

CS-20-084

CHANGE ORDER APPROVAL FORM

PROJECT: County Road 115 Road Improvements

REVISED
12/10/2020

CHANGE ORDER NUMBER: 2

DATE: 11/3/2020

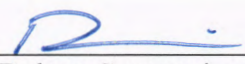
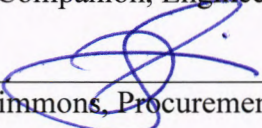
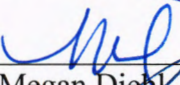
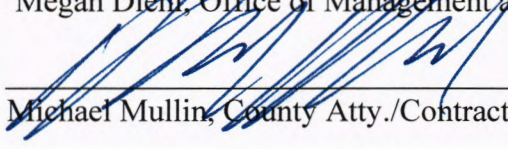
CONTRACT NUMBER: CM2731

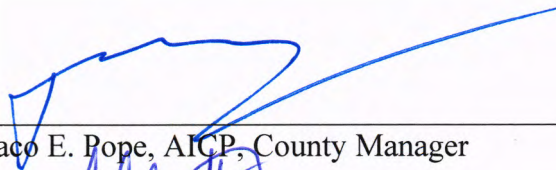
TO CONTRACTOR: Anderson Columbia Co. Inc.

Reason for Change Order: **The undersigned parties agree to amend this Contract by incorporating **ISSUE No. 1:** Plan Revision No. 1(RFI No.2), **ISSUE No. 2:** weather and holidays during the period of 2/17/2020, **ISSUE No. 3:** remove previously added Critical Path Method Schedule (CPM), and **ISSUE No. 4:** authorized field change to footprint of residential driveways-eliminating Type B Stabilization, and placing OBG-09 in lieu of OBG-05.**

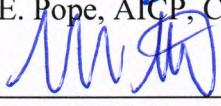
Original Contract Sum.....	\$	<u>6,769,323.25</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>544,731.11</u>
Contract Sum Prior to This Change Order.....	\$	<u>7,314,054.36</u>
 Amount of This Change Order (Add).....	\$	<u>100,902.05</u>
 New Contract Sum Including this Change Order.....	\$	<u>7,414,956.41</u>

The Contract Time will be **increased** 41 (Forty-One) days
 Previous estimated Substantial Completion: 10/24/2020 Final Completion: 12/08/2020
 New estimated Substantial Completion: **12/04/2020** Final Completion: **01/18/2021**

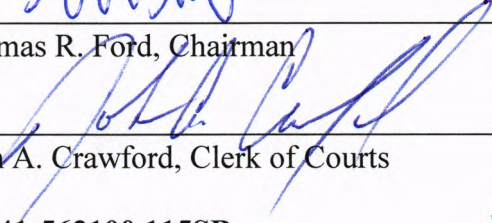
APPROVED BY: <u></u>	DATE: <u>11/06/2020</u>
Robert Companion, Engineering Services	
APPROVED BY: <u></u>	DATE: <u>11/9/2020</u>
Brian Simmons, Procurement Manager <i>AS TO METHODOLOGY USED</i>	
APPROVED BY: <u></u>	DATE: <u>11/10/20</u>
Megan Diehl, Office of Management and Budget <i>- Available Budget</i>	
APPROVED BY: <u></u>	DATE: <u>11/2/20</u>
Michael Mullin, County Atty./Contract Management	

APPROVED BY: 
Taco E. Pope, AICP, County Manager

DATE: 11/12/20

APPROVED BY: 
Thomas R. Ford, Chairman

DATE: November 23, 2020

ATTEST: 
John A. Crawford, Clerk of Courts

DATE: 11/30/2020

Account No(s). **63470541-563100 115SB**

MES
11-30-20

Invitation to Bid

Road Improvements for CR 115

NC19-015

SECTION 00 63 63

CHANGE ORDER REQUEST FORM

Change Order No. 02

PROJECT CR-115 Road Improvement

DATE OF ISSUANCE 10/1/2020

EFFECTIVE DATE 10/1/2020

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract / Purchase Order No.: CM2731

CONTRACTOR- Anderson Columbia Co., Inc

ENGINEER / ARCHITECT- Elton Alan

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

The undersigned parties agree to amend this Contract by incorporating ISSUE No. 1: Plan Revision No. 1 (RFI No. 2), ISSUE No. 2: weather and holidays during the period of 2/17/20 thru 9/20/20, ISSUE No. 3: remove previously added Critical Path Method Schedule (CPM), and ISSUE No. 4: authorized field change to footprint of residential driveway - elimination Turn B Stabilization, and placing ORC 00 in lieu of ORC 05

Attachments: (List documents supporting change)

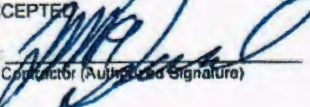
<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price \$ 6,769,323.25</p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times 295 (Substantial) / 340 (Final)</p> <p>Ready for Final Payment: 295 (9/14/20) / 340 (10/29/20) (days or dates)</p>
<p>Net change from previous Change Orders No. 01 to No. 01 \$ 544,731.11</p>	<p>Net change from previous Change Orders No. 01 to No. 01 40 (forty) (days)</p>
<p>Contract Price prior to this Change Order \$ 7,314,054.36</p>	<p>Contract Times Prior to this Change Order</p> <p>Substantial Completion: 335 (10/24/20)</p> <p>Ready for Final Payment: 380 (12/8/20) (days or dates)</p>
<p>Net Increase (decrease) of this Change Order \$ 100,902.05</p>	<p>Net Increase (decrease) of this Change Order 41 (forty-one) (days)</p>
<p>Contract Price with all approved Change Orders \$ 7,414,956.41</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: 376 (12/4/20)</p> <p>Ready for Final Payment: 421 (1/18/21) (days or dates)</p>

RECOMMENDED:
By: 
Engineer/Architect (Authorized Signature)

Date: 10/23/20

APPROVED:
By: 
COUNTY (Authorized Signature)

Date: 11/04/2020

ACCEPTED:
By: 
Contractor (Authorized Signature)

Date:

Reason:

ISSUE No. 1: Incorporate Plan Revision No. 1 into the Contract Documents.

On 1/29/20, the contractor submitted RFI No. 2 advising the CCEI of concrete driveways not identified in the original plans. The CCEI performed an independent evaluation of the project and provided the EOR with a list of 11 driveways not included in the Contract. The EOR provided Plan Revision No. 1 for distribution on 4/1/20. The revision included the missing driveways as well as driveways that had been modified.

OVERRUN OF EXISTING CONTRACT PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	PLAN REV. 1	TOTAL COST
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	\$ 8.02	531.3	\$ 4,261.03
0430174118	PIPE CULV. OPT MATL, ROUND, 18" SD	LF	\$ 48.08	221.0	\$ 10,625.68
0430174124	PIPE CULV. OPT MATL, ROUND, 24" SD	LF	\$ 60.21	96.0	\$ 5,780.16
0430984125	MITERED END SECT, OPTIONAL RD, 18" SD	EA	\$ 852.33	10.0	\$ 8,523.30
0430984129	MITERED END SECT, OPTIONAL RD, 24" SD	EA	\$ 992.35	4.0	\$ 3,969.40
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	\$ 67.30	444.0	\$ 29,881.20
0524 1 29	CONCRETE DITCH PAVT, REINFORCED, 4"	SY	\$ 73.47	82.0	\$ 6,024.54
0706 3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	\$ 3.70	334.0	\$ 1,235.80
0711 16101	THERMO, STD-OTH, WHITE, SOLID, 6"	GM	\$ 4,180.07	0.003	\$ 12.54
0711 16201	THERMO, STD-OTH, YELLOW, SOLID, 6"	GM	\$ 4,208.51	0.053	\$ 223.05
0711 16231	THERMO, STD-OTH, YELLOW, SKIP, 6"	GM	\$ 1,933.65	0.053	\$ 102.48

TOTAL OF ISSUE NO. 1: \$ 70,639.18

ISSUE No. 2: Amend this Contract by adding 41 (forty-one) additional days for weather and holidays during the period of 2/17/20 through 9/20/20. Per the project plan set (Sheet No. 23, Note No. 32), Standard General Conditions of the Construction Contract (6.2; Labor; Working Hours), and the 2019 (July) FDOT Standard Specifications (8-6.4; Suspension of Contractor's Operations – Holidays and Special Events and 8-7.3.2; Contract Time Extensions), the Contractor was unable to perform work from 2/17, 2/18, 2/21, 2/25 through 2/27, 3/5, 3/6, 3/9, 4/8, 4/10, 4/13 through 4/17, 4/20, 4/24, 4/30 (weather), 5/23 through 5/25 (Memorial Day), 5/26, 5/27, 6/4, 6/8, 6/9 (weather), 7/3, 7/4 (Independence Day), 7/7, 8/24, 8/25 (weather), 9/4 through 9/7 (Labor Day), 9/8 through 9/11 and 9/17 (weather). Therefore, 41 (forty-one) additional days are being added to the Contract time.

Description of Extension	Weather Days Granted	Holidays Granted	Total Days Granted	Remarks
Weather / Holiday Feb 17th thru Mar 15th 2020	9	0	49	Weather - 2/17, 2/18, 2/21, 2/25, 2/26, 2/27, 3/5, 3/6, 3/9 & Holiday - 0
Weather / Holiday Mar 16th thru Apr 19th 2020	7	0	56	Weather - 4/8, 4/10, 4/13, 4/14, 4/15, 4/16, 4/17 & Holiday - 0
Weather / Holiday Apr 20th thru May 17th 2020	3	0	59	Weather - 4/20, 4/24, 4/30 & Holiday - 0
Weather / Holiday May 18th thru Jun 14th 2020	5	3	67	Weather - 5/26, 5/27, 6/4, 6/8, 6/9 & Holiday - 5/23, 5/24, 5/25 (Memorial Day)
Weather / Holiday Jun 15th thru Jul 19th 2020	1	2	70	Weather - 7/7 & Holiday - 7/3, 7/4 (Independence Day)
Weather / Holiday Jul 20th thru Aug 16th 2020	0	0	70	Weather - 0 & Holiday - 0
Weather / Holiday Aug 17th thru Sep 20th 2020	7	4	81	Weather - 8/24, 8/25, 9/8, 9/9, 9/10, 9/11, 9/17 & Holiday - 9/4, 9/5, 9/6, 9/7 (Labor Day)

ISSUE No. 3: A CPM Schedule was incorporated into the Contract in CO No. 01, executed on March 18, 2020, due to the complexity of the project. During negotiations of incorporating a CPM Schedule, Anderson Columbia Co., Inc. (contractor) proposed utilizing Willoughby 2000 PLLC, LLC. This company provided the experience and knowledge of how a CPM Schedule should be submitted in accordance with the Specifications but instead the contractor chose to perform this task in-house.

A Baseline Schedule was submitted on March 10, 2020. This was reviewed by the CCEI and sent back to the contractor on April 16, 2020 noting the schedule was not accepted because of lack of detail.

Eight (8) weeks later, the contractor submitted a revised Baseline Schedule which still lacked the information and details needed to effectively analyze activities and accurately determine the status of the work.

Given this and where we are in the project, the CPM Schedule requirement is being removed from the Contract and rely on the Bar Chart submitted at the beginning of the project.

The amount below is being removed from the Contract:

- Amount of Issue No. 1: (\$9,000.00)
- Contractor markup of 10%: (\$900.00)
- (\$9,900.00)**

ISSUE No. 4: During a field meeting, held on 9/1/20, between the Owner (Nassau County), CCEI (CDM Smith) and Contractor (Anderson Columbia Co., Inc.), the Owner agreed to accept 6" of Optional Base Group 09 in lieu of Optional Base Group 05 and eliminating Type B Stabilization for residential driveways only. It was also agreed that the shoulders of the driveways would still need to be stabilized per the Contract Documents.

This authorized field change will affect the following Contract Pay Items:

UNDERRUN OF EXISTING CONTRACT PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	AUTH FC	TOTAL COST
0160 4	TYPE B STABILIZATION	SY	\$ 1.44	-6,889.0	\$ (9,920.16)
0285705	OPTIONAL BASE GROUP 05	SY	\$ 19.06	-6,889.0	\$ (131,304.34)
TOTAL:					\$ (141,224.50)

OVERRUN OF EXISTING CONTRACT PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	AUTH FC	TOTAL COST
0285709*	OPTIONAL BASE GROUP 09	SY	\$ 26.33	6,889.0	\$ 181,387.37
TOTAL:					\$ 181,387.37

TOTAL OF ISSUE NO. 4: \$ 40,162.87

Amber Carter

From: Megan Diehl
Sent: Friday, October 16, 2020 10:38 AM
To: Amber Carter; Susan Gilbert
Cc: Michael Mullin; Brian Simmons; Sharon Johns; John Cox
Subject: FW: CR 115 - Old Dixie Highway - CO 2
Attachments: 201015 CO NO. 02_CM2731_CR-115_PACKAGE.pdf

Please see below from Robert regarding a change order needed for CR 115. We can work together on this if needed.

Thanks!
Megan

MKD

From: Robert Companion <rcompanion@nassaucountyfl.com>
Sent: Friday, October 16, 2020 10:35 AM
To: Shelley Caldwell <scaldwell@nassaucountyfl.com>; Brian Simmons <bsimmons@nassaucountyfl.com>; Sharon Johns <sjohns@nassaucountyfl.com>; John Cox <jcox@nassaucountyfl.com>
Cc: Taco Pope <tpope@nassaucountyfl.com>; Megan Diehl <mdiehl@nassaucountyfl.com>
Subject: CR 115 - Old Dixie Highway - CO 2

Brian / John / Sharon,

I received the package for Change Order #2 for Old Dixie Highway.

This change will add **41 days**, due to weather and holidays (this was anticipated and the reason for the recent extension of the FDOT grant). New final completion will be January 18, 2021 (grant is good to March 31, 2021).

This change also includes a dollar amount of **\$100,902.05**. The following breaks down the costs:

11-12 additional driveways were installed by residents between design completion and construction. This required those additional driveways to be removed and replaced to meet the new road elevation. This cost was +\$70,639.18.

The base construction in many areas was exchanged from base group 5 to base group 9, a decision made to provide more strength in the roadway and simplify the installation process. This cost difference was an increase of +\$40,162.87

As a portion of CO 1 \$9,900 was added for the contractor to create and maintain a CPM schedule in lieu of a bar schedule. The contractor was not delivering the schedule as expected and so we have eliminated this requirement and will not pay the contractor for this item. The removal will result in a decrease in cost of ---\$9,900.

Total Budget: \$9,631,351
Total Committed Costs to Date: \$9,094,176.79
Total of Proposed CO: \$100,902.05
Remaining Budget: \$436,272.16

Let me know if you have questions.

Robert T. Companion, PE

County Engineer
Nassau County Engineering Services
96161 Nassau Place
Yulee, Florida 32097
(904) 530-6225

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

AGREEMENT FOR ROAD IMPROVEMENTS FOR CR 115

THIS AGREEMENT is dated as of the 23rd day of September in the year 2019, by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** (County) and **ANDERSON COLUMBIA CO. INC.** (Contractor).

County 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:

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

CONTRACTOR MUST BE FDOT PRE-QUALIFIED FOR ALL CATEGORIES OF WORK REQUIRED FOR THIS PROJECT.

This project consists of milling and resurfacing the existing lanes and widening approximately 1' on both sides of County Road 115 in Nassau County, FL as well as constructing new 5' paved shoulders and regrading ditches from Bypass Road to the Henry Smith Road in Nassau County, Florida. The work to be performed is generally described as a milling and resurfacing and widening project and includes:

- Performing embankment work to match proposed profile.
- Constructing roadside swales.
- Milling and resurfacing.
- Constructing a cross drain and side drains.
- Constructing ditch pavement.
- Constructing an asphalt pavement surface over a limerock base structure.
- Traffic maintenance and protection.
- Installing pavement markings and signage.
- Placing performance turf (Hydroseed & Sod).

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 as follows:

ROAD IMPROVEMENTS FOR CR 115
(from Bypass Road to Henry Smith Road)
Bid Number NC19-015
Nassau County, Florida

ARTICLE 3 - ENGINEER OF RECORD

3.01 The managing authority for this project shall be the Engineer of Record which is To be Determined who is to act as the County's representative, assume all duties and responsibilities and have the rights and

authority assigned to Engineer of Record in the Contract Documents in connection with completion of Work in accordance with the Contract documents.

- 3.02** The County will notify the Contractor in writing once the Engineer of Record has been approved and is under Contract with the County.

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 the County and to fully complete the project as specified in Section 4.02 of this Agreement.

4.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 295 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 340 calendar days; for every day the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 340 calendar days.

4.03 Liquidated Damages

- A. Contractor and the County recognize that time is of the essence of this Agreement and that the County 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 the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 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 the County, Contractor shall pay the County \$500.00 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 The County 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 and 5.01 B below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an Exhibit A.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (attached hereto as Exhibit A) for a Total of All Unit Prices of:

Six Million Seven Hundred Sixty Nine Thousand Three Hundred Twenty Three Dollars and Twenty Five Cent

(use words)

\$6,769,323.25

(figures)

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer of Record as provided in paragraph 9.07 of the General Conditions. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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 the County as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. The County 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 of Record may determine or the County 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).
 - c. At 50% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by Engineer of Record 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 the County 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 the County 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 of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record 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. Project Manual:
 - a. Project Manual Table of Contents
 - b. General Conditions
 - c. Supplementary Conditions
 - d. Technical Specifications
 - e. Appendixes (A-G)
 - f. Addenda
 - 3. Exhibits to this Agreement (enumerated as follows):
 - A. Contractor's Bid
 - 4. 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. Performance Bond
 - c. Payment Bond
 - d. Work Change Directives
 - e. Change Orders
 - f. Certificate of Substantial Completion
 - g. Certificate of Final Inspection
 - h. Certificate of Engineer
 - i. Certificate of Final Completion
 - j. CONTRACTOR'S release
 - k. Drawings and plans
 - l. Supplemental Agreements
 - m. CONTRACTOR'S Waiver of Lien (Partial)
 - n. CONTRACTOR'S Waiver of Lien (Final and Complete)
 - o. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - p. Consent of Surety to Final Payment
 - q. Instructions to Bidders
 - r. Contractor's Insurance Requirements, as set forth in the Bid Documents
 - s. Contractor Notification of Engineer of Record
- 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. The County 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 the County 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

- A. The County entered into a Small County Road Assistance Agreement with the State of Florida, Department of Transportation (Department), dated April 11, 2016, Financial Project No. 432767-1-54-01, pursuant to Section 339.2816, Florida Statutes, to provide funds for this project. Contractor agrees to be bound by the requirements of the FDOT-SCRAP agreement, incorporate by reference as if set forth herein.

B. Pursuant to the requirements of the FDOT-SCRAP agreement, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

C. Florida Statute 255.099 (Preference to State residents)

1. Contractor agrees to give PREFERENCE to the employment of STATE residents in the performance of the work on the project if STATE residents have substantially equal qualifications to those of nonresidents.
 - a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.
 - b) A contractor required to employ STATE residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the STATE's job bank system

D. Public Records Requirement:

The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the County and Contractor have signed this Agreement. A copy of this agreement has been delivered to the County, Contractor, and Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and Contractor or identified by Engineer of Record on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

COUNTY

Nassau County Board of County Commissioners

Signed: [Signature]

Title: Chairman

Date: September 23, 2019

[CORPORATE SEAL]

Attest: [Signature]

Title: Ex-Officio Clerk

Address for giving notices:

County Manager

96135 Nassau Place, Suite 6

Yulee, Florida 32097

Phone: 9045306010 FAX: 9043215784

CONTRACTOR

Anderson Columbia Co. Inc.

Signed: [Signature]

Title: E. Tony Williams, Jr., Vice President

Date: September 17, 2019

[CORPORATE SEAL]

Attest: [Signature]

Title: Karyl L. Howell, Contract Administrator

Address for giving notices:

P. O. Box 1829

Lake City, FL. 32056

Phone: 386.752.7585 FAX: _____

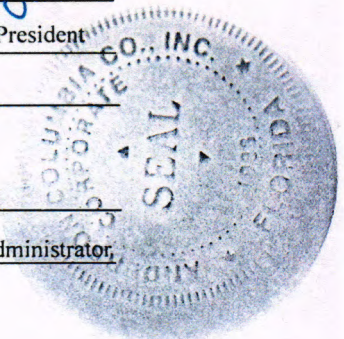
License CGC060909

(Where applicable)

Approved as to form by County Attorney

Agent for service of process:

[Signature]
Signature



MES
09-24-19

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

CHANGE ORDER APPROVAL FORM

PROJECT: County Road 115 Road Improvements

CHANGE ORDER NUMBER: 1

DATE: 3/6/20


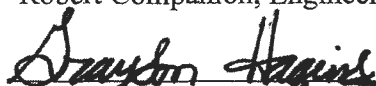
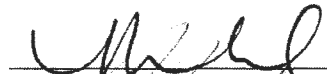
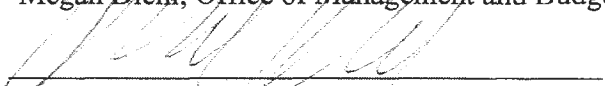
CONTRACT NUMBER: CM2731

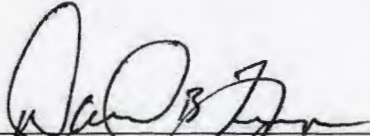
TO CONTRACTOR: Anderson Columbia Co. Inc.

Reason for Change Order: The undersigned parties agree to amend this Contract by compensating the Contractor for incorporation of **ISSUE No. 1:** Critical Path Method Schedule (CPM), **ISSUE No. 2:** additional milling from Sta. 15+00 to 196+00, **ISSUE No. 3:** leveling existing pavement to correct rutting from Sta. 196+00 to 420+96.52, **ISSUE No. 4:** additional milling and overlay for Dyal Road and **ISSUE No. 5:** weather, holidays and additional days related to the above mentioned work. See Additional Information below.

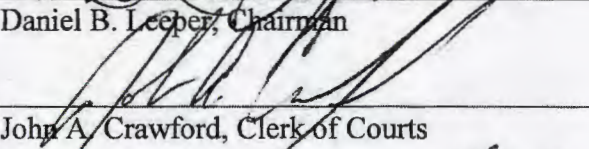
Original Contract Sum.....	\$	<u>6,769,323.25</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0</u>
Contract Sum Prior to This Change Order.....	\$	<u>6,769,323.25</u>
Amount of This Change Order (Add).....	\$	<u>544,731.11</u>
New Contract Sum Including this Change Order.....	\$	<u>7,314,054.36</u>

The Contract Time will be (increased) (decreased) (unchanged) 40 (Forty) days
Previous estimated Substantial Completion: 9/14/20 Final Completion: 10/29/20
New estimated Substantial Completion: 10/24/20 Final Completion: 12/8/20

APPROVED BY: <u></u>	DATE: <u>03/10/2020</u>
Robert Companion, Engineering Services	
APPROVED BY: <u></u>	DATE: <u>3/9/20</u>
Grayson Hagins, Contract/Purchasing Manager	
APPROVED BY: <u></u>	DATE: <u>3/12/20</u>
Megan Diehl, Office of Management and Budget	
APPROVED BY: <u></u>	DATE: <u>3/16/20</u>
Michael Mullin, County Manager/County Attorney	

APPROVED BY: 
Daniel B. Leeper, Chairman

DATE: March 18, 2020

ATTEST: 
John A. Crawford, Clerk of Courts

DATE: _____

Account No(s). 63470541-563100 115SB

MES
03-19-20

Additional Information:

Reason:

ISSUE No. 1: The Contract requires the Contractor to submit a bar chart schedule but, due to the complexity of this project, the CEI requested submission of CPM Schedules according to FDOT Specifications, 8-3.2 (\$5,500). These will be submitted on a monthly basis no more than 7 days after the monthly pay application has been submitted for processing (\$500.00 x 7 months).

- Amount of Issue No. 1: \$9,000.00
 - Contractor markup of 10%: \$900.00
- \$9,900.00**

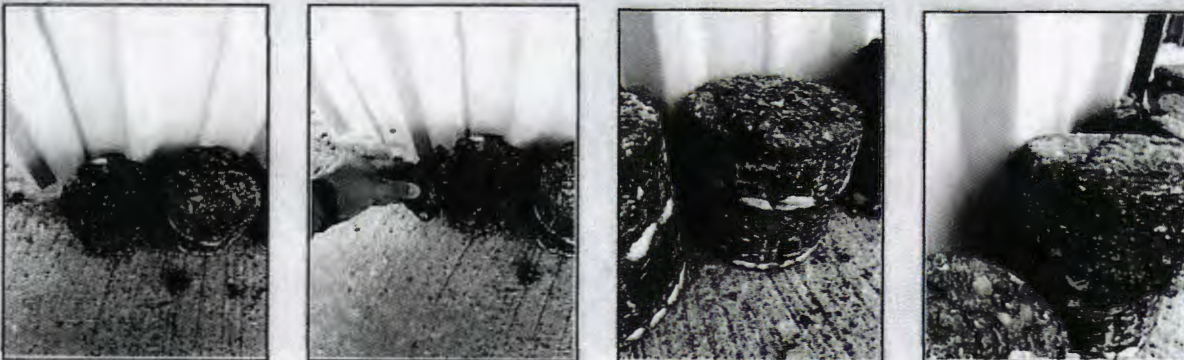
Price Proposal Submitted by Contractor

Proposal ID	County	Detailed CPM	Monthly Updates	Project Meetings*
NC 19-015	Nassau County	\$5,500 / LS	\$500 / Each	\$600 / Day + Travel

* Project meetings / site visits are at Contractor's discretion.

ISSUE No. 2: On 1/15/20, the Contractor provided photos of asphalt cores taken throughout the project. These photos, shown below, confirm the cracks in the existing pavement go beyond the proposed milling depth shown in the plans. Increasing the milling depth from 1" to 2.5" from Sta. 15+00 to 196+00 is needed in order to prevent the existing cracks from reflecting through the newly paved surface.

Cores Taken



Photos of Existing Roadway



The Contractor will be compensated for the additional milling depth, additional asphalt, and 2 (two) days for additional MOT. There will be a credit of 35,738.0 SY for the 1" milling originally called for in the plans. The breakdown is as follows:

Pay Item	Description	Quantity	Unit	Unit Cost	Total
0327 70 8	Mill Exist Asph Pavt, 2.5"	35,738.0	SY	\$ 2.60	\$ 92,918.80
0334 1 52	SP Asph Conc., TL-B, PG76-22, 1.5"	2,950.0	TN	\$ 102.62	\$ 302,729.00
0102 1	Additional MOT (2 Days)	2.0	ED	\$ 620.16	\$ 1,240.32
0327 70 1	Mill Exist Asph Pavt, 1.0"	(35,738.00)	SY	\$ 1.35	\$ (48,246.30)
Issue No. 2 Total:					\$ 348,641.82

ISSUE No. 3: During Progress Meeting No. 5, held on 2/5/20, the CEI and Contractor discussed the wheel ruts from Sta. 196+00 to Henry Smith Rd. The CEI performed field investigation by taking measurements every 50.0' calculating wheel ruts as deep as 3 1/4" (see photos below). The Contractor will mill this area per plan, 3/4" milling, and then place a leveling course prior to friction course.



The Contractor is being compensated for leveling the roadway from Sta. 196+00 to 420+96.52 with superpave asphalt as well as 4 (four) days for additional MOT. See breakdown below:

Pay Item	Description	Quantity	Unit	Unit Cost	Total
N/A	SP Asphalt Leveling Course, 9.5	1,080.9	TN	\$ 114.53	\$ 123,795.48
0102 1	Additional MOT (4 Days)	4.0	ED	\$ 620.16	\$ 2,480.64
Issue No. 3 Total:					\$ 126,276.12

ISSUE No. 4: The Contractor has requested to implement a detour for closing the road to install the proposed quadruple 84” pipe. The requested detour route includes Dyal Rd, which is partially unpaved at this time. There were signs prohibiting truck traffic on Dyal Rd. These signs shall be removed during the detour to allow truck traffic. The contractor has agreed to pave the portion on Dyal Rd that is unpaved utilizing the Contract unit prices.



ISSUE No. 5: Amend this Contract by adding 40 (forty) additional days for weather, holidays, NTP and delay of work starting 3/3/20 until the Board Meeting, during the period of 11/25/19 thru 2/16/20. Per the project plan set (Sheet No. 23, Note No. 32), Standard General Conditions of the Construction Contract (6.2; Labor; Working Hours), and the 2019 (July) FDOT Standard Specifications (8-6.4; Suspension of Contractor’s Operations – Holidays and Special Events and 8-7.3.2; Contract Time Extensions), the Contractor was unable to perform work from 11/27/19 through 12/1/19 (Thanksgiving), 12/23/19 (weather), 12/24/19, 12/25/19 (Christmas) 12/28/19 (weather), 12/31/19 and 1/1/20 (New Year’s), and 1/4, 1/31, 2/7, and 2/14 (weather). Therefore, 40 (forty) additional days are being added to the Contract time.

Description of Extension	Weather Days Granted	Other Granted Days	Total Days Granted	FHWA Participation	Remarks
Weather / Holiday Letter Nov 25th thru Dec 31st 2019	2	8	10	N/A	Weather - 12/23 and 12/28 and Holiday - 11/27, 11/28, 11/29, 11/30, 12/1, 12/24, 12/25, 12/31
Weather / Holiday Letter Dec 31st thru Jan 19th 2020	1	1	12	N/A	Weather - 1/4 and Holiday - 1/1
Weather / Holiday Letter Jan 20th thru Feb 16th 2020	3	0	15	N/A	Weather - 1/31, 2/7, 2/14 and Holiday - 0