

## CHANGE ORDER APPROVAL FORM

PROJECT: CR-108 Milling & Resurfacing

CHANGE ORDER NUMBER: 02

DATE: 08/24/09

CONTRACT NUMBER: CM1395

TO CONTRACTOR: APAC Southeast

Reason for Change Order: The required physical length of pipe was longer than anticipated in the plans. A pipe extension was necessary to fulfill the plan intentions safely. Addition to Bid Alternate No. 3 – Add 4' of 72" pipe to fit field conditions.

Original Contract Sum.....	\$	<u>3,206,312.87</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>(358,733.88)</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,847,578.99</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>4,194.44</u>
New Contract Sum Including this Change Order.....	\$	<u>2,851,773.43</u>

Net Increase(decrease) of days for this change order: 0 days

APPROVED BY: [Signature]  
Project Manager (Department Head)

DATE: 8/25/09

APPROVED BY: Charlotte Young  
Contract Manager

DATE: 8/25/09

APPROVED BY: [Signature]  
Director of Office of Management & Budget

DATE: 8/26/09

APPROVED BY: [Signature]  
County Coordinator

DATE: 8/26/09

SECTION 00 63 63

CHANGE ORDER

Instructions on 00 63 63-2

No: 002

PROJECT: CR-108 Milling & Resurfacing

DATE OF ISSUANCE: EFFECTIVE DATE:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract / Purchase Order No: CM 1395

CONTRACTOR: APAC SE - First Coast Division ENGINEER / ARCHITECT: Ghyabi & Assoc (EOR); Wilbur Smith Assoc (CEI)

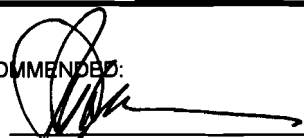
You are directed to make the following changes in the Contract Documents:

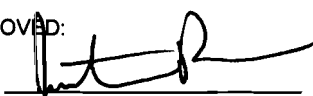
Description: Addition to Bid Alternate No 3 - Add 4' of 72" pipe to fit field conditions

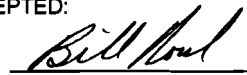
Reason for Change Order: The required physical length of pipe was longer than anticipated in the plans. A pipe extension was necessary to fulfill the plan intentions safely.

Attachments (List documents supporting change): Calc sheets; Request letter; Pricing sheets; Standard Index; Invoices

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 3,206,312.87	Original Contract Times: 124 Substantial Completion: August 9, 2009 Ready for Final Payment: August 23, 2009 (days or dates)
Net change from previous Change Orders No. 000 to No. 001 \$ (358,733.88)	Net change from previous Change Orders No. 000 to No. 001 0 (days)
Contract Price prior to this Change Order \$ 2,847,578.99	Contract Times prior to this Change Order Substantial Completion: August 9, 2009 Ready for Final Payment: August 23, 2009 (days or dates)
Net Increase (decrease) of this Change Order \$ 4,194.44	Net Increase (decrease) of this Change Order 0 (days)
Contract Price with all approved Change Orders \$ 2,851,773.43	Contract Times with all approved Change Orders Substantial Completion: August 9, 2009 Ready for Final Payment: August 23, 2009 (days or dates)

RECOMMENDED:  
By:   
Engineer/Architect (Authorized Signature)  
Date: 7/24/09

APPROVED:  
By:   
COUNTY (Authorized Signature)  
Date: 7/28/09

ACCEPTED:  
By:   
Contractor (Authorized Signature)  
Date: 7/29/09

ADDITIONAL 72" RCP  
TO FIT FIELD COND

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4' REQD (8' LENGTH SUPPLIED)

FI 4' 72" RCP @ \$836.88/LF =	\$3,347.52
Furnish 4' 72" RCP @ \$230.86/LF =	<u>923.44</u>
	\$4,270.96

APAC REQUESTED PRICE: \$4194.44

\* RECOMMEND APPROVAL



**APAC-Southeast, Inc.**  
**First Coast Division**  
P.O. Box 24728  
Jacksonville, FL 32241  
(904) 288-6300  
(904) 288-6301 - fax

April 8, 2008

Greg Dutton  
Senior Project Engineer  
Wilbur Smith Associates  
9432 Baymeadows Rd., Suite 130, Jacksonville, FL 32256

RE: CR 108, Nassau County  
Financial Project No. 417321-1-58-01  
Bid No. NC 08-039  
APAC No. 772267

**72" Twin Culverts-Revised:**

Dear Mr. Dutton;

APAC respectfully submits, as requested by Wilbur Smith Associates, a unit price of \$1,048.61 per foot for addition 72" RCP to be added to alternate 3. If you have any questions, feel free to contact me.

**Unit Price Breakdown:**

Material:	\$2,144.44
Labor:	\$1,530.00
Equipment:	\$1,056.00
Subtotal:	\$4,730.44
6' Rip Rap Bag Endwall:	(\$ 536.00)
Total:	\$4,194.44

**Price Per Foot: \$1,048.61**

Very Truly Yours,  
APAC-Southeast, Inc.

***Bill Nowak***

Bill Nowak, Project Manager

**Safety First *Always***



**APAC-Southeast, Inc.**  
**First Coast Division**  
P.O. Box 24728  
Jacksonville, FL 32241  
(904) 288-6300  
(904) 288-6301 - fax

March 31, 2008

Greg Dutton  
Senior Project Engineer  
Wilbur Smith Associates  
9432 Baymeadows Rd., Suite 130, Jacksonville, FL 32256

RE: CR 108, Nassau County  
Financial Project No. 417321-1-58-01  
Bid No. NC 08-039  
APAC No. 772267

**72" Twin Culverts:**

Dear Mr. Dutton;

APAC respectfully submits, as requested by Wilbur Smith Associates, a unit price of \$1048.61 per foot for addition 72" RCP to be added to alternate 3. If you have any questions, feel free to contact me.

Very Truly Yours,  
APAC-Southeast, Inc.

***Bill Nowak***

Bill Nowak, Project Manager

**Safety First *Always***



**APAC-Southeast, Inc.**

**First Coast Division**

P.O. Box 24728

Jacksonville, FL 32241

(904) 288-6300

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March 31, 2008

Greg Dutton  
Senior Project Engineer  
Wilbur Smith Associates  
9432 Baymeadows Rd., Suite 130, Jacksonville, FL 32256

RE: CR 108, Nassau County  
Financial Project No. 417321-1-58-01  
Bid No. NC 08-039  
APAC No. 772267

**Riprap Bags:**

Dear Mr. Dutton;

CDM, APAC's subcontractor for the 72" Culvert replacement, would like to request to be allowed to construct the footer (For the Riprap bags) of concrete in place of the bags. CDM would construct the footer 9" thick with a mat of rebar and with a standard toe. This would give the bags a stronger base to sit on. This would be done at no additional cost to Nassau County. If you have any questions, feel free to contact me.

Very Truly Yours,  
APAC-Southeast, Inc.

***Bill Nowak***

Bill Nowak, Project Manager

**Safety First** *Always*

ROUND PIPE DIMENSIONS					
Equiv. Dia. (In.)	Area (Sq. Ft.)	Wall Thickness (In.)*			Classes II, III, IV, V
		A WALL	B WALL	C WALL	
12	0.8	1 1/2	2	NA	
15	1.2	1 1/2	2 1/2	NA	
18	1.8	2	2 1/2	NA	
24	3.1	2 1/2	3	3 1/2	
30	4.9	2 3/4	3 1/2	4 1/2	
36	7.1	3	4	4 1/2	
42	9.6	3 1/2	4 1/2	5 1/2	
48	12.6	4	5	5 1/2	
54	15.9	4 1/2	5 1/2	6 1/2	
60	19.6	5	6	6 1/2	
66	23.8	5 1/2	6 1/2	7 1/2	
72	28.3	6	7	7 1/2	
78	33.2	6 1/2	7 1/2	8 1/2	
84	38.5	7	8	8 1/2	
90	44.4	7 1/2	8 1/2	9 1/2	
96	50.3	8	9	9 1/2	
102	56.7	8 1/2	9 1/2	10 1/2	
108	63.7	9	10	10 3/4	
114	70.9	9 1/2	—	—	
120	78.5	10	—	—	

\* For Informational Purposes Only  
Do Not Specify Wall Thickness  
Option B Wall is Industry Standard

PIPE DIMENSIONS  
CONCRETE PIPE

POLYETHYLENE PIPE	
DIAMETER	HEIGHT OF MAXIMUM FILL (F1)
12" - 48"	17'

MAXIMUM COVER FOR PLASTIC PIPE

ELLIPTICAL PIPE DIMENSIONS							
Nominal Dimensions				Equiv. Dia. (In.)	Area (Sq. Ft.)	Wall Thickness (In.)	Classes HE II, III, IV, VE II, III, IV
Horiz.		Vert.					
Rise (In.)	Span (In.)	Rise (In.)	Span (In.)				
NA	NA	NA	NA	12	NA	NA	NA
12	18	18	12	15	1.3	2 1/2	
14	23	23	14	18	1.8	2 3/4	
19	30	30	19	24	3.3	3 1/2	
24	38	38	24	30	5.1	3 3/4	
29	45	45	29	36	7.4	4 1/2	
34	53	53	34	42	10.2	5	
38	60	60	38	48	12.9	5 1/2	
43	68	68	43	54	16.6	6	
48	76	76	48	60	20.5	6 1/2	
53	83	83	53	66	24.8	7	
58	91	91	58	72	29.5	7 1/2	
63	98	98	63	78	34.6	8	
68	106	106	68	84	40.1	8 1/2	
72	113	113	72	90	46.1	9	
77	121	121	77	96	52.4	9 1/2	
82	128	128	82	102	59.2	10	
87	136	136	87	108	66.4	10 1/2	
92	143	143	92	114	74.0	11	
97	151	151	97	120	82.0	11 1/2	

For Informational Purposes Only

PIPE DIMENSIONS  
CONCRETE PIPE

POLYVINYL CHLORIDE PIPE	
DIAMETER	HEIGHT OF MAXIMUM FILL (F1)
12" - 48"	17'

ROUND PIPE INSTALLATIONS						
PIPE DIAMETER	Maximum Height of Fill (ft)					
	Class S	Class I	Class II	Class III	Class IV	Class V
12" - 30"	9	13	17	24	36	55
36" - 54"	8	12	16	22	34	52
60" - 78"	7	11	15	21	33	51
84" - 96"	6	10	14	20	32	49
Pipe Class S	D-Load = 600 Lbs/F1/F1 (.01" Crack) D-Load = 900 Lbs/F1/F1 (Ultimate)					
Pipe Class I	D-Load = 800 Lbs/F1/F1 (.01" Crack) D-Load = 1200 Lbs/F1/F1 (Ultimate)					
Pipe Class II	D-Load = 1000 Lbs/F1/F1 (.01" Crack) D-Load = 1500 Lbs/F1/F1 (Ultimate)					
Pipe Class III	D-Load = 1350 Lbs/F1/F1 (.01" Crack) D-Load = 2000 Lbs/F1/F1 (Ultimate)					
Pipe Class IV	D-Load = 2000 Lbs/F1/F1 (.01" Crack) D-Load = 3000 Lbs/F1/F1 (Ultimate)					
Pipe Class V	D-Load = 3000 Lbs/F1/F1 (.01" Crack) D-Load = 3750 Lbs/F1/F1 (Ultimate)					

Note: At the option of the pipe supplier or the contractor, a Pipe Class with greater strength may be substituted for the Pipe Class designated in the plans.

MAXIMUM COVER HEIGHTS  
CONCRETE PIPE

Note: Height of fill (maximum cover) is measured from top of finished grade to outside top of pipe.

ELLIPTICAL PIPE INSTALLATIONS (All Sizes)			
Installation	Maximum Height of Fill (Ft.)	Pipe Class	Bedding Class
Horizontal	1-6*	HE II*	C
	7-10	HE III	C
	11-16	HE IV	C
	17+	Special Design	Modified
Vertical	1-6*	VE II*	C
	7-10	VE III	C
	11-16	VE IV	C
	17+	Special Design	Modified
Pipe Class HE II And VE II	D-Load = 1000 Lbs/F1/F1 (.01" Crack) D-Load = 1500 Lbs/F1/F1 (Ultimate)		
Pipe Class HE III And VE III	D-Load = 1350 Lbs/F1/F1 (.01" Crack) D-Load = 2000 Lbs/F1/F1 (Ultimate)		
Pipe Class HE IV And VE IV	D-Load = 2000 Lbs/F1/F1 (.01" Crack) D-Load = 3000 Lbs/F1/F1 (Ultimate)		

\*Note: HE III and VE III pipe required for depths of cover less than 2' for 15", 18" and 24" equivalent.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION					
COVER HEIGHT					
Designed By	ESP	Date	08/95	Approved By	<i>[Signature]</i>
Drawn By	JSD	Revision	08/95	Sheet No.	2 of 5
Checked By	ESP	Date	08/95	Issue No.	205

Spa  
(In.)  
17  
21  
24  
28  
35  
42  
49  
57  
64  
71  
77  
83



HANSON PIPE & PRECAST, INC.  
 300 E. John Carpenter Freeway  
 IRVING 75062 TX  
 (972) 653-5500

**BILL OF LADING**

Bill of Lading: **369720**

09-APR-09 Page: 1 of 2

**605-GRETNA PIPE**

55 DRITCHES HAYES-CLARY STREET  
 GREтна FL 32332-2394  
 United States

Ship Date: 13-APR-2009  
 Truck:  
 Load Slip: 11633950

Order: 10107406  
 PO: X  
 Mileage:

**Plant Contact:**

Customer: 00035400  
 CDM CONTRACTING INC  
 P O BOX 596  
 LAKE BUTLER FL 32054 BRADFORD  
 United States

**Fax:**

**Ship To:**

CDM CONTRACTING INC  
 (FL) CR108 BID #08-039  
 JACKSONVILLE FL 32234 NASSAU  
 United States

Customer Contact: SHANE 386-623-

Quantity	Description	Piece	Weight	Unit
GC				
18	EA P-R-024"-PFL-CL-3~B WALL-096"		43956.00	LBS
18	EA 24" RUBBER GASKET PROFILE (3/4 "X505CC)		9.50	LBS

*CR 108  
09005*

Total Quantity: 36

Total Weight: 21.98 TON

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said the company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise, to deliver to another carrier in the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed here under shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained. Including the conditions on back hereof, which are hereby agreed to by the shippers and accepted for himself and his assigns. (Mail or street Address of Consignee - for purposes of Notification ONLY)

Shipper Per Newline Transport

If the shipment moves between two ports by carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.  
 NOTE: where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property specifically stated by the shipper to be not exceeding

Received from  
 Hanson Pipe & Precast, Inc.  
 the above Material in Good Order

Date	By
Please write any exceptions or remarks	

**Customer Copy**





HANSON PIPE & PRECAST, INC.  
 300 E. John Carpenter Freeway  
 IRVING 75062 TX  
 (972) 653-5500

**BILL OF LADING**

Bill of Lading: **369720**

09-APR-09 Page: 2 of 2

1. **PRICE:** Unless otherwise stated, all processing, manufacturing, severance, gross receipts, use and/or sales taxes, either now in effect or becoming effective after date of this contract, shall be added to the invoice and paid by the Purchaser, except when otherwise provided by law.

For all tax exempt sales the exemption certificate shall be attached and returned with signed contract to the Seller. Prices are quoted on truckload quantities delivered to jobsite on weekdays during regular working hours. Unless otherwise stated, it is understood that the prices quoted on products are contingent on the sale of quantities quoted.

RECEIPTED BILL OF LADING SHALL BE BINDING UNLESS IMMEDIATELY DISPUTED.

2. **NOTICE OF ASSIGNMENT OF ACCOUNT AND TERMS OF PAYMENT:** Seller's right to receive payments under this contract has been assigned to Hanson Pipe & Precast, Inc., DEPT. 0776, P.O. Box 120001, Dallas, TX 75312-0776. All accounts are payable in current funds to Hanson Pipe & Precast, Inc. at such address in Dallas, Texas. Payments on account by the Purchaser may, at the option of Hanson Pipe & Precast, Inc. be applied on the oldest unpaid items of account in order of original date.

Discounts will be allowed only if the Purchaser owes no past due accounts for any product heretofore sold by Hanson Pipe & Precast, Inc. its affiliates or subsidiaries.

Accounts are payable gross upon expiration of discount period. Interest will be charged on all past due accounts at the maximum legal rate allowed by law in the State where the Contract is consummated. In the event the collection of any unpaid balance is placed in the hands of attorneys, Purchaser shall pay reasonable attorney fees and costs of collection. If, at any time, the financial responsibility of the Purchaser is impaired or unsatisfactory to the Seller, the Seller shall have the right to cancel orders, discontinue shipments, require payments in advance and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.

3. **DELIVERY:** Jobs quoted for truck delivery at point-of-use are based on delivery of products in truckload quantities as near the desired location on the job as is accessible. The location shall be deemed inaccessible if the truck cannot proceed with the full load and under its own power without damage to the truck or driver.

The quoted delivery is based upon using our normal and customary equipment and personnel. In the event this procedure conflicts with any existing situation at or near the desired terminus-of-delivery, the Purchaser shall receive and become responsible for the products at a delivery location acceptable to our normal procedure.

The Purchaser shall furnish a representative on the job while receiving truck delivery to direct unloading and sign Bill of Lading.

The Purchaser agrees to discharge trucks in accordance with applicable tariff(s) in effect at the time of shipment.

In order to insure availability and satisfactory delivery service if applicable, the Purchaser agrees to give reasonable notice to Seller prior to delivery.

4. **SHIPMENTS:** All shipments shall be unloaded in their entirety at the designated delivery or unloading point, and no shipment is to be partially unloaded at one point and the remainder elsewhere. All shipments, rail and truck, are subject to all applicable tariff regulations.

Claims for damages in transit must be noted on Bill of Lading, or they will not be considered.

The Seller shall have the right to ship from other than the designated point of origin without the change of quoted price.

5. **CONTINGENCIES:** All quotations and agreements are subject to the contingencies of and delays in production and delivery. Seller will not be responsible for delays resulting from fire, flood, strikes, lockouts, difference with workmen, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or products governmental interference or regulation, acts of God or any other contingencies beyond Seller's control.

6. **WARRANTY:** THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.

Seller warrants that at the time of delivery, the quality of products and workmanship of Seller's product delivered under this contract shall conform to the requirements of the specifications set forth in the Sales Contract, or to Seller's standard manufacturing practice if specifications have not been agreed upon with the Buyer.

7. **SPECIFICATIONS:** The specifications of the product sold under this contract are stated on the face of the Sales Contract/Bill of Lading.

8. **REMEDIES AND DAMAGES:** If the products furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability shall be to repair, replace (at our plant with full freight allowed to the jobsite, or upon mutual agreement to credit Purchaser's account for defective products. If repair or replacement is made, Seller shall have a reasonable time to make such repair or replacement. Notice of defective products must be given to Seller immediately upon discovery of the defect. Notwithstanding the foregoing, final notice of any defect hereunder must be given within thirty (30) days from date of delivery.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS OR FROM ANY OTHER CAUSE OR BREACH HEREOF, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.

9. **PURCHASER'S WARRANTIES:** No warranties express or implied, or representations made by the Purchaser to any person, firm or organization with respect to the products furnished under this contract shall in any manner enlarge the Seller's warranty contained herein and Purchaser shall indemnify and hold Seller and its affiliated subsidiary companies harmless against and with respect to all damage costs, expenses, claims and liabilities arising out of any such warranty or representation made by the Purchaser.

10. **LEGAL ACTION:** No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any products furnished under this contract more than one year after delivery of such products to the Purchaser. It is agreed that any cause of action with respect to such products shall accrue on the date of delivery of such products.

11. **TITLE:** Title transfers upon delivery, and Purchaser is then responsible for proper protection, lighting, placement, blocking or chocking, compliance with all regulations and ordinances, and will indemnify and defend Seller against all claims for personal injuries or property damage arising from said products.

12. **INSPECTION:** Any charges incurred for testing after the initial inspection or test made by or on behalf of Purchaser to determine compliance with specifications shall be paid by Purchaser. Purchaser agrees to permit Seller to receive a copy of all laboratory tests from laboratory at no expense to Seller.

13. **GENERAL:** Products other than normal design are for Purchaser's account. In the event any provision of this Sales Contract is held to be unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

No waiver of condition of sale shall be implied from any failure by Seller to exercise same. This instrument supersedes all previous quotations and/or contracts on this sale. Sale and delivery of the listed products are made subject solely to the terms and conditions herein stated notwithstanding any contrary provisions on purchase orders subsequently received by the Seller. Additional or different terms or any attempt by Purchaser to vary in any degree any of the terms of the sales contract shall be deemed products and shall be rejected. Purchaser will sign and return this instrument to Seller UNLESS THIS INSTRUMENT IS RETURNED, APPROVED OR REJECTED, TO SELLER WITHIN TEN (10) DAYS FROM RECEIPT. THE CONTRACT WILL BE CONSIDERED ACCEPTED BY PURCHASER.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said the company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise, to deliver to another carrier in the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed here under shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained. Including the conditions on back hereof, which are hereby agreed to by the shippers and accepted for himself and his assigns. (Mail or street Address of Consignee - for purposes of Notification ONLY)

Shipper Per Newline Transport

\* If the shipment moves between two ports by carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.  
 NOTE: where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property specifically stated by the shipper to be not exceeding.

Received from  
 Hanson Pipe & Precast, Inc.  
 the above Material in Good Order

Date	By
Please write any exceptions or remarks	

Customer Copy



HANSON PIPE & PRECAST, INC.  
 300 E. John Carpenter Freeway  
 IRVING 75062 TX  
 (972) 653-5500

**BILL OF LADING**

Bill of Lading: **369518**

09-APR-09 Page: 1 of 2

**604-GREENCOVE PIPE**

4210 US HIGHWAY 17 S  
 GREEN COVE SPRINGS FT. 32043-8137  
 United States

Ship Date: 13-APR-2009  
 Truck:  
 Load Slip: 11632705

Order: 10107406  
 PO: X  
 Mileage:

NEWLINE 2708193

**Plant Contact:**

Customer: 00035400  
 CDM CONTRACTING INC  
 P O BOX 596  
 LAKE BUTLER FL 32054 BRADFORD  
 United States

**Fax:**

**Ship To:**

CDM CONTRACTING INC  
 (FL) CR108 BID #08-039  
 JACKSONVILLE FL 32234 NASSAU  
 United States

Customer Contact: SHANN 386 623

Quantity	Description	Piece	Weight	Unit
2	EA P-R-024"~PFL-CL-3-B WALL-096"		4896.00	LBS
5	EA ME-24"~PFL-4:1~RCP-SPC-T-96"		12425.20	LBS
5	EA ME-24"~PFL-4:1~RCP-BELL-96"		12425.20	LBS
7	EA 24" RUBBER GASKET PROFILE (3/4 "X505CC)		3.69	LBS

*8910*  
*[Signature]*

Total Quantity: 19

Total Weight: 14.88 TON

*CR108*  
*09005*

*[Signature]* J175

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), packed, consigned and labeled as indicated below, which said the company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to the carrier in the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to said destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be performed on the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted to by himself and his assigns. (Mail or street Address of consignee - for purposes of notification ONLY)

Shipper Per Newline Transport

If the shipment moves between the ports by carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight. Note where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property specifically stated by the shipper to be transported.

Received from  
 Hanson Pipe & Precast, Inc.  
 the above Material in Good Order

Date By

**Customer Copy**

Please write any exceptions or remarks



**HANSON PIPE & PRECAST, INC.**  
 300 E. John Carpenter Freeway  
 IRVING 75062 TX  
 (972) 653-5500

**BILL OF LADING**

Bill of Lading: **369518**

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**1. PRICE:** Unless otherwise stated, all processing, manufacturing, severance, gross receipts, use and/or sales taxes, either now in effect or becoming effective after date of this contract, shall be added to the invoice and paid by the Purchaser, except when otherwise provided by law.

For all tax exempt sales the exemption certificate shall be attached and returned with signed contract to the Seller. Prices are quoted on truckload quantities delivered to jobsite on weekdays during regular working hours. Unless otherwise stated, it is understood that the prices quoted on products are contingent on the sale of quantities quoted.

RECEIPTED BILL OF LADING SHALL BE BINDING UNLESS IMMEDIATELY DISPUTED.

**2. NOTICE OF ASSIGNMENT OF ACCOUNT AND TERMS OF PAYMENT:** Seller's right to receive payments under this contract has been assigned to Hanson Pipe & Precast, Inc., DEPT. 0776, P.O. Box 120001, Dallas, TX 75312-0776. All accounts are payable in current funds to Hanson Pipe & Precast, Inc. at such address in Dallas, Texas. Payments on account by the Purchaser may, at the option of Hanson Pipe & Precast, Inc. be applied on the oldest unpaid items of account in order of original date.

Discounts will be allowed only if the Purchaser owes no past due accounts for any product heretofore sold by Hanson Pipe & Precast, Inc. its affiliates or subsidiaries.

Accounts are payable gross upon expiration of discount period. Interest will be charged on all past due accounts at the maximum legal rate allowed by law in the State where the Contract is consummated. In the event the collection of any unpaid balance is placed in the hands of attorneys, Purchaser shall pay reasonable attorney fees and costs of collection. If, at any time, the financial responsibility of the Purchaser is impaired or unsatisfactory to the Seller, the Seller shall have the right to cancel orders, discontinue shipments, require payments in advance and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.

**3. DELIVERY:** Jobs quoted for truck delivery at point-of-use are based on delivery of products in truckload quantities as near the desired location on the job as is accessible. The location shall be deemed inaccessible if the truck cannot proceed with the full load and under its own power without damage to the truck or driver.

The quoted delivery is based upon using our normal and customary equipment and personnel. In the event this procedure conflicts with any existing situation at or near the desired terminus-of-delivery, the Purchaser shall receive and become responsible for the products at a delivery location acceptable to our normal procedure.

The Purchaser shall furnish a representative on the job while receiving truck delivery to direct unloading and sign Bill of Lading.

The Purchaser agrees to discharge trucks in accordance with applicable tariff(s) in effect at the time of shipment.

In order to insure availability and satisfactory delivery service if applicable, the Purchaser agrees to give reasonable notice to Seller prior to delivery.

**4. SHIPMENTS:** All shipments shall be unloaded in their entirety at the designated delivery or unloading point, and no shipment is to be partially unloaded at one point and the remainder elsewhere. All shipments, rail and truck, are subject to all applicable tariff regulations.

Claims for damages in transit must be noted on Bill of Lading, or they will not be considered.

The Seller shall have the right to ship from other than the designated point of origin without the change of quoted price.

**5. CONTINGENCIES:** All quotations and agreements are subject to the contingencies of and delays in production and delivery. Seller will not be responsible for delays resulting from fire, flood, strikes, lockouts, difference with workmen, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or products governmental interference or regulation, acts of God or any other contingencies beyond Seller's control.

**6. WARRANTY: THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.**

Seller warrants that at the time of delivery, the quality of products and workmanship of Seller's product delivered under this contract shall conform to the requirements of the specifications set forth in the Sales Contract or to Seller's standard manufacturing practice if specifications have not been agreed upon with the Buyer.

**7. SPECIFICATIONS:** The specifications of the product sold under this contract are stated on the face of the Sales Contract/Bill of Lading.

**8. REMEDIES AND DAMAGES:** If the products furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability shall be to repair, replace (at our plant with full freight allowed to the jobsite, or upon mutual agreement to credit Purchaser's account for defective products. If repair or replacement is made, Seller shall have a reasonable time to make such repair or replacement. Notice of defective products must be given to Seller immediately upon discovery of the defect. Notwithstanding the foregoing, final notice of any defect hereunder must be given within thirty (30) days from date of delivery.

**IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS OR FROM ANY OTHER CAUSE OR BREACH HEREOF, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**

**9. PURCHASER'S WARRANTIES:** No warranties, express or implied, or representations made by the Purchaser to any person, firm or organization with respect to the products furnished under this contract shall in any manner enlarge the Seller's warranty contained herein and Purchaser shall indemnify and hold Seller and its affiliated subsidiary companies harmless against and with respect to all damage costs, expenses, claims and liabilities arising out of any such warranty or representation made by the Purchaser.

**10. LEGAL ACTION:** No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any products furnished under this contract more than one year after delivery of such products to the Purchaser. It is agreed that any cause of action with respect to such products shall accrue on the date of delivery of such products.

**11. TITLE:** Title transfers upon delivery, and Purchaser is then responsible for proper protection, lightening, placement, blocking or chocking, compliance with all regulations and ordinances, and will indemnify and defend Seller against all claims for personal injuries or property damage arising from said products.

**12. INSPECTION:** Any charges incurred for testing after the initial inspection or test made by or on behalf of Purchaser to determine compliance with specifications shall be paid by Purchaser. Purchaser agrees to permit Seller to receive a copy of all laboratory tests from laboratory at no expense to Seller.

**13. GENERAL:** Products other than normal design are for Purchaser's account. In the event any provision of this Sales Contract is held to be unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

No waiver of condition of sale shall be implied from any failure by Seller to exercise same. This instrument supersedes all previous quotations and/or contracts on this sale. Sale and delivery of the listed products are made subject solely to the terms and conditions herein stated notwithstanding any contrary provisions on purchase orders subsequently received by the Seller. Additional or different terms or any attempt by Purchaser to vary in any degree any of the terms of the sales contract shall be deemed products and shall be rejected. Purchaser will sign and return this instrument to Seller, UNLESS THIS INSTRUMENT IS RETURNED, APPROVED OR REJECTED, TO SELLER WITHIN TEN (10) DAYS FROM RECEIPT. THE CONTRACT WILL BE CONSIDERED ACCEPTED BY PURCHASER.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and delivered as indicated below, which said the company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to the carrier in the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to said destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns. (Mail or Street Address of Consignee - for purposes of Notification ONLY)

Shipper Per Newline Transport

If the shipment moves between carriers by carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight. NOTE: where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property specifically stated by the shipper on this bill of lading.

Received from

Hanson Pipe & Precast, Inc.

the above Material in Good Order

Date

By

Customer Copy

Please write any exceptions or remarks

**Dutton, Greg**

**From:** Nowak, William (APAC) [William.Nowak@apac.com]  
**Sent:** Tuesday, May 05, 2009 1:02 PM  
**To:** Dutton, Greg  
**Subject:** FW: Hanson Pipe

Pipe lengths are 8'.

***SAFETY FIRST ALWAYS***

Bill Nowak  
Project Manager  
APAC-Southeast, Inc., First Coast Division  
11482 Columbia Park Drive W, Suite 3  
Jacksonville, FL 32258  
O: 904-288-6300  
F: 904-288-6301  
C: 904-588-5314

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**From:** Lewis, Melinda (APAC)  
**Sent:** Monday, May 04, 2009 3:22 PM  
**To:** Nowak, William (APAC)  
**Subject:** Hanson Pipe

24" \$33.12/LF  
72" \$230.86/LF

*Melinda Lewis*  
*Contract Administrator*  
*APAC-Southeast, Inc.*  
*Ph: 904-288-6300*  
*Fax: 904-288-6333*  
*Cell: 904-588-4958*



**Date** May 5, 2009  
**Quote No.** 09050509153828  
**Project** Apac - Pipe Job  
 Jacksonville, FL  
 DUVAL County  
**Contractor** Apac Florida Jacksonville

**Bid Date** 05/05/2009  
**Plan Date**  
**Engineer** None

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 15 days from bid date.

**Storm Structures**

Description	Quantity	Unit Price	Ext Price
Delivery	1 EA	\$250.00	\$250.00
<b>Storm Quote Total</b>			<b>\$250.00</b>

**Reinforced Concrete Pipe**

Pieces	Unit	Total Feet	Description	Class	Unit Price	Total Price
5	8.0	40.0	24" Round Reinforced Concrete Pipe, Profile Gasket	IV	\$33.12	\$1,324.80
1	8.0	8.0	72" Round Reinforced Concrete Pipe, Profile Gasket	IV	\$230.86	\$1,846.88
<b>RC Pipe Total</b>						<b>\$3,171.68</b>

**Notes**

Allow 3-4 weeks for delivery

**Quote Total \$3,421.68**

Subject to State, County & Local Taxes.  
 F.O.B.: Jobsite, unloaded by others.  
 Above prices based on truckload quantities.  
 Terms: 1% 10th, Net 30

Heather Secrist  
**Office:** (904) 284-3213  
**Cell:** (904) 449-4300

BID. ALT. NO. 3: CULVERT REPL.

ALT-3: BID PRICE:

\$ 92,277.15

72" RCP: 88 LF

24" RCP: 160 LF

Material Costs

72" RCP: \$230.86/LF x 88 LF = \$20,315.68

24" RCP: \$33.12/LF x 160 LF = \$5,299.20

Hansen Prices

\$25,614.88

Labor & Equip

92,277.15 - 25,614.88 = \$66,662.27

INSTALLATION COST

72" RCP: Assumed Weighted % → 80% =

24" RCP: " " → 20%

\$53,329.82 (\$606.02/LF)  
\$13,332.45 (\$83.33/LF)

TOTAL COST PER PIPE

72": 20,315.68 + 53,329.82 = \$73,645.50

24": 5,299.20 + 13,332.45 = \$18,631.65  
92,277.15

COST PER FOOT (Furnish & Install)

72": \$73,645.50 / 88 LF = \$836.88/LF

24": \$18,631.65 / 160 LF = \$116.45/LF