

CHANGE ORDER APPROVAL FORMPROJECT: Amelia Island Booster Pump StationCHANGE ORDER NUMBER: 10DATE: 3/24/25CONTRACT NUMBER: CM3003

UPB 4/4/2025

PURCHASE ORDER NUMBER (IF APPLICABLE): 22000101TO CONTRACTOR: Sawcross Inc.

Description: Furnished additional temporary generation rental for the time the County completed the required financial risk paperwork. Additionally, this change order includes multiple additional mobilization of subcontractors which required coordination with general contractors as needed for testing and check.

Reason for Change Order: Extended temporary generator rental and subcontractor mobilizations due to the extended process of approving the permanent generator's fuel tank to be filled.

Original Contract Sum.....	\$	<u>3,488,000.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>24,407.80</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,618,262.23</u>
Amount of this Change Order (Add).....	\$	<u>40,468.02</u>
New Contract Sum Including this Change Order.....	\$	<u>3,658,730.25</u>

The Contract Time will be **increased or decreased (select one)** 37 daysPrevious Substantial Completion: 01/01/25 Previous Final Completion: 01/31/25New Substantial Completion: 02/07/25 New Final Completion: 03/09/25

APPROVED BY: Chris Lacambra
 4/3/2025 Department Head/Managing Agent

DATE: 4/3/2025

APPROVED BY: Lanace Helmore
 Procurement

DATE: 4/3/2025

APPROVED BY: Chris Lacambra
 Office of Management and Budget

DATE: 4/3/2025 JP

4/2/2025

APPROVED BY: Denise C. May, Esq., BCS
 County Attorney

DATE: 4/3/2025

APPROVED BY: 
County Manager

DATE: 4/3/2025

APPROVED BY: N/A
Chairman

DATE:

ATTEST: N/A
John A. Crawford, Clerk of Courts

DATE:

Account No(s). 71500533-563552 BPS

SECTION 00 63 63

CHANGE ORDER REQUEST FORM

(Instructions on 00 63 63-2)

No. 10

DATE OF ISSUANCE PROJECT 3/12/25 EFFECTIVE DATE 3/21/25

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract / Purchase Order No.: CM3003/PO 22000101

CONTRACTOR Sawcross Contractors and Engineers, Inc.

ENGINEER / ARCHITECT GAI Consultants

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

Furnish additional temporary generation rental for the time the County completed the required financial risk paperwork. Additionally, this change order includes multiple additional mobilization of subcontractors which required coordination with the general contractor as needed for testing and check.

CHANGE IN CONTRACT PRICE: Original Contract Price \$ <u>3,488,000.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times Ready for Final Payment: <u>3/23/2023</u> <u>575 days</u> (days and dates)
Net change from previous Change Orders No. <u>0</u> to No <u>9</u> \$ <u>105,854.43</u>	Net change from previous Change Orders No. <u>0</u> to No <u>9</u> <u>585</u> (days)
Contract Price prior to this Change Order <u>\$3,618,262.23</u>	Contract Times Prior to this Change Order Substantial Completion: <u>01/01/25 (1225 days)</u> Final Payment: <u>01/31/25 (1255 days)</u> (days and dates)
Net Increase (decrease) of this Change Order \$ <u>40,468.02</u>	Net Increase (decrease) of this Change Order <u>37 days</u> (days)
Contract Price with all approved Change Orders <u>\$ 3,658,730.25</u>	Contract Times with all approved Change Orders Substantial Completion: <u>02/07/25 (1262 days)</u> Final Payment: <u>03/09/25 (1292 days)</u> (days and dates)

RECOMMENDED:

By: Teresa Arby-Butler
 Engineer/Architect (Authorized Signature)
 Signature)

Date: 03.21.25

APPROVED:

By: [Signature]
 COUNTY (Authorized Signature)

Date: 3.26.25

ACCEPTED:

By: [Signature]
 Contractor (Authorized)

Date: 3/21/25

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order, thereon, should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract

Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer / Architect / Etc. initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from the County or both.

Once Engineer / Architect / Etc. has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to the County for approval. Engineer should make distribution of executed copies after approval by the County.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

END OF SECTION



SAWCROSS

Contractors & Engineers

10970 NEW BERLIN ROAD JACKSONVILLE, FL 32226-2270
904-751-7500 (VOICE) 904-751-0600 (FAX) WWW.SAWCROSS.COM (INTERNET)

January 23rd, 2025

Teresa Irby-Butler, FGUA
Greg Kolb, GAI
Nassau Booster Pump Station Replacement Project

Subject – Change Order #10 – Extended Generator Rental & Subcontractor Mobilizations

Teresa & Greg,

The attached Change Order request includes an additional 8 weeks of temporary generator rental for the dates listed below. This add is due to the extended process of approving the permanent generator's fuel tank to be filled. I used the same weekly rate included in the previous change order. Also included are the Change Order request from our subcontractors for the missed start-up.


1. 12/16/24 – 12/20/24
2. 12/23/24 – 12/27/24
3. 12/30-24 – 01/03/25
4. 01/06/25 – 01/10/25
5. 01/13/25 – 01/17/25
6. 01/20/25 – 01/24/25
7. 01/27/25 – 01/31/25
8. 02/03/25 – 02/07/25

We request the substantial completion date be extended to beyond 2/7/25 to align with the scheduled generator start-up the week of 2/3/25 – 2/7/25.

Please let me know if you need any additional information. Thanks in advance for your consideration!

Sincerely,

Justin Hanson
Project Manager
904-751-7500 Ext. 127
justinh@sawcross.com

 SAWCROSS Contractors & Engineers		SAWCROSS, INC.						
		2105 - NAU Booster Pump Station Replacement R1						
PREPARED FOR:	FGUA/GAI	PREPARED BY:	Justin Hanson	DATE:	1/22/2025	CHANGE ORDER	#10	
LABOR		DESCRIPTION OF WORK		STANDARD HOURS	OVERTIME HOURS	BASE RATE	OVERTIME RATE	TOTAL \$
Pipe Foreman				0.0	0.0	\$ 0.00	\$ 0.00	\$ 0.00
Pipe Fitter				0.0	0.0	\$ 45.00	\$ 0.00	\$ 0.00
Equipment Operator				0.0	0.0	\$ 0.00	\$ 0.00	\$ 0.00
Pipe Fitter Helper				0.0	0.0	\$ 0.00	\$ 0.00	\$ 0.00
DIRECT LABOR HOURS				0.0				
DIRECT LABOR HOURS OVERTIME				0.0				
DIRECT LABOR HOURS TOTAL				0.0				
FOREMAN				8.0	0.0	\$ 65.00	\$ 0.00	\$ 520.00
PROJECT MANAGER				0.0	0.0	\$ 50.00	\$ 0.00	\$ 0.00
						Labor Subtotal		\$ 520.00
						Contingency	0%	0
						Labor Total		\$ 520.00
MATERIALS		DESCRIPTION		QTY	UNIT COST	TOTAL COST		TOTAL
Temporary Generator Rental		Additional time starting 12/16/24		8	\$ 2,836.00	\$ 22,688.00		\$ 22,688.00
				1	\$ 0.00	\$ 0.00		\$ 0.00
				1	\$ 0.00	\$ 0.00		\$ 0.00
				1	\$ 0.00	\$ 0.00		\$ 0.00
				1	\$ 0.00	\$ 0.00		\$ 0.00
				1	\$ 0.00	\$ 0.00		\$ 0.00
				1	\$ 0.00	\$ 0.00		\$ 0.00
						Material Subtotal		\$ 22,688.00
						Tax	7%	\$ 1,588.16
						Contingency	0%	\$ 0.00
						Material Total		\$ 24,276.16
GENERAL CONDITIONS		DESCRIPTION		QTY. Rate	UNIT COST	WEEKS		TOTAL
Bond Rider		Included at the owners request		1	\$ 412.00	1.00		\$ 412.00
General Conditions		Description		1	\$ 0.00	0.00		\$ 0.00
						GCs Subtotal		\$ 412.00
						Contingency	0%	\$ 0.00
						GCs Total		\$ 412.00
SUBCONTRACTORS		DESCRIPTION		QTY. Rate	UNIT COST	WEEKS		TOTAL
Universal Electric		Additional Mobilization		1	\$ 5,282.55	1.00		\$ 5,282.55
Southern Flow		Additional Mobilization		1	\$ 5,650.62	1.00		\$ 5,650.62
						SC Subtotal		\$ 10,933.17
						Contingency	0%	\$ 0.00
						SC Total		\$ 10,933.17
SUMMARY								
				LABOR (Including Burden)		\$ 520.00		
				MATERIALS		\$ 24,276.16		
				EQUIPMENT		\$ 0.00		
				General Conditions		\$ 412.00		
				Subcontractors		\$ 10,933.17		
				TOTAL COSTS		\$ 36,141.33		
				MARK UPS ON LABOR (15%)		\$ 78.00		
				MARK UPS ON MATERIAL (15%)		\$ 3,641.42		
				MARK UPS ON EQUIPMENT (15%)		\$ 0.00		
				MARK UPS ON SUBCONTRACTORS (5%)		\$ 546.66		
				BOND		\$ 60.61		
				TOTAL:		\$ 40,468.02		



6445 Industrial Way Suite A
Alpharetta, GA 30004
(770) 667-5189
southernflowinc.com

January 20, 2025

Justin Hanson
Sawcross Contractors & Engineers
10970 New Berlin Rd
Jacksonville, FL 32226

RE: Additional Site Visit for Generator Startup

Justin:

Southern Flow is pleased to provide a change order request for the following:

Cost	Description
\$1600.00	(1 Day) On-Site Technician for Generator Startup
\$3200.00	(2 Days) Travel Time
\$850.62	Per Diem, Mileage

Base Price:	\$5,650.62
Sales Tax (0%):	\$0.00
Total Price:	\$5,650.62

Sincerely,

A handwritten signature in black ink that reads 'Justin Harrell' in a cursive script.

Justin Harrell
Controls Engineer

Additional Engineering:

Includes changes to documentation, start-up, and commissioning, etc...

Note:

Travel time is included and it is planned for this work to take place during the normal build time and scheduled start-up time. Should Southern Flow incur additional travel expenses to facilitate the change order it will be billed to the customer at \$0.69/mile plus lodging expenses. This change order request is not inclusive of any required electrical conduit or termination of wires.

Invoice #

4874300

RECEIVED

FEB 21 2025

**GUIGNARD**
AN UNCOMMON BOND

DATE: February 19, 2025

SAWCROSS, INC.

1904 Boothe Circle, Longwood, FL 32750

407-834-0022 888-220-3780

To: Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226

2105 - Justin

Job
Code
ACCT
Ret %
Desc.

Client No.:
2020067

Effective Date	Surety	Bond No.
8/2/2021	Western Surety Company	30135339

Description				Premium Due
Obligee:	Board of County Commissioners Nassau County, FL			\$412.00
Description:	Contract No.: CM3003, Bid No.: NC21-012-ITB; Nassau Amelia Utilities (NAU) Amelia Island Booster Pump Station Replacement			
Bond Amount:	\$3,658,317.64			
Fees:	Agent Fees	Agency Fees	Carrier Fees	Total Fees
Notes:	Change In Contract Amount per CO 9 and CO 10			\$0.00
	BOND/CONTRACT AMOUNT Old Bond Amount = \$3,593,854.43 New Bond Amount = \$3,658,317.64 Changed Amount = \$64,463.21 Old Premium = \$25,501.00 New Premium = \$25,913.00 Changed Premium = \$412.00			
Total Due:				\$412.00

*Payment due upon receipt.**Please reference the bond number or invoice number on your check.**If you have any questions, don't hesitate to contact our office.***WE SINCERELY APPRECIATE YOUR BUSINESS!***Bonding Since 1977*



Jacksonville Office
12574 Flagler Center Boulevard
Suite 202
Jacksonville, Florida 32258

T 904.363.1110
F 904.363.1115

March 5, 2025
Project A170272.04

Teresa Irby-Butler, PE, CGC, ENV SP
Capital Project Manager
Government Services Group, Inc.
280 Wekiva Springs Road, Suite 2070
Longwood, Florida 32779-6026

**Nassau County Amelia Island WTP Booster Pump Modification Project
Review of Sawcross Change Order #10 Relating to Temporary Generator Rental
Nassau County, Florida**

Dear Ms. Irby-Butler:

GAI Consultants, Inc. (GAI) has reviewed the letter from Sawcross Contractors & Engineers, Inc. dated January 23rd, 2025, relating to the extended rental costs for the provision of a temporary generator for the period of December 16, 2024, to February 7, 2025, and associated additional subcontractor mobilization charges associated with multiple site visits. The initial startup of the new permanent generator system was scheduled for the week of December 9, 2024, but was cancelled due to the new fuel tank not being certified for service.

Our records indicate that the delay in the start-up and testing of the new permanent generator system between December 16, 2024 to February 7, 2025 was attributed to deferred inspections/certifications by regulatory agencies necessary to clear the new generator's above ground fuel tank for service, which impacted the critical path schedule of the succeeding activities including filling of fuel tank and coordination of subcontractor and manufacturer's representatives for the contract-required onsite testing and start-up services for the system.

As the booster pump station facility is critical to maintaining potable water and fire protection level of service for the NAU service area, a temporary backup generator system was required to be in place until the new permanent generator was tested and fully activated the week ending February 7, 2025.

We have reviewed the request for reimbursement for the above referenced costs, as detailed in the contractor's Change Order #10 request against the requirements of the contract documents and are of the position that the costs are fair and reasonable, and the contractor should be eligible for reimbursement.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,
GAI Consultants, Inc.

Gregory David Kolb

Digitally signed by Gregory David
Kolb
DN:
E=G.Kolb@gaiconsultants.com,
CN=Gregory David Kolb
Date: 2025.03.05 15:27:19-05'00'

Gregory D. Kolb P.E.
Senior Project Manager

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance and Payment Bonds NO. 30135339
(Bond Type) *(Bond Number)*
 IN FAVOR OF Board of County Commissioners Nassau County, FL
(Obligee)
 ON BEHALF OF Sawcross, Inc.
(Principal)
 EFFECTIVE August 02, 2021
(Original Effective Date)

PROJECT: Contract No.: CM3003, Bid No.: NC21-012-ITB; Nassau Amelia Utilities (NAU) Amelia Island Booster Pump Station Replacement, Base Map USGS, Amelia Nassau County 7.5 Minute Quadrangle

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, Western Surety Company
 hereby gives its consent to change; Contract Amount/Bond Amount

(of) the attached bond FROM: \$3,593,854.43


TO: \$3,658,317.64

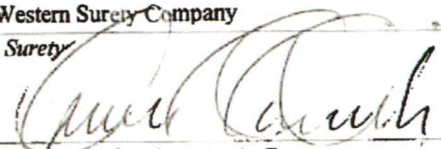
REASON: To include changes to the contract through and including Change Order 10.

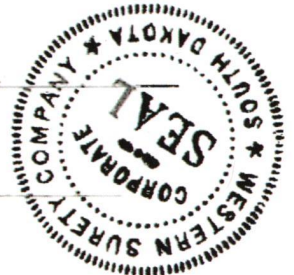
EFFECTIVE: February 19, 2025

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 19th day of February, 2025

Sawcross, Inc.
 Principal
 By: 
 Mark Wickinbottom, President

Western Surety Company
 Surety

 April L. Lively, Attorney in Fact
 Inquiries: (407) 834-0022



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Jennifer L Hindley, Margie L Morris, Allyson Foss Wing, Deborah Ann Defoe, Christine A Morton, Kelly Phelan, David R Turcios, Mariel Urchipia, Amanda Jo Herstine, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of February, 2024.



WESTERN SURETY COMPANY

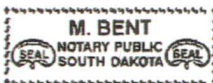
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 14th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of February, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions



ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company"

Go to WWW.CBSURETY.COM > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between [name of contracting entity] ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby 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: **[Brief description of Work]**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **[Brief description of Project]**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Kimberly Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Jessica Novak.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is 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.

The Work will be substantially complete within 500 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 545 calendar days; for everyday the work goes beyond substantial completion; a day will be removed from final completion so the total days equal 545 calendar days.

4.02 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 [event & date/days]
2. Milestone 2 [event & date/days]
3. Milestone 3 [event & date/days]

Guidance Notes—Liquidated Damages

1. Liquidated damages are commonly used to address unexcused late completion of the Work. The topic is discussed in the Commentary. Delete Paragraph 4.05, Liquidated Damages, if such damages will not be established in the specific Contract.
2. At Substantial Completion, the Owner is able to use the Work for its intended purpose, by definition. See General Conditions, Paragraph 1.01.A. Achieving Substantial Completion is typically a critical deadline, and the associated damages for missing this deadline are typically significant. Paragraph 4.05.A.1 is the location for stating a liquidated amount for such damages, usually on a per-day basis.
3. The subsequent failure to complete the punch list tasks and bring the Work to a complete close by the final completion date may also result in some degree of damages to Owner—though typically these damages are significantly less than the daily damages for not achieving Substantial Completion on time. Some users may choose to establish liquidated damages only for the failure to achieve Substantial Completion. If that is the case, delete Paragraph 4.05.A.2 below.
4. If failure to achieve a Milestone on time is of such consequence that the assessment of liquidated damages is warranted for the failure to reach the Milestone on time, then retain and complete Paragraph 4.05.A.3; if not, delete it. Add additional similar paragraphs for any additional Milestones subject to a liquidated damages assessment. Liquidated damages for Milestones might, in some cases, be additive to liquidated damages for failing to timely attain Substantial Completion; if so Paragraphs 4.05.A.3 and 4.05.A.4 should be revised accordingly.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a 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):
 1. *Substantial Completion:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$[number] for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).
- b. 95 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings listed on the attached sheet index.
 7. Addenda (numbers [number] to [number], inclusive).
 8. Contractor's Bid Response
 9. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further 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.
 - 8. 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.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement which shall be deemed an original on the day and year last written below, and which is the Effective Date of the Agreement.

Owner:

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

Certificate Of Completion

Envelope Id: E0A93712-D72A-4F6D-ABCF-E9E6A152DB21

Status: Completed

Subject: Complete with Docusign: CM3003 CO#10 \$40,468.02

Source Envelope:

Document Pages: 19

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 3

Tracy Poore

AutoNav: Enabled

tpoore@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Tracy Poore

Location: DocuSign

4/2/2025 3:11:17 PM

tpoore@nassaucountyfl.com

Signer Events

Signature

Timestamp

Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

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Viewed: 4/2/2025 3:22:24 PM

Signed: 4/2/2025 3:22:41 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Colin Groff

cgroff@nassaucountyfl.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

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Viewed: 4/3/2025 7:33:38 AM

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Electronic Record and Signature Disclosure:

Accepted: 3/10/2025 7:58:31 AM

ID: 90a20533-08c4-468d-a499-0466f6f73f59

chris lacambra

clacambra@nassaucountyfl.com

OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26

Sent: 4/3/2025 7:33:59 AM

Viewed: 4/3/2025 7:38:29 AM

Signed: 4/3/2025 7:43:49 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.238.237.26



Sent: 4/3/2025 7:43:51 AM

Viewed: 4/3/2025 10:29:30 AM

Signed: 4/3/2025 10:30:03 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	<i>Denise C. May, Esq., BCS</i> Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/3/2025 10:30:05 AM Viewed: 4/3/2025 11:50:41 AM Signed: 4/3/2025 11:52:01 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 4/3/2025 11:52:03 AM Viewed: 4/3/2025 12:22:45 PM Signed: 4/3/2025 12:23:07 PM
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BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 4/3/2025 12:23:08 PM Viewed: 4/4/2025 9:34:38 AM Signed: 4/4/2025 9:34:56 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/4/2025 9:34:56 AM
Completed	Security Checked	4/4/2025 9:34:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.