

**A G R E E M E N T**

THIS AGREEMENT entered into this 23rd day of April, 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 **VALLENCOURT CONSTRUCTION COMPANY, INC.** doing business as a corporation 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 SADLER ROAD PHASE TWO (2) ROADWAY IMPROVEMENTS", NASSAU COUNTY, FLORIDA, BID NO. NC004-00, 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 2000, 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 three hundred sixty-five (365) consecutive calendar days, and fully complete the Project in a total of four hundred (400) 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:

**\$2,331,446.70 (Base Bid +Part B- Alternate 1 + Part C + Part D)**

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:

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Bid Bond
- e. Agreement
- f. Notice of Award
- g. Notice to Proceed

- h. Change Order Request
- i. Certificate(s) of Insurance
- j. Performance Bond
- k. Payment Bond
- l. Hold Harmless Agreement
- m. General Conditions
- n. Special Provisions
- o. Technical Provisions

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



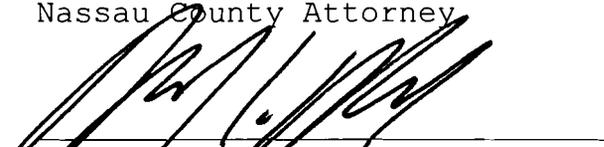
~~XXXXXXXXXXXX~~ MARIANNE MARSHALL  
 Its: Chairman

ATTEST:



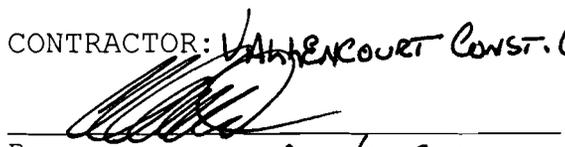
\_\_\_\_\_  
 J. M. "CHIP" OXLEY, JR.  
 Its: Ex-Officio Clerk

Approved as to form by the  
 Nassau County Attorney



\_\_\_\_\_  
 MICHAEL S. MULLIN

CONTRACTOR: VANENCOURT CONST. Co, INC.



\_\_\_\_\_  
 BY: MICHAEL A. VANENCOURT  
 Its: PRESIDENT

BID FORM

FOR CONSTRUCTION OF

SADLER ROAD PHASE TWO (2)

ROADWAY IMPROVEMENTS - BID NO. NC004-00

FOR

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

SUBMITTED BY:

VAN HENCOURT CONST. CO., INC.

DATE 1/19/01

P.O. BOX 2015

ORANGE PARK, FL, 32067

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the places where the Work is to be done; that he has examined the Plans and Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of Bids, that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with Nassau County, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the Plans and Specifications and Contract Documents to the full satisfaction of the Contract with Nassau County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents.

LISTING OF SUBCONTRACTORS SUPPLIERS

In the space below, the Bidder shall list all proposed subcontractors and their addresses for approval by the Owner.

The Bidder shall also describe that portion of the Work he proposes to sublet to each subcontractor listed.

Suppliers shall be listed for each major item. No changes shall be allowed after acceptance by the Owner. Any blanks shall be filled in by the Owner and provided by the Contractor at no additional cost.

Use additional sheets as required.

NAME	ADDRESS	DESCRIPTION OF WORK TO BE PERFORMED
APAC-FLORIDA, INC.	P.O. BOX 24728 JACKSONVILLE, FL, 32241	ASPHALT SURFACE
GRIMES CONTRACTING	395 CORPORATE WAY ORANGE PARK, FL, 32067	UTILITIES
HANSON PIPE & PRODUCTS	GREEN COVE SPRING, FL	PRECAST CONCRETE
FLORIDA CURB	P.O. BOX 11929 JACKSONVILLE, FL, 32239	CONC. CURBS/WALKS
NEWSOM FENCE CO.	3953 KELLY ST. JACKSONVILLE, FL, 32207	FENCE
AMERICAN LIGHTING & SIGNALS	1108 24TH AVE. E. ELMENTON, FL, 34222	ELECTRICAL
KINARD-JOHNSON	P.O. BOX 40236 JACKSONVILLE, FL, 32203	BOX CULVERT
ROSE SERVICES	170 CUMBERLAND PARK DR. ST. AUGUSTINE, FL, 32095	PAVEMENT MARKINGS
FLORIDA CARTER	12905 PHILLIPS HWY JACKSONVILLE, FL, 32256	SOIL/GRASS

STATEMENT OF EXPERIENCE

BIDDER: Vallencourt Construction Company, Inc.  
P.O. Box 2015, Orange Park, FL 32067

HOW LONG  
IN BUSINESS 16 yrs AT CURRENT ADDRESS 6 yrs

PRINCIPALS Michael A. Vallencourt TITLE President  
Kathy J. Vallencourt TITLE Sec/Tres.  
\_\_\_\_\_  
TITLE \_\_\_\_\_

TYPE OF WORK NORMALLY PERFORMED: Complete Site Work Package

PROJECTS OF THIS TYPE PREVIOUSLY COMPLETED:

1. City of Keystone Paving and Drainage  
\_\_\_\_\_  
AMOUNT \$406,000.00
2. Town of Callahan Paving and Drainage  
\_\_\_\_\_  
AMOUNT \$1,385,000.00
3. Lakeside Hills Putnam County Public Works Paving & Drainage  
\_\_\_\_\_  
AMOUNT \$550,000.00

REFERENCES:

1. Chuck Kohler, Clay County Engineers  
\_\_\_\_\_  
TEL.NO. (904) 269-6301
2. Putnam County Public Works  
\_\_\_\_\_  
TEL.NO. (904) 329-0205
3. Wallis Engineers  
\_\_\_\_\_  
TEL.NO. (904) 725-8063

FINANCIAL STATUS: STRONG

EQUIPMENT: SEE ATTACHED LIST

NUMBER OF PERSONNEL CURRENTLY EMPLOYED: ± 60

NUMBER OF PERSONNEL AVAILABLE FOR PROJECT: AS NEEDED

OTHER PERTINENT INFORMATION: \_\_\_\_\_

NOTE: BIDDER MAY SUBMIT SEPARATE STATEMENT OF EXPERIENCE WITH ADDITIONAL INFORMATION. ATTACH TO THIS PAGE.

TRENCH SAFETY ACT

BID NO. NC004-00

(90-96, Laws of Florida)

Bidder acknowledges that included in the appropriate bid items of the proposal in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.	<u>5' - 7' REPOSE SLICK</u>	<u>1566</u>	<u>L.F.</u>	<u>1.50</u>	<u>\$2349.00</u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

TOTAL: \$ 2349.00

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (Trench Excavation Safety System and Shoring, Special - Trench Excavation).

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

BID NO. NC004-00

BID SCHEDULE

Proposal of VAHENCOURT CONST. CO., INC.  
(hereinafter called "Bidder"), organized and existing under the laws of the State of Florida, and doing business as:

A CORPORATION  
(Insert "a corporation", "a partnership", or "an individual") as applicable.

TO: BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA,  
(hereinafter referred to as "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to:

Perform all work and furnish all necessary labor, equipment, material, and transportation for the Sadler Road Phase Two (2) Roadway Improvements, Bid No. NC004-00.

The Work includes, but is not limited to, clearing and grubbing, fill, excavation, construction of curb and gutter, pavement, culverts, storm sewer system, drainage retention areas, sanitary sewer construction, 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 2000, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

In strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence the work under this Contract on or before a date to be specified in the Notice to Proceed and to **SUBSTANTIALLY** complete the Project within 365 consecutive calendar days thereafter, and fully complete the Project in a total of 400 days.

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.

Bidder agrees to perform all the work described in the Contract document for the listed unit prices or lump sums shown in the Bid Schedule.

FLORIDA STATUTES 287.133(2) (A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess or the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in a written order of the Owner and shall complete all work thereunder within the time schedule as detailed in the Agreement.

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

Addendum No. <u>1</u>	Dated: <u>1/8/01</u>
Addendum No. <u>2</u>	Dated: <u>1/16/01</u>
Addendum No. <u>3</u>	Dated: <u>1/18/01</u>
Addendum No. _____	Dated: _____

RESPECTFULLY SUBMITTED:

[Signature]  
Signature

P.O. Box 2015  
Street Address

VICE PRESIDENT  
Title

ORANGE PARK, FL, 32067  
City, State, Zip

CU-C056911  
License Number

\_\_\_\_\_  
Date

(If Corporation, President, Secretary and Treasurer Identification)

PRESIDENT - MICHAEL A. VALERIOUET

SECRETARY - KATHRYN J. VALERIOUET

SEAL (if Bid is by a Corporation)

Attest: [Signature]

Proposed Superintendent: KEITH BAGGETT

BFU-9

ADD2-2

BID NO.	FDOT NO.	ITEM	UNIT	QTY.	UNIT PRICE	AMOUNT
<b>PART A - ROADWAY CONSTRUCTION</b>						
1	101-1A	MOBILIZATION	LS	1	\$ 50,000. <sup>00</sup>	\$ 50,000. <sup>00</sup>
2	102-1A	MAINTENANCE OF TRAFFIC	LS	1	\$ 140,000. <sup>00</sup>	\$ 140,000. <sup>00</sup>
3	104-14A	EROSION CONTROL	LS	1	\$ 4,000. <sup>00</sup>	\$ 4,000. <sup>00</sup>
4	110-1A	CLEARING AND GRUBBING	LS	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
5	121-70	FLOWABLE FILL	CY	212	\$ 75.00	\$ 15,900.00
6	162-2	TOPSOIL (3")	SY	15,206	\$ 0.50	\$ 7,603.00
7	120-9-A	EXCAVATION, EMBANKMENT AND GRADING (ROADWAY)	LS	1	\$ 150,000. <sup>00</sup>	\$ 150,000. <sup>00</sup>
8	160-6	STABILIZED SUBBASE (12")	SY	24,871	\$ 1.70	\$ 42,280.70
9	120-4	SUBSOIL EXCAVATION (UNSUITABLE MATERIALS)	CY	100	\$ 12.50	\$ 1,250.00
9A	120-6	BORROW	CY	300	\$ 8.00	\$ 2,400.00
10	110-4	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT	LS	1	\$ 41,500. <sup>00</sup>	\$ 41,500. <sup>00</sup>
11	327-70	MILLING (1-1/2") (CONTINGENCY)	SY	10,000	\$ 1.25	\$ 12,500.00
12	200-1-2	LIMEROCK BASE (6")	SY	2,626	\$ 6.75	\$ 17,725.50
13	200-1-1	LIMEROCK BASE (8")	SY	22,433	\$ 8.50	\$ 190,680.50
14	300-1-1	BITUMINOUS MATERIAL (PRIME)	GA	2,442	\$ 1.87	\$ 4,566.54
15	300-1-3	BITUMINOUS MATERIAL (TACK)	GA	3,647	\$ 1.45	\$ 5,288.15
16	331-72-10	TYPE S-1 ASPHALTIC CONCRETE (1")	SY	2,986	\$ 5.05	\$ 15,079.30
17	331-72-30	TYPE S-1 ASPHALTIC CONCRETE (2-1/2")	SY	35,865	\$ 5.50	\$ 196,157.50
18	333-2-3	TYPE S-III ASPHALTIC CON. (LEVELING COURSE)	TN	100	\$ 75.00	\$ 7,500.00
19	337-7	ASPHALT CONCRETE FRICTION COURSE (1") (FC-3)	SY	35,665	\$ 2.95	\$ 105,211.75
20	520-1-2	CONC. CURB AND GUTTER (TYPE E MOD.) (12")	LF	3,647	\$ 5.50	\$ 20,058.50
21	520-1-4	CONC. CURB AND GUTTER (TYPE F MOD.) (18")	LF	10,587	\$ 6.85	\$ 72,383.95
22	522-1	CONCRETE SIDEWALK (4")	SY	4,127	\$ 17.00	\$ 70,159.00
23	522-3	CONCRETE DRIVEWAY (6")	SY	1,913	\$ 20.00	\$ 38,260.00
24	400-1-17	BOX CULVERT EXTENSION (STRUCTURE OS-1)	LS	1	\$ 21,000.00	\$ 21,000.00
25	400-1-18	CONC. HEADWALLS (STRUCTURES OS-1 & OS-2)	CY	55.5	\$ 1,200.00	\$ 66,600.00
25A	400-1-16	WEIR OUTLET (STRUCTURE 27-C)	LS	1.0	\$ 3,000.00	\$ 3,000.00
26	530-3	RIP-RAP RUBBLE (18")	CY	65.0	\$ 100.00	\$ 6,500.00
27	425-1-33	INLET (TYPE P-3)	EA	22	\$ 2,150.00	\$ 47,300.00
28	425-1-34	INLET (TYPE P-4)	EA	5	\$ 2,350.00	\$ 11,750.00
28A	425-44	INLET (TYPE J-4)	EA	2	\$ 2,000.00	\$ 4,000.00
29	425-1-53A	INLET, (TYPE C)	EA	13	\$ 1,050.00	\$ 13,650.00
30	425-1-53B	INLET (BACK OF SIDEWALK TYPE C MOD.)	EA	3	\$ 1,200.00	\$ 3,600.00
31	425-2-71	MANHOLE (TYPE J)	EA	11	\$ 1,250.00	\$ 13,750.00
32	430-11-323	15" RCP (SS) CLASS III	LF	1,334	\$ 14.00	\$ 18,676.00
33	430-11-325	18" RCP (SS) CLASS III	LF	1,576	\$ 17.00	\$ 26,792.00
34	430-141-103	19" X 30" ERCP (SS) CLASS III	LF	300	\$ 35.00	\$ 10,500.00
35	430-141-103	24" X 38" ERCP (SS) CLASS III	LF	290	\$ 45.00	\$ 13,050.00
36	430-11-329	24" RCP (SS) CLASS III	LF	2,658	\$ 22.75	\$ 60,469.50
37	430-11-333	30" RCP (SS) CLASS III	LF	80	\$ 45.00	\$ 3,600.00
37A	430-984-223	MITERED END SECTION (15")	EA	1	\$ 500.00	\$ 500.00
38	518-70	PAVEMENT OVERLAY FABRIC	SY	12,333	\$ 1.75	\$ 21,582.75
39	570-2	GRASSING (SEED & MULCH)	SY	1,000	\$ 1.00	\$ 1,000.00
40	575-1	SODDING	SY	15,806	\$ 2.75	\$ 43,466.50
41	700-40-1	SIGN SINGLE POST (LESS THAN 12 SQ. FT.)	AS	24	\$ 200.00	\$ 4,800.00
42	706-1-12A	REFLECTIVE PAVEMENT MARKER (MONO-DIR. COLORLESS)	EA	125	\$ 4.25	\$ 531.25
43	706-1-12B	REFLECTIVE PAVEMENT MARKER (BI-DIR., AMBER)	EA	386	\$ 4.25	\$ 1,640.50
44	711-3	PAVEMENT MESSAGES, RETROREFLECTIVE PREFORMED TAP	EA	22	\$ 212.00	\$ 4,664.00
45	1613-130	3" PVC PIPE SLEEVE (SCHEDULE 40)	LF	320	\$ 12.50	\$ 4,000.00
46	711-4	DIRECTIONAL ARROWS, RETROREFLECTIVE PREFORMED TAP	EA	16	\$ 132.00	\$ 2,112.00
47	711-33	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE 10/30)	LF	2,800	\$ 0.55	\$ 1,530.00
48	711-34	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW 10/30)	LF	3,242	\$ 0.55	\$ 1,783.10
49	711-35-121	SOLID TRAFFIC STRIPE, THERMOPLASTIC (12" WHITE)	LF	140	\$ 1.60	\$ 224.00
50	711-35-241	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24" WHITE)	LF	184	\$ 3.25	\$ 598.00
51	711-37-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (8" WHITE)	LF	10,177	\$ 0.55	\$ 5,597.35
52	711-38-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW)	LF	10,846	\$ 0.55	\$ 5,965.30
53		SIGNAL MODIFICATIONS AT CITRONA DRIVE	LS	1	\$ 32,000.00	\$ 32,000.00

TOTAL ROADWAY CONSTRUCTION

BT-1

\$ 1,676,526.64

BID NO.	FDOT NO.	ITEM	UNIT	QTY.	UNIT PRICE	AMOUNT
<b>ART A BASE BID - POND CONSTRUCTION</b>						
1	110-1B	CLEARING AND GRUBBING (POND)	LS	1	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
2	120-9-B	EXCAVATION, EMBANKMENT & GRADING (POND & BERM)	LS	1	\$ <u>65,000.00</u>	\$ <u>65,000.00</u>
3	530-3	RIPRAP (RUBBLE) (12")	CY	90	\$ <u>100.00</u>	\$ <u>9,000.00</u>
4	430-11-340	34" X 53" ERCP	LF	444	\$ <u>83.00</u>	\$ <u>36,852.00</u>
5	430-985-240	MITERED END SECTION (34" X 53" ERCP)	EA	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
6	400-1-16	WEIR OUTLET (STRUCTURE S-24D)	LS	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
7	425-2-71	MANHOLE (TYPE J)	EA	2	\$ <u>1,850.00</u>	\$ <u>3,700.00</u>
8	430-931-113	4" PVC BLEEDER PIPE ASSEMBLY	LS	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
9	570-2	GRASSING (SEED AND MULCH)	SY	4000	\$ <u>0.30</u>	\$ <u>1,200.00</u>
10	550-2	FENCING - TYPE B	LF	1200	\$ <u>7.00</u>	\$ <u>8,400.00</u>
11	200-1-2	6" LIMEROCK ACCESS ROAD	SY	450	\$ <u>10.00</u>	\$ <u>4,500.00</u>
<b>TOTAL POND CONSTRUCTION</b>						\$ <u>159,652.00</u>
<b>TOTAL PART A BASE BID</b>						\$ <u>1,836,178.64</u>

**ART B - ALTERNATES**

**ALTERNATE I - ROUNDABOUT**

1	101-1B	MOBILIZATION (ROUNDABOUT)	LS	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
2	102-1-B	MAINTENANCE OF TRAFFIC (ROUNDABOUT)	LS	1	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
3	104-14B	EROSION CONTROL (ROUNDABOUT)	LS	1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
4	110-1C	CLEARING AND GRUBBING (ROUNDABOUT)	LS	1	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
5	120-9-C	EXCAVATION, EMBANKMENT AND GRADING (ROUNDABOUT)	LS	1	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
6	160-6	STABILIZED SUBBASE (12")	SY	3,288	\$ <u>2.50</u>	\$ <u>8,220.00</u>
7	162-2	TOPSOIL (3")	SY	574	\$ <u>0.85</u>	\$ <u>487.90</u>
8	200-1-1	LIMEROCK BASE (8")	SY	2,425	\$ <u>10.00</u>	\$ <u>24,250.00</u>
9	200-1-2	LIMEROCK BASE (6")	SY	1,494	\$ <u>7.75</u>	\$ <u>11,578.50</u>
10	300-1-1	BITUMINOUS MATERIAL (PRIME)	GA	384	\$ <u>2.75</u>	\$ <u>1,056.00</u>
11	300-1-3	BITUMINOUS MATERIAL (TACK)	GA	384	\$ <u>1.75</u>	\$ <u>672.00</u>
12	5331-72-30	TYPE S-1 ASPHALTIC CONCRETE (2-1/2")	SY	2,425	\$ <u>6.05</u>	\$ <u>14,671.25</u>
13	331-72-10	TYPE S-1 ASPHALTIC CONCRETE (1")	SY	753	\$ <u>5.00</u>	\$ <u>3,765.00</u>
14	337-7	ASPHALTIC CONCRETE FRICTION COURSE (FC-3) (1")	SY	2,425	\$ <u>3.20</u>	\$ <u>7,760.00</u>
15	520-1-3	CONCRETE CURB AND GUTTER TYPE F (24")	LF	1,003	\$ <u>10.25</u>	\$ <u>10,280.75</u>
16	520-1-4	CONCRETE CURB AND GUTTER TYPE F MOD. (18")	LF	277	\$ <u>7.25</u>	\$ <u>2,008.25</u>
17	520-2-2	CONCRETE EDGER (8")	LF	262	\$ <u>12.00</u>	\$ <u>3,144.00</u>
18	520-2-1	CONCRETE HEADER CURB (12")	LF	190	\$ <u>8.00</u>	\$ <u>1,520.00</u>
19	520-4-1	CONCRETE CURB (8")	LF	126	\$ <u>15.00</u>	\$ <u>1,890.00</u>
20	522-1	CONCRETE SIDEWALK (4")	SY	97	\$ <u>18.00</u>	\$ <u>1,746.00</u>
21	522-3	CONCRETE DRIVEWAY (6")	SY	71	\$ <u>22.00</u>	\$ <u>1,562.00</u>
22	800-0	CONCRETE PAVERS (ROADWAY)	SF	1,470	\$ <u>7.00</u>	\$ <u>10,290.00</u>
23	800-0	CONCRETE BRICK PAVERS (WALKWAY)	SF	655	\$ <u>7.00</u>	\$ <u>4,585.00</u>
24	430-11-323	15" RCP (SS) CLASS III	LF	476	\$ <u>15.00</u>	\$ <u>7,140.00</u>
25	430-11-325	18" RCP (SS) CLASS III	LF	40	\$ <u>30.00</u>	\$ <u>1,200.00</u>
26	425-1-33	INLET (TYPE P-3)	EA	2	\$ <u>2,350.00</u>	\$ <u>4,700.00</u>
27	425-1-34	INLET (TYPE P-4)	EA	1	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
28	425-2-71	MANHOLE (TYPE J)	EA	1	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
29	580-173	POTTING SOIL WITH 4" MULCH BED	SY	358	\$ <u>6.00</u>	\$ <u>2,148.00</u>
30	580	DAY LILYS	EA	300	\$ <u>8.50</u>	\$ <u>2,550.00</u>
31	580	LIVE OAKS (300 GAL.)	EA	6	\$ <u>1700.00</u>	\$ <u>10,200.00</u>
32	580	WASHINGTON PALMS (8' CT)	EA	33	\$ <u>475.00</u>	\$ <u>15,675.00</u>
33	580	WASHINGTON PALMS (12' CT)	EA	33	\$ <u>475.00</u>	\$ <u>15,675.00</u>
34	580	WASHINGTON PALMS (VARYING 8' - 12' CT)	EA	19	\$ <u>365.00</u>	\$ <u>6,935.00</u>
35	580	WASHINGTON PALMS (VARYING 12' - 14' CT)	EA	7	\$ <u>500.00</u>	\$ <u>3,500.00</u>
36	580	BOOTED CABBAGE PALMS (VARYING 8' - 14' CT)	LS	30	\$ <u>350.00</u>	\$ <u>10,500.00</u>
37		(INCLUDES BED OF BLUE PACIFIC SHORE JUNIPERS 2' OC.)				
38	715-0	ROADWAY LIGHTING	LS	1	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
39	801-0	IRRIGATION SYSTEMS	LS	1	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>

BID NO.	FDOT NO.	ITEM	UNIT	QTY.	UNIT PRICE	AMOUNT
40	575-2	SOD, ST. AUGUSTINE FLORATAM	SY	573	\$ 5.00	\$ 2,865.00
41	700-40-1	SIGN SINGLE POST (LESS THAN 12 SQ. FT.)	AS	17	\$ 200.00	\$ 3,400.00
42	700-41-1	SIGN POST (<12 SQ. FT.)	AS	3	\$ 300.00	\$ 900.00
43	706-1-12A	REFLECTIVE PAVEMENT MARKER (MONO-DIR. COLORLESS)	EA	8	\$ 4.50	\$ 36.00
44	706-1-12B	REFLECTIVE PAVEMENT MARKER (BI-DIR., AMBER)	EA	46	\$ 4.50	\$ 207.00
45	711-33	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE 10/30)	LF	20	\$ 1.00	\$ 20.00
46	711-34	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW 10/30)	LF	60	\$ 1.00	\$ 60.00
47	711-35-121	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE)	LF	570	\$ 1.00	\$ 570.00
48	711-35-241	SOLID TRAFFIC STRIPE, THERMOPLASTIC (18" WHITE)	LF	90	\$ 2.15	\$ 193.50
49	711-37-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE)	LF	530	\$ 0.55	\$ 291.50
50	711-38-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW)	LF	530	\$ 0.55	\$ 291.50
<b>TOTAL - ALTERNATE I</b>						
						\$ 2,70,044.15
<b>ALTERNATE I-A - BEACH AREA PARKING LOT</b>						
1	120-9-C	SITE PREPARATION AND GRADING	LS	1	\$ 2600.00	\$ 2600.00
2	331-72-14	ASPHALT PAVEMENT (1")	SY	500	\$ 4.75	\$ 2375.00
3	200-1-2	LIMEROCK BASE (6")	SY	500	\$ 9.00	\$ 4500.00
4	162-2	TOPSOIL	SY	215	\$ 1.50	\$ 322.50
5	575-2	SOD	SY	215	\$ 5.00	\$ 1075.00
<b>TOTAL - ALTERNATE I-A</b>						
						\$ 10,872.50
<b>ALTERNATE I-B - BEAUGNET ROAD PARKING LOT</b>						
1	120-9-C	SITE PREPARATION AND GRADING	LS	1	\$ 5400.00	\$ 5400.00
2	331-72-10	ASPHALT PAVEMENT (1")	SY	1,319	\$ 4.00	\$ 5276.00
3	200-1-2	LIMEROCK BASE (6")	SY	1,319	\$ 8.00	\$ 10552.00
4	520-2	CONCRETE HEADER CURB (6" X 18")	LF	408	\$ 11.00	\$ 4488.00
5	425-1-53A	INLET (TYPE C)	EA	1	\$ 1000.00	\$ 1000.00
6	430-11-325	18" RCP	LF	50	\$ 22.00	\$ 1100.00
7	162-2	TOPSOIL	SY	306	\$ 1.50	\$ 459.00
8	575-2	SOD	SY	306	\$ 5.00	\$ 1530.00
<b>TOTAL - ALTERNATE I-B</b>						
						\$ 29,805.00
<b>ALTERNATE I-C - SOUTH AREA PARKING LOT</b>						
1	120-9-C	SITE PREPARATION AND GRADING	LS	1	\$ 2650.00	\$ 2650.00
2	331-72-10	ASPHALT PAVEMENT (1")	SY	550	\$ 5.00	\$ 2750.00
3	200-1-2	LIMEROCK BASE (6")	SY	550	\$ 9.00	\$ 4950.00
4	520-2	CONCRETE HEADER CURB (6" X 18")	LF	200	\$ 12.50	\$ 2500.00
5	522-1	CONCRETE SIDEWALK (4")	SY	61	\$ 21.00	\$ 1281.00
6	425-1-53A	INLET (TYPE C)	EA	1	\$ 1000.00	\$ 1000.00
7	430-11-325	18" RCP	LF	85	\$ 22.00	\$ 1870.00
8	162-2	TOPSOIL	SY	111	\$ 1.75	\$ 194.25
9	575-2	SOD	SY	111	\$ 5.00	\$ 555.00
<b>TOTAL - ALTERNATE I-C</b>						
						\$ 17,750.25
<b>ALTERNATE I-D - NORTH AREA PARKING LOT</b>						
1	120-9-C	SITE PREPARATION AND GRADING	LS	1	\$ 2750.00	\$ 2750.00
2	5331-72-10	1" ASPHALT PAVEMENT	SY	757	\$ 4.10	\$ 3103.70
3	200-1-2	6" LIMEROCK BASE	SY	757	\$ 9.00	\$ 6813.00
4	520-2	CONCRETE HEADER CURB (6" X 18")	LF	205	\$ 12.50	\$ 2562.50
5	4251-53A	INLET (TYPE C)	EA	1	\$ 1000.00	\$ 1000.00
6	430-11-323	15" RCP	LF	53	\$ 20.00	\$ 1060.00
7	162-2	TOPSOIL	SY	295	\$ 1.50	\$ 442.50
8	575-2	SOD	SY	295	\$ 4.50	\$ 1327.50
<b>TOTAL - ALTERNATE I-D</b>						
						\$ 27,750.00

BID NO.	FDOT NO.	ITEM	UNIT	QTY.	PRICE	AMOUNT
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TOTAL - ALTERNATE 1-D

\$19,059.20

TOTAL - PART B

\$347,531.10

ALTERNATE 1 (A,B,C,D) NOTES:

1. PRICE FOR SITE PREPARATION AND GRADING SHALL INCLUDE ALL COSTS FOR CLEARING AND GRUBBING.
2. PRICE FOR 1" ASPHALT PAVEMENT SHALL INCLUDE ALL PAVEMENT MARKING AND STRIPING AS SHOWN ON DRAWINGS.

PART C - BICYCLE LANE RESTRIPING AND PAVEMENT RESURFACING

1	102-1-A	MAINTENANCE OF TRAFFIC (RESTRIPING)	LS	1	\$4225.00	\$4225.00
2	337-7	ASPHALTIC CONCRETE FRICTION COURSE (1")	SY	26,028	\$2.85	\$74,179.80
3	300-1-3	BITUMINOUS MATERIAL (TACK)	GA	3,600	\$1.35	\$4,860.00
4	700-40-1	SIGN SINGLE POST (LESS THAN 12 SQ. FT.)	AS	11	\$200.00	\$2,200.00
5	706-1-12A	REFLECTIVE PAVEMENT MARKER (MONO-DIR. COLORLESS)	EA	90	\$4.25	\$382.50
6	706-1-12B	REFLECTIVE PAVEMENT MARKER (BI-DIR., AMBER)	EA	322	\$4.25	\$1,368.50
7	711-3	PAVEMENT MESSAGES, RETROREFLECTIVE PERFORMED	EA	3	\$220.00	\$660.00
8	711-4	DIRECTIONAL ARROWS, RETROREFLECTIVE PERFORMED	EA	31	\$135.00	\$4,185.00
9	711-33	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE 10/30)	LF	1,470	\$0.55	\$808.50
10	711-34	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW 10/30)	LF	1,120	\$0.55	\$616.00
11	711-35-121	SOLID TRAFFIC STRIPE, THERMOPLASTIC (12" WHITE)	LF	745	\$1.60	\$1,192.00
12	711-35-241	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24" WHITE)	LF	180	\$3.25	\$585.00
13	711-37-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE)	LF	6,906	\$0.55	\$3,798.30
14	711-38-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW)	LF	5,434	\$0.55	\$2,988.70

TOTAL - PART C

\$102,081.90

PART D - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

1		WATER MAIN ADJUSTMENT	LS	1	\$17,850.00	\$17,850.00
2		PAVEMENT REMOVAL / REPLACEMENT	LS	1	\$6,000.00	\$6,000.00
3		8" PVC PIPE (WASTEWATER COLLECTION)	LF	800	\$30.75	\$24,600.00
4		A) 4-8 FT. DEPTH 12" PVC PIPE (WASTEWATER COLLECTION)	LF	698	\$37.75	\$26,349.50
5		A) 4-8 FT. DEPTH 12" DIP (WASTEWATER COLLECTION)	LF	20	\$110.00	\$2,200.00
6		B) SEWER SERVICE PIPING, ALL DEPTHS A) DR 18 B) SDR 35	LF	735	\$8.65	\$6,357.75
7		SANITARY SEWER SERVICE WYE A) 8 X 6 WYE B) 12 X 6 WYE	EA	7	\$75.00	\$525.00
8		4" SANITARY MANHOLE TYPE "A" (0-8)	EA	7	\$260.00	\$1,820.00
9		CONFLICT MANHOLE TYPE "E" (0-8)	EA	1	\$300.00	\$300.00
10		CONNECT TO EXISTING SANITARY MANHOLE	EA	1	\$700.00	\$700.00
11		2.5" LOW PRESSURE FORCE MAIN, SDR 21	LF	825	\$19.00	\$15,675.00
12		LOW PRESSURE SERVICE CONNECTION	EA	8	\$385.00	\$3,080.00
13		GENERAL CONDITIONS	LS	1	\$3,000.00	\$3,000.00
14		SUMP PUMP DRAIN RELOCATION	LS	1	\$1,650.00	\$1,650.00

TOTAL - PART D

\$123,142.25

BID NO.	FDOT NO.	ITEM	UNIT	QTY.	UNIT PRICE	AMOUNT
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BID SUMMARY

PART A - BASE BID - SADLER ROAD - PHASE II \$ 1,836,178.64

PART B - ALTERNATES

ALTERNATE I - ROUNDABOUT	\$ <u>270,044.15</u>
ALTERNATE I-A - BEACH AREA PARKING LOT	\$ <u>10,872.50</u>
ALTERNATE I-B - BEAUGNET ROAD PARKING LOT	\$ <u>29,805.00</u>
ALTERNATE I-C - SOUTH AREA PARKING LOT	\$ <u>17,750.25</u>
ALTERNATE I-D - NORTH AREA PARKING LOT	\$ <u>19,059.20</u>

PART C - BICYCLE LANE RESTRIPIING / AND PAVEMENT RESURFACING \$ 102,081.80

PART D - WASTEWATER COLLECTION SYSTEM IMPROVEMENTS \$ 123,142.25

TOTAL PARTS A, B, C AND D \$ 2,408,933.79



**Bond written in one of the following sureties:**  
**American Alliance Insurance Company**  
**Great American Insurance Company**

**Local Address:**  
**541 N Palmetto Place #540**  
**Sanford, FL 32771**

Contractor Name: Vallencourt Construction Company, Inc. Surety Bond #3422107

Address: P O Box 2015  
Orange Park, FL 32067

Contract No.

Phone Number: 904-264-4485

Owner Name: Board of County Commissioners of Nassau Obligee Name:  
County Florida

Address: P O Box 1010, Fernandina Beach, FL 32035

Phone No

Phone No.

Project Description: Sadler Road Phase Two (2) Roadway Improvements

Project Address: Sadler Road, Fernandina Beach, Florida

Legal Description of Project: Sadler Road Phase Two (2) Roadway Improvements  
Nassau County, Florida  
Bid No. NC004-00

*This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that all provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted hereform. This bond is a statutory bond, not a common law bond.*

**This is the front page of the performance / payment bond(s) regardless of preprinted numbers on other pages issued in compliance with Florida Statute 255.05.**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That **Vallencourt Construction Company, Inc.** (Name of Contractor) **P O Box 2015, Orange Park, FL 32067** (Address of Contractor), a **Corporation**, (corporation, partnership, individual), hereinafter called "Principal", **Great American Insurance Co.** (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 **\$2,331,446.70** Dollars (**\$2,331,446.70**), 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 \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof for the construction of:

**SADLER ROAD PHASE TWO (2) ROADWAY IMPROVEMENTS**  
NASSAU COUNTY, FLORIDA  
BID NO. NC004-00

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.

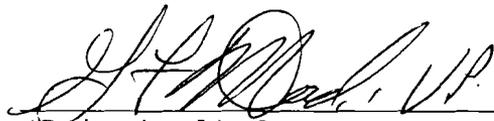
PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in 3 (number), one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Vallencourt Construction Company, Inc.**

Principal

ATTEST:

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

By:   
\_\_\_\_\_  
MICHAEL A. VALLENCOURT, PRESIDENT

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

P O Box 2015

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

Orange Park, FL 32067  
\_\_\_\_\_

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That **Vallencourt Construction Company, Inc.** (Name of Contractor)  
P O Box 2015, Orange Park, FL 32067 (Address of Contractor), a  
Corporation, (corporation, partnership, individual),  
 hereinafter called "Principal", **Great American Insurance Co** (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  
\$2,331,446.70 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 \_\_\_\_\_, 2000, a copy of which is  
 attached hereto and made a part hereof for the construction of:

**SADLER ROAD PHASE TWO (2) ROADWAY IMPROVEMENTS**  
 NASSAU COUNTY, FLORIDA  
 BID NO. NC004-00

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 3  
(number), one of which shall be deemed an original, this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

**Vallencourt Construction Company, Inc.**

*Kenee Vallencourt*  
Kenee Vallencourt  
(Printed Name of Witness)

*[Signature]*  
By: MICHAEL A. VALLENCOURT  
Its: PRESIDENT

*[Signature]*  
G. F. MACK  
(Printed Name of Witness)

SURETY:  
**Great American Insurance Company**

*[Signature]*  
Jeanna LeMasters  
(Printed Name of Witness)

*[Signature]*  
By: Roger R. Hurst  
Its: Attorney-In-Fact & Florida  
Licensed Resident Agent

*[Signature]*  
Teresa McMullen  
(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.

**GREAT AMERICAN INSURANCE COMPANY®**

580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

**POWER OF ATTORNEY**

The number of persons authorized by this power of attorney is not more than

No. 0 16672

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
L. PRESTON MANGUS, III	ALL OF	ALL
ROGER R. HURST	JACKSONVILLE, FLORIDA	UNLIMITED
ANNETTE EVANS		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of December, 1998  
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON — ss:

On this 8th day of December, 1998, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resided in Cincinnati, Ohio, that he is the Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,



**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

May 2, 2001

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

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Michael A. Vallencourt, President  
Vallencourt Construction Company  
Post Office Box 2015  
Orange Park, FL 32067

Dear Mr. Vallencourt:

Enclosed is an original, fully executed contract for the Sadler Road widening, Phase II project as approved by the Nassau County Board of County Commissioners in regular session on April 23, 2001.

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

Sincerely,

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

jgb

Enclosure

NOTICE TO PROCEED

TO: VALLENCOURT CONSTRUCTION COMPANY, INC.  
POST OFFICE BOX 2015  
ORANGE PARK, FL 32067

Date: MAY 2, 2001

Project:  
Sadler Road  
Phase II  
Roadway Improvements  
Fernandina Beach, FL

Pursuant to the Agreement entered into the 23<sup>rd</sup> day of April 2001 between Nassau County, Florida and Vallencourt Construction Company, Inc., you are hereby authorized to proceed with the scope of work to perform the work and furnish all necessary labor, equipment, material, and transportation for the Sadler Road Phase II Roadway Improvements, Bid No. NC004-00, as approved by the Board of County Commissioners on April 23, 2001. The cost for said work shall be \$2,331,446.70 (Base Bid + part B " Alternate 1 + Part C + Part D). In accordance with the terms of the contract, work must start within fifteen calendar days from the receipt of this notice.

NASSAU COUNTY, FLORIDA



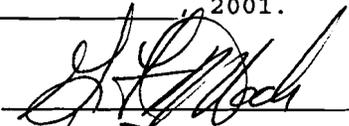
MARIANNE MARSHALL

Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: GENE F. MACK this the 7TH day of  
MAY 2001.

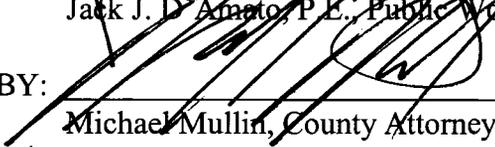
By:   
Title: VICE PRESIDENT

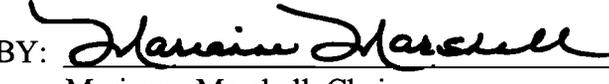
**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

PROJECT: Sadler Road Widening, Phase II SUPP. AGREEMENT NUMBER: SA 001  
DATE: November 7, 2001 CONTRACT NUMBER: NC004-00  
CONTRACTOR: Vallencourt Construction Company, Inc.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Supplemental Agreement.....	\$	<u>0.00</u>
Contract Sum Prior to This Supplemental Agreement.....	\$	<u>2,331,446.84</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>61,706.97</u>
New Contract Sum Including this Agreement.....	\$	<u>2,393,153.81</u>

APPROVED BY:  DATE: 11-7-01  
Jack J. D'Amato, P.E., Public Works Dir.

APPROVED BY:  DATE: 11-7-01  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 11-07-01  
Marianne Marshall, Chairman

APPROVED BY:  DATE: 11-07-01  
J.M. "Chip" Oxley, Jr., Clerk of Courts

**GREAT AMERICAN INSURANCE COMPANY®**  
580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

**POWER OF ATTORNEY**

The number of persons authorized by this power of attorney is not more than **THREE** No. **0 16674**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
L. PRESTON MANGUS, III	ALL OF	ALL
ROGER R. HURST	JACKSONVILLE, FLORIDA	UNLIMITED
ANNETTE EVANS		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **9th** day of **December**, 1998  
Attest **GREAT AMERICAN INSURANCE COMPANY**

STATE OF OHIO, COUNTY OF HAMILTON — ss:

On this **9th** day of **December**, 1998, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resided in Cincinnati, Ohio, that he is the Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

*RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this **29th** day of **OCT**, **2001**

## SUPPLEMENTAL AGREEMENT

Project No. NC004-00

Supplemental Agreement No. SA001

Project Name Sadler Road Widening, Phase II

This agreement entered into this 7<sup>th</sup> day of November 2001 by and between Nassau County, and Vallencourt Construction Company, Inc. "Contractor", and Great American Insurance Company "Surety", the same being supplementary to Contract No. NC004-00 by and between the parties aforesaid, dated April 23, 2001 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

### **Description of proposed change:**

1. Changes to various Storm Drainage Structures
2. Changes to various Reinforced Concrete Pipes and MES's
3. Additional MOT for signage on job while Contractor could not perform work.
4. Tie-in existing Storm Drain Lines.

### **Reason:**

1. Changes are required in order to avoid conflicts with the existing water main.
2. Due to the number of changes within the right-of-way since the creation of the construction plans, pipe sizes, invert elevations and locations have to be made in order to avoid conflicts in the field.
3. Additional MOT is due for signs located along the jobsite while contractor was unable to perform work due to permitting issues.
4. No line item was provided in the contract for this work. A determination for pipe size, etc. could not have been made until such pipes were physically located in the field.

Revised plan sheet No. \_\_\_\_\_

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC004-00, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental

**ADDITION OF LINE ITEMS/QUANTITIES**

<u>Pay Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Type</u>	<u>Unit Cost</u>	<u>Total Cost/ Pay Item Increased</u>
2	Maintenance of Traffic	1	LS	\$3,905.08	\$ 3,905.08
28B	Inlet (Type P-5)	22	EA	\$2,020.50	\$44,451.00
28C	Inlet (Type P-6)	4	EA	\$2,224.50	\$ 8,898.00
28D	Inlet (Type J-5)	2	EA	\$3,107.50	\$ 6,215.00
31	Manhole (Type J)	16	EA	\$1,538.29	\$24,612.64
32	15" RCP (SS) Class III	68	LF	\$ 14.00	\$ 952.00
33A	12"x18" ERCP (SS) Class III	67	LF	\$ 20.00	\$ 1,340.00
34	19"x30" ERCP (SS) Class III	34	LF	\$ 35.00	\$ 1,190.00
35	24"x38" ERCP (SS) Class III	412	LF	\$ 45.00	\$18,540.00
35A	29"x45" ERCP (SS) Class III	608	LF	\$ 64.00	\$38,912.00
35B	36"x60" ERCP (SS) Class III	34	LF	\$ 102.50	\$ 3,485.00
36	24" RCP (SS) Class III	107	LF	\$ 22.75	\$ 2,434.25
37B	36" RCP (SS) Class III	280	LF	\$ 58.50	\$16,380.00
37C	Tie-in Existing Storm Drain Lines	4	EA	\$1,573.00	\$ 6,292.00
<b>Total Roadway Construction</b>					<b>\$177,606.97</b>
4A	38"x60" ERCP (SS) Class III	442	LF	\$102.50	\$45,305.00
5A	Mitered End Section (38"x60")	1	EA	\$6,850.00	\$ 6,850.00
<b>Total Pond Construction</b>					<b>\$52,155.00</b>
<b>TOTAL ITEMS INCREASED</b>					<b>\$229,761.97</b>

**DELETION OF LINE ITEMS/QUANTITIES**

<u>Pay Item No.</u>	<u>Item Description</u>	<u>Quantity Deleted</u>	<u>Type</u>	<u>Unit Cost</u>	<u>Total Cost/ Pay Item Deleted</u>
27	Inlet (Type P-3)	22	EA	\$2,150.00	\$47,300.00
28	Inlet (Type P-4)	4	EA	\$2,350.00	\$ 9,400.00
28A	Inlet (Type J-4)	2	EA	\$2,000.00	\$ 4,000.00
29	Inlet (Type C)	8	EA	\$1,050.00	\$ 8,400.00
31	Manhole (Type J)	11	EA	\$1,250.00	\$13,750.00
32	15" RCP (SS) Class III	135	LF	\$ 14.00	\$ 1,890.00
33	18" RCP (SS) Class III	543	LF	\$ 17.00	\$ 9,231.00
34	19"x30" ERCP (SS) Class III	300	LF	\$ 35.00	\$10,500.00
35	24"x38" ERCP (SS) Class III	34	LF	\$ 45.00	\$ 1,530.00
36	24" RCP (SS) Class III	888	LF	\$ 22.75	\$20,202.00
<b>Total Roadway Construction</b>					<b>\$126,203.00</b>
4	34"x53" ERCP	444	LF	\$ 83.00	\$36,852.00
5	Mitered End Section (34"x53" ERCP)	1	EA	\$5,000.00	\$ 5,000.00
<b>Total Pond Construction</b>					<b>\$41,852.00</b>
<b>TOTAL ITEMS DECREASED</b>					<b>\$168,055.00</b>
<b>TOTAL ADDITION UNDER SA001</b>					<b>\$61,706.97</b>

**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

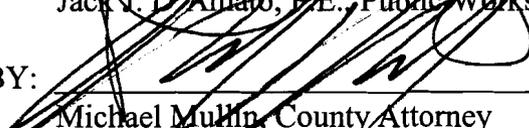
PROJECT: Sadler Road Widening, Phase II SUPP. AGREEMENT NUMBER: SA 002

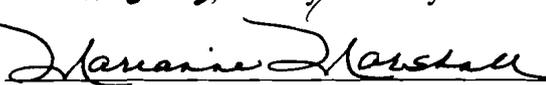
DATE: December 11, 2001 CONTRACT NUMBER: NC004-00

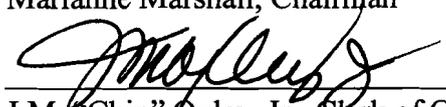
CONTRACTOR: Vallencourt Construction Company, Inc.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Supplemental Agreement.....	\$	<u>61,706.97</u>
Contract Sum Prior to This Supplemental Agreement.....	\$	<u>2,393,153.81</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>84,821.50</u>
New Contract Sum Including this Agreement.....	\$	<u>2,477,975.31</u>

APPROVED BY:  DATE: 12-18-01  
Jack I. D'Amato, P.E., Public Works Dir.

APPROVED BY:  DATE: 12-18-01  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 12-18-01  
Marianne Marshall, Chairman

APPROVED BY:  DATE: 12-18-01  
J.M. "Chip" Oxley, Jr., Clerk of Courts

**SUPPLEMENTAL AGREEMENT**

**Project No.** NC004-00  
**Project Name** Sadler Road Widening, Phase II

**Supplemental Agreement No.** SA002

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2001 by and between Nassau County, and Vallencourt Construction Company, Inc. "Contractor", and Great American Insurance Company "Surety", the same being supplementary to Contract No. NC004-00 by and between the parties aforesaid, dated April 23, 2001 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

- 1. Removal of unsuitable material from proposed retention pond site.  
9979 cy @ \$8.50 per yard

**Reason:**

- 1. The original contract called for the contractor to place all excess excavated material on the adjacent proposed commercial site. During excavation of the retention pond the material was found to be unsuitable for fill material.

**Revised plan sheet No.** \_\_\_\_\_

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC004-00, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

**Granted Time This Agreement:** 10 Days

**Net Change in Contract Amount This Agreement:**

Increase \$ 84,821.50

Decrease \$ \_\_\_\_\_

**Executed By:**

[Signature] 12/18/01  
Public Works Director Date

[Signature] 12/11/01  
Construction Engineer Inspector Date

Vallencourt Construction Co. Inc.  
Contractor

By [Signature] 12/11/01  
Title President Date

ATTEST [Signature] 12-11-01  
Title Secretary Date

GREAT AMERICAN INS. CO.  
Surety Date

[Signature]  
Title ATTORNEY-IN-FACT & FL. LICENSED RESIDENT AGENT

J. D



**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 *J. D.*  
**DATE :** December 6, 2001  
**SUBJECT :** Sadler Road Widening, Phase II  
Request For Approval of Supplemental Agreement No. 002

**Background:**

Staff has received a request for additional compensation from Vallencourt Construction Co, Inc. for the removal of unsuitable material from the site. The original contract called for the excess material not used for the project, excavated from the pond to be placed on the adjacent proposed commercial lot. During excavation, some of the material was found to be unsuitable for use on the project and for utilization of fill on the adjacent property.

The request for additional compensation was for the removal of 10,000 cubic yard of unsuitable material @ \$8.50 per cubic yard. The 10,000 cubic yards was a not to exceed estimate of material to be removed. The actual amount of unsuitable material removed from the site was 9,979 cubic yards.

**Recommendation:**

Staff recommends that the Board of County Commissioners approve Supplemental Agreement No. 002 in the amount of \$84,821.50 and authorize the Chairman to execute said agreement. There are sufficient funds available in account number 68999599-599001 Reserves For Contingencies to cover the Supplemental Agreement.

*12/12/01 et*  
*Down to check contract to see if there is a contract para to the contractor for not spreading & grading the field.*  
*NOTE - need original document for signature*

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



Next, the Board reviewed Staff's recommendation to award the Sadler Road bid to Vallencourt Construction Company, Inc., based on the requirements of the base bid, Part B- Alternate 1 Roundabout, Part C- Bicycle Restriping and Pavement Resurfacing, and Part D Wastewater Collection System Improvements. Mr. D'Amato noted the remaining Alternate items would be at the discretion of the City of Fernandina Beach, and mitigation issues dealing with wetlands were not addressed in the bid process. While Mr. Gossett reviewed the bid calculations, Mr. D'Amato provided an update to the Board on other road projects.

Discussions turned to the potential school site and improvements that would be needed on Miner Road. Mr. D'Amato anticipates a problem with the School Board's ability to effect the needed changes in order to meet Concurrency requirements, especially improving Miner Road to current standard for a collector road and re-aligning of Miner Road with Felmore Road, as well as other considerations. The County Attorney noted specific requirements of the County's Comprehensive Plan and School Siting Ordinance, which would require the School Board to address the various impacts and negotiate with this Board to appropriate the funds. The Board questioned whether or not the Department of Community Affairs had approved the site, whether Staff had agreed to the location, and whether this site was part of the YPC Planned Unit Development (PUD) agreement.

Discussions returned to the Sadler Road project. Mr. Gossett identified the \$2,331,446.84 as being the correct total of the four determining components of the bid. It was then moved by Commissioner Howard, seconded by Commissioner Deonas and unanimously carried to award the Sadler Road bid to Vallencourt Construction Company, Inc., based on the requirements of the base bid, Part B- Alternate 1 Roundabout, Part C- Bicycle Restriping and Pavement Resurfacing and Part D Wastewater Collection System Improvements, with a low bid of \$2,331,446.84, contingent upon successful negotiation of the contract language with the County Attorney; funding identified as 368 Capital Projects-Sadler Road: Base Bid account 68435541-563100 plus the stormwater account for construction of the pond, Roundabout account 68437541-563100, and Milling account 68435541-563136; sanitary sewer costs will come directly from the City of Fernandina Beach upon request from the County at the low bidder amount.

=====

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Deonas, seconded by Commissioner Samus, and unanimously carried to approve the contract with Vallencourt Construction, Inc. for the Sadler Road widening Phase II project.

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Deonas, seconded by Commissioner Vanzant, and unanimously carried to authorize the Chairman to sign the Notice to Proceed to Vallencourt Construction, Inc. upon receipt of the approval letter from St. Johns River Water Management District regarding the wetland mitigation plan.

Upon the request and recomm

03:53 At the request of Staff, it was moved by Commissioner Howard, seconded by Commissioner Deonas and unanimously carried to approve and authorize the Chairman to sign the Supplemental Agreement No. 001 from Valencourt Construction Company, Inc., in the amount of \$61,706.97 from account 68999599-59901, Reserves for Contingencies for Sadler Road Widening, Phase II.

=====  
10:58 The group reviewed a supplemental agreement submitted by Vallencourt Construction Co. to haul unsuitable fill material that was originally planned to be used in the Sadler Road widening project phase II. It was moved by Commissioner Samus and seconded by Commissioner Vanzant to approve Supplemental Agreement 002 filed by Vallencourt Construction Co., Inc. to haul the unsuitable material and authorize the Chairman to sign the agreement with funds in the amount of \$84,821.50 expended from the Reserves for Contingencies, account 68999599-599001; and direct the Contracts Manager to review the original contract to ascertain if there were any cost savings to the contractor for not having to spread and grade the fill material at the project site. The vote carried unanimously.

=====

7-22-02

9:38 The Board considered a request from the Public Works Director to approve a change order in the amount of \$33,676 from Vallencourt Construction Company, Inc. for the milling of Existing Asphalt to remove the thermo plastic lines on Sadler Road. This item was continued to the next Board meeting on August 12, 2002 to allow the Board Members to inspect Sadler Road.

11:53 The Board discussed a change order to the contract with Vallencourt Construction Co., Inc. for the Sadler Road Widening, Phase II project as continued from the July 22, 2002 Board Meeting. After discussion, and as presented by the Clerk, it was moved by Commissioner Marshall and seconded by Commissioner Vanzant to approve Change Order No. 1 to the Vallencourt Construction Co., Inc. contract for the Sadler Road Widening, Phase II project in the amount of \$19,500. It was then moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to table the motion to approve Change Order No. 1 to the Vallencourt Construction Co., Inc. Ken Ferrin, an engineer in the public works department, appeared before the Board to offer an explanation of the events surrounding the milling of Sadler Road and 14th Street prior to the Board's authorization of same and the disposition of the millings taken from those roads. It was determined that the milling was performed due to a safety issue, and Mr. Ferrin will obtain information on the disposition of the millings. It was moved by Commissioner Marshall and seconded by Commissioner Vanzant to approve Change Order No. 1 to the contract with Vallencourt Construction Company, Inc. for the Sadler Road Widening, Phase II project. After further discussion, Commissioner Marshall withdrew her motion and moved to have this item brought back to the next meeting on August 19, 2002. Commissioner Vanzant withdrew his second and then seconded the motion to continue this item until August 19, 2002. No vote was taken on the motion.

10:29 It was moved by Commissioner Marshall and seconded by Commissioner Vanzant to approve an amendment to the contract with Valencourt Construction Company for Sadler Road Widening Phase II, Supplemental Agreement No. 3, for a junction box at Egan's Creek, in the amount of \$99,610.40 with funds expended from 368 Reserve for Contingencies Account. The vote carried four to one with Commissioner Samus casting the dissenting vote.

10:30 Reviewing the Sadler Road Widening, Phase II, road improvement project, the Contract Manager explained that the construction costs remain the same; however, there are \$29,083 in deductions related to new pavement that were not previously presented to the Board. It was moved by Commissioner Samus, seconded by Commissioner Vanzant and unanimously carried to approve Supplemental Agreement No. 4 to Valencourt Construction Company, Inc. in the amount of \$216,205.93 with funds expended from 368 Reserve for Contingencies.

11:07 As requested by the Board at a previous meeting, Mr. Ken Ferrin, County Engineer, confirmed that a change order from Valiencourt Construction Company included a credit for 20 loads of millings to be delivered to and used for the Sadler Road project. In reply to concerns raised by Commissioner Marshall related to the amount of millings and decisions made in the field for disbursement without the Board's consent, Mr. Ferrin stated he did not give an order for disbursement; however, he assumed the millings were to be delivered to the Bailey Road yard. The Board questioned a report that was provided on all millings, and Mr. Patton reported on events related to disbursement of millings from 14th Street and Sadler Roads. Commissioner Samus requested the County Attorney to interview the employees involved in the project to ascertain decisions that were made in the field. Following much discussion and questions from the County Attorney to the Superintendent of Road and Bridge, the County Attorney summarized that Staff took it upon themselves and acted without the Board's consent; however, there is no policy in effect for disbursement. Commissioner Samus rescinded her request for the County Attorney to investigate the matter. Mr. Mullin suggested the Coordinator meet with Road and Bridge Department personnel and formulate a policy and criteria for the Board to consider as to placement of millings. Because of the late hour, Chairman Deonas noted the Board may direct policy at the next meeting for future material disbursement.



**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

September 5, 2002

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

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Mr. Mike Vallencourt, President  
Vallencourt Construction Company, Inc.  
P.O. Box 2015  
Orange Park, FL 32067

RE: Sadler Road Widening, Phase II  
Contract No. NC004-00

Dear Mr. Vallencourt:

During a regular session of the Nassau County Board of County Commissioners held August 19, 2002, the Board approved and authorized the Chairman to sign Supplemental Agreement No. 3 for construction of a junction box at Egan's Creek crossing; and Supplemental Agreement No. 4 for reconstruction of the roadway from Sta. 22+00 to Sta. 59+00. Original executed documents are enclosed for your records.

Should you have any question, please let me know.

Sincerely,

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

Enclosure

Xc: Dawn Stevenson, Contracts Manager (w/copies)  
Financial Services Department (w/copies)

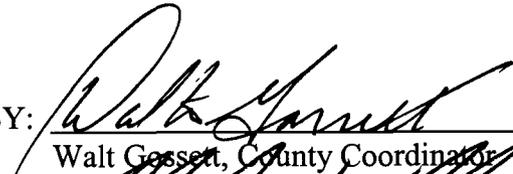
**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

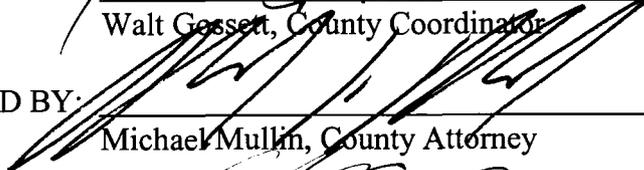
PROJECT: Sadler Road Widening, Phase II SUPP. AGREEMENT NUMBER: SA 003

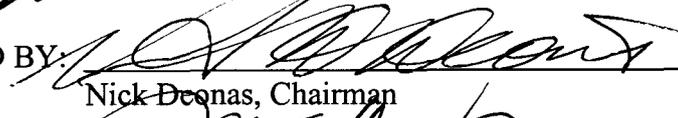
DATE: August 19, 2002 CONTRACT NUMBER: NC004-00

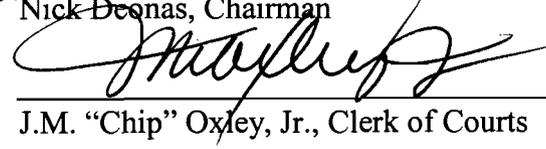
CONTRACTOR: Vallencourt Construction Company, Inc.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Supplemental Agreement Change Order..	\$	<u>165,827.79</u>
Contract Sum Prior to This Supplemental Agreement.....	\$	<u>2,497,274.63</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>99,610.40</u>
New Contract Sum Including this Agreement.....	\$	<u>2,596,885.03</u>

APPROVED BY:  DATE: 8/20/02  
Walt Gossett, County Coordinator

APPROVED BY:  DATE: 8/20/02  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 8/19/02  
Nick Deonas, Chairman

APPROVED BY:  DATE: 9/03/02  
J.M. "Chip" Oxley, Jr., Clerk of Courts

**SUPPLEMENTAL AGREEMENT**

**Project No.** NC004-00 **Supplemental Agreement No.** SA003  
**Project Name** Sadler Road Widening, Phase II

This agreement entered into this 16 day of August 2002 by and between Nassau County, and Vallencourt Construction Company, Inc. "Contractor", and Great American Insurance Company "Surety", the same being supplementary to Contract No. NC004-00 by and between the parties aforesaid, dated April 23, 2001 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

Perform box culvert modifications at the Egan's Creek crossing. This change entails constructing a junction box in order to tie two drainage pipes on the adjacent piece of property into the box culvert.

**Reason:**

The stormwater drainage coming from the adjacent property over time would create erosion to the newly reconstructed box culvert. The erosion would eventually result in roadway base failure in addition to potential collapse of the box culvert which would pose a safety hazard.

**Revised plan sheet No.** N/A

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC004-00, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

**Granted Time This Agreement:** 0 Days

**Net Change in Contract Amount This Agreement:**

Increase \$ 99,610.40

Decrease \$ \_\_\_\_\_

**Executed By:**

Paul Gannett 8/20/02  
County Coordinator Date

[Signature]  
Contractor

Rich Miller 9/5/02  
Construction Engineer Inspector Date

By Mike Vallencourt, Pres 8-16-02  
Title Date

ATTEST Margy Infor  
Title Date 8-16-02

Great American Insurance Company  
Surety Date 8-16-02

[Signature]  
Title L. Preston Mangus, III, Attorney-in-Fact Date

**Proposal**

Job Description: Box Culvert Modification

-Proposal Date:  
Time:

From: VALLENCOURT CONSTRUCTION CO., INC.

Bid Item Number	Bid Item Description	Quantity	UM	Unit Price	Total Price
10	Mobilization	1.0000	LS	2,469.15	<b>2,469.15</b>
20	Survey/Layout	1.0000	LS	4,321.01	<b>4,321.01</b>
30	Dewatering and Cofer Dams	1.0000	LS	12,631.37	<b>12,631.37</b>
40	Excavation for Junction Box	1.0000	LS	2,969.74	<b>2,969.74</b>
50	Install 64"x43" Cmp 6-8' deep	120.0000	LF	74.24	<b>8,908.80</b>
60	Pour in place 1st half of Junction Box	1.0000	EA	18,518.59	<b>18,518.59</b>
70	Install 1st 64"x43" MES	1.0000	EA	4,883.94	<b>4,883.94</b>
80	Demobilization of pipe crew	1.0000	LS	2,469.15	<b>2,469.15</b>
100	Remobilization	1.0000	LS	2,469.15	<b>2,469.15</b>
110	Removal of Cofer Dam	1.0000	LS	2,969.74	<b>2,969.74</b>
120	Excavation of 2nd Half of Colfer Dam	1.0000	EA	2,969.74	<b>2,969.74</b>
130	Pour in place 2nd Half of Junction Box	1.0000	EA	18,518.60	<b>18,518.60</b>
140	Install 2nd 64"x43" MES	1.0000	EA	4,883.94	<b>4,883.94</b>
150	Backfill and dress out Junction Box and pipe area	1.0000	LS	4,454.61	<b>4,454.61</b>
160	Reseal joints at existing box culvert	1.0000	LS	6,172.87	<b>6,172.87</b>
				<b>GRAND TOTAL</b>	<b>99,610.40</b>

**GREAT AMERICAN INSURANCE COMPANY**

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

THREE

**POWER OF ATTORNEY**

No. 017592

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
L. Preston Mangus, III	all of	all Unlimited
Teresa McMullan	Jacksonville, Florida	
William Zimmer		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of July, 2002  
Attest GREAT AMERICAN INSURANCE COMPANY



DOUGLAS R. BOWEN (513-369-3811)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 31st day of July, 2002, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



MAUREEN DOUGHERTY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 06/12/15

*Maureen Dougherty*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of August, 2002



Assistant Secretary

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

**Department:** Public Works - Engineering

**Fund:** 368 Capital Projects – Sadler Road Fund

**Action Requested and Recommended:**

Staff requests that the Board approve Supplemental Agreement No. 3 to Vallencourt Construction Company, Inc. which allows the construction of a junction box at Eagan's Creek.

**Funding Source:** Funds to be transferred from 368 Reserve For Contingency Account No. 68999599-599001 to Vallencourt Construction Account No. 68455541-563366

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

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

**Reviewed By:**

**Legal:**

**Finance:**

**Coordinator:**



*Approved  
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 13, 2002**

**SUBJECT : Sadler Road Widening, Phase II  
Request For Approval of Supplement Agreement**

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On July 10, 2002 the Board authorized additional engineering services for Gee & Jenson to design a junction box at the Egan's Creek crossing. As a result of their design Vallencourt Construction Company, Inc. has submitted a proposal in the amount of \$99,610.40 to construct said junction box. The purpose of the junction box is to tie two drainage outfall pipes into the newly constructed box culvert. If the junction box is not constructed the stormwater drainage coming from the adjacent property over time would create erosion. The erosion would eventually result in roadway base failure in addition to potential collapse of the box culvert which would pose a safety hazard.

Staff respectfully requests that the Board of County Commissioners approve the attached Supplemental Agreement No. 3 to Vallencourt Construction Company, Inc. and authorize the Chairman to execute said agreement. Staff also requests that the Board authorize the funding to come from the 368 Reserve For Contingencies Account 68999599-599001.

**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

PROJECT: Sadler Road Widening, Phase II

SUPP. AGREEMENT NUMBER: SA 003

DATE: August 19, 2002

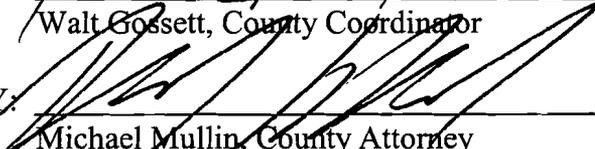
CONTRACT NUMBER: NC004-00

CONTRACTOR: Vallencourt Construction Company, Inc.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Supplemental Agreement Change Order..	\$	<u>265,438.19</u>
Contract Sum Prior to This Supplemental Agreement.....	\$	<u>2,596,885.03</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>216,205.93</u>
New Contract Sum Including this Agreement.....	\$	<u>2,813,090.96</u>

APPROVED BY:   
Walt Gossett, County Coordinator

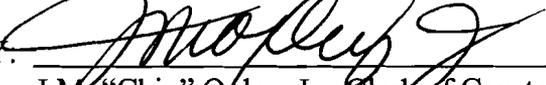
DATE: 8/20/02

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: 9/5/02

**SUPPLEMENTAL AGREEMENT**

Project No. NC004-00

Supplemental Agreement No. SA004

Project Name Sadler Road Widening, Phase II

This agreement entered into this 16th day of August 2002 by and between Nassau County, and Vallencourt Construction Company, Inc. "Contractor", and Great American Insurance Company "Surety", the same being supplementary to Contract No. NC004-00 by and between the parties aforesaid, dated April 23, 2001 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

Remove and replace existing pavement structure from Sta. 22+00 to Sta. 59+00 and replace with stabilized subbase, 8" limerock base, and three and one half inches of asphalt as specified in the contract documents.

**Reason:**

Full depth reconstruction was necessary in order to protect the structural life of the proposed roadway improvements.

Revised plan sheet No. N/A

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC004-00, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time This Agreement: 45 Days

**Net Change in Contract Amount This Agreement:**

Increase \$ 216,205.93

Decrease \$ \_\_\_\_\_

**Executed By:**

[Signature] 8/20/02  
County Coordinator Date

[Signature]  
Contractor

[Signature] 9/5/02  
Construction Engineer Inspector Date

By Mike Vallencourt,  
Title President Date 8-16-02

ATTEST [Signature]  
Title \_\_\_\_\_ Date 8-16-02

Great American Insurance Company  
Surety Date 8-16-02

[Signature]  
Title L Preston Mangus III Date 8-16-02  
Attorney-in-fact

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	Maintenance of Traffic	1 LS	\$15,550.00	\$15,550.00
7	Excav., Embank. & Grading	1 LS	\$36,316.08	\$36,316.08
8	12" Stabilized Subbase	13,158 SY	\$ 1.70	\$22,368.60
10	Remov & Disp. Exist Asph.	1 LS	\$59,211.00	\$59,211.00
13	8" Limerock Base Primed	13,158 SY	\$ 8.50	\$111,843.00
18	Delete Leveling Course	100 TN	\$ 75.00	\$ (7,500.00)
38	Delete Pvmt Overlay Fabric	12,333 SY	\$ 1.75	\$(21,582.75)
<b>Total Increase to Contract</b>				<b>\$216,205.93</b>

# GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

**THREE**

No. **017592**

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
L. Preston Mangus, III	all of	all Unlimited
Teresa McMullan	Jacksonville, Florida	
William Zimmer		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of July, 2002

GREAT AMERICAN INSURANCE COMPANY

DOUGLAS R. BOWEN (513-369-3811)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 31st day of July, 2002, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



MAUREEN DOUGHERTY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 08-12-04

*Maureen Dougherty*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of August, 2002



**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 13, 2002

**SUBJECT :** Sadler Road Widening, Phase II  
Request For Approval of Supplement Agreement

---

On December 10, 2001 the Board of County Commissioners authorized Staff to issue a supplemental agreement to Vallencourt Construction Company, Inc. in the amount of \$245,288.68 in order to remove and replace existing asphalt from Sta. 22+00 to 59+00. The supplemental agreement has not yet been issued due to the fact that Gee & Jenson at the request of staff reviewed the cost proposal submitted by Vallencourt Construction and had some questions. The construction cost remains the same, however, there are \$29,083.00 of deductions which were not previously presented to the Board. The revised amount is \$216,205.93.

Staff respectfully requests that the Board of County Commissioners approve the attached Supplemental Agreement No. 4 to Vallencourt Construction Company, Inc. in the amount of \$216,205.93 and authorize the Chairman to execute said agreement. Staff also requests that the Board authorize the funding to come from the 368 Reserve For Contingencies Account 68999599-599001.

*Approved*  
*8/19/02*  
*da*

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 : December 7, 2001

SUBJECT : Sadler Road Widening Phase II  
 Request Authorization to Issue Supplemental Agreement

**Background:**

Staff has received a request from Vallencourt Construction Co., Inc. in the amount of \$245,288.68 in order to remove and replace the existing pavement from Sta. 22+00 to 59+00. This change order is necessitated in order to protect the structural life of the proposed roadway improvements.

**Recommendation:**

Staff recommends that the Board of County Commissioners authorize staff to issue a Supplemental Agreement to Vallencourt Construction Co., Inc. in the amount of \$245,288.68. There are sufficient funds available in account number 68999599-599001 Reserve for Contingencies to cover said Supplemental Agreement.

**APPROVED**

DATE 12-10-01 

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

R

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

**Department:** Public Works - Engineering

**Fund:** 368 Capital Projects – Sadler Road Fund

**Action Requested and Recommended:**

Staff requests that the Board approve Supplemental Agreement No. 4 to Vallencourt Construction Company, Inc. which allows full depth reconstruction of the roadway from Sta. 22+00 to Sta. 59+00.

**Funding Source:** Funds to be transferred from 368 Reserve For Contingency Account No. 68999599-599001 to Vallencourt Construction Account No. 68455541-563366

**Financial/Economic Impact to Future Years Budgeting Process or Effect on**

**Citizens:** Could have a potential impact on future County roadway projects.

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

Yes

**Reviewed By:**

**Legal:**

**Finance:**

**Coordinator:**





**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 :** July 22, 2002

**SUBJECT :** Sadler Road Widening, Phase II  
 Request For Approval of Change Order to Vallencourt  
 Construction Company, Inc.

Staff has received a proposal from Vallencourt Construction Company, Inc. to perform additional milling and resurfacing within the limits of Alternate Bid Item C. (Bicycle Lane Restriping and Pavement). The original bid item did not call for milling and resurfacing of the existing pavement surfaces which currently contain thermo-plastic striping. The original bid required sandblasting of the existing striping, a process in which the County has had little success with. Staff has requested a proposal from Vallencourt Construction to mill and resurface the areas in which the striping is to be removed in order to make the roadway appear more consistent with the new pavement and be more aesthetically pleasing. The additional costs are as follows:

Milling of Existing Asphalt	19,276 SY @ \$1.25/SY	\$24,095.00
1" FC-3 Friction Course	3,248 SY @ \$2.95/SY	\$ 9,581.60
<b>Total Additional Costs</b>		<b>\$33,676.60</b>

Staff respectfully requests and recommends that the Board of County Commissioners approve the change order and authorize the Public Works Director, County Coordinator and Clerk of Courts to execute said change order. There are sufficient funds available in the 368 Reserve Fund, Account Number 68999599-599001 Reserve For Contingency Account, to cover said change order. Attached is a copy of Vallencourt's proposal utilizing their existing unit prices for your review.

## QUOTATION

**VALLENCOURT CONSTRUCTION CO., INC**

P. O. BOX 2112 ★ ORANGE PARK, FL 32067 ★ 264-4485 FAX:264-6022

Mrs. Dawn Stevens  
Nassau County Public Works  
213 Nassau Place  
Yulee, FL 32097

July 18, 2002

**RE: Additional Cost to Complete Mill and Resurface and Restripe Sadler Rd From STA. (10+00+/-) A1A to Sta 22+0 & 14<sup>th</sup> st. from sadler (sta 10+00+/-) to sta 40+00+/- Total area 29,276sy less 10,000sy bid= 19,276sy**

1. This is offered for acceptance within (30) days from date shown above, after which date it will be subject to reconfirmation or requotation. When duly executed by you and delivered to us it shall constitute a legal contract binding both parties, subject only to your credit approval by Valencourt Construction Co., Inc.
2. Terms of Payment: *Monthly progress payments.*
3. The work covered by this quotation will be only that specifically outlined herein and to provide a price for the work in accordance with plans and specifications as furnished. Any change in the work or work not covered in this quotation will be considered as extra work and will be subject to further negotiation. Where there is a variance between the plans and specifications and this quotation, the prices quoted will be only for the work as outlined in this quotation.
4. The removal of unsuitable material such as muck, marl, clay, etc. or the replacement of clean fill is not included in this quotation unless specifically stated herein.
5. Valencourt Construction Co., Inc. will not be responsible for: (a) damage to underground utilities in the construction area as covered by this quotation, whether these utilities were in place or installed after the date of this quotation, (b) damage to our work by others participating in the overall development; however, we will repair such damage on written instructions on a basis of cost plus 25%, (c) delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, inclement weather conditions, or other contingencies beyond our control.
6. Unless specifically included in the contract price, the cost of any surety bonds or permits will be added to the contract price.
7. ANY CONTRACT OR PURCHASE ORDER DIRECTED TO VALLENCOURT CONSTRUCTION CO., INC. as a result of or based upon this quotation MUST include reference to this quotation to become acceptable to Valencourt Construction Co., Inc.
8. Any payments not received as per contract shall bear interest at the rate of 1½% per month, and you also agree to pay Valencourt Construction Co., Inc.'s cost and expense of collection including reasonable attorney's fees whether or not a suit is filed.
9. VALLENCOURT CONSTRUCTION CO., INC. is an equal opportunity employer in accordance with 41 CFR-4.3(A), 60-250.4(M), AND 60-741.4(F).

**SCOPE OF WORK**

1. Milling 19,276sy at \$1.25	\$24,095.00
2. 1" FC-3 3,248sy at \$2.95	<u>9,581.60</u>
	<b>\$33,676.60</b>

Does not include traffic loops if necessary

The Additional 1"FC3 is from field measuring differing from plan quantity

We thank you for the privilege of quoting on the above described work.  
To indicate acceptance, please sign and return one copy.

**VALLENCOURT CONSTRUCTION CO., INC.**  
P. O. BOX 2112  
ORANGE PARK, FL 32067-2112

SIGNED: \_\_\_\_\_

BY:  \_\_\_\_\_

Michael A. Valencourt  
President

BY: \_\_\_\_\_

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

**Agenda Request For:** September 30, 2002

**Department:** Public Works - Engineering

**Fund:** 368 Capital Projects – Sadler Road

**Action Requested and Recommended:**

Staff requests approval of change order no. 1 to Vallencourt Construction Company, Inc. for necessary milling, resurfacing & restriping of Sadler Road and 14<sup>th</sup> Street.

**Funding Source:** Transfer funds from Reserve For Contingencies 68999599-599001 to Vallencourt Construction 68435541-563366

**Financial/Economic Impact to Future Years Budgeting Process or Effect on**

**Citizens:** Could have a potential impact on future County roadway projects.

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

Yes

**Reviewed By:**

**Legal:**

**Finance:**

**Coordinator:**



Walk to  
stop  
Need cover page  
10-1 w/ M + Ox signature  
called Dawn for cover page

**APPROVED**

DATE 9-30-02 JMB

02 SEP 24 PM 5:00

RECEIVED  
COUNTY COORDINATOR'S  
OFFICE

**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

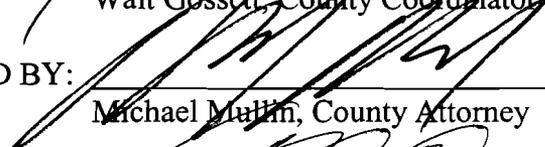
PROJECT: Sadler Road Widening, Phase II SUPP. AGREEMENT NUMBER: SA 006

DATE: December 9, 2002 CONTRACT NUMBER: NC004-00

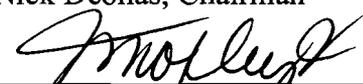
CONTRACTOR: Vallencourt Construction Company, Inc.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Supplemental Agreement/Change Order..	\$	<u>616,619.12</u>
Contract Sum Prior to This Supplemental Agreement.....	\$	<u>2,948,065.96</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>39,790.00</u>
New Contract Sum Including this Agreement.....	\$	<u>2,987,855.96</u>

APPROVED BY:  DATE: 12/12/02  
Walt Gossett, County Coordinator

APPROVED BY:  DATE: 12/12/02  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 12/18/02  
Nick Deonas, Chairman

APPROVED BY:  DATE: 12/18/02  
J.M. "Chip" Oxley, Jr., Clerk of Courts

**SUPPLEMENTAL AGREEMENT**

**Project No.** NC004-00

**Supplemental Agreement No.** SA006

**Project Name** Sadler Road Widening, Phase II

This agreement entered into this      day of                      20     by and between Nassau County, and Vallencourt Construction Company, Inc. "Contractor", and Great American Insurance Company "Surety", the same being supplementary to Contract No. NC004-00 by and between the parties aforesaid, dated April 23, 2001 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

1. Mill and resurface 1" approximately 200' north and south on Fletcher Avenue at the roundabout as required by FDOT in the amount of \$24,250.00 as shown in Vallencourt Constructions quotation dated October 15, 2002.
2. Increase contract by \$15,540.00 for the use of variable message boards from May 2002 through September 24, 2002 as required by County staff.

**Reason:**

1. To eliminate scaring on roadway caused by the removal of the temporary striping utilized during the construction of the roundabout at Sadler Road and Fletcher Avenue.
2. To ensure safety and awareness of the traveling public by advising of lane shifting during construction.

**Revised plan sheet No.** N/A

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC004-00, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

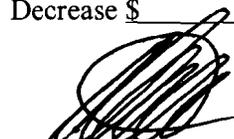
**Granted Time This Agreement:** 30 Days

**Net Change in Contract Amount This Agreement:**

Increase \$ 39,790.00

Decrease \$                     

**Executed By:**   
Nick D. Deonas, Chairman  
 County Coordinator                      Date 12/12/02

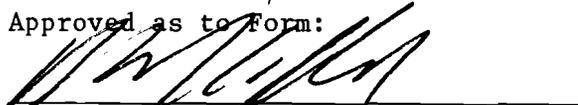
 1-9-03  
**VALLENCOURT CONSTRUCTION CO., INC.**  
 Contractor

 12-12-02  
 Project Manager                      Date

By **MICHAEL A. VALLENCOURT, PRES.**  
 Title                      Date                     

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

ATTEST  1-9-03  
 Title                      Date

Approved as to Form:  
  
 Michael S. Mullin  
 County Attorney

  
 Surety                      Date                       
Tom Locasale 1-9-03  
 Title Brown + Brown, Inc. Date

DA

**Agenda Request For:** December 11, 2002

**Department:** Capital Projects Administration

**Fund:** 368 Capital Projects – Sadler Road

**Action Requested and Recommended:**

During the construction of the roundabout at Sadler Road & Fletcher Avenue, traffic had to be diverted around the construction which was achieved by utilizing temporary striping on Fletcher Avenue. Since the FDOT does not allow painting over temporary markings, the lane markings were ground off of the existing pavement causing scaring of the asphalt.

FDOT is requiring the County to mill and overlay Fletcher Avenue in these areas. Staff has received a cost estimate from Vallencourt Construction to complete this work in the amount of \$24,250.00 and respectfully requests that the Board approve this additional out of scope work.

Staff also required Vallencourt Construction utilize variable message boards during the time traffic was being shifted in order to construct the roadway. These message boards were required from May through September 24, 2002. The message boards were required by Staff in order to ensure safety and awareness of the traveling public by advising of lane shifting during construction. Staff respectfully requests that the Board of County Commissioners approve the additional funding for this out of scope requirement from Staff in the amount of \$15,540.00 and authorize the Chairman to execute supplemental agreement 006 in the amount of \$39,790.00.

**Funding Source:** Budget Transfer from 68999599-599001 Reserve for Contingencies to 68435541-563366 Vallencourt Construction

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

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

**Reviewed By:**

**Legal:**

**Finance:**

**Coordinator:**

**APPROVED**

**DATE** 12/11/02  
CT

Discussing the roundabout at Sadler Road and Fletcher Avenue, the Contract Manager reported that DOT is requiring the County to mill and overlay portions of Fletcher Avenue to correct temporary measures taken during construction. In addition, Staff required Valencourt to use variable message boards as a safety precaution to alert the public of a lane shift during the construction period. The Board questioned Staff's requirement for the message boards and not seeking approval prior to its implementation. Following discussion, it was moved by Commissioner Samus and seconded by Commissioner Marshal to approve Change Order No. 6 from Valencourt Construction for out of scope work in the amount of \$24,250 for milling and overlay; and \$15,540 for out of scope work as required by Staff to utilize variable message boards; total change order \$39,790. Funding source was identified as a budget transfer from Reserve for Contingencies to Valencourt Construction account. The vote on the motion carried unanimously.

**CHANGE ORDER APPROVAL FORM**

PROJECT: Sadler Road Widening, Phase II

CHANGE ORDER NUMBER: 01

DATE: October 10, 2002

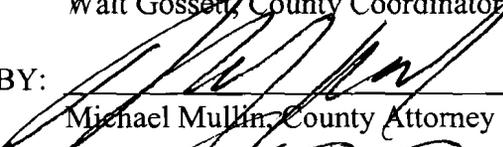
CONTRACT NUMBER: NC004-00

TO CONTRACTOR: Vallencourt Construction Company, Inc.

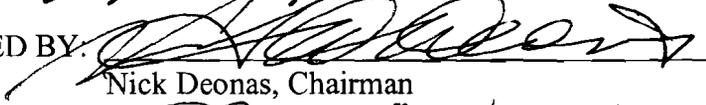
Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>462,344.80</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,793,791.64</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>19,299.32</u>
New Contract Sum Including this Change Order.....	\$	<u>2,813,090.96</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: 10/13/02

County   
 Contractor   
 Field   
 Other

**CHANGE ORDER REQUEST**

PROJECT: Sadler Road Widening, Phase II CHANGE ORDER NUMBER: 01

DATE: September 24, 2002

CONTRACT NUMBER: NC004-00

TO CONTRACTOR: Vallencourt Construction Co., Inc.

P.O. Box 2112, Orange Park, Florida 32067

The contract is changed as follows:

Additional Cost to Complete Milling, Resurfacing and Restriping of Sadler Road From Sta. 10+00± (A1A to to Sta. 22+00) & 14<sup>th</sup> Street from Sadler Road (Sta. 10+00 ±) to Sta. 40+00± - Total Area 29,276 SY

Milling of Existing Asphalt	29,276SY @ \$.77/SY	\$22,542.52
1" FC-3 Friction Course	3,248SY @ \$2.85/SY	9,256.80
Delete Item #11 Milling Cont.	10,000SY @ \$1.25/SY	(12,500.00)
<b>Total Additional Cost</b>		<b>\$19,299.32</b>

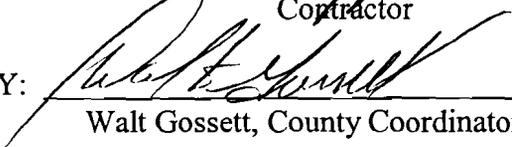
Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>462,344.80</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,793,791.64</u>
 Amount of This Change Order (Add/Deduct).....	\$	<u>19,299.32</u>
 New Contract Sum Including this Change Order.....	\$	<u>2,813,090.96</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



**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 :** September 24, 2002

**SUBJECT :** Sadler Road Widening – Phase II  
Request For Approval of Change Order No. 1 to  
Vallencourt Construction Company, Inc.

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As requested by the Board of County Commissioners on August 12, 2002, Staff brought back to the Board on August 19, 2002 information requested with respect to Change Order No. 1 to Vallencourt Construction (see attached meeting minutes). However, nowhere in the minutes was approval of the change order discussed.

Staff requests that the Board of County Commissioners approve said Change Order No. 1 in the amount of \$19,299.32 for the necessary milling, resurfacing and restriping of Sadler Road and 14<sup>th</sup> Street as previously discussed. Staff also requests approval for the utilization of Reserve For Contingency funds Acct. # 68999599-599001 to cover said change order.

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: Sadler Road Widening, Phase II

CHANGE ORDER NUMBER: 02

\_\_\_\_\_

DATE: October 10, 2002

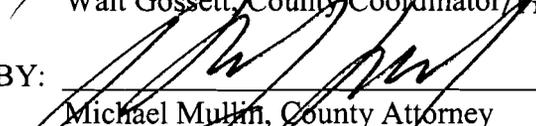
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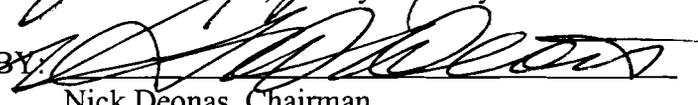
CONTRACT NUMBER: NC004-00

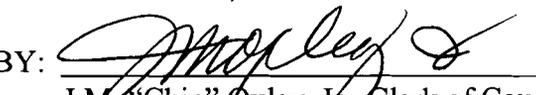
TO CONTRACTOR: Vallencourt Construction Company, Inc.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>481,644.12</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,813,090.96</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>2,800.00</u>
New Contract Sum Including this Change Order.....	\$	<u>2,815,890.96</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: Sadler Road Widening, Phase II CHANGE ORDER NUMBER: 02

DATE: September 24, 2002

CONTRACT NUMBER: NC004-00

TO CONTRACTOR: Vallencourt Construction Co., Inc.

P.O. Box 2112, Orange Park, Florida 32067

The contract is changed as follows:

Miscellaneous paving at Sliders for a Lump Sum price of \$2,800.00. Work authorized by the Board of County Commissioners on August 30, 2002.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>481,644.12</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,813,090.96</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>2,800.00</u>
New Contract Sum Including this Change Order.....	\$	<u>2,815,890.96</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: *Kurt Baygert*  
Contractor

DATE: 10/10/02

APPROVED BY: *Walt Gossett*  
Walt Gossett, County Coordinator/Project Manager

DATE: 10/11/02

**SUPPLEMENTAL AGREEMENT**  
**APPROVAL FORM**

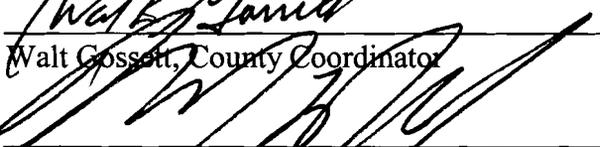
PROJECT: Sadler Road Widening, Phase II SUPP. AGREEMENT NUMBER: SA 005

DATE: January 22, 2003 CONTRACT NUMBER: NC004-00

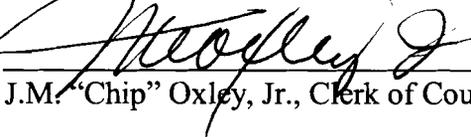
CONTRACTOR: Vallencourt Construction Company, Inc.

Original Contract Sum.....	\$	<u>2,331,446.84</u>
Net Change by Previous Supplemental Agreement/Change Order..	\$	<u>481,644.12</u>
Contract Sum Prior to This Supplemental Agreement.....	\$	<u>2,813,090.96</u>
Amount of This Agreement (Add/Deduct).....	\$	<u>120,175.00</u>
New Contract Sum Including this Agreement.....	\$	<u>2,933,265.96</u>

APPROVED BY:  DATE: 1-23-03  
Walt Gossett, County Coordinator

APPROVED BY:  DATE: 1-27-03  
Michael Mullin, County Attorney

APPROVED BY:  DATE: 1-23-03  
Nick D. Deonas, Chairman

APPROVED BY:  DATE: 1-27-03  
J.M. "Chip" Oxley, Jr., Clerk of Courts

**SUPPLEMENTAL AGREEMENT**

**Project No.** NC004-00 **Supplemental Agreement No.** SA005  
**Project Name** Sadler Road Widening, Phase II

This agreement entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_ by and between Nassau County, and Vallencourt Construction Company, Inc. "Contractor", and Great American Insurance Company "Surety", the same being supplementary to Contract No. NC004-00 by and between the parties aforesaid, dated April 23, 2001 for the construction or improvement of the road(s) assigned the project number(s) above, in Nassau County, Florida.

**Description of proposed change:**

Install mast arm signalization at the intersection of Sadler Road, Citrona Drive & Will Hardee Road in lieu of span wire signalization as called for in the construction plans. Change was approved by the Board of County Commissioners on October 21, 2002.

**Reason:**

Mast arms are mandated by the Nassau County Comprehensive Plan due to the fact the signalized intersection is located within a Coastal High Hazard Area.

**Revised plan sheet No.** See New Plan Sheets T1 through T14

It is agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. NC004-00, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.

The County and the Contractor agrees that the contract time adjustment and sum agreed to in this Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

**Granted Time This Agreement:** 175 Days

**Net Change in Contract Amount This Agreement:**

Increase \$ 120,175.00

Decrease \$ \_\_\_\_\_

**Executed By:**

[Signature] 1-23-03  
County Coordinator Date

[Signature] 1-27-03  
Project Manager Date

Attest: [Signature]  
J.M. "Chip" Oxley, Jr., Ex-officio Clerk

Approved as to Form:

[Signature]  
Michael S. Mullin  
County Attorney

[Signature] 1-9-03  
Contractor VALLENCOURT CONSTRUCTION CO., INC.

By MICHAEL A. VALLENCOURT, PRES.  
Title Date

ATTEST [Signature] 1-9-03  
Title Date

[Signature]  
Surety Date

Tom Locasale 1-9-03  
Title Brown + Brown, Inc. Date

10-21-02

The group discussed a change order from Vallenecourt Construction for out of scope work to manufacture and install a mast arm signalization at the intersection of Sadler Road and Will Hardee/Citrona. Commissioner Samus questioned why this item was not included in the original bid process. Mr. Gossett commented that there was no written record as to why this item was not included in the bid package, which was prepared by Gee and Jensen, the design engineer. Commissioner Samus motioned to request the design engineer to provide a report at the next possible meeting as to why this item was omitted from the original bid package and an explanation of the charges. Mr. Gossett commented that the mast arm is mandated in the Comprehensive Plan because it is located in a Coastal High Hazard Area. Commissioner Samus amended her motion to pay the invoice from contingencies. Following clarification of the request, Commissioner Samus withdrew her motion. It was then moved by Commissioner Samus, seconded by Commissioner Marshall and unanimously carried to approve and authorize the Chairman to sign the change order for Vallenecourt Construction for out of scope work to manufacture and install the mast arm for signalization at the intersection of Sadler Road and Will Hardee/Citrona in the amount of \$ 132,175; and ask the design engineer to appear before the Board to explain why this item was omitted from the original bid package.

**VALLENCOURT CONSTRUCTION CO., INC**

P. O. BOX 2112 \* ORANGE PARK, FL 32067 \* 904-4485 FAX: 904-8022

October 15, 2002

Mr. Ken Fern  
 Nassau County Public Works  
 213 Nassau Place  
 Yulee, FL 32097

RE: Plant with Signification at Sadler and 14<sup>th</sup> St.

1. This is offered for acceptance within (30) days from date shown above, after which date it will be subject to reconfirmation or rejection. When duly executed by you and delivered to us it shall constitute a legal contract binding both parties, subject only to your oral approval by Valencourt Construction Co., Inc.
2. Terms of Payment: Monthly progress payments.
3. The work covered by this quotation will be only that specifically outlined herein and to provide a price for the work in accordance with plans and specifications as furnished. Any change in the work or work not covered in this quotation will be considered as extra work and will be subject to further negotiation. Where there is a variance between the plans and specifications and the quotation, the price quoted will be only for the work as outlined in the quotation.
4. The removal of unstable material such as mud, man, clay, etc. or the replacement of chain fill is not included in this quotation unless specifically stated herein.
5. Valencourt Construction Co., Inc. will not be responsible for: (a) damage to underground utilities in the construction area as covered by this quotation, whether these utilities were in place or installed after the date of the quotation, (b) damage to our work by others participating in the overall development; however, we will repair such damage or install restorations on a basis of cost plus 25%, (c) damage in connection caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, inclement weather, conditions, or other contingencies beyond our control.
6. Unless specifically included in the contract price, the cost of any surety bonds or permits will be added to the contract price.
7. ANY CONTRACT OR PURCHASE ORDER DIRECTED TO VALLENCOURT CONSTRUCTION CO., INC. as a result of or based upon the quotation MUST include reference to this quotation to become acceptable to Valencourt Construction Co., Inc.
8. Any payments not received as per contract shall bear interest at the rate of 1 1/2% per month, and you also agree to pay Valencourt Construction Co., Inc.'s cost and expense of collection including reasonable attorney's fees whether or not a suit is filed.
9. VALLENCOURT CONSTRUCTION CO., INC. is an equal opportunity employer in accordance with 41 CFR 101-5.6, 20-250.409, and 20-251.45.

**SCOPE OF WORK**

As requested the following are the prices for the signal modifications at Sadler and 14<sup>th</sup>.

1. Mobilization	\$ 2,500.00
2. New mast arm signification	\$123,175.00
3. MOT with off duty Law Enforcement	\$ 6,500.00
<b>Total Price</b>	<b>\$132,175.00</b>

Please note that the item 53 of part A "Roadway Construction" was not utilized and therefore the \$32,000.00 is still yours. Thank you for timely response on this matter due to a long delivery time for these items.

We thank you for the privilege of quoting on the

above described work.

To indicate acceptance, please sign and return one copy to Nassau County Board of County Commissioners

SIGNED: BY:

Chairman

Michael A. Valencourt  
 President

Approved as to Form: \_\_\_\_\_

Attest: \_\_\_\_\_

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

VALLENCOURT CONSTRUCTION CO., INC.

P. O. BOX 2112

ORANGE PARK, FL 32067-2112

**APPROVED**

DATE 10-21-02

J.M. "Chip" Oxley, Jr., Ex-Officio Clerk Michael S. Mullin, County Attorney

The group discussed a change order from Valencourt Construction for the intersection of Sadler Road and Will Hardee/Citrona. Commissioner Samus questioned why this item was not included in the original bid process. Mr. Gossett commented that there was no written record as to why this item was not included in the bid package, which was prepared by Gee and Jensen, the design engineer. Commissioner Samus motioned to request the design engineer to provide a report at the next possible meeting as to why this item was omitted from the original bid package and an explanation of the charges. Mr. Gossett commented that the mast arm is mandated in the Comprehensive Plan because it is located in a Coastal High Hazard Area. Commissioner Samus amended her motion to pay the invoice from contingencies. Following clarification of the request, Commissioner Samus withdrew her motion. It was then moved by Commissioner Samus, seconded by Commissioner Marshall and unanimously carried to approve and authorize the Chairman to sign the change order for Valencourt Construction for out of scope work to manufacture and install a mast arm signalization at the intersection of Sadler Road and Will Hardee/Citrona. Commissioner Samus questioned why this item was not included in the original bid process. Mr. Gossett commented that there was no written record as to why this item was not included in the bid package, which was prepared by Gee and Jensen, the design engineer. Commissioner Samus motioned to request the design engineer to provide a report at the next possible meeting as to why this item was omitted from the original bid package and an explanation of the charges. Mr. Gossett commented that the mast arm is mandated in the Comprehensive Plan because it is located in a Coastal High Hazard Area. Commissioner Samus amended her motion to pay the invoice from contingencies. Following clarification of the request, Commissioner Samus withdrew her motion. It was then moved by Commissioner Samus, seconded by Commissioner Marshall and unanimously carried to approve and authorize the Chairman to sign the change order for Valencourt Construction for out of scope work to manufacture and install the mast arm for signalization at the intersection of Sadler Road and Will Hardee/Citrona in the amount of \$ 132,175; and ask the design engineer to appear before the Board to explain why this item was omitted from the original bid package.

# VALLENCOURT CONSTRUCTION CO., INC.

P. O. BOX 2112 \* ORANGE PARK, FL 32067 \* 384-4488 FAX:264-6022

August 29, 2002

Mrs. Dawn Stevens  
Nassau County Public Works  
213 Nassau Place  
Valise, FL 32097

RE: Paving at Sadler Rd.

1. This is offered for acceptance within (30) days from date shown above, after which time it will be subject to recommitment or negotiation. When duly executed by you and delivered to us it shall constitute a legal contract binding both parties, subject only to your check approval by Valencourt Construction Co., Inc.

2. Terms of Payment: Monthly progress payments.

3. The work covered by the quotation will be only that specifically outlined herein and to provide a price for the work in accordance with plans and specifications as furnished. Any change in the work or work not covered in this quotation will be considered as extra work and will be subject to further negotiation. Where there is a variance between the plans and specifications and this quotation, the price quoted will be only for the work as outlined in this quotation.

4. The removal of unusable material such as truck, man, day, etc. or the replacement of them will be not included in this quotation unless specifically stated herein.

5. Valencourt Construction Co., Inc. will not be responsible for (a) damage to underground utilities in the construction area as covered by this quotation, whether these utilities were in place or installed after the date of this quotation, (b) damage to our work by others participating in the overall development however, we will repair such damage on written instructions on a basis of cost plus 25%, (c) damage in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, inclement weather conditions, or other contingencies beyond our control.

6. Unless specifically included in the contract price, the cost of any survey, bonds or permits will be added to the contract price. ANY CONTRACT OR PURCHASE ORDER REFERRED TO VALLENCOURT CONSTRUCTION CO., INC. as a result of or based upon this quotation MUST include reference to this quotation to become acceptable to Valencourt Construction Co., Inc.

7. Any payments not received as per contract shall bear interest at the rate of 1 1/2% per month, and you also agree to pay Valencourt Construction Co., Inc. a cost and expense of collection including reasonable attorney's fees whether or not a suit is filed.

8. VALLENCOURT CONSTRUCTION CO., INC. is an equal opportunity employer in accordance with 41 CFR 1.301-4(a), 60-822-4(w), and 60-741-4(f).

## SCOPE OF WORK

1. Miscellaneous paving at Sadlers.

Lump Sum Price \$2,800.00

VALLENCOURT CONSTRUCTION CO., INC.  
P. O. BOX 2112  
ORANGE PARK, FL 32067-6112

No Thank you for the privilege of quoting on the above described work.  
To indicate acceptance, please sign and return one copy.

SIGNED:

BY:

Richard A. Valencourt  
President

DATE:

**Agenda Request For:** September 30, 2002

**Department:** Public Works - Engineering

**Fund:** 368 Capital Projects – Sadler Road

**Action Requested and Recommended:**

Staff requests approval of change order no. 2 to Vallencourt Construction Company, Inc. for miscellaneous paving at Sliders at previously authorized by the Board on August 30, 2002.

**Funding Source:** Transfer funds from Reserve For Contingencies 68999599-599001 to Vallencourt Construction 68435541-563366

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

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

**Reviewed By:**

**Legal:**

**Finance:**

**Coordinator:**

02 SEP 24 PM 5:00

RECORDED  
COUNTY COORDINATORS  
OFFICE



**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 :** September 24, 2002

**SUBJECT :** Sadler Road Widening, Phase II  
Request For Change Order to Vallencourt Construction

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On August 30, 2002 the Board of County Commissioner authorized Vallencourt Construction Company, Inc. to perform miscellaneous paving at Sliders in the amount of \$2,800.00. See attached minutes from the August 30, 2002 meeting.

Staff respectfully requests that the Board of County Commissioners approve change order no. 2 to Vallencourt Construction Company, Inc. in the amount of \$2,800.00 for the miscellaneous paving at Sliders as previously authorized on August 30, 2002. Staff also requests approval for the utilization of Reserve For Contingency funds Acct. # 68999599-599001 to cover said change order.

YULEE, FLORIDA  
AUGUST 30, 2002

The Nassau County Board of County Commissioners met in Special Session this 30<sup>th</sup> day of August 2002 at 9:00 A.M. Present were Chairman Nick D. Deonas and Commissioners David C. Howard, Willie Samus, Floyd L. Vanzant, and Marianne Marshall. Also present were Walter D. Gossett, County Coordinator; Michael S. Mullin, County Attorney; and Joan Blanchard, Executive Assistant.

09:13 The Chairman called the meeting to order and explained that the purpose of the meeting was to continue a review of the proposed Budget for Fiscal Year 2002-03.

09:14 Requesting to expand the meeting, Mr. Gossett reported that FDOT has denied a request for a curb cut for Sliders on the roundabout at Sadler Road and Fletcher Avenue. He commented that if the owners of Sliders do not pursue an appeal, or file and are not successful, the proposed landscaping plan could potentially block the business's delivery area. It was moved by Commissioner Marshall, seconded by Commissioner Howard and unanimously carried to expand the meeting to consider the curb cut and landscaping issue at the roundabout on Sadler Road and Fletcher Avenue. Commissioner Marshall motioned for the Board to send a letter to FDOT in support of the curb cut

as proposed and to ask Mr. D'Amato, who was instrumental in preparing the plan and parking design for the City of Fernandina Beach, accompany her to meet with FDOT officials. Commissioner Samus seconded the motion for discussion and requested Commissioner Marshall withhold the motion until more details are presented. Commissioner Marshall withdrew her motion, and Commissioner Samus withdrew her second. Mr. Gossett reviewed the original roadway and landscape plan as well as the proposed revision that would allow Sliders to access the loading dock. In addition, he reviewed how concerns as requested by other businesses affected by the landscaping issues, were addressed. He noted that landscaping specifications have not been released for bid and could be considered by the Board for the Cooperative Extension Master Gardening Program. Following discussion and upon the recommendation of the County Coordinator, it was moved by Commissioner Marshall, seconded by Commissioner Samus and unanimously carried to authorize a change in the scope of work in the contract with Vallencourt Construction in the amount of \$2,800 for paving a section from the sidewalk to the property line, tapered where the stormwater flow would enter the drain. The Board continued a discussion of safety issues and questioned the reason for FDOT's denial of the

curb cut. At the request of the County Attorney the group discussed negotiation versus fact-finding issues regarding the specifics of the roundabout as it relates to the Sunshine Law and Commissioner Marshall's proposed meeting with FDOT officials. It was then moved by Commissioner Samus to send a letter to FDOT officials in support of the proposed curb cut plan in the roundabout and for Commissioner Marshall to accompany the letter on a fact-finding meeting with FDOT officials to determine why the plan was denied. Commissioner Howard seconded the motion and the vote carried unanimously.

09:35 Ms. Debbie Henries, Director of Administrative Services, stated that the Board would review the County Transportation Fund and not-for-profit agencies, and several representatives of not-for-profit agencies were present to address the Board.

09:38 Ms. DeeAnn Barton representing Access in Motion appeared before the Board to request support in the amount of approximately \$30,000 to meet the needs of severely disabled citizens that are not presently being addressed. It is her goal to be a resource for specific information and needs, as well as address and resolve specific complaints.