

CS-08-49
Contract No: CN08-129

Bid No: NC08-008

RECEIVED
JUL 30 2008
Hashman Construction, Inc.

SECTION 00 52 15

AGREEMENT

THIS AGREEMENT is dated as of the 13th day of August in the year 2008 by and between the Board of County Commissioners, Nassau County, Florida, a political subdivision of the State of Florida, hereafter referred to as "Owner" and Hashman Construction, Inc., a Corporation, whose address is 2730-1 Clydo Road, Jacksonville, Florida 32207, hereafter referred to as "Contractor".

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project is located adjacent to the Nassau River on the southeast side of CR 107 / Old Nassauville Road near the intersection of Santa Juana Road in Yulee, Florida.

All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by Ayres Associates Inc and the proposed improvements will be awarded and constructed, if award is made, under one Contract. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment and services, including labor, for the Work, which generally involves:

- Construction of a nature trail
- Construction of a precast concrete seawall along the Nassau River
- Construction of a wood piling fishing pier
- Construction / Modification of a boat ramp with boardwalk, gangway, and floating dock
- Construction of a parking area, vendor / restroom building (by owner), picnic areas, and playground

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described is called:

GOFFINSVILLE – NASSAU RIVER PARK
BID NUMBER NC08-008
NASSAU COUNTY, FLORIDA

All work shall be in accordance with the construction drawings, specifications, and contract documents.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Ayres Associates Inc, who is to act as Owner's representative, for review and approval of shop drawings, change orders, and as-built drawings.

RECEIVED
CONTRACT MANAGER
2008 AUG -4 PM 1:10

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of Owner and to fully complete the project as specified in Section 4.02 of this Agreement.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before May 31, 2009 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before June 30, 2009.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$ 500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 200.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A below:

- A. For all Work, at the lump sum price of Two million ninety-seven thousand, two hundred and fifty-four and no cents (2,097,254.00); Detail of each line item as follows:

Item No.	Description	Unit	Total Cost
1	Mobilization	LS	\$11,118.00
2	Site Preparation	LS	\$39,204.00
3	Furnish & Install Concrete Bulkhead	LS	\$901,304.00
4	Furnish & Install Picket Handrail	LS	\$59,294.00
5	Furnish & Install Fishing Dock	LS	\$72,663.00
6	Furnish & Install Boardwalk, Gangway, & Floating Dock	LS	\$70,166.00
7A	Boat Ramp (Tedder Boat Ramp System)	LS	\$183,967.00
8	Nature Trail	LS	\$92,185.00
9	Picnic Pavilion	LS	\$68,709.00
10	Asphalt Driveway & Parking Area	LS	\$192,512.00
11	Stormwater Retention Pond		\$28,660.00

12	Playground Equipment		\$73,844.00
13A	Poured in Place Fall Zone Playground Material		\$66,266.00
14	Concrete Sidewalk (5" Thick)		\$9,139.00
15	Concrete Header Curb		\$4,084.00
16	Potable Water Well		\$20,529.00
17	Package Water Treatment System		\$85,276.00
18	Wastewater Treatment System		\$34,312.00
19	Electrical		\$74,249.00
20	Embankment (Backfill)		\$9,773.00
Total Contract Value			\$2,097,254.00

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% percent of the Work completed (with the balance being retainage).
 - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Addenda, if any
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Technical Specifications
 - 6. Construction Drawings
 - 7. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - c. Project Manual table of contents
 - d. Construction Drawing index
 - e. Performance Bond
 - f. Payment Bond
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Certificate of Substantial Completion
 - e. Certificate of Final Inspection
 - f. Certificate of Engineer
 - g. Certificate of Final Completion
 - h. CONTRACTOR's release.
 - i. Drawings and plans
 - j. Supplemental Agreements
 - k. CONTRACTOR's Waiver of Lien (Partial)
 - l. CONTRACTOR's Waiver of Lien (Final and Complete)
 - m. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - n. Consent of Surety To Final Payment
 - o. Instructions to Bidders
 - p. Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

None.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY



MARIANNE MARSHALL
ITS: CHAIR

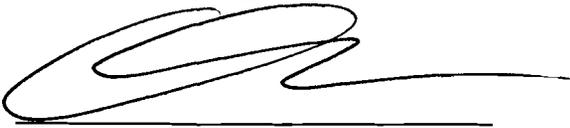
ATTEST TO CHAIR'S SIGNATURE



JOHN A. CRAWFORD
ITS: EX-OFFICIO CLERK

2008 8/13/08

APPROVED AS TO FORM BY THE
COUNTY ATTORNEY



DAVID A. HALLMAN

HASHMAN CONSTRUCTION, INC.



MARK HASHMAN
ITS: President

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KF
HASHM-1

DATE (MM/DD/YYYY)
07/30/08

PRODUCER Greene-Hazel & Associates, Inc. 10739 Deerwood Park Blvd, #200 Jacksonville FL 32256-2873 Phone: 904-398-1234 Fax: 904-396-7432	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Hashman Construction, Inc. Mark Hashman 2730 Clydo Road, suite #1 Jacksonville FL 32207	INSURER A:	FCCI Insurance Co. 10178
	INSURER B:	Fireman's Fund Insurance 21873
	INSURER C:	
	INSURER D:	
	INSURER E:	

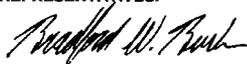
COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPP00049933	07/01/08	07/01/09	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Add'l Ins				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blankt Waiv Subro				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	CA00060093	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	CA00060093	07/01/08	07/01/09	PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Hired Phy Dam				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	UMB00031963	07/01/08	07/01/09	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC07A-56640	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Equipment Floater	MZI97508210	07/01/08	07/01/09	Rent/Leas Max-item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Goffinsville - Nassau River Park
 Certificate holder and U.S. Army Corps of Engineers is named additional insured.

RECEIVED
 MANAGEMENT
 2008 AUG 14 PM 1:49

CERTIFICATE HOLDER NASCBOC Nassau County Board of County Commissioners 96160 Nassau Place Road Yulee FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 
--	--

CHANGE ORDER APPROVAL FORM

PROJECT: Goffinsville-Nassau River Park

CHANGE ORDER NUMBER: 01

DATE: September 2, 2008

CONTRACT NUMBER: CN129

TO CONTRACTOR: Hashman Construction, Inc.

Reason for Change Order: Credit to use 48" precast concrete sheet pile in lieu of 30" originally specified. The 48" sheet pile will be the same in every way as the 30" originally specified except 48" width.

Original Contract Sum.....	\$	<u>2,097,254.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>2,097,254.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(43,360.00)</u>
New Contract Sum Including this Change Order.....	\$	<u>2,053,894.00</u>

APPROVED BY: 
Ed Sealover, County Coordinator

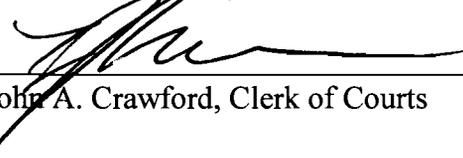
DATE: 9-8-08

APPROVED BY: 
David Hallman, County Attorney

DATE: 9-8-08

APPROVED BY: 
Marianne Marshall, Chair

DATE: 9-8-08

APPROVED BY: 
John A. Crawford, Clerk of Courts

DATE: 8-9-08

EBK 8/9/08



August 25, 2008

GENERAL CONTRACTORS

Daniel Salmon
Nassau County Building Maintenance Dept.
Post Office Box 1010
Fernandina Beach, FL 32035-1010
Sent VIA E-mail

COMMERCIAL

RE: Goffinsville – Nassau River Park
Change Order Proposal No. 01

INDUSTRIAL

Daniel:

DESIGN/BUILD

Please find listed below a proposal for a credit to use 48" precast concrete sheet pile in lieu of 30" originally specified. The 48" sheet pile will be the same in every way as the 30" originally specified except 48" width. Submittals for the revised width sheet piles will be forwarded for final approval. This proposal only includes the work as described in the attached proposal, no other work is included.

Total Proposed Credit

\$ (43,360.00)

If you have any questions or need any further information, please call our office.

Sincerely

Mark D. Hashman
President

Charlotte Young

From: Tammy Conley
Sent: Tuesday, August 26, 2008 8:39 AM
To: Charlotte Young
Cc: Tim Milligan
Subject: Goffinsville
Attachments: Goffinsville - Change Order.pdf

Morning Charlotte,

Tim wanted me to make sure you received a copy of the change order proposal No. 01

Thanks,

Tammy Conley
Building Maint Dept / Parks
904-548-4688
tconley@nassaucountyfl.com



August 25, 2008

Daniel Salmon
Nassau County Building Maintenance Dept.
Post Office Box 1010
Fernandina Beach, FL 32035-1010
Sent VIA E-mail

GENERAL CONTRACTORS

COMMERCIAL

RE: Goffinsville – Nassau River Park
Change Order Proposal No. 01

INDUSTRIAL

Daniel:

DESIGN/BUILD

Please find listed below a proposal for a credit to use 48" precast concrete sheet pile in lieu of 30" originally specified. The 48" sheet pile will be the same in every way as the 30" originally specified except 48" width. Submittals for the revised width sheet piles will be forwarded for final approval. This proposal only includes the work as described in the attached proposal, no other work is included.

Total Proposed Credit

\$ (43,360.00)

If you have any questions or need any further information, please call our office.

Sincerely

Mark D. Hashman
President

RECEIVED

NOV 00 2008

Nassau County
Department of Contract Management

County
Contractor
Field
Other

Nassau County
Building Maintenance Dept.

CHANGE ORDER REQUEST

PROJECT: Goffinsville CHANGE ORDER NUMBER: 02

Nassau River Park DATE: October 31, 2008

CONTRACT NUMBER: CN129

CONTRACTOR: Hashman Construction, Inc.

2730 Clydo Rd., Ste. 1, Jacksonville, FL. 32207

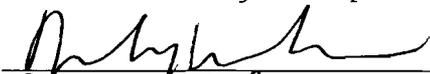
The Contract is changed as follows:

Original Contract Sum	\$	<u>2,097,254.00</u>
Net change by Previous Change Order	\$	<u>(43,360.00)</u>
Contract Sum Prior to This Change Order	\$	<u>2,053,894.00</u>
Amount of This Change Order (Add/Deduct)	\$	<u>17,837.36</u>
New Contract Sum, Including this Change Order	\$	<u>2,071,731.36</u>

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

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

RECOMMENDED BY: _____ DATE: _____
Resident Project Representative

ACCEPTED BY:  DATE: 10/31/2008
Mark D. Hashman, President

Approved by:  DATE: 10-31-08
Board of County Commissioners
Or their Designee



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

Jim B. Higginbotham
Michael H. Boyle
Stacy Johnson
Barry Holloway
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Hilliard/Bryceville
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

EDWARD L. SEALOVER
County Coordinator

November 4, 2008

Mark Hashman, President
Hashman Construction, Inc.
2730-1 Clydo Road
Jacksonville, FL 32207

Subject: Change Order No. 2 - Approval/Notice to Proceed

This letter shall serve as the official notice, that as designee for the Board of County Commissioners, I have approved Change Order No. 2, dated 10/31/08. Please find attached a copy of the fully executed change order. This Change Order No. 2 reflects your request as described in Change Order Proposal No. 03 (Replaces COP 02 Revised) dated 10/22/08, which increases the contract amount \$17,837.36. The additional work covered under this change order is for the removal of existing trees, including fallen trees caused by storm damage, in conflict with the construction of the Concrete Bulkhead, Item No. 3.

If you have any questions, do not hesitate to contact me.

Sincerely,

Daniel Salmon
Building Maintenance Director

cc: Ed Sealover, County Coordinator
Ted Selby, Director, Office of Management & Budget
Charlotte J. Young, Contract Management
John A. Crawford, Ex-Officio Clerk

(904) 491-7380 or (866)-474-1446

An Affirmative Action / Equal Opportunity Employer

Memo

To: Clerks Office, Brenda Linville or Connie Arthur
From: Tammy, Parks and Recreation (548-4688)
Date: 11/13/2008
Re: Goffinsville Park - Change Order #2

Please see attached (2) sets of Change Order #2 along with letter of approval from Daniel Salmon. These documents need to be recorded, afterwards (1) set returned to Hashman Construction at address:

Hashman Construction
Attn: Mark Hashman
2730-1 Clydo Road
Jacksonville, Florida 32207

Nassau County
Department of Contract Management

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: Goffinsville CHANGE ORDER NUMBER: 03

Nassau River Park DATE: November 18, 2008

CONTRACT NUMBER: CN129

CONTRACTOR: Hashman Construction, Inc.

2730 Clydo Rd., Ste. 1, Jacksonville, FL. 32207

The Contract is changed as follows:

Original Contract Sum	\$	<u>2,097,254.00</u>
Net change by Previous Change Order	\$	<u>(25,522.64)</u>
Contract Sum Prior to This Change Order	\$	<u>2,071,731.36</u>
Amount of This Change Order (Add/Deduct)	\$	<u>12,713.44</u>
New Contract Sum, Including this Change Order	\$	<u>2,084,444.80</u>

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

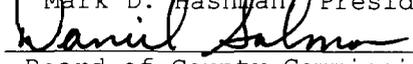
This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: _____ DATE: _____

Resident Project Representative

ACCEPTED BY:  DATE: 11/18/2008

Mark D. Hashman President

Approved by:  DATE: 11-18-08

Board of County Commissioners
Or their Designee



November 17, 2008

GENERAL CONTRACTORS

Daniel Salmon
Nassau County Building Maintenance Dept.
Post Office Box 1010
Fernandina Beach, FL 32035-1010
Sent VIA E-mail

COMMERCIAL

RE: Goffinsville – Nassau River Park
Change Order Proposal No. 04

INDUSTRIAL

Daniel:

DESIGN/BUILD

Please find attached and listed below a proposal to provide additional play area surface, 721 sf, and concrete slab per Engineers' request. This proposal only includes the work as described in the attached proposal, no other work is included.

Total Proposed Cost

\$ 12,713.44

If you have any questions or need any further information, please call our office.

Sincerely

Mark D. Hashman
President

A	B	C	D	E	F	G	H	I	J	K	L	M	
1		GOFFINSVILLE-NASSAU RIVER PARK											
2		CHANGE ORDER PROPOSAL 4											
3													
4		ADDITIONAL WORK TO PROVIDE ADDITIONAL FALL ZONE AREA CONCRETE AND ASSOCIATED PLAY SURFACE 721 SF											
5													
6													
7													
8													
9													
10	ITEM No.	CODE	DESCRIPTION: WORK PERFORMED BY GENERAL CONTRACTOR	QUANTITY	UNIT	UNIT LAB.	TOTAL LAB.	UNIT MAT.	TOTAL MAT.	UNIT SUB.	TOTAL SUB.	TOTAL	SUBCONTRACTOR/SUPPLIER
11			GENERAL CONDITIONS		DAYS		0.00		0.00		0.00	0.00	
12			SUPERVISION		DAYS		0.00	0.00	0.00		0.00	0.00	
13			CONCRETE	721.00	SF		0.00		0.00	3.00	2163.00	2163.00	
14							0.00		0.00		0.00	0.00	
15			SUB TOTAL:	TRUE	Check:	2163.00	0.00		0.00		2163.00	2163.00	
16			Labor Burden & Sales Tax			38.00%	0.00	7.00%	0.00		0.00	0.00	
17			SUB TOTAL:				0.00		0.00		2163.00	2163.00	
18			Builders Risk Insurance							0.56%		12.11	
19			General Liability Insurance							1.00%		21.63	
20			SUB TOTAL:									2196.74	
21			Overhead and Profit							15.00%		329.51	
22			SUB TOTAL:									2526.25	
23			Payment and Performance Bond							2.50%		63.16	
24			TOTAL:									2589.41	
25													
26													
27													
28													
29	ITEM No.	CODE	DESCRIPTION: WORK PERFORMED BY SUBCONTRACTORS	QUANTITY	UNIT	UNIT LAB.	TOTAL LAB.	UNIT MAT.	TOTAL MAT.	UNIT SUB.	TOTAL SUB.	TOTAL	SUBCONTRACTOR/SUPPLIER
30			PLAY SURFACE	1	LS		0.00		0.00	8456.86	8456.86	8456.86	PLAYNOW FLORIDA
31					LS		0.00		0.00		0.00	0.00	
32					LS		0.00		0.00		0.00	0.00	
33													
34													
35			SUB TOTAL:	TRUE	Check:	8456.86	0.00		0.00		8456.86	8456.86	
36			Labor Burden & Sales Tax			38.00%	0.00	7.00%	0.00		0.00	0.00	
37			SUB TOTAL:				0.00		0.00		8456.86	8456.86	
38			Builders Risk Insurance							0.56%		47.36	
39			General Liability Insurance							1.00%		84.57	
40			SUB TOTAL:									8588.79	
41			Overhead and Profit							15.00%		1288.32	
42			SUB TOTAL:									9877.11	
43			Payment and Performance Bond							2.50%		246.93	
44			TOTAL:									10124.03	
45													
46													
47			TOTAL CHANGE ORDER AMOUNT:									\$12,713.44	
48													
49													
50													



Proposal/Order

PowerPlay LT Farmington Inc

PlayNow Florida
13750 West Colonial Drive
Suite 350-134
Winter Garden, FL 34787
mlangley5@cfl.rr.com

INVOICE NO.
DATE November 12, 2008
CUSTOMER ID

Mary Langley PH: 407-947-6318/ FAX: 407-614-4313

TO Hashman Construction
2730 Clydo Road, Suite 1
Jacksonville, FL 32207
PH: 904-739-1122/FAX: 904-739-7952
kjernigan@hashmanconstruction.co

SHIP TO Goffinsville Park
Please Specify
Yulee, FL 32097

SALES	JOB	SHIPPING METHOD	SHIPPING TERMS	COLOR	PAYMENT TERMS	PURCHASE OPTIONS
ML	Goffinsville Park	Truck	3-4 weeks	standard	prepayment	

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
721.00	Poured in Place	Additional PIP sq footage	\$11.00		\$7,931.00
		if added to 3400 s.f. already			
		on order			

Price Includes: delivery & installation

Price Excludes: Security

Please note, the unit price above is based on this product being added to an existing order and is subject to change if ordered for installation at a different time.

SUBTOTAL	\$7,931.00
Freight	included
SALES TAX	\$525.86
TOTAL	\$8,456.86

Payment to: Playpower LT Farmington, Inc.
P.O. Box 897 Farmington, MO 63640

Approval and Acceptance of this proposal maybe executed by signing and faxing to 813/684-1432

Signature: _____
Title: _____
Date: _____

THANK YOU FOR YOUR BUSINESS!



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

Daniel B. Leeper
Michael H. Boyle
Stacy T. Johnson
Barry Holloway
Walter J. Boatright

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Hilliard/Bryceville
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

EDWARD L. SEALOVER
County Coordinator

November 20, 2008

Mark Hashman, President
Hashman Construction, Inc.
2730-1 Clydo Road
Jacksonville, FL 32207

Subject: Change Order #3 – Approval / Notice to Proceed

This letter shall serve as the official notice, that as designee for the Board of County Commissioners, I have approved Change Order No. 3, dated 11-18-08. Please find attached a copy of the fully executed change order. This Change Order No. 3 reflects your request as described in Change Order Proposal No. 04. The additional work covered under this change order is to provide additional play area surface, 721 sf, and concrete slab.

If you have any additional questions, do not hesitate to contact me.

Sincerely,

Daniel Salmon
Building Maintenance Director

Cc: Ed Sealoover, County Coordinator
Ted Selby, Director, Office of Management & Budget
Charlotte J. Young, Contract Management
John A. Crawford, Ex-Officio Clerk

(904) 491-7380 or (866)-474-1446

An Affirmative Action / Equal Opportunity Employer

Memo

To: Clerks Office, Brenda Linville or Connie Arthur
From: Tammy, Parks and Recreation (548-4688)
Date: 11/20/2008
Re: Goffinsville Park - Change Order #3

Please see attached Change Order #3 along with letter of approval from Daniel Salmon. Please file with the original Hashman contract.

Nassau County
Department of Contract Management

County
Contractor
Field
Other

CHANGE ORDER REQUEST

PROJECT: Goffinsville CHANGE ORDER NUMBER: 04

Nassau River Park DATE: December 08, 2008

CONTRACT NUMBER: CN129

CONTRACTOR: Hashman Construction, Inc.

2730 Clydo Rd., Ste. 1, Jacksonville, FL. 32207

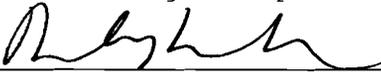
The Contract is changed as follows:

Original Contract Sum	\$	<u>2,097,254.00</u>
Net change by Previous Change Order	\$	<u>(12,809.20)</u>
Contract Sum Prior to This Change Order	\$	<u>2,084,444.80</u>
Amount of This Change Order (Add/Deduct)	\$	<u>4,309.70</u>
New Contract Sum, Including this Change Order	\$	<u>2,088,754.50</u>

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

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

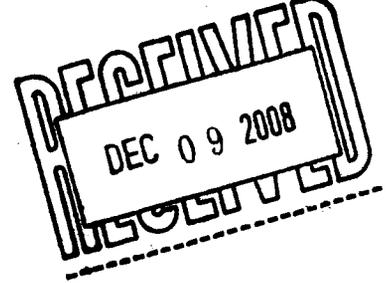
RECOMMENDED BY: _____ DATE: _____
Resident Project Representative

ACCEPTED BY:  DATE: 12/08/2008
Mark D. Hashman, President

Approved by:  DATE: 12-9-08
Board of County Commissioners
Or their Designee



2730 Clydo Road, Suite 1
Jacksonville, Florida 32207
904/739-1122 phone 904/739-7952 fax



LETTER OF TRANSMITTAL

TO: Daniel Salmon, Director
Nassau Co. Building Maint. Dept.
45195 Musselwhite Road
Callahan, FL. 32011

DATE: December 8, 2008

RE: PO No. 08000709-00 Goffinsville – Nassau River Park
Nassau County, Fl.

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop Drawings Prints Plans Samples Specifications
- Copy of Letter Change Order Other

Quantity	Date	No.	Description
2	12/08/08	Four	Change Order Request for Further Execution

THESE ARE TRANSMITTED as checked below:

- For Approval Approved As Submitted Resubmit _____ copies for approval
- For Your Use Approved As Noted Submit _____ copies for distribution
- As Requested Returned for Corrections Return _____ corrected prints
- For Review & Comment _____
- FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Please return one (1) original fully executed copy to Hashman Construction's office. If you have any questions, please call me at ext. 201

COPY TO: File

SIGNED: 
Marlene Smith, Controller



December 8, 2008

GENERAL CONTRACTORS

Daniel Salmon
Nassau County Building Maintenance Dept.
Post Office Box 1010
Fernandina Beach, FL 32035-1010
Sent VIA E-mail

COMMERCIAL

RE: Goffinsville – Nassau River Park
Change Order Proposal No. 05

INDUSTRIAL

Daniel:

DESIGN/BUILD

Please find attached and listed below a proposal to provide concrete curb at boat ramp 180 lf. 8" X 6". This proposal only includes the work as described in the attached proposal, no other work is included.

Total Proposed Cost

\$ 4,309.70

If you have any questions or need any further information, please call our office.

Sincerely

Mark D. Hashman
President

A	B	C	D	E	F	G	H	I	J	K	L	M	
1		GOFFINSVILLE-NASSAU RIVER PARK											
2		CHANGE ORDER PROPOSAL 5											
3													
4		ADDITIONAL WORK TO PROVIDE CURB AT BOAT RAMP											
5													
6													
7													
8													
9													
10	ITEM No.	CODE	DESCRIPTION: WORK PERFORMED BY GENERAL CONTRACTOR	QUANTITY	UNIT	UNIT LAB.	TOTAL LAB.	UNIT MAT.	TOTAL MAT.	UNIT SUB.	TOTAL SUB.	TOTAL	SUBCONTRACTOR/SUPPLIER
11			GENERAL CONDITIONS		DAYS		0.00		0.00		0.00	0.00	
12			SUPERVISION		DAYS		0.00	0.00	0.00		0.00	0.00	
13					SF		0.00		0.00		0.00	0.00	
14							0.00		0.00		0.00	0.00	
15			SUB TOTAL:	TRUE	Check:	0.00	0.00		0.00		0.00	0.00	
16			Labor Burden & Sales Tax			38.00%	0.00	7.00%	0.00		0.00	0.00	
17			SUB TOTAL:				0.00		0.00		0.00	0.00	
18			Builders Risk Insurance							0.56%		0.00	
19			General Liability Insurance							1.00%		0.00	
20			SUB TOTAL:									0.00	
21			Overhead and Profit							15.00%		0.00	
22			SUB TOTAL:									0.00	
23			Payment and Performance Bond							2.50%		0.00	
24			TOTAL:									0.00	
25													
26													
27													
28													
29	ITEM No.	CODE	DESCRIPTION: WORK PERFORMED BY SUBCONTRACTORS	QUANTITY	UNIT	UNIT LAB.	TOTAL LAB.	UNIT MAT.	TOTAL MAT.	UNIT SUB.	TOTAL SUB.	TOTAL	SUBCONTRACTOR/SUPPLIER
30			BOAT RAMP CURB	1	LS		0.00		0.00	3600.00	3600.00	3600.00	TEDDER
31					LS		0.00		0.00		0.00	0.00	
32					LS		0.00		0.00		0.00	0.00	
33													
34													
35			SUB TOTAL:	TRUE	Check:	3600.00	0.00		0.00		3600.00	3600.00	
36			Labor Burden & Sales Tax			38.00%	0.00	7.00%	0.00		0.00	0.00	
37			SUB TOTAL:				0.00		0.00		3600.00	3600.00	
38			Builders Risk Insurance							0.56%		20.16	
39			General Liability Insurance							1.00%		36.00	
40			SUB TOTAL:									3656.16	
41			Overhead and Profit							15.00%		548.42	
42			SUB TOTAL:									4204.58	
43			Payment and Performance Bond							2.50%		105.11	
44			TOTAL:									4309.70	
45													
46													
47			TOTAL CHANGE ORDER AMOUNT:									\$4,309.70	
48													
49													
50													

WORK ORDER FORM
 Notice of Change

WORK ORDER FORM Notice of Change	CHANGE ORDER NO. 1
PROJECT TITLE: BOAT RAMP INSTALLATION - GOFFINSVILLE PARK NASSAU COUNTY, FLORIDA	PRIME CONTRACTOR: HASHMEN CONSTRUCTION, INC. 2730 - 1 Clyde Road Jacksonville, Florida 32207
DATE OF REQUEST: December 4, 2008	VENDOR REQUESTING CHANGE: Randall G. Tedder Construction, Inc. PO Box 1461 Ocala, Florida 34478

THE FOLLOWING IS REQUESTED:

ADD:

Install 180 +/- lineal feet of 8"x6" concrete curbing: form, install steel pins, install #4 epoxy coated rebar, pour curb with 6000 psi concrete mix and finish.

180+/- curbing @\$20.00 per lineal foot = \$3,600.00

TOTAL AMOUNT OF CHANGE ORDER REQUEST: \$ 3,600.00

REASON FOR CHANGE:

Requested by Owner, Nassau County Board of County Commissioners

	+/- AMOUNT	TOTAL
CON TRACT AMOUNT:	\$165,230.00	\$165,230.00
CHANGE ORDER NO. 1	\$3,600.00	\$168,830.00
PROJECT AUTHORITY		
Authorized Signature		
DATE APPROVED:		



December 15, 2008

GENERAL CONTRACTORS

Daniel Salmon
Nassau County Building Maintenance Dept.
Post Office Box 1010
Fernandina Beach, FL 32035-1010
Sent VIA E-mail

COMMERCIAL

RE: Goffinsville – Nassau River Park
Change Order Proposal No. 06

INDUSTRIAL

Daniel:

DESIGN/BUILD

Please find attached and listed below a proposal to provide stainless steel post base anchors at picnic shelter in lieu of specified anchor. This proposal only includes the work as described in the attached proposal, no other work is included.

Total Proposed Cost

\$ 4,842.56

If you have any questions or need any further information, please call our office.

Sincerely

Mark D. Hashman
President

ON ACCOUNT

ESTIMATE

WHITE CAP #234
5409-100 BROADWAY AVENUE
(904) 388-2926
JACKSONVILLE, FL 32254-2

SOLD TO: 100849000
HASHMAN CONSTRUCTION INC
2730 CLYDO RD SUITE 1

SHIP TO: HASHMAN CONSTRUCTION INC
HASHMAN CONST
SHOP

JACKSONVILLE

FL 32207

JACKSONVILLE FL 32207

JOB#

7:54AM jryla234 ORD BY:

904-739-1122

ORDER NO	ORDER DATE	JOB NO.--CUSTOMER--P.O.NO.	SLSMN
234025529	12/11/08	100849006 QUOTE	6749

TERMS	SHIP VIA/ROUTING	DATE REQUESTED	SHIPPED	LOC	TAKEN BY
NET 30DAYS	2:TRUCK DELIVERY	12/11/08		234	JRYLA

LN	PART NUMBER	QTY ORD	QTY SHP	QTY BKO	PRICE	U/M	AMOUNT
BIN	H/M DESCRIPTION			ORD UNITS		DISC%	
10	+SPCB88SS CB88 S/S COLUMN BASE	24 EA	24	0	195.50		4,692.00
							<i>STAINLESS STEEL</i>
20	137CB88 ZZZNONE CB88 COLUMN BASE	24 EA	24	0	37.9800	EA	911.52
							<i>ORIGINAL SPEC</i>

SUBTOTAL	5,603.52
TAX	392.25
SHIPPED AMOUNT	5,995.77
SHIPPED WEIGHT	273.60

ALL QUOTES VALID FOR 15 DAYS FROM
ESTIMATE DATE UNLESS WHITE CAP
RECEIVES A PRICE INCREASE FROM THE
MANUFACTURERS. PLEASE CHECK WITH
YOUR SALES REP WITH ANY QUESTIONS.

*NO RETURNS OR REFUNDS ON SPECIALS *

A	B	C	D	E	F	G	H	I	J	K	L	M	
1		GOFFINSVILLE-NASSAU RIVER PARK											
2		CHANGE ORDER PROPOSAL 6											
3													
4		ADDITIONAL COST TO PROVIDE STAINLESS STEEL POST ANCHORS AT PICNIC SHELTERS											
5													
6													
7													
8													
9													
10	ITEM No.	CODE	DESCRIPTION: WORK PERFORMED BY GENERAL CONTRACTOR	QUANTITY	UNIT	UNIT LAB.	TOTAL LAB.	UNIT MAT.	TOTAL MAT.	UNIT SUB.	TOTAL SUB.	TOTAL	SUBCONTRACTOR/SUPPLIER
11			GENERAL CONDITIONS		DAYS		0.00		0.00		0.00	0.00	
12			SUPERVISION		DAYS		0.00	0.00	0.00		0.00	0.00	
13			ADD STAINLESS CB88 COLUMN BASE	24.00	EA		0.00	195.50	4892.00		0.00	4892.00	
14			DEDUCT SPECIFIED COLUMN BASE	-24.00	EA		0.00	37.98	-911.52		0.00	-911.52	
15			SUB TOTAL:			TRUE	Check:	3780.48	0.00		3780.48	0.00	3780.48
16			Labor Burden & Sales Tax				38.00%	0.00	7.00%		264.63	264.63	
17			SUB TOTAL:					0.00			4045.11	0.00	4045.11
18			Builders Risk Insurance							0.56%		22.65	
19			General Liability Insurance							1.00%		40.45	
20			SUB TOTAL:									4108.22	
21			Overhead and Profit							15.00%		616.23	
22			SUB TOTAL:									4724.45	
23			Payment and Performance Bond							2.50%		118.11	
24			TOTAL:									4842.56	
25													
26													
27													
28													
29	ITEM No.	CODE	DESCRIPTION: WORK PERFORMED BY SUBCONTRACTORS	QUANTITY	UNIT	UNIT LAB.	TOTAL LAB.	UNIT MAT.	TOTAL MAT.	UNIT SUB.	TOTAL SUB.	TOTAL	SUBCONTRACTOR/SUPPLIER
30				1	LS		0.00		0.00		0.00	0.00	
31					LS		0.00		0.00		0.00	0.00	
32					LS		0.00		0.00		0.00	0.00	
33													
34													
35			SUB TOTAL:			TRUE	Check:	0.00	0.00		0.00	0.00	0.00
36			Labor Burden & Sales Tax				38.00%	0.00	7.00%		0.00	0.00	
37			SUB TOTAL:					0.00	0.00		0.00	0.00	
38			Builders Risk Insurance							0.56%		0.00	
39			General Liability Insurance							1.00%		0.00	
40			SUB TOTAL:									0.00	
41			Overhead and Profit							15.00%		0.00	
42			SUB TOTAL:									0.00	
43			Payment and Performance Bond							2.50%		0.00	
44			TOTAL:									0.00	
45													
46													
47			TOTAL CHANGE ORDER AMOUNT:									\$4,842.56	
48													
49													
50													