

A G R E E M E N T

THIS AGREEMENT entered into this 30th day of October, 2006, 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 **KBT CONTRACTING CORPORATION**, doing business as (a Florida corporation), hereinafter referred to as "Contractor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids, for the construction of the John Muir Ecological Park, on September 7, 2006 at 2:00 p.m.; and

WHEREAS, the Board of County Commissioners of Nassau County, in consideration of the lowest bid, approved to award the bid to KBT Contracting Corporation on October 23, 2006

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 the construction of the John Muir Ecological Park, 463045 State Road 200, Yulee, Florida 32097, Nassau County, Florida, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, installation of an elevated timber walkway, 6' wide x (approx.) 485 linear feet with four (4) viewing areas, 10'x10'; Concrete sidewalk, 5' wide x (approx.) 615 linear feet; One (1) accessible concrete-paved parking space; Grass-paved parking and drive area approx. 9,914 feet square; Tree protection and landscaping; Potable water from the utility company (JEA Water Division); Underground 150 amp electrical service to Cortez restroom building; On-site sewage treatment system (septic tank and drain field).

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 **180 consecutive calendar days**, and fully complete the Project in a total of

225 consecutive calendar days after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents. Substantially complete shall be defined as the issuance of a Certificate of Completion.

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 Article 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) 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 Bid, to-wit:

Five Hundred and thirty-eight thousand, eight hundred dollars and no cents (\$538,800.00)
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident

Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

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

5. ~~The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The provision for the Owner to make payment for an invoice within forty five (45) days, pursuant to Article 218.70, Florida Statutes, the Florida Prompt Payment Act, starts from the date the invoice is received in the finance office of the Clerk of Court for Nassau County. within twenty-five (25) business days, pursuant to Article 218.735, Florida Statutes, the Florida Prompt Payment Act, after the date on which the payment request or invoice is stamped as received by the County.~~

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

- a. Agreement
- b. Bid Form
- c. Public Entity Crime Sworn Statement
- d. Notice of Award
- e. Notice to Proceed
- f. Change Order Request
- g. Performance Bond/Payment Bond
- h. Hold Harmless Agreement
- i. General Conditions
- j. Specifications prepared by the Engineer
(under separate cover)
- k. Drawings (under separate cover)

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

8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

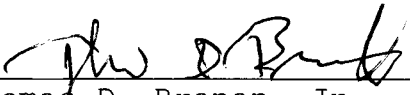
9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-

appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

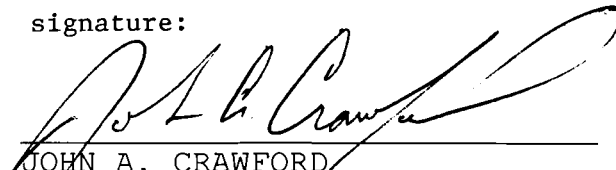
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



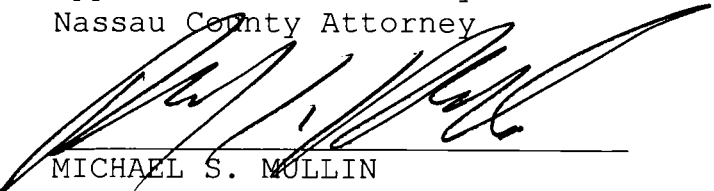
Thomas D. Branan, Jr.
Its: Chairman

ATTEST: as to Chairman's
signature:



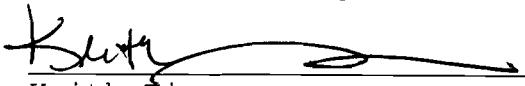
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

KBT Contracting Corporation



Keith Timmons
Its: President



FIRST SEALORD SURETY, INC.

Principal Office
33 Rock Hill Road
Bala Cynwyd, PA 19004
610.664.2324

PERFORMANCE BOND

Bond No. 06-6871-PP

KNOW ALL MEN BY THESE PRESENTS that we, KBT Contracting, Inc.

5105 Blanding Blvd. Jacksonville, Florida 32205

as Principal (hereinafter called Contractor), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto

Nassau County Board of County Commissioners

Post Office Box 1010, Fernandina Beach, Florida 32035-1010

as Oblige (hereinafter called Owner), in the amount of Five Hundred and Thirty Eight Thousand, Eight

Hundred Dollars no/100ths Dollars (\$ \$538,800.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated October 30, 2006 (dated no later than this bond), entered into a contract with Owner for Construction of John Muir Ecological Park

the total contract amount being \$538,800.00 and in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default and terminated under the Contract, Owner having performed Owner's obligations thereunder, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if Owner elects, upon determination by Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the heirs, executors, administrators or successors ofwner.

Signed, sealed and dated this 8th day of November, 20 06.

KBT Contracting, Inc.

PRINCIPAL

(Seal)

Charlotte Young
(Witness)

By:

Kim Z. PRES.
(Title)

FIRST SEALORD SURETY, INC.

Carol A. Hopson
(Witness)

By:

Carol A. Hopson
(Attorney-in-Fact)



FIRST SEALORD SURETY, INC.

Principal Office
33 Rock Hill Road
Bala Cynwyd, PA 19004
610.664.2324

LABOR & MATERIAL PAYMENT BOND

Bond No. 06-6871-PP

KNOW ALL MEN BY THESE PRESENTS that we, **KBT Contracting, Inc.**
5105 Blanding Blvd. Jacksonville, Florida 32205

as Principal (hereinafter called Principal), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto Nassau County
Board of County Commissioners - Post Office Box 1010, Fernandina Beach, Florida 32035-1010

as Oblige (hereinafter called Owner), for the use and benefit of claimants as herein below defined, in the amount of
Five Hundred Thirty Eight Thousand Eight Hundred Dollars no/100ths Dollars (\$ \$538,800.00)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated October 30, 2006 (dated no later than this bond), entered into a contract with Owner for Construction of John Muir Ecological Park

the total contract amount being \$538,800.00 in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with Principal or with a Subcontractor of Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with Principal, shall have given written notice to any two of the following: Principal, Owner, or 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 notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Principal, Owner, or Surety, at any place where an office is regularly maintained for the transactions of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which the claimant last supplied labor or material or both, used or reasonably required for use in the performance of the Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed, sealed and dated this 8th day of November, 20 06.

KBT Contracting, Inc.

PRINCIPAL

(Seal)

G. Lynn Thomas
(Witness)

By: [Signature]
PRESIDENT (Title)

FIRST SEALORD SURETY, INC.

R. Daniel Hopson
(Witness)

By: Carol A. Hopson
Carol A. Hopson (Attorney-in-Fact)

First Sealord Surety, Inc.
Power of Attorney

Power No: MCO-0039-06-02869

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint **Carol A. Hopson Of Jacksonville, Florida**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** **Not To Exceed Four Million Dollars** ----- (\$4,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

- Notary Public

Notarial Seal
Anthony T. Stewart, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires August 5, 2006

Member, Pennsylvania Association Of Notaries

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 8th day of November, 2006

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 06-6871-PP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg, Secretary

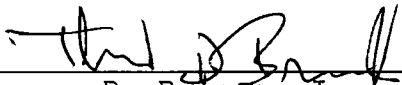
NOTICE TO PROCEED

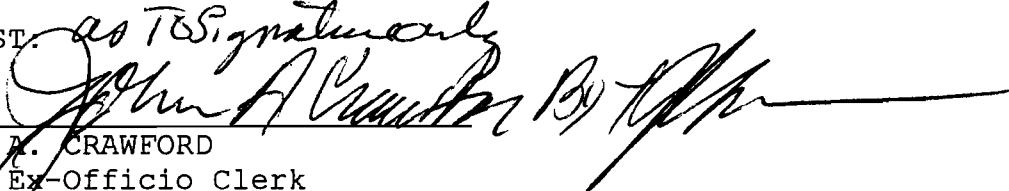
To: KBT Contracting, Inc. Date: 11/09/06
5105 Blanding Blvd. Project: Bid No. NC06-036
Jacksonville, FL 32205

You are hereby notified to commence work in accordance with the Agreement dated the 30th day of October, 2006, on or before the 9th day of November, 2006, and you are to substantially complete the Work within 180 consecutive calendar days, and fully complete the Project in a total of 225 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore 06/22/07.

OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


Thomas D. Branan, Jr.
Its: Chairman

ATTEST. *as T&S signature only*

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

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

KBT CONTRACTING, this 9 day of
NOVEMBER, 2006.

KBT CONTRACTING
By: [Signature]
Its: PRESIDENT

NOTICE OF AWARD

TO: KBT Contracting, Corp.
5105 Blanding Blvd.
Jacksonville, Florida 32205- 32210

PROJECT DESCRIPTION:

John Muir Ecological Park
463045 SR200, Yulee, Florida 32097
Nassau County, Florida

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated 09/07/06, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 538,800.00.

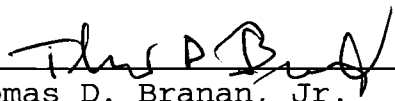
You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

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

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

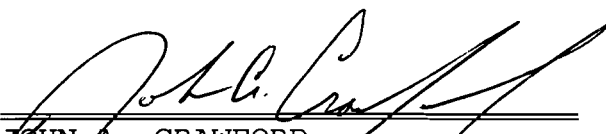
DATED this 23rd day of October, 2006.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




Thomas D. Branan, Jr.
Its: Chairman

ATTEST: as to Chairman's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

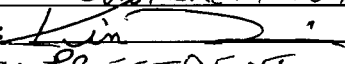


MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

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

Keith Timmons, this 26th day of
October, 2006.

KBT CONTRACTING, CORP
By: 
Its: PRESIDENT

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Tracking number 846399462279
Signed for by J.ANDERSON
Ship date Nov 1, 2006
Delivery date Nov 3, 2006 8:53 AM
Status Delivered

Delivered to
Service type

Receptionist/Front Desk
Priority Envelope

Wrong Address?
Reduce future mistal
[FedEx Address Chec](#)

Tracking a FedEx Sr
Shipment?
[Go to shipper login](#)

Date/Time	Activity	Location	Details
Nov 3, 2006	8:53 AM Delivered		
	8:13 AM On FedEx vehicle for delivery	JACKSONVILLE, FL	
Nov 2, 2006	2:48 PM At local FedEx facility	JACKSONVILLE, FL	
	12:55 PM Delivery exception	JACKSONVILLE, FL	Customer not available or business closed
	9:13 AM Delivery exception	JACKSONVILLE, FL	Customer not available or business closed
	7:38 AM On FedEx vehicle for delivery	JACKSONVILLE, FL	
	7:20 AM At local FedEx facility	JACKSONVILLE, FL	
Nov 1, 2006	10:44 PM Arrived at FedEx location	MEMPHIS, TN	
	10:09 PM At local FedEx facility	JACKSONVILLE, FL	
	9:00 PM At dest sort facility	JACKSONVILLE, FL	
	8:19 PM Left origin	JACKSONVILLE, FL	
	6:20 PM Picked up	JACKSONVILLE, FL	

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Your Name:

Your E-mail Address:

E-mail address

Language

Exception
updates

Delivery
updates

<input type="text"/>	<input type="text" value="English"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text" value="English"/>	<input type="checkbox"/>	<input type="checkbox"/>

FedEx
Tracking
Number

8463 9946 2279

Sender's Copy

1 From Please print and press hard.Date **11-1-06**Sender's FedEx
Account Number**1655-6271-2**Sender's
Name **John A. Crawford, Clerk** Phone **(904) 548-4600**Company **BOARD OF COUNTY COMMISSIONERS**Address **76347 VETERANS WAY**City **YULEE** State **FL** ZIP **32097****2 Your Internal Billing Reference**First 24 characters will appear on invoice.**3 To**Recipient's
Name **MR. KEITH TIMMONS** Phone ()Company **KBT CONTRACTING, CORP**Address **5105 BLANDING BOULEVARD**To "HOLD" at FedEx location, print FedEx address.We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

City **JACKSONVILLE** State **FL** ZIP **32210****Try online shipping at fedex.com**By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.**Questions? Visit our Web site at fedex.com**or call 1.800.Go.FedEx® 800.463.3339.**0277314899****4a Express Package Service****Packages up to 150 lbs.**
Delivery commitment may be later in some areas.☒ **FedEx Priority Overnight**
Next business morning☐ **FedEx Standard Overnight**
Next business afternoon☐ **FedEx First Overnight**
Earliest next business morning
delivery to select locations☐ **FedEx 2Day**
Second business day
FedEx Envelope rate not available. Minimum charge: One-pound rate☐ **FedEx Express Saver**
Third business day**4b Express Freight Service****Packages over 150 lbs.**
Delivery commitment may be later in some areas.☐ **FedEx 1Day Freight***
Next business day☐ **FedEx 2Day Freight**
Second business day☐ **FedEx 3Day Freight**
Third business day* Call for Confirmation.**5 Packaging*** Declared value limit \$500☒ **FedEx Envelope***☐ **FedEx Pak***
Includes FedEx Small Pak, FedEx
Large Pak, and FedEx Sturdy Pak☐ **Other****6 Special Handling**Include FedEx address in Section 3.☐ **SATURDAY Delivery**
Available ONLY for
FedEx Priority Overnight, FedEx 2Day,
FedEx 1Day Freight, and FedEx 2Day
Freight to select ZIP codes☐ **HOLD Weekday**
at FedEx Location
NOT Available for
FedEx First Overnight☐ **HOLD Saturday**
at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations**Does this shipment contain dangerous goods?**One box must be checked.☒ **No**☐ **Yes**
As per attached
Shipper's Declaration☐ **Yes**
Shipper's Declaration
not required☐ **Dry Ice**
Dry Ice, 9, UN 1845 x kgDangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging.☐ **Cargo Aircraft Only****7 Payment Bill to:**Enter FedEx Acct. No. or Credit Card No. below.☒ **Sender**
Acct. No. in Section
1 will be billed.☐ **Recipient**☐ **Third Party**☐ **Credit Card**☐ **Cash/Check**FedEx Acct. No.
Credit Card No.Exp.
Date**Total Packages****Total Weight****Total Declared Value†**

\$.00

†Our liability is limited to \$100 unless you declare a higher value. See back for details.FedEx Use Only**8 Release Signature**Sign to authorize delivery without obtaining signature.By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.**447**SRS•Rev Date 5/03•Part #157610•©1994-2003 FedEx•PRINTED IN U.S.A.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.

Nassau County
Department of Building Maintenance

☐ County
☐ Contractor
☐ Field
☐ Other

CHANGE ORDER REQUEST

PROJECT: John Muir Ecological Park

CHANGE ORDER: 1

SCOPE: Additional Observation Area

DATE: 1/24/07

CONTRACT NUMBER: NC06-035

TO: CONTRACTOR: KBT Contracting Corp

5105 Blanding Blvd., Jacksonville, Fl 32210

The Contract is changed as follows:

Original Contract Sum \$ 538,800.00

Net Change by Previous Change Order \$ -0-

Contract Sum Prior to this Change Order \$ 538,800.00

Amount of This Change Order (Add /Deduct) \$ -0-

New Contract Sum, including This Change Order \$ 538,800.00

This Contract Time for substantial completion will be unchanged.

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

RECOMMENDED BY: Daniel Salmon DATE: 2-2-07
Project Manager

ACCEPTED BY: [Signature] DATE: 1/24/07
Contractor

APPROVED BY: [Signature] DATE: 1/26/07
Board of County Commissioners
Or their Designee

CHANGE ORDER APPROVAL FORM

PROJECT: John Muir Ecological Park

CHANGE ORDER NUMBER: 01

DATE: 01/26/07

CONTRACT NUMBER: _____

TO CONTRACTOR: KBT Contracting Corp.

Reason for Change Order:

Additional observation area - installed at no cost to the County

Original Contract Sum.....	\$	<u>538,800.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>538,800.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>.00</u>
New Contract Sum Including this Change Order.....	\$	<u>538,800.00</u>

APPROVED BY: _____

Michael Mahoney, County Administrator

DATE: _____

APPROVED BY: _____

Michael Mullin, County Attorney

DATE: 2-15-07

APPROVED BY: _____

Jim B. Higginbotham, Chairman

DATE: 2-15-07

APPROVED BY: _____

John A. Crawford, Clerk of Courts

DATE: 2-23-07

**Nassau County
Department of Building Maintenance**

☐ County
☐ Contractor
☐ Field
☐ Other

CHANGE ORDER REQUEST

PROJECT: John Muir Ecological Park

CHANGE ORDER: 1

SCOPE: Additional Observation Area

DATE: 1/24/07

CONTRACT NUMBER: NC06-035

TO: CONTRACTOR: KBT Contracting Corp
5105 Blanding Blvd., Jacksonville, FL 32210

The Contract is changed as follows:

Original Contract Sum	\$ <u>538,800.00</u>
Net Change by Previous Change Order	\$ <u>-0-</u>
Contract Sum Prior to this Change Order	\$ <u>538,800.00</u>
Amount of This Change Order (Add /Deduct)	\$ <u>-0-</u>
New Contract Sum, including This Change Order	\$ <u>538,800.00</u>

This Contract Time for substantial completion will be unchanged.

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

RECOMMENDED BY: _____ DATE: _____
Project Manager

ACCEPTED BY: [Signature] DATE: 1/24/07
Contractor

APPROVED BY: [Signature] DATE: 1/26/07
Board of County Commissioners
Or their Designee

Charlotte Young

From: Joyce Bradley
Sent: Wednesday, February 14, 2007 8:46 AM
To: Charlotte Young
Subject: RE: John Muir

1-26-07

3:13 The County Administrator gave a brief overview on the John Muir Ecological Park project. Daniel Salmon, Building Maintenance Director, came forward to give a brief explanation regarding the viewing area on the south side, moving the viewing area on the west side to the east side in order to keep from removing two large trees on the west side, and the contractor's offer to install an additional viewing area. Mr. Salmon responded to a question from Chairman Higginbotham stating that all state agencies have approved the recommendations. It was moved by Commissioner Marshall, seconded by Commissioner Holloway and unanimously carried to approve Change Order Request #1 for the contractor KBT Contracting Corp., to add an additional observation area at no cost to Nassau County.

-----Original Message-----

From: Charlotte Young
Sent: Friday, February 02, 2007 3:53 PM
To: Joyce Bradley
Subject: RE: John Muir

Do you have the minutes from the BOCC meeting when the "Change Order Request" was approved? If the motion was to approve the change order request then I can just acquire the appropriate signatures on the "Change Order Approval form (see attached). If the minutes do not reflect the BOCC approval then I'll have to get it on the agenda.

-----Original Message-----

From: Joyce Bradley
Sent: Friday, February 02, 2007 11:43 AM
To: Charlotte Young
Subject: John Muir

Daniel came by this morning and signed this document. status of change order??

-----Original Message-----

From: Joyce Bradley
Sent: Friday, February 02, 2007 11:38 AM
To: Joyce Bradley
Subject:

This E-mail was sent from "RNP9686E0" (Aficio 2075).

Scan Date: 02.02.2007 11:37:31 (-0500)
Queries to: admin@nassauclerk.com

CHANGE ORDER APPROVAL FORM

PROJECT: John Muir Ecological Park

CHANGE ORDER NUMBER: 02

DATE: 02/28/07

CONTRACT NUMBER: _____

TO CONTRACTOR: KBT Contracting Corp.

Reason for Change Order:

Cost associated with modifications to the specifications for pressure treated timber and pilings, in accordance with AWP standards.

Original Contract Sum..... \$ 538,800.00

Net Change by Previous Change Order/Supplemental Agreement. \$.00

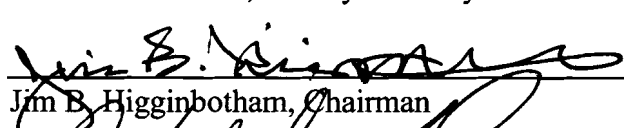
Contract Sum Prior to This Change Order..... \$ 538,800.00

Amount of This Change Order (Add/Deduct)..... \$ 8,600.00

New Contract Sum Including this Change Order..... \$ 547,400.00

APPROVED BY: 
David A. Hallman, County Attorney

DATE: 2/28/07

APPROVED BY: 
Jim B. Higginbotham, Chairman

DATE: 2/28/07

APPROVED BY: 
John A. Crawford, Clerk of Courts

DATE: 2/28/07

Nassau County
Department of Building Maintenance

☐ County
☐ Contractor
☐ Field
☐ Other

CHANGE ORDER REQUEST

PROJECT: John Muir Ecological Park

CHANGE ORDER: 2

SCOPE: Additional Observation Area

DATE: 2/28/07

CONTRACT NUMBER: NC06-035

TO: CONTRACTOR: KBT Contracting Corp

5105 Blanding Blvd., Jacksonville, Fl 32210

The Contract is changed as follows:

Original Contract Sum \$ 538,800.00

Net Change by Previous Change Order \$ -0-

Contract Sum Prior to this Change Order \$ 538,800.00

Amount of This Change Order (Add /Deduct) \$ 8,600.00

New Contract Sum, including This Change Order \$ 547,400.00

This Contract Time for substantial completion will be increased by 3 weeks (plus)

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

RECOMMENDED BY: Daniel Salmer DATE: 2-28-07
Project Manager

ACCEPTED BY: [Signature] DATE: 2/28/07
Contractor

APPROVED BY: [Signature] DATE: 3-2-07
Board of County Commissioners
Or their Designee

BOCC Agenda Item

Agenda Request For: February 28, 2007

Department: Building Maintenance – Recreation

Background: As directed by Daniel Salmon, Director of Building Maintenance and Project Manager for the John Muir Ecological Park, KBT Contracting Corp. submitted a Change Order Request No. 2. The purpose of the change order is to address changes in the specifications as follows:

Item #1: Modification to the specifications to use .40 ACQ kiln dried in lieu of .60 CCA kiln dried pressure treated timber, in accordance with AWP standards. \$6,800.00 increase

Explanation: CCA specifications not allowed by EPA. ACQ is the required treatment allowed by AWP standards.

Item #2: Mobilization and charges associated with loss time. \$5,000.00 increase

Explanation: Three (3) additional weeks added to the contract completion time to procure ACQ kiln dried products, plus any additional time related to BOCC and FDEP approvals.

Item #3: Credit for pilings. \$3,200.00 decrease

Explanation: Specifications for the pilings call for 2.5 CCA which according to AWP is not suggested for this use but should have been .80 CCA

Total amount of Change Order: \$8,600.00

Backup Attachments:

Tab A - Letter dated 02/12/07 from Engineer Services concurring with KBT's assertion that CCA treatment is not acceptable for the environment; U.S. Environmental Protection Agency AWP Commodity Standards.

Tab B - Letter from KBT Contracting Corp. dated 02/26/07 clarify conflicting issues within the specifications, alternative/substitution recommendations and cost analysis based on AWP standards and KBT Contracting analysis.

Tab C - Email from KBT Contracting updating the change order amount to reflect modifications to the specifications, based on the County's directive.

Tab D - Engineer of Record (Passero Inc.) email dated 02/27/07 approving change; FDEP email dated 02/27/07 approving change.

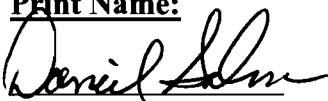
BOCC Agenda Item

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

Action requested and recommendation: 1. Consideration and approval of Change Order Request No. 2 from KBT Contracting Corp. in the amount of \$8,600.00 for specification changes. 2. Approval for chairman to sign the Change Order Request and Change Order Approval forms.

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

Funding Source: 01720527-563719

Reviewed by:	<u>Print Name:</u>	<u>Signature & Date:</u>
Department Head		_____
Legal	_____	_____
Administrator/Chairman	_____	_____
Finance	_____	_____
Administrative Services	_____	_____
Grants	_____	_____

Revised 02/07

Nassau County
Department of Building Maintenance

☐ County
☐ Contractor
☐ Field
☐ Other

CHANGE ORDER REQUEST

PROJECT: John Muir Ecological Park

CHANGE ORDER: 2

SCOPE: Additional Observation Area

DATE: 2/28/07

CONTRACT NUMBER: NC06-035

TO: CONTRACTOR: KBT Contracting Corp

5105 Blanding Blvd., Jacksonville, FL 32210

The Contract is changed as follows:

Original Contract Sum \$ 538,800.00

Net Change by Previous Change Order \$ -0-

Contract Sum Prior to this Change Order \$ 538,800.00

Amount of This Change Order (Add /Deduct) \$ 8,600.00

New Contract Sum, including This Change Order \$ 547,400.00

This Contract Time for substantial completion will be increased by 3 weeks (plus)

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

RECOMMENDED BY: _____ DATE: _____

Project Manager

ACCEPTED BY: [Signature] DATE: 2/28/07

Contractor

APPROVED BY: _____ DATE: _____

Board of County Commissioners
Or their Designee

Tab A



Nassau County Engineering Services
96161 Nassau Place
Yulee, Florida 32097

Douglas Seaman, P.E.
Director

February 12, 2007

Keith Timmons
President
KBT Contracting Corp.
5105 Blanding Boulevard
Jacksonville, FL 32210

RE: John Muir Ecological Park – Treated Timber Requirements

Mr. Timmons,

As requested, the Engineering Services Department has completed our review of the specifications regarding wood and the required treatment requirements. Current U.S. Environmental Protection Agency (EPA) regulations (attached) for the use of the specified (CCA) treatment has led our Department to concur with KBT's assertion that CCA treatment is not acceptable for the environment in which it is being placed.

We appreciate the opportunity to re-review the specifications prior to the installation of the specified lumber and thank your firm for your attentiveness to this matter.

Thank you again for your questions regarding the treatment measures to be used on the timber for the walkway. If you have any questions regarding this letter, please do not hesitate to call me directly.

Sincerely,

Jonathan Page, P.E.
Engineering Services Department

Cc: File
Daniel Salmon

FERNANDINA
(904) 491-3606

FAX
(904) 491-3611

Z:\INSPECTION\LET_021207\IMEP to KBT #1.doc



U.S. Environmental Protection Agency

Pesticides: Reregistration

Recent Additions | Contact Us | Print Version Search:

EPA Home > Pesticides > Regulating Pesticides > Reregistration > Chromated Copper Arsenate (CCA)
> Guidance for Uses of CCA: AWP A Commodity Standards

Chromated Copper Arsenate (CCA): Guidance for Uses of Chromated Copper Arsenate (CCA) AWP A Commodity Standards (numeric order)

6-16-04

CCA Table of Contents

- [General Information](#)
- [Alternatives](#)
- [Guidance Documents](#)
- [Risk Assessments & Reviews](#)
- [Sealant Study](#)
- [Technical Guidance](#)
- [Use Cancellations](#)
- [Report an Incident](#)
- [Contacts for CCA Information](#)
- [For More Information](#)

gray areas/out = cannot treat with CCA

white areas/in = can treat with CCA

*Year Edition Only (shown in instances where use is allowed)

AWP A Standard (Edition)*	Name	Approved Use as of 12/31/03	Minimum Retention (pcf) see Definitions	Comments	Example
C2 (2001)	Lumber, Timbers, Bridge Ties and Mine Ties, Preservative Treatment by Pressure Processes [subset of uses included on label] All above ground, soil and fresh water uses for these sawn timber products are not permitted unless covered by a listed standard				
	Lumber and timber for above ground, soil & fresh water use	No	0.25 above ground; 0.40 soil & fresh water		retaining walls - out
	Lumber and timber for salt water use only	Yes	0.60	See C18	See C18
	Bridge ties and mine ties (all)	No	0.25 above ground; 0.40 soil & fresh water; 2.50 salt water		Bridge ties and mine ties - out
C3 (2001)	Piles - Preservative Treatment by Pressure Processes	Yes	0.80 land & fresh water piles; foundation piles; marine piles are 2.50, 1.50 for outer zone and 1.50,		land & fresh water piles - in foundation & marine piles - in

			0.875 for inner zone		
C4 (2001)	Poles - Preservative Treatment by Pressure Processes	Yes	0.60 outer zone; 0.30 inner zone when required	Poles \geq 16 feet	poles - in
C5	Fence Posts - Preservative Treatment by Pressure Processes	No	0.40	Posts < 16 feet and are round, half round or 1/4 round.	Fence posts (residential, other, all but agricultural) - out (see C16)
C9 (2001)	Plywood - Preservative Treatment by Pressure Processes	Yes	0.25 above ground; 0.40 soil or water use; 2.50 coastal waters (2)	In contact with soil (plywood) not in contact with soil (plywood)	plywood storage sheds, garages - in flatbed trailers - in
C14 (2001)	Wood for Highway Construction - Preservative Treatment by Pressure Processes <i>*The Agency interprets this to include lumber for roller coaster construction.</i> Highway construction standards: As defined by the American Association of State Highway and Transportation Officials (AASHTO), these are the more than 100 voluntary guidelines and specifications that cover administration and economics, bridges and structures, construction and right-of-way, design and traffic, highway transport and safety, maintenance, materials, and planning and environment.	Yes	Varies according to the use, e.g., 2.50 for structural lumber & timbers in salt water use to 0.25 for handrails & guardrails not in contact with ground or water		Beams, timbers for highways; posts for highway signs - in lumber for roller coasters - in * Decking for highway bridges; Guardrail posts - in Vehicular bridges and/or guardrails on golf courses meeting highway construction standards - in Pedestrian bridges and/or guardrails on golf courses - out
C15	Wood for Commercial-Residential Construction, Preservative Treatment by Pressure Processes	No	Varies from 0.25 to 0.60 depending on uses	Includes studs, roof decking, decking exposed to weather, flooring, sawn posts and columns supporting decks; posts, square fence, light fencing slats, pickets;	steps for trailer homes - out wood wedges to support trailer homes - out horse trailer, cattle trailer, trailers

				landscape ties (sawn on all 4 sides)	constructed of dimensional lumber - out skirtboards - out sill plates - out roofing curves- out furring strips - out
C16 (2001)	Wood Used on Farms - Preservative Treatment by Pressure Processes [subset of uses included on label]				Examples: poles & posts used for barns, horse stables, hay storage buildings - in
	Poles and Posts as Round Structural Members	Yes	0.60		round poles and posts - in round farm fence rails - in
	Poles and Posts, sawn Four Sides as Structural Members	Yes	0.60	Deck is not a structural member.	Poles and posts, sawn four sides; must be a structural member - in
	Posts, Fence and rails	Yes	0.40	Round, half- round, and quarter-round	Farm fence posts - in
	Lumber, Plywood, Millwork, Grape Stakes	No	0.25 or 0.40, depending on the use		grapes stakes - out tomato stakes - out lattices - out farm fencing (e.g., planks, 1"x6"x16") - out
C17	Playground Equipment Treated with Inorganic Preservatives - Preservative Treatment by Pressure Processes	No	0.40 for sawn material and round material		playground equipment - out
C18 (2001)	Standard for Pressure Treated Material in Marine Construction	Yes	2.50 for most uses; 0.40 and	Includes lumber, timber & plywood	freshwater uses do not apply ✕

	<p>Wood for Marine Construction for Salt Water Use (also includes brackish water) (immersion and/or subject to saltwater (or brackish water) splash [(subject to saltwater (or brackish water) splash" means any member of a marine structure which is positioned above mean high tide but is subject to frequent wetting from wave action)], [Pilings (sheet, round and square), timbers, and Plywood; walers, framing, Stringers and Cross Bracing (2"x8" and/or 3"x6" and larger nominal dimensions and treated to a minimum of 0.60 pcf) (C18)</p> <p>*Subject to Salt Water (or brackish water) Splash: Any member of a marine structure which is positioned above mean high tide, but is subject to frequent wetting from wave action or wind, which supports intermittent degradation by marine organisms.</p>		<p>0.60 for wood not highly exposed* to salt water; 0.25 for fish ladders, lobster traps, oyster farming timbers</p> <p>*Not highly exposed to salt water: Any member which is not subject to submersion in salt water (or brackish water) (i.e., above mean high tide)</p>	<p>in salt water; members out of saltwater but subject to saltwater (or brackish water) splash</p>	<p>pilings - in</p> <p>fish ladders - in</p> <p>lobster traps - in</p> <p>oyster farming timbers - in</p> <p>Decking, railings, boardwalks - out</p> <p>Pilings & crossbracing - in (see specific language in lefthand column)</p>
C22 (2001)	Lumber and Plywood for Permanent Wood Foundations - Preservative Treatment by Pressure Processes	Yes	0.60 for lumber and plywood		Softwood lumber & plywood for use in residential & light commercial wood foundations - in
C23 (2001)	Round Poles and Posts Used in Building Construction, Preservative Treatment by Pressure Processes	Yes	0.60		Round building poles & posts - in
C24 (2001)	Sawn Timber Used to Support Residential and Commercial Structures	Yes	0.60	Piles are upright.	sawn structural timbers (piles) - in
C25 (2001)	Sawn Crossarms - Preservative Treatment by Pressure or Thermal Processes	Yes	0.40		Sawn crossarms - in
C28 (2001)	<p>Standard for Preservative Treatment by Pressure Processes of Structural Glued Laminated Members and Laminations Before Gluing*</p> <p>*The Agency interprets this to include nail laminated members (nails/mechanical fasteners may be used as laminate in combination</p>	Yes	0.25 for above ground; 0.40 for soil contact		<p>Structural glued laminated members - in</p> <p>Nail laminated members - in</p>

	with, or in lieu of, glue)				
C30 (2002)	Lumber, Timbers and Plywood for Cooling Towers - Preservative Treatment by Pressure Processes	Approved Use as of 12/03 and 2/04 label revisions	not applicable	See 2002 Edition of AWPAs Standards	Cooling tower use only - in
C33 (2001)	Standard for Preservative Treatment of Structural Composite Lumber by Pressure Processes	Yes	0.25 for above ground; 0.40 for soil contact		Highway material - in Structural composite lumber - in
C34 (2001)	Shakes and Shingles - Preservative Treatment by Pressure Processes	Yes	0.40		Shakes & shingles - in Siding, commercial/ residential/ agricultural - in Tile batts - in

1. Information only (not part of allowed uses): 2003 Edition, AWPAs Standards, U1-03 Use Category System, Section 3: Guide to Treated Wood). [\[Back\]](#)

2. All of these minimum retention standards apply to the treatment of plywood, not dimensional lumber. [\[Back\]](#)

Definitions:

[\[Back to Top\]](#)

Brackish Water Immersion: A level of treatment of wood products intended for use in, or in contact with, brackish water. As established by the American Wood-Preservers' Association, that level is 2.5 pounds of retained preservative per cubic foot of wood. This is the same level as required for salt water immersion.

Dimension or dimensional: Lumber that is from 2" up to, but not including, 5" thick, and that is 2 or more inches in width. Dimension also is classified as framing, joists, plants, and rafters.

Framing: Lumber used for structural members in a house or other building.

Glued laminated (Glulam): A process in which individual pieces of lumber or veneer are bonded together with an adhesive, or with a combination of adhesives and mechanical fasteners, to make a single piece, with the grain of each piece running parallel to the grain of each of the other pieces.

Glue Nailed: A combination of gluing and nailing plywood joints and connections for the stiffest possible

construction.

Highway Construction Standards: As defined by the American Association of State Highway and Transportation Officials (AASHTO), these are the more than 100 voluntary guidelines and specifications that cover administration and economics, bridges and structures, construction and right-of-way, design and traffic, highway transport and safety, maintenance, materials, and planning and environment.

Lumber: A wood product manufactured from logs by sawing, resawing and, usually, planing, with all four sides sawn. ("timber" is used in place of "lumber" in many countries).

Marine construction: Wood used for piling (sheet, round and square), Timbers, Walers, and Plywood and Framing, Stringers and Cross Bracing; wood for marine construction for salt water use (also includes brackish water) (Immersion and/or subject to saltwater (or brackish water) splash ["subject to saltwater (or brackish water) splash" means any member of a marine structure which is positioned above mean high tide, but is subject to frequent wetting from wave action]), [Pilings (sheet, round and square), Timbers, and Plywood; Walers, Framing, Stringers and Cross Bracing (2"x8" and/or 3"x6" and larger dimensions and treated to a minimum of 0.60 pcf)

Marine framing: Pressure-treated dimension lumber intended for use in applications where the material will be in contact with salt water. Such lumber may be of any grade, but must be treated to a preservative level of 2.5 lbs. per cubic foot.

Minimum retention standard: Minimum retention standard for treating Southern Pine with CCA, unless otherwise indicated. See approved standards for minimum retentions for other species. The standards are given in pounds per cubic foot (pcf). The metric equivalents (kg/m^3) for these are: 0.25 pcf = 4.0 kg/m^3 ; 0.40 pcf = 6.4 kg/m^3 ; 0.60 pcf = 9.6 kg/m^3 ; 2.50 pcf = 40 kg/m^3 .

Not highly exposed to salt water: Any member which is not subject to submersion in salt water (i.e., above mean high tide)

Permanent wood foundation (PWF): A foundation system in which treated wood products are used in place of concrete (PWF does not include sill plates, furring strips, or skirt boards). PWF improves heating and cooling capability and can be installed in weather conditions that would prevent pouring of a concrete foundation. It is a load-bearing lumber-framed foundation wall system sheathed with plywood. Southern Pine lumber used in a PWF is CCA-treated to a retention level of 0.60 lbs./cu.ft., in accordance with AWPAs Standard C22. Variations of the PWF system include the construction of an under-floor plenum. A sealed, insulated cavity under the building is created for the uniform, efficient distribution of warm air in the winter and cool air in the summer from a centrally located unit. This building technique is often referred to as the Plen-Wood System.

Pile: (Piling): Round timbers or poles that are driven into the ground to support a load, as a foundation for structure, or as part of a dock or moorage. Sawn timbers are sometimes used as piling.

Plywood: A flat panel made up of a number of thin sheets, or veneers, of wood in which the grain direction of each ply, or layer, is at right angles to the one adjacent to it. The veneer sheets are united, under pressure, by a bonding agent.

Pole: A long, usually round piece of wood, often a small diameter log with the bark removed, used to carry utility wire or for other purposes; often treated with preservative.

Post: A piece of lumber, less than 16' in length, used in a vertical position to support a beam or other structural member in a building, or as part of a fence. Although 4x4s are often referred to as posts, most grading rules define a post as having dimensions of 5" or more in width, with the width not more than 2" greater than the thickness.

Post Frame Construction: A construction system using vertical members (posts, columns, poles, timbers or others) that may be embedded in the ground or surface-mounted to a concrete or masonry foundation to

form the building's frame.

Retaining Wall: A structure designed to keep a bank of ground from collapsing or eroding.

Structural Composite Lumber: A family of engineered wood products that combine wood fiber and exterior-type adhesives to form lumber products of virtually any cross-sectional size. The wood fibers may be in the form of veneers, strand, or a combination thereof bonded together with wet-use structural adhesives.

Stringer: A horizontal timber used to support floor joists or other cross members. A stair stringer.

Subject to Salt Water Splash: Any member of a marine structure which is positioned above mean high tide, but is subject to frequent wetting from wave action or wind, which supports intermittent degradation by marine organisms.

Timber: A size classification of lumber that includes pieces that are at least five inches in their smallest dimension; also classified as beams, stringers, and girders.

Wale/waler: Planking placed horizontally across a structure to strengthen it. Horizontal bracing used to stiffen concrete form construction.

References:

National Frame Builders Association, Lawrence, Kansas, www.nfba.org/ [\[EXIT Disclaimer\]](#)

Terms of the Trade, Random Length Publications, Inc., 2000 (adapted for use in this document).

The American Wood Preservers' Association, Selma, Alabama, www.awpa.com, 334-874-9800
[\[EXIT Disclaimer\]](#)

www.southernpine.com [\[EXIT Disclaimer\]](#)

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Last updated on Tuesday, May 2nd, 2006
URL: http://www.epa.gov/oppad001/reregistration/cca/awpa_table.htm

Daniel Salmon

From: Jonathan Page
Sent: Monday, February 12, 2007 4:27 PM
To: Suzie Fontes; Daniel Salmon
Subject: JMEP Letter

Attachments: LET_021207JMEP to KBT #1.doc.pdf

Daniel,

I talked to the lumber guy again. He said to ask if (passero) they really intended POST treatment drying at all. He stated that a lot of times these specs are copied from "the wood bible" and kiln-drying to 19% is required for the wood to be treated at all. Therefore, it is confusing on whether kiln-drying the wood post-treatment is really intended. I do not know that. I do know that we should stay with the spec unless we have a really good reason, though. Like a letter from Passero stating that kiln-drying post treatment was not the intent of the spec?

Talk to you soon,

Jonathan

Jonathan Page, P. E.

Engineering Services Department



LET_021207JMEP
to KBT #1.doc.p...

From: "Daniel Salmon" <dsalmon@nassaucountyfl.com>

Keith,

If there is a change order associated with this, please submit with the form supplied in the contract. Of course time is of the essence. I have requested FDEP's approval of the change to .40 ACQ and when received you may go forward unless we need to execute a change order and this will require BOCC approval.

Daniel

From: Andrew Holesko [mailto:AHolesko@passero.com]

Sent: Tuesday, February 27, 2007 2:21 PM

To: Daniel Salmon; kbtcontracting@comcast.net

Cc: Tim Milligan; Jonathan Page; Alvin Hazlewood; Thomas Cottrell; David F. Harris

Subject: RE: Timber Treatment

Passero staff concur with the recommended modification to replace the .60 CCA specification / product with a .40 ACQ specification / product.

If you have any additional questions, please contact me.

Andrew Holesko
Passero Associates

From: Daniel Salmon [mailto:dsalmon@nassaucountyfl.com]

Sent: Tuesday, February 27, 2007 10:27 AM

To: kbtcontracting@comcast.net

Cc: Andrew Holesko; Tim Milligan; Jonathan Page

Subject: RE: Timber Treatmet

I have consulted with a contact within the lumber market and offer the following comments:

1. ACQ is the preferred treatment.
2. .60 CCA and .40 ACQ have an equivalent market value.
3. .40 ACQ will provide a greater material life in the moist environment vs. .25 as recommended by KBT.

As a consideration, with the cost of .60 CCA being approximately the same as .40 ACQ and the product availability should not be an issue; consider replacing .60 CCA with .40 ACQ.

Daniel

From: kbtcontracting@comcast.net [mailto:kbtcontracting@comcast.net]

Sent: Monday, February 26, 2007 5:10 PM

To: Daniel Salmon

Cc: Andrew Holesko; Tim Milligan

Subject: Re: Timber Treatmet

Daniel;

See attached.

Keith

----- Original message -----

From: "Daniel Salmon" <dsalmon@nassaucountyfl.com>

Keith,

For me to accurately relay your question to the AOR on the 2.5 pcf of the timber in the specifications, can you reply to this email identifying areas where the information is conflicting?

2/28/2007

P.15

Nassau County Building De 5484687

Feb 28 07 03:36p

Daniel Salmon, Director
Building Maintenance, Parks and Recreation Department
Office: 904-548-4688
Fax: 904-548-4687

2/28/2007

P. 16

Nassau County Building De 5484687

Feb 28 07 03:37p

Tab B

KBT CONTRACTING CORP.

5105 Blanding Blvd.
Jacksonville, Florida 32205
904/771-2876 Fax
904/591-5326 Keith Timmons
kbtcontracting@comcast.net

February 26, 2007

Daniel Salmon
Director
Nassau County Building Maintenance Dept.
PO box 1010
Fernandina Beach, Florida 32035

RE: John Muir Ecological Park
Contract No.: NC06-035

SUBJ: Timber Specifications

Mr. Salmon;

This letter is our attempt to clarify conflicting issues within the specifications. It addresses the following issues:

1. CCA Specifications not allowed by EPA.
2. KBT Contracting, Corp's proposal and recommendations.
3. Cost analysis based on KBT Contracting, Corp's suggestion.
4. Cost analysis based on Counties current directive.

Item 1: See section 2.11 item B & C. Although B & C does not cover all items in the specifications, it could be applied to all conditions with the exception of the pilings (see AWPAs standards). Pilings are addressed on page G-505 of the specifications, see chart. The pilings call for 2.5 CCA which according to AWPAs is not suggested for this use but should have been .80 CCA. Furthermore, the specification chart proposes the following:

- A.) Framing, bracing, pile caps to be 2.5 CCA. KBT Contracting's response; not allowed by AWPAs standards, not appropriate for this usage, not available in ACQ, and suppliers refuse to deliver product as currently specified due to environmental regulations.
- B.) Stringers and light standards are to be .60 CCA. KBT Contracting's response; not allowed by AWPAs standards. ACQ conversion to .60 is costly and limited availability.

Item 2 KBT Contracting proposes an alternate that meets AWPAs standards, industry professionals, and decrease the Counties expense and time to construct.

CBC058625

KBT CONTRACTING SPECIFICATIONS:

- Stringers, decking, handrails and benches to be .25 ACQ kiln dried **before** treatment. Kiln dried after treatment provides no benefit in our opinion and the manufacturers since materials are exposed to the elements and will re-absorb moisture content.
- Cross braces with ground contact to be .40 ACQ kiln dried **before** treatment.
- Framing, sheathing (all area under roofing) .25 ACQ kiln dried **after** treatment. These areas benefit in our opinion from kiln drying because they are being painted and/or protected from the elements.

Item 3 Cost analysis based on AWWA standards and KBT Contracting analysis:

- \$6,110.00 CCA to ACQ increase.
- \$3,910.00 savings on limited kiln dried materials.
- \$3,200.00 savings on pilings.

The above result is a credit to the County from KBT Contracting Corp. of \$1,070.00.

Item 4 Cost analysis per specification taking into account non available products (2.5 ACQ). It does implement .60 ACQ kiln dried in lieu of 2.5 CCA and holds .60 ACQ kiln dried in areas previously marked .60 CCA.

- \$9,400.00 increase from CCA to ACQ with kiln dried after and .60 ACQ implementation.
- \$5,000.00 increase and four (4) additional weeks added to the contract completion time due to delays.
- \$3,200.00 savings on pilings.

The total of all the above recommendations and request would be an increase to the contract amount of \$11,200.00 and four (4) additional weeks added to the contract completion time.

The webpage for the AWWA Commodity Standards used is www.epa.gov/oppad001/reregistration/cca/awpa_table.htm. Please contact me with any questions.

Sincerely,

Keith Timmons
President

CBC058625

Tab C

Charlotte Young

From: kbtcontracting@comcast.net
Sent: Tuesday, February 27, 2007 6:13 PM
To: Daniel Salmon
Cc: Charlotte Young; Suzie Fontes; Tim Milligan; Jonathan Page
Subject: Re: FW: Timber Treatment

Daniel;

This is in response to your email regarding our letter sent to you yesterday.

1. ACQ is the **required** treatment.
2. Market value is not equivalent. (I will fax you the proposal from Souther Lumber on only 1 item). Deviation in price is greater in larger size materials.
3. .40 ACQ and .25 ACQ was suggested in the prior email due to the AWP Standards along with consulting with other industry professionals.

In conclusion, KBT Contracting will provide the following modifications to the specifications based on your directive. Change order to follow on the items below:

- | | |
|---|---------------------|
| 1. .40 ACQ kiln dried in lieu of .60 CCA kiln dried | \$6,800.00 increase |
| 2. Mobilization and charges associated with loss time | \$5,000.00 increase |
| 3. Credit for pilings | \$3,200.00 decrease |

Additional time of 3 weeks to procure ACQ kiln dried products plus any additional time related to BOCC and FDEP approvals on this matter. Please note, pole installation is anticipated to be completed Wednesday February 28th. No further work can proceed until the above matters are resolved. For this reason, KBT is requesting that you forward Andrew Holesko my recommendations since he had stated in a previous email that he would consider alternate suggestions. My suggestion will allow construction to continue March 1st, not compromise the quality of the project, and save Nassau County money. If Mr. Holesko holds that the kiln dried materials are the most appropriate, KBT will then need a specification on the exact spacing of the decking and a letter releasing responsibility to KBT Contracting Corp and their supplier from any swelling that may result in buckling of the deck area.

Sincerely,

Keith Timmons

----- Original message -----

From: "Daniel Salmon" <dsalmon@nassaucountyfl.com>

Keith,

If there is a change order associated with this, please submit with the form supplied in the contract. Of course

2/28/2007

time is of the essence. I have requested FDEP's approval of the change to .40 ACQ and when received you may go forward unless we need to execute a change order and this will require BOCC approval.
Daniel

From: Andrew Holesko [mailto:AHolesko@passero.com]
Sent: Tuesday, February 27, 2007 2:21 PM
To: Daniel Salmon; kbtcontracting@comcast.net
Cc: Tim Milligan; Jonathan Page; Alvin Hazlewood; Thomas Cottrell; David F. Harris
Subject: RE: Timber Treatment

Passero staff concur with the recommended modification to replace the .60 CCA specification / product with a .40 ACQ specification / product.

If you have any additional questions, please contact me.

Andrew Holesko
 Passero Associates

From: Daniel Salmon [mailto:dsalmon@nassaucountyfl.com]
Sent: Tuesday, February 27, 2007 10:27 AM
To: kbtcontracting@comcast.net
Cc: Andrew Holesko; Tim Milligan; Jonathan Page
Subject: RE: Timber Treatmet

I have consulted with a contact within the lumber market and offer the following comments:

1. ACQ is the preferred treatment.
2. .60 CCA and .40 ACQ have an equivalent market value.
3. .40 ACQ will provide a greater material life in the moist environment vs. .25 as recommended by KBT.

As a consideration, with the cost of .60 CCA being approximately the same as .40 ACQ and the product availability should not be an issue; consider replacing .60 CCA with .40 ACQ.
 Daniel

From: kbtcontracting@comcast.net [mailto:kbtcontracting@comcast.net]
Sent: Monday, February 26, 2007 5:10 PM
To: Daniel Salmon
Cc: Andrew Holesko; Tim Milligan
Subject: Re: Timber Treatmet

Daniel;

See attached.

Keith

----- Original message -----

From: "Daniel Salmon" <dsalmon@nassaucountyfl.com>
 Keith,

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Daniel Salmon, Director
 Building Maintenance, Parks and Recreation Department
 Office: 904-548-4688
 Fax: 904-548-4687

Tab D

Charlotte Young

From: Daniel Salmon
Sent: Wednesday, February 28, 2007 11:44 AM
To: Charlotte Young
Subject: FW: Timber Treatment JMEP

From: Heuer, Sally [mailto:Sally.Heuer@dep.state.fl.us]
Sent: Wednesday, February 28, 2007 6:50 AM
To: Daniel Salmon
Subject: RE: Timber Treatment JMEP

Daniel,

Changes approved.

-----Original Message-----

From: Daniel Salmon [mailto:dsalmon@nassaucountyfl.com]
Sent: Tuesday, February 27, 2007 2:37 PM
To: Heuer, Sally
Cc: Lisa Gregory; Suzie Fontes; Tim Milligan; Jonathan Page; Sue Jarzyna
Subject: FW: Timber Treatment JMEP

Sally,

The following comments are related to the email I sent earlier about the pressure treatment of the lumber. The EOR has agreed with the recommendation to replace the .60 CCA specified material with .40 ACQ.

I respectfully request the Departments approval of this change.
 Daniel

From: Andrew Holesko [mailto:AHolesko@passero.com]
Sent: Tuesday, February 27, 2007 2:21 PM
To: Daniel Salmon; kbtcontracting@comcast.net
Cc: Tim Milligan; Jonathan Page; Alvin Hazlewood; Thomas Cottrell; David F. Harris
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 Passero Associates

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Sent: Monday, February 26, 2007 5:10 PM

To: Daniel Salmon

Cc: Andrew Holesko; Tim Milligan

Subject: Re: Timber Treatmet

Daniel;

See attached.

Keith

----- Original message -----

From: "Daniel Salmon" <dsalmon@nassaucountyfl.com>

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Daniel Salmon, Director

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2/28/2007