00/LF	\$438.00
118	Irrigation Sleeves throughout site	1,675 LF	\$6.00/LF	\$10,050.00
119	Underground electrical wiring for North Irrigation Pump	1 LS	\$1,200.00	\$1,200.00 ✓
120	Control Panel & Switch Gear Wiring for 480V, 3 Phase, Service w/Lighting for 200 amp Lighting, Contactors, Controls & Power Pedestals	1 LS	\$5,335.00	\$5,335.00 ✓

Original Contract Sum .....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order .....	\$	<u>1,336,140.63</u>
Contract Sum Prior to This Change Order .....	\$	<u>3,073,275.42</u>
Amount of This Change Order (Add/Deduct) .....	\$	<u>67,132.90</u>
New Contract Sum Including this Change Order .....	\$	<u>3,140,408.32</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

*8/28/02  
 confirmed  
 et*

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

LABOR		AMOUNT	RATE	HOURS	TOTAL MATERIAL	TOTAL LABOR
<p>NOTE: UNLESS ADDITIONAL WORK IS REQUESTED, THESE CHARGE ORDERS SHOULD COMPLETE THIS JOB.</p> <p>TOTAL FOR 5 CHANGE ORDERS AS OUTLINED HEREWITH - \$56,475.00</p> <p>UPON RECEIPT</p>						
<p>TERMS: "CHANGE ORDERS"</p>						
<p>1300 E SR 200 YUCE, FL 32097</p>						
<p>TO: R.J.'S UNDERGROUND UTILITIES</p>						
<p>DATE OF ORDER: 7.30.02</p>						
<p>JOB NAME / LOCATION: JUDICIAL COMPLEX</p>						
<p>JOB ADDRESS: Wm. BUESS BLVD</p>						
<p>YUCE, FL 32097</p>						
<p>WATSON A/C &amp; ELECTRICAL SERVICE, INC. 717 South 8th Street FERNANDINA BEACH, FL 32034 (904) 261-7412 FAX: (904) 277-8891</p>						

PAY THIS AMOUNT → **Thank You! \$56,475.00**  
 WORK ORDER ON: \_\_\_\_\_  
 DATE COMPLETED: \_\_\_\_\_  
 TAX: \_\_\_\_\_  
 30 DAYS  
 INVOICES NOT PAID WITHIN  
 15% WILL BE ADDED TO  
 PER MONTH PENAL RATE  
 A SERVICE CHARGE OF 17%

AMOUNT	PRICE	MATERIAL
3200		Wiring for grinder pump, 5HP HuffMaster
		Wiring for 7.5 NP motor
1200		Relocate Pump, wiring only, no switches
400		Relocate light pole
		Wiring for 480V, 3 phase, service w/killatix for 200 amp lighting, controls, control panel repairs
		Subscribers for 82 street pole lights
46340		Subscribers for 82 street pole lights

# RJ'S UNDERGROUND UTILITIES, INC

1000 POST ROAD ROAD 210  
MIRAL BLDG 2ND FLR  
AND 105-2000  
104-12 10-11-04

Send to: Nassau Co.	From: 1/31/07
Attention: Dawn / Mary	Date: DMU
Fax number: 491-2021	

- Urgent
- Reply ASAP
- Please comment
- Please review
- For your information

Total pages: 2 including cover:

Comments:

Weather electric  
 No Breakdown -

# RJ'S UNDERGROUND UTILITIES, INC.

1500 East Stone Road 200  
Mesa, Florida 32097  
904-275-2950  
904-275-0744

Send to: <b>Hassell Co.</b>	From: <b>Office</b>
Attention: <b>Dawn Stottman</b>	Date: <b>6/21/92</b>
Fax number: <b>491-2021</b>	

Urgent   
  Reply ASAP   
  Please comment   
  Please review   
  For your information

Total pages, 3 including cover.

Comments:

Change order request  
in field

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Resident Project Representative  
 Approved: \_\_\_\_\_



**RJ'S**  
**UNDERGROUND UTILITIES, INC.**  
1300 EAST STATE ROAD 200  
YULEE, FLORIDA 32034  
TELEPHONE 904-225-2959  
FACSIMILE 904-225-9344  
#CUCO56651

June 21, 2002

Mrs. Dawn Stevenson  
Nassau County Public Works  
213 Nassau Place  
Yulee, Florida 32097

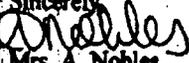
Dear Mrs. Stevenson:

Please find attached a change order request in regards to the Nassau County Judicial Center.

Electrical work, installation of power feeders, irrigation sleeves, 2" conduit, 1 1/2" conduit, 1" conduit and 4" conduit with a total amount of \$37,612.00.

On June 20, 2002, I spoke with Susan Abels, Office Manager, and explained I had a change order to present to the board. She explained the deadline for the July 7, 2002 meeting would be today. I am submitting this via facsimile to be included in agenda items for this July 7th meeting.

If you need any further information, please contact me.

Sincerely,  
  
Mrs. A. Nobles  
Assistant.

Nassau County  
Department of Public Works

County  
Contractor

Field

Other

CHANGE ORDER REQUEST

PROJECT: Nassau County CHANGE ORDER NUMBER: 05

Judicial Complex DATE: 6/20/02

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RS's Underground Utilities, Inc  
1500 E. S. R. 700, Yulee, FL 32097

The Contract is changed as follows:

Original Contract Sum	\$	<u>4,757,134.79</u>
Net change by Previous Change Order	\$	<u>1,212,864.21</u>
Contract Sum Prior to This Change Order	\$	<u>2,949,999.00</u>
Amount of This Change Order (Add/Deduct)	\$	<u>+ 37,612.00</u>
New Contract Sum, Including this Change Order	\$	<u>2,987,611.00</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by \_\_\_\_\_ days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Resident Project Representative

ACCEPTED BY: Russell Morgan, Jr DATE: 6/20/02  
Contractor

Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Public Works

**Agenda Request For:** August 19, 2002

**Department:** Public Works - Engineering

**Fund:** 365 Capital Projects – County Complex

**Action Requested and Recommended:**

Staff requests that the Board approve change order no. 06 to RJ's Underground Utilities, Inc. in the amount of \$67,132.90. This change order encompasses various electrical, lighting & site utility items.

**Funding Source:** 65189519-563200 Infrastructure Construction

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:** Could have a potential impact on future County projects.

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**  
Yes

**Reviewed By:**

**Legal:**

**Finance:**

**Coordinator:**



**APPROVED**

DATE 8/19/02

cr



**Nassau County Public Works**  
 213 Nassau Place  
 Yulee, FL 32097

Jack D'Amato, Jr., PE  
 Director of Public Works

**MEMORANDUM**

**TO : Nick Deonas, Chairman**

**FROM : Dawn Stevenson, Contract Manager**

**DATE : August 12, 2002**

**SUBJECT : Judicial Complex Infrastructure  
 Change Order Approval Request**

Staff has received two change order requests from RJ's Underground Utilities for the above referenced project. The change orders are as follows:

**Change Order No. 05**

The model number specified in the Judicial Complex bid package for the sanitary sewer grinder at the New Jail Facility was for the sleeves only, not for the actual grinder. This was discovered when the contractor attempted to place an order for the grinder. The line item currently in RJ's Underground Utilities contract is in the amount of \$6,000.00. The cost of the grinder (\$28,000.00) will be in addition to the original contract. However, there are several items within the original contract that will not be installed and can be used to cover the additional cost of the grinder. The items which will not be installed were specified per United Water's requirements and are not required nor desired by JEA. They are as follows:

- Water Service Line w/ Backflow Preventer 2@ \$4350.00 \$ 8,700.00
  - Fire Line w/ Backflow Preventer 2@ \$5900.00 \$11,800.00
  - Air Release Valve & Vault 4@ \$2500.00 \$10,000.00
  - Sewage Combo Air Valve 1@ \$4525.00 \$ 4,525.00
- Total Deduct From Contract \$35,025.00**

The total additional cost to install the grinder, including the electrical conduit, wiring and disconnects is \$31,200.00. Attached is a deductive change order in the amount of \$3,825.00 to RJ's Underground Utilities. Staff requests and recommends that the Board of County Commissioners approve change order No. 05 deducting the amount of \$3,825.00 from their existing contract.

FERNANDINA  
 (904) 491-3606  
 FAX (904) 491-3611

TOLL FREE  
 1-800-264-2065 1-800-948-3364

ROAD & BRIDGE  
 (904) 491-3626 or (904) 845-3610  
 FAX (904) 845-1230

**Change Order No. 06**

Change order No. 06 is an accumulation of items pertaining to site lighting and site utilities. They are as follows:

- The items listed in the attached change order pertaining to site lighting were not specified in the original bid package, with the exception of the relocation of one light pole which was placed per plan directly over a waterline and was not acceptable to JEA.
- The additional conduit listed was necessary in order to tie in the utilities coming out of the New Jail Facility, i.e., data and communication lines, to specific manholes depending on what type of utility was present.
- At the request of the Public Works Director, irrigation sleeves were installed throughout the site in order to allow for the irrigation to be installed at a later date. This was decided after a meeting was held amongst Staff to discuss the phasing of the complex landscape and irrigation.

Staff respectfully requests and recommends that the Board of County Commissioners approve change order No. 6 to RJ's Underground Utilities in the amount of \$67,132.90 and authorize the additional funds to come from the 365 Reserve Funds.



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

August 23, 2002

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Mr. Russell Morgan, Jr.  
RJ's Underground Utilities, Inc.  
1300 East SR200  
Yulee, FL 32097

RE: Judicial Complex Infrastructure

Dear Mr. Morgan:

During a regular session of the Nassau County Board of County Commissioners held August 19, 2002, the Board approved Change Order No. 6 to the referenced contract. An original fully executed document is enclosed for your records.

Should you have any questions, please let me know.

Sincerely,

J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Enclosure

xc: Dawn Stevenson, Contracts Manager (w/copy)

**CHANGE ORDER APPROVAL FORM**

PROJECT: Judicial Complex Infrastructure

CHANGE ORDER NUMBER: 07

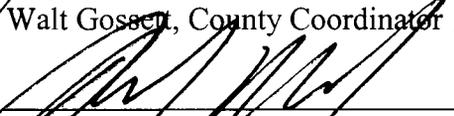
DATE: October 8, 2002

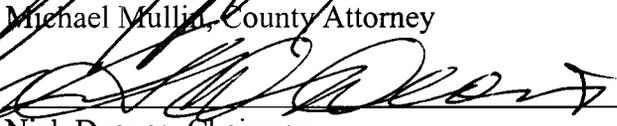
CONTRACT NUMBER: NC012-01

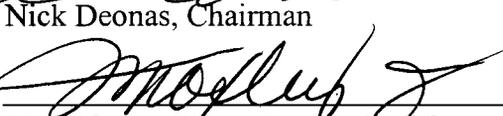
TO CONTRACTOR: RJ's Underground Utilities, Inc.

Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,375,273.53</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,112,408.32</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>34,155.32</u>
New Contract Sum Including this Change Order.....	\$	<u>3,146,563.64</u>

APPROVED BY:  DATE: 10/11/02  
Walt Gossett, County Coordinator / Project Manager

APPROVED BY:  DATE: 10/14/02  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 10/10/02  
Nick Deonas, Chairman

APPROVED BY:  DATE: 10/13/02  
J.M. "Chip" Oxley, Jr., Clerk of Courts

County   
Contractor   
Field   
Other

**CHANGE ORDER REQUEST**

PROJECT: Judicial Complex Infrastructure CHANGE ORDER NUMBER: 07

DATE: October 8, 2002

CONTRACT NUMBER: NC012-01

TO CONTRACTOR: RJ's Underground Utilities, Inc.

1300 East State Road 200, Yulee, Florida 32097

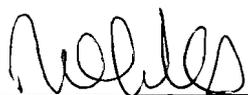
The contract is changed as follows:

Addition of Out of Scope additional items as outlined in the attached "Exhibit A" for a total amount of \$35,355.32

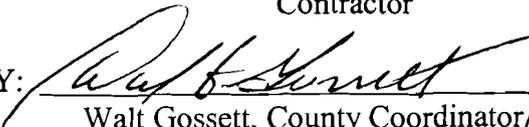
Original Contract Sum.....	\$	<u>1,737,134.79</u>
Net Change by Previous Change Order.....	\$	<u>1,375,273.53</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,112,408.32</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>34,155.32</u>
New Contract Sum Including this Change Order.....	\$	<u>3,146,563.64</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY:   
Contractor

DATE: 10/10/02

APPROVED BY:   
Walt Gossett, County Coordinator/Project Manager

DATE: 10/11/02

## Exhibit A

1. Raise the Records Storage Building pad by approximately one foot – Imported fill - 1,660 CY @ \$4.77/CY = \$7,907.00
2. Perform earthwork for Records Storage Building pad – 1660 CY @ \$1.79/CY = \$2,971.40
3. Construct rear loading dock utilizing concrete in lieu of limerock and asphalt – 1 LS \$2,500.00
4. Apply concrete washout on roadway in front of Courthouse and Records Storage Building – 1 LS \$4,300.00
5. Upgrade signage/stripping throughout the project due to new County codes – 1 LS \$3,476.92 (this does not include areas which are not currently signed/stripped, i.e., Courthouse area, Records Storage area, etc.)
6. Pressure testing of water lines within the Courthouse and Records Storage area for water supply in the area – 1 LS \$2,500.00
7. Bypass sanitary sewer grinder manhole in order to install Muffin Monster – 1 LS \$3,500.00
8. Install insulation with heat strip wire at the fire protection backflow preventors for the New Jail Facility and the New Courthouse – 1 LS \$4,500.00
9. Install curb around sewer lift station as required by JEA in order to prevent future flooding of lift station – 1 LS \$2,500.00



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
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Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

May 12, 2003

Mr. Russell Morgan, Jr.  
President  
RJ's Underground Utilities, Inc.  
1300 East State Road 200  
Yulee, FL 32097

RE: Nassau County Judicial Complex project

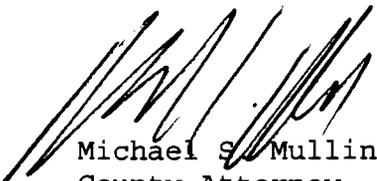
Dear Mr. Morgan:

This will acknowledge receipt of the letter to Ms. Dawn Stevenson dated May 5, 2003 wherein you indicated that you were terminating your contract.

I will take this to the Board of County Commissioners for their consideration.

In addition, it is my understanding that there are no monies owed as a result of this termination, and if I am correct please indicate in writing that there are no monies owed to the company by Nassau County.

Sincerely yours,



Michael S. Mullin  
County Attorney

MSM:jb

CC: Dawn Stevenson, Contract Manager  
J. M. "Chip" Oxley, Jr., Ex-Officio Clerk

(904) 321-5703, 879-1029, (800) 958-3496

*An Affirmative Action / Equal Opportunity Employer*



RJ'S  
UNDERGROUND UTILITIES, INC.  
1300 EAST STATE ROAD 200  
YULEE, FLORIDA 32097  
TELEPHONE 904-225-2959  
FACSIMILE 904-225-9344  
#CUCO56651

May 5, 2003

Mrs. Dawn Stevenson  
Nassau County Public Works  
213 Nassau Place  
Yulee, Florida 32097

Re: Nassau County Judicial Complex

Dear Mrs. Stevenson:

This letter is per the Contract Specifications Book, General Condition Section, Page 64, Suspension of Work, Termination, and Delay: We hereby give our written notice to the owner to terminate our contract effective ten days of the date of this letter.

If you should need any further information, please advise.

Sincerely yours,

Russell Morgan, Jr.  
President

cc: Mr. Johnny Holland - Holland Contracting  
Ms. Mary Mulcahey - Cecil Powell & Co.  
File

SCANNED

Date 13 JUN 2003



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

June 10, 2003

VIA FACSIMILE  
AND REGULAR MAIL

Mr. Russell Morgan, Jr.  
RJ's Underground Utilities, Inc.  
1300 East SR 200  
Yulee, FL 32097

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

RE: Nassau County Judicial Complex

Dear Mr. Morgan:

I had previously sent you a letter dated May 12, 2003, acknowledging receipt of your letter dated May 5, 2003, wherein you indicated that you were terminating your contact with the County regarding the above project. In that letter, I advised that I would apprise the Board of County Commissioners of your letter.

The Board accepted your termination, and there are no monies owed to your company as a result of your termination.

In addition, the Board, on September 9, 2002, had unanimously voted to waive any additional bonding requirements due to the fact that the amount remaining on the contract at that time was less than the amount of your current bond.

I am providing this letter based upon your request so that you may review this with your bonding company.

If you have any questions about this letter, please do not hesitate to contact me.

Sincerely yours,

MICHAEL S. MULLIN

(904) 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

MSM/am

cc: J. M. "Chip" Oxley, Jr.  
Dawn Stevenson

h/anne/jud-complex/rj-jun-10-2003



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
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Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

May 12, 2003

Mr. Russell Morgan, Jr.  
President  
RJ's Underground Utilities, Inc.  
1300 East State Road 200  
Yulee, FL 32097

RE: Nassau County Judicial Complex project

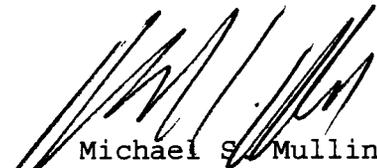
Dear Mr. Morgan:

This will acknowledge receipt of the letter to Ms. Dawn Stevenson dated May 5, 2003 wherein you indicated that you were terminating your contract.

I will take this to the Board of County Commissioners for their consideration.

In addition, it is my understanding that there are no monies owed as a result of this termination, and if I am correct please indicate in writing that there are no monies owed to the company by Nassau County.

Sincerely yours,



Michael S. Mullin  
County Attorney

MSM:jb

CC: Dawn Stevenson, Contract Manager  
J. M. "Chip" Oxley, Jr., Ex-Officio Clerk

(904) 321-5703, 879-1029, (800) 958-3496

*An Affirmative Action / Equal Opportunity Employer*



RJ'S  
UNDERGROUND UTILITIES, INC.  
1300 EAST STATE ROAD 200  
YULEE, FLORIDA 32097  
TELEPHONE 904-225-2959  
FACSIMILE 904-225-9344  
#CUCO56651

May 5, 2003

Mrs. Dawn Stevenson  
Nassau County Public Works  
213 Nassau Place  
Yulee, Florida 32097

Re: Nassau County Judicial Complex

Dear Mrs. Stevenson:

This letter is per the Contract Specifications Book, General Condition Section, Page 64, **Suspension of Work, Termination, and Delay**: We hereby give our written notice to the owner to terminate our contract effective ten days of the date of this letter.

If you should need any further information, please advise.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Russell Morgan, Jr.", written in a cursive style.

Russell Morgan, Jr.  
President

cc: Mr. Johnny Holland - Holland Contracting  
Ms. Mary Mulcahey - Cecil Powell & Co.  
File

**MID-STATE SURETY CORPORATION**

2046 ROSWELL ROAD • SUITE 101A • ATLANTA, GEORGIA 30380  
PHONE: 770-901-5811 FAX: 770-901-5701

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

4. Remarks (if any): \_\_\_\_\_

3. Do you know of any unpaid bills for labor or material (check): Yes \_\_\_\_\_ No \_\_\_\_\_

Current Contract Price: \_\_\_\_\_

Anticipated completion date: \_\_\_\_\_

2. If contract uncompleted, please state: \_\_\_\_\_  
Approximate percentage or dollar amount completed/delivered: \_\_\_\_\_

Date on which Final Payment was made to the Principal Contractor: \_\_\_\_\_

Final contract price: \$ \_\_\_\_\_

Approximate acceptance date: \_\_\_\_\_

1. If contract completed, please state: \_\_\_\_\_  
Date of completion of work ( or final delivery ) \_\_\_\_\_

Without prejudicing your rights or affecting our liability under the bond described above, please complete the following questions and return by fax or mail.

Contract Price: \$1,737,135 Bond Amount: \$1,737,135 Effective Date: 09/24/2001

Description: Site Utilities, Nassau County Judicial Complex, Phase 1, Bid Number NC012-01  
Bid Results: 1) RLS \$ 1,711,934.00 2) \$ 1,858,171.00 3) \$ 1,974,613.00

Bond #: 035083

Principal: RLS Underground, Inc.  
Address: 1375 Gowell Road  
Yulee, FL 32087

Dawn Stevenson  
Board of County Commissioners of Nassau County  
213 Nassau Place Road  
Yulee, FL 32097 USA



HP OfficeJet  
Personal Printer/Fax/Copier/Scanner

Fax History Report for  
Nassau County Coordinator  
19043215784  
May 06 2003 12:35pm

---

Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
May 6	12:34pm	Sent	3618	1:15	3	OK

---

Result:

OK - black and white fax  
OK color - color fax

**NASSAU COUNTY  
COORDINATOR ADMINISTRATION**

220 Nassau Place  
Yulee, Florida 32097

Phone No. (904) 321-5782  
Fax No. (904) 321-5784

**FACSIMILE TRANSMITTAL**

DATE: 5-6-03

TO: Mike Mullin

FAX NO: \_\_\_\_\_

FROM: Dawn Stevenson

Total pages (including cover page): 3

\*\*\*\*\*

MESSAGE:

Please let me know how you would like to address this.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you cannot clearly read this transmission, or have any questions regarding this transmission please contact us at (904) 321-5782.

\* \* \* TRANSMISSION RESULT REPORT ( MAY. 20. 2003 3:32PM ) \* \* \*

TTI N.C. CLERKS OFFICE

DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERSONAL NAME	FILE
MAY. 20.	3:32PM	904 277 0680	G3ES	0'22"	P.	2 OK		752

# : BATCH  
M : MEMORY  
S : STANDARD

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL

\$ : TRANSFER  
@ : FORWARDING  
F : FINE

P : POLLING  
E : ECM

For your request of Mr. Miller.

OUR FAX NUMBER IS (904) 321-5795.

IF THIS TRANSMISSION IS INCOMPLETE OR POORLY RECEIVED, PLEASE  
NOTIFY JONI AT (904) 321-5722.

FROM: Jorge Bradley

FAX NUMBER: \_\_\_\_\_

\_\_\_\_\_

TO: Johnny Holland

DATE: 5-20-03 NUMBER OF PAGES (INCLUDING COVER) 2

FACSIMILE TRANSMITTAL SHEET



J. M. "CHIP" OXLEY, JR.  
Clerk of Circuit and County Courts  
Nassau County  
Post Office Box 456  
Fernandina Beach, Florida 32035-0456  
Phones: (904) 321-5700 (800) 958-3496  
Callahan-Hilliard (904) 879-1029



RECEIVED  
CLERK'S  
FINANCIAL SERVICES  
NASSAU COUNTY, FL.

20

2003 APR 30 A 9:57



RJ'S  
UNDERGROUND UTILITIES, INC.  
1300 EAST STATE ROAD 200  
YULEE, FLORIDA 32097  
TELEPHONE 904-225-2959  
FACSIMILE 904-225-9344  
#CUCO56651

April 4, 2003

Mrs. Dawn Stevenson  
Nassau County Coordinator Administration  
220 Nassau Place  
Yulee, Florida 32097

Re: Nassau County Judicial Center Bonding Invoice

Dear Mrs. Stevenson:

Per our conversation, this letter is in regards to our request for a change order in the amount of \$21,141.00 to cover the invoice received from Cecil Powell. (see attached). This change is due to the increase in the above mentioned contract.

On September 9, 2002, the Nassau County Board of County Commissioners waived their right to additional bonding requirements for this project. In spite of your letter dated 3-10-03 with Board minutes attached, Cecil Powell is requiring us to increase our bond for the project to cover the full contract amount. This requirement is due to the potential liabilities they could incur based on the binding language within our contract & their bond covenants.

Please advise of any additional information you may require, thank you for your assistance in this matter.

Sincerely yours,

Mrs. A. Nobles  
Assistant

*Denied*

RECEIVED  
4/4/03



**Nassau County Public Works**  
 213 Nassau Place  
 Yulee, FL 32097

*file*

(18)

Jack D'Amato, Jr., PE  
 Director of Public Works

MEMORANDUM

TO : Nick Deonas, Chairman

FROM : Walt Gossett, County Coordinator

DATE : September 9, 2002

SUBJECT : Request for Board to Waive Additional Bonding Requirements For RJ's Underground Utilities, Inc.

RJ's Underground Utilities has received notification from their bonding company that due to the increases in their contract amount additional bonding is required in order to comply with the contract documents. Their current bond amount is \$1,737,134.79, with a contract balance of \$767,519.27. The additional bonding required by the contract documents would increase the project cost by approximately \$35,000.00.

Staff respectfully requests that the Board of County Commissioners waive the additional bonding requirements due to the fact that the amount remaining on RJ's Underground Utilities contract is less than the amount of their current bond.

**APPROVED**

DATE 9/9/02 *BWS*

FERNANDINA  
 (904) 491-3606  
 FAX (904) 491-3611

TOLL FREE  
 1-800-264-2065    1-800-948-3364

ROAD & BRIDGE  
 (904) 491-3626 or (904) 845-3610  
 FAX (904) 845-1230

COPY

A G R E E M E N T

THIS AGREEMENT entered into this 5th day of September, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and RJ's UNDERGROUND UTILITIES, INC., doing business as (a corporation, a partnership, or an individual), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for "NASSAU COUNTY JUDICIAL COMPLEX PHASE 1", NASSAU COUNTY, FLORIDA, BID NO. NC012-01, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, clearing and grubbing, fill, excavation, utility adjustment and construction, construction of curb and gutter, pavement, culverts, storm sewer system, drainage retention areas, signing and pavement marking, traffic signal, erosion control, and maintenance of traffic. All Work is to be performed per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 1991, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will SUBSTANTIALLY complete the same within two hundred fifty (250) consecutive calendar days, and fully complete the Project in a total of three hundred sixty-five (365) days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing



4-14-03

06:09 The group discussed a request from RJ's Underground Utilities for a change order on the existing contract for the judicial complex to cover the costs for increased bonding. The Contract Manager suggested the Board to consider in the future amending the change order form to allow a signature line for sign off by the Surety. Following discussion, a motion by Commissioner Marshall to deny the request died for lack of a second. It was then moved by Commissioner Acree to continue this item to April 28, 2003. Commissioner Vanzant seconded the motion. Mr. Russell Morgan appeared before the Board to review bonding issues. The vote on the motion carried unanimously.

5-12-03

07:53 Discussion returned to RJ's Underground Utilities' letter suspending their contract with Nassau County for the Judicial Complex. The Clerk reviewed the contract and noted that the County has paid RJ's for the work done in the amount of \$2,921,832 with no outstanding payments due. The work not done includes scraping the roads that have not been paved, paving of those roads and parking lots. Following discussion and upon the recommendation of the Clerk, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to award the remaining work to The Haskell Company as a change order to their contract



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

May 20, 2003

Mr. Don Kartzmark  
Project Manager  
The Haskell Company  
The Haskell Building  
Jacksonville, FL 32231-4100

RE: Nassau County Judicial Complex Project

Dear Don:

The Board of County Commissioners, in their meeting of May 12, 2003, were made aware of the termination of the contract with RJ's Underground Utilities for the Judicial Complex project.

The Board, by motion, authorized the award of the remaining work under RJ's Underground Utilities contract to your firm as a change order to your contract.

Please provide the necessary change order forms to cover this work under your contract.

Thank you for your prompt attention to this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb

CC: Dawn Stevenson, Contract Manager  
Michael S. Mullin, County Attorney

DRAFT

DRAFT

DRAFT

May 20, 2003



Mr. Don Kartzmark  
Project Manager  
The Haskell Company  
The Haskell Building  
Jacksonville, FL 32231-4100

RE: Nassau County Judicial Complex Project

Dear Don:

The Board of County Commissioners, in their meeting of May 12, 2003, were made aware of the termination of the contract with RJ's Underground Utilities for the Judicial Complex project.

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Please provide the necessary change order forms to cover this work under your contract.

Thank you for your prompt attention to this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb



RJ'S  
UNDERGROUND UTILITIES, INC.  
1300 EAST STATE ROAD 200  
YULEE, FLORIDA 32097  
TELEPHONE 904-225-2959  
FACSIMILE 904-225-9344  
#CUCO56651

May 5, 2003

Mrs. Dawn Stevenson  
Nassau County Public Works  
213 Nassau Place  
Yulee, Florida 32097

Re: Nassau County Judicial Complex

Dear Mrs. Stevenson:

This letter is per the Contract Specifications Book, General Condition Section, Page 64,  
Suspension of Work, Termination, and Delay: We hereby give our written notice to the owner to  
terminate our contract effective ten days of the date of this letter.

If you should need any further information, please advise.

Sincerely yours,

Russell Morgan, Jr.  
President

cc: Mr. Johnny Holland - Holland Contracting  
Ms. Mary Mulcahey - Cecil Powell & Co.  
File

the amount of \$405. Mr. Oxley reported that he would set aside in next year's budget funds for ambulance billing write-offs.

07:51 At the request of Clerk and consensus of the Board, the County Attorney will bring back on May 14, 2003 a resolution for discussion regarding a request from Florida Public Utilities to store vehicles in emergency situations.

07:53 Discussion returned to RJ's Underground Utilities' letter suspending their contract with Nassau County for the Judicial Complex. The Clerk reviewed the contract and noted that the County has paid RJ's for the work done in the amount of \$2,921.832 with no outstanding payments due. The work not done includes scraping the roads that have not been paved, paving of those roads and parking lots. Following discussion and upon the recommendation of the Clerk, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to award the remaining work to The Haskell Company as a change order to their contract.

07:55 Returning to discussion of naming the new utility company, it was moved by Commissioner Deonas, seconded by Commissioner Acree and unanimously carried to

**Chip Oxley**

---

**From:** Dawn Stevenson  
**Sent:** Monday, May 12, 2003 1:12  
**To:** Chip Oxley  
**Subject:** RJ's Contract

Per our discussion Thursday afternoon, I am providing you with the remaining balance on the RJ's Underground contract for your BCC meeting tonight.

Original Contract Amount    \$1,737,134.79  
Change Order Totals         1,409,428.85  
Revised Contract Amount    3,146,563.64

Paid To Date                 \$2,921,832.02

Balance On Contract         \$224,731.62

All retainage on work completed has been paid out 100%. Therefore, according to our files no further payment is due to RJ's Underground for work completed to date. These figures also match the figures your Finance Department has.

Please let me know if there is anything else you need.

Dawn Stevenson, Contract Manager  
Capital Projects Administration  
220 Nassau Place  
Yulee, Florida 32097  
(904) 321-5782 / (904) 321-5784 FAX  
dstevenson@nassaucountyfl.com

*5/12/03 remaining work  
Awarded to Haskell as  
Change Order  
A*

5/12/2003