# **AIA** Document G701<sup>-</sup> – 2001

### **Change Order**

PROJECT (Name and address):	CHANGE ORDER NUMBER: 031	OWNER: 🖾
Elkhart Drive K-8 School	DATE: August 27, 2021	ARCHITECT:
2535 Elkhart Drive Gulf Breeze, FI 32563		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 17076	FIELD:
Culpepper Construction. 1538 Metropolitan Blvd. Tallahassee, FL 32308	CONTRACT DATE: August 13, 2019 CONTRACT FOR: General Construction	OTHER:

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) 09-09-2021 Board Approved 108 day extension of time and sum deductive cost change order -\$42,117.00 (attached)

Extension of time due to adverse weather during March (3), additional work including: replacing unsuitable soils (6), running utilities to the PE building (5) and installing additional conduits (3), reduction of man power due to COVID 19 (70) and reduction of manpower due to Pensacola Bay Bridge Closure (21).

I. Unsuitable soils allowance (credit)	-\$105,300
2. Delete painting at ext. railings (credit)	-\$2,500
3. Additional Fencing and Gates	\$20,503
Grounding of Fencing	\$4,300
4. Add valley curbs required by SRC	\$31,880
Add rip-rap headwall req. by SRC	\$9,000
Total Deduct -\$42,117.00	

The original Contract Sum was	\$ 29,338,300.00
The net change by previously authorized Change Orders	\$ (-9,266,426.14)
The Contract Sum prior to this Change Order was	\$ 20,071,873.86
The Contract Sum will be (decreased) by this Change Order in the amount of	\$ (42,117.00)
The new Contract Sum including this Change Order will be	\$ 20,029,756.86

The Contract Time will be increased by one hundred and eight (108) days. The date of Substantial Completion as of the date of this Change Order therefore is August 2, 2021, Substatial Completion

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DAG Architects Inc.	Culpepper Construction.	The School District of Santa Rosa County
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
40 S. Palafox Place- Suite 201	1538 Metropolitan Blvd.	5086 Canal Street
Pensacola FL, 32502	Tallahassee, FL 32308	Milton, FL 32570
Sandratanto	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Sandra Taunton	Mr. Andrew Green	Dr. Karen Barber, Supt of Schools
(Typed name)	(Typed name)	(Typed name)
8/30/2021 DATE	8/30/2021	(-)p-u nuncy
DATÉ	DATE	DATE

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Mr. David Luttrell DAG Architects 40 S Palafox Street, Ste 201 Pensacola, FL 32502

August 3, 2021

RE: East Bay K-8 Final Time Extension Request

Dear Mr. Luttrell,

Per previous Change Order Requests, our project encountered delays from weather and from COVID related impacts to both manpower and materials. While we received time adjustments for the days without workers on site, this did not realize the ripple effects on the ability to adequately man the project. Hurricane Sally also impacted the ability to bring in workers due to travel inconveniences. The attached documents attempt to summarize the delays we encountered that are not addressed in previous time extensions. These requests total 108 days for a revised contract completion date of July 30, 2021. Supporting documentation is attached for each of these items.

#### Item 1 – March 2021 Weather Delays

As shown in the attached data, we experienced schedule impacts due to rain this month. There were a total of seven (7) days with measurable rainfall over .1", compared to a 30-year average of five (5). This rainfall impacted our gutter and downspout completion, site hardscapes, and parking lot work. Our crews continued working through most of these days, but had to delay parking lot base and paving. There were a total of eight (8) delay days because of these wet conditions.

We are requesting three (3) work days be added to the project as a result of the rain delays noted on the attached daily reports.

#### Item 2 – Unsuitable Soils

On March 5 we discovered a patch of organic material in the bus loop area. We immediately contacted McKim & Creed, and Chris Garrett visited the site that afternoon to assess the condition. Based on direction from McKim & Creed and Nova Engineering, we directed J Miller Construction to excavate an additional 12" of subgrade at this location and replace with clean fill. J Miller completed this excavation and backfill on March 16. The unsuitable material was isolated to a small area of only 25 cy of material, but the process from identifying the unsuitable material through completion of the replacement backfill spanned 12 calendar days. We request 6 additional calendar days be added to the contract for this work. March 15 and 16 were previously included in weather delays, and the original contract scope required the balance of the time.



#### Item 3 – ASI #34 Covered PE Utilities

The utilities provided per ASI #34 and Culpepper COR #2 dated December 1, 2020 were installed and invoiced directly to AE New, Jr. Construction. Our Change Order Request included 5 calendar days to allow the completion of this work that were never incorporated in our contract. Please issue the requested time extension associated with this added scope.

Item 4 – ASI #36 Additional Communication Conduits

Per ASI # 36, Branch Electric ran additional communication conduits to provide a pathway between the data rooms. This work proceeded without a change order request, but we request 3 additional calendar days for the time to perform this work.

#### Item 5 – Branch Electric Manpower Issues – COVID and Hurricane Sally

Beginning with the time lost during June due to a COVID outbreak, Branch Electric struggled to adequately man our project. Prior to July, they had steadily added manpower as additional wings were built, peaking at a monthly average of 21 workers in June. Following the COVID quarantine period, several of these workers did not return, leaving a new monthly average of 17 workers, a 20% decline in manpower.

In September, Branch had found an additional electrician for a crew size of 18. On September 15, the bridge between Pensacola and Gulf Breeze was damaged by Hurricane Sally. Branch lost workers who went to other jobs in Pensacola to avoid the longer commutes. The monthly average for October and November dropped to 16, an additional 10% decline beyond that reflected in the COVID reduction.

Beginning in September, Culpepper Construction began voicing concerns about manpower and schedule and put Branch Electric on formal notice of our intention to supplement them on December 4, 2020. On December 8, Branch missed a milestone inspection. Culpepper Construction could find no local electricians with available manpower and supplemented Branch with six electricians from Lawson & Lawson Electric in Tallahassee. At this time, Branch brought in additional help from their Mississippi headquarters, started working weekends, and terminated some of the less productive members of their original crew. This improved their performance and, in light of this good faith effort, we ceased the supplementation after one week.

Branch continued to struggle, and we actively continued to contact local electricians as it became clear there were significant deficiencies in the completed work areas. We finally got a three man crew from Barker Electric on April 22. This crew worked one day and then would not return. We contacted multiple electricians in Pensacola, Fort Walton, Panama City, and Tallahassee, with no success in locating additional manpower.

As of the May 28, 2020 schedule update, the last month before Branch's COVID delay, there were 256 activity days for electrical activities from July 2020 through the end of the project. The 20% reduction in manpower increased the amount of time required for

these activities. This same schedule showed 149 activity days from September 15, 2020 (the date of Hurricane Sally) through the end of the project for electrical activities, and the 10% reduction in manpower created further delays beyond the initial impact of the storm. Given the overall market constraints for electrical manpower, Culpepper was unable to supplement with another contractor to overcome the deficiencies in Branch's performance. We are requesting 70 days for the additional manpower issues following the COVID outbreak and 21 days for the delays from lost manpower related to the destruction of the Three Mile Bridge during Hurricane Sally.

Item 6 – Staffing Costs

The attached logs show the staffing and General Conditions costs absorbed by Culpepper Construction associated with previously approved time extensions.

Please review and contact me with any questions or concerns.

Sincerely,

andrew h

Andrew Green Senior Project Manager

CC: Mike Scaringe, Vice President of Operations Stephen Feher, Project Manager

#### Elkhart K-8 Contract Time Analysis

Notice to Proceed	8/19/2019	
Original Duration	550	
Original Substantial Completion	2/19/2021	
Executed Time Extensions		
CO #3	4	
CO #5	3	
CO #8	3	
CO #10	2	
CO #17	15	
CO #20	5	
CO #24	21	
CO #27	3	
Adjusted Contract Date	4/16/2021	
Aujusteu Contract Date	4/10/2021	
Pending Time Extensions		
March Weather	3	
Unsuitable Soil	6	
ASI #34	5	
Additional Conduits Between Data Rooms ASI #36	3	
COVID Manpower (20% Reduction of 256 activity days)	70	(51 work days = 10 wks = 70 calendar days)
Hurricane Sally Manpower (10% Reduction of 149 Activity Days)	21	(15 work days = 21 calendar days)
Total Requested Extension	108	
	0/0/2024	
Adjusted Contract Date	8/2/2021	
Actual Dates		Variance from Contract
Area B Substantial Inspection	4/13/2021	111
Administration Move-In	4/15/2021	
	, ==, =5==	

Area C Substantial Inspection Areas A2, D2, Admin Substantial Inspection Health Department Construction Inspection TCO for Stocking & Training Furniture Move-In	4/19/2021 4/28/2021 6/3/2021 6/15/2021 6/21/2021	105 96 60 48 0
Health Department Final	7/14/2021	19
Additional Costs Absorbed by Culpepper Temporary Paving @ Driveway Tie-Ins Replace Seed & Mulch with Sod @ North Slope ASI #36 Conduits Total		\$ 11,572.00 \$ 4,620.00 \$ 3,306.00 <b>\$ 19,498.00</b>
Additional GC Staffing Associated with Time Extensions	(53 days previously appro	oved)
Andrew Green, Sr Project Manager (7.5 wks @ \$2093/wk Stephen Feher, Project Manager (7.5 wks @ \$1965/wk) Tom Stanley, Superintendent (7.5 wks @ \$1905/wk) Kaci Flaharty, Asst Superintendent (7.5 wks @ \$1360/wk <b>Total</b>		\$ 15,697.00 \$ 14,737.00 \$ 14,287.00 \$ 10,200.00 <b>\$ 54,921.00</b>
Additional Temporary Utilities Associated with Time Extension	tensions	\$ 23,987.00
Total Additional Costs Absorbed by Culpepper	\$ 98,406.00	



	CHANGE U	RDER REQUEST		
PROJECT:	East Bay K-8 School		COR No.:	1220-003
Project #:	1220		COR Revision:	
Owner:	School District of Santa Rosa County		Date:	08/19/2021
Architect:	DAG	CRITICAL AC	CEPTANCE DATE:	09/09/2021
	Referen	ce Documents		
	Architectural Supplemental Instruction # :		Dated :	10/21/2020
	Construction Change Directive # :		Dated :	
	Request For Information # :		Dated :	
	Other: Pr	oposal Request dated 3/3/21		
	Scope of V	Work Summary		
it unspent value for Uns	uitable Soils Allowance. Add costs for additiona	I curbing and erosion control wo	ork required by Santa Rosa C	County. Install addition
	lunnast to l	Droiget Schodulo		
	Impact to I	Project Schedule		
Additional Calenda	Impact to I ar Days Required To Implement :		alendar Days	
dditional Calenda			alendar Days	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO :	Ca	alendar Days	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO :	Ca 09/09/2021	alendar Days \$0.00	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost	Ca 09/09/2021		
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor:	Ca 09/09/2021 Summary	\$0.00	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax:	Ca 09/09/2021 Summary	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items:	Ca 09/09/2021 Summary 25.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items: Culpepper Direct Cost Subtotal:	Ca 09/09/2021 Summary 25.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items: Culpepper Direct Cost Subtotal: Subcontractor Expenses:	Ca 09/09/2021 Summary 25.00% 7.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 -\$42,117.00	
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items: Culpepper Direct Cost Subtotal: Subcontractor Expenses: O.H. & P (On Direct Cost Subtotal):	Ca 09/09/2021 Summary 25.00% 7.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 -\$42,117.00 \$0.00	(Contract rate)
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items: Culpepper Direct Cost Subtotal: Subcontractor Expenses: O.H. & P (On Direct Cost Subtotal): O.H. & P (On Subcontractors):	Ca 09/09/2021 Summary 25.00% 7.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 -\$42,117.00 \$0.00 \$0.00 \$0.00	(Contract rate)
Additional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items: Culpepper Direct Cost Subtotal: Subcontractor Expenses: O.H. & P (On Direct Cost Subtotal): O.H. & P (On Subcontractors): CM Fee: (Rate in GMP):	Ca 09/09/2021 Summary 25.00% 7.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 -\$42,117.00 \$0.00 \$0.00 \$0.00 \$0.00	
Additional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor Labor Burden: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items: Culpepper Direct Cost Subtotal: Subcontractor Expenses: O.H. & P (On Direct Cost Subtotal): O.H. & P (On Subcontractors): CM Fee: (Rate in GMP): Subtotal:	Ca 09/09/2021 Summary 25.00% 7.00% 15.000% 5.000% 0.000%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 -\$42,117.00 \$0.00 \$0.00 \$0.00 \$0.00 -\$42,117.00	(Contract rate)
dditional Calenda	ar Days Required To Implement : **IF ACCEPTED PRIOR TO : Cost Labor: Labor Burden: Material Costs: Material Sales Tax: Equipment & Non Taxible Items: Culpepper Direct Cost Subtotal: Subcontractor Expenses: O.H. & P (On Direct Cost Subtotal): O.H. & P (On Subcontractors): CM Fee: (Rate in GMP):	Ca 09/09/2021 Summary 25.00% 7.00%	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 -\$42,117.00 \$0.00 \$0.00 \$0.00 \$0.00	(Contract rate)

The compensation requested or allowed by this CHANGE ORDER REQUEST does not include any amount for unforeseeable changes in the work, sequence of work, rework, disruption, ripple effect, and/or schedule impacts above those indicated above. The right to make claim is herein expressly reserved for any and all items of time and cost impact assocaited with this request prior to final settelement of contract. This request shall form a part of any change order issued for the incorporation of the work associated with this proposal.

\_\_\_\_\_

ARCHITECT APPROVAL:

DATE:

OWNER APPROVAL:

DATE:



									C	C.O.R. # :	1220-003
	CHANGE	ORDER R	<b>EQUES</b>	Γ DET/	AIL				C.O.R. R	evision :	0
										Date :	08/19/2021
REF.	DESCRIPTION	QUANTITIES	UNIT COSTS				EXTENSIONS				TOTAL
			Labor	Material	Equipment	Sub	Labor	Material	Equipment	Sub	
2-002	Credit unspent amount for Unsuitable Soils Allowance	1 ls				-\$105,300.00	\$0	\$0	\$0	-\$105,300	-\$105,300
2-710	Additional Fencing and Gates	1 ls				\$20,503.00	\$0	\$0	\$0	\$20,503	\$20,503
9-900	Credit to delete paint at exterior railings	1 ls				-\$2,500.00	\$0	\$0	\$0	-\$2,500	-\$2,500
16-002	Grounding per FPL requirements	1 ls				\$4,300.00	\$0	\$0	\$0	\$4,300	\$4,300
2-001	Add valley curb at Federal and Fairmont Street entrances per Santa Rosa County	1 ls				\$31,880.00	\$0	\$0	\$0	\$31,880	\$31,880
2-001	Add rip-rap at headwall ends per Santa Rosa County	1 ls				\$9,000.00	\$0	\$0	\$0	\$9,000	\$9,000
							\$0	\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0	\$0
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							\$0	\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0	\$0
							\$0	\$0	\$0	-\$42,117	-\$42,117

Item 1 – Unsuitable Soils

- [X] Not later than Five Hundred Fifty (550) calendar days from the date of commencement of the Work.
  - ] By the following date: February 19, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N.A.

Portion of Work Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-Nine Million Three Hundred Thirty-Eight Thousand Three Hundred (\$ 29,338,300.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates and Bid Items

§ 4.2.1 Alternates and Bid items, if any, included in the Contract Sum:

Item	Price
Alternate #3	\$1,614,000.00
Alternate #4	\$1,138,000.00
Alternate #5	\$1,589,000.00
Alternate #6	\$ 273,000.00
Bid Item #1	\$ 105,300,00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N.A.		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

> Item Price Allowance #1 Independent Third-Party \$35,000.00 Building Envelope consultant

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Price per Unit (\$0.00)

Item N.A.

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

\$2,500.00 per calendar day

#### § 4.6 Other:

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(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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Item 2 – Painting Credit

Mrs. Sandie Taunton DAG Architects 40 S Palafox Street, Ste 201 Pensacola, FL 32502

August 3, 2021

RE: East Bay K-8 Railing Paint Credit

Dear Sandie,

Per site discussions, Culpepper Construction was requested to provide a credit for deleting the paint at the canopy railings. This was a part of our original scope but was not broken out as a separate cost from our subcontractor. We propose a credit of \$2,500 to delete this paint. The railings are all hot-dipped galvanized, and eliminating the paint will eliminate an ongoing maintenance cost for the District. Please advise if this is acceptable.

Sincerely,

andrew h

Andrew Green Senior Project Manager

ULPEPPER

Item 3 – Additional Fencing



# PROPOSAL

2019 North East Ave Panama City, FL 32405 850-215-6706

Date:

7/25/2021

#### CUSTOMER ADDRESS

NAME:	Culpepper 6ft Perimter
ADDRESS:	Navarre

PHONE:

EMAIL:

QTY	DESCRIPTION					TOTAL	
808	6 ft Commercial grade chair 3/8in x 9'ft Terminal post ar fabric, with KT selvedge. Pr double drive gates. See belo	nd4in x 9'ft ice include	gate post. s 0 ea 0 wal	CLF is 6 k gate aı	ft 9ga GAW	\$ 20,	503.13
	PRICE E	XCLUDES	GROUNDI	NG			
					DEPOSIT:	\$10 °	251.57
		AMC	UNT DUE	L JPON C	OMPLETION:		251.57
					TOTAL:	\$20,	503.13

Customer acknowledges that a permanent GULF FENCE placard will be placed on completed fence.

50% Deposit required to release material.

Full payment for this proposal is due upon completion of the work.

Make all checks payable to Gulf Fence and Construction, LLC.

If you have any questions concerning this proposal, contact:

Price does not include clearing or grubbing

Customer Responsible for locating Property pins

Price assumes clear line to install

Price assumes install in dirt

Price does not include excavation or grading to account for inconsistencies between grade provided and bottom of fence Price assumes that a fence line will be provided within +/-1/10" of final grade.

YOUR FENCE WILL BE INSTALLED AS FOLLOWS:



Top of Fence is straight following the slope of the ground, fence may not be level at the top.

Jeremy Snyder - jsnyder@gulffencecon.com

DATE:

#### **SPECIFICATION**

Wire	6ft 9ga 2"in mesh, GAW 1.2oz KT
Line Post	1 7/8in x 8'ft SS40 GALV
Terminal Post 1	2 3/8in x 9'ft SS40 GALV
Gate Post1	4in x 9'ft SS40 GALV
Rail	1 5/8in x 21'ft SS40 PE

Definitions: "You"/"Your" means the customer identified above. "Installation" means the installation services specified in this Agreement. "Installation Professional" or "Professional" means an independent contractor authorized employees, agents and subcontractors. "Agreement" means this Special Services/Home Improvement Agreement between You and Gulf Fence and Construction, LLC. (Interchangeably referred to as "G F, & C"), which includes this page, the General Terms and Conditions following this page, the Invoice or Specifications and any other documents expressly made a part of this Agreement. Please see this Agreement's General Terms and Conditions for additional definitions. Acceptance and Authorization: By signing below, you authorize G F, & C to (a) arrange for Installation Professional to perform Installation and/or (b) order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand this Agreement constitutes the entire understanding between You and G F, & C and may only be amended by a Change Order signed by G F, & C (or by Installation Professional or its authorized or G F, & C's behalf) and You. This Agreement expressly supersedes all prior written or verbal agreements or representations made by G F, & C (or by Installation Professional, You, or anyone else. Except as set forth in this Agreement, You agree there are no aral or arise in functioners, express or implied, in any way conditioning this Agreement, and you expressly disclaim their existence. Do not sign if blank or incomplete. Installation Professional"s/permitting information may need to be provided to You later.) By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important to read the Terms and Conditions included below. By signing this proposal and providing payment you are creating a Contract between the parties for the selected products and you agree to the Terms and Conditions outlined below.

#### **Terms and Conditions**

As our valued customer, we want to be sure you have complete information about the Installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the General Terms and Conditions of the Agreement for other important information concerning your Installation.

Permitting: It is the customer's responsibility to verify the requirement for a fence permit with Local Building Officials or Governing Authorities. If a permit is required, all cost associated with the permit shall be the responsibility of the customer. In the event that GF&C is required to pull the permit, the customer shall be responsible for all administrative cost, filing fees, and permit fees. IF a permit is required, the permit must be in place prior to commencement of work and GF&C must have proof of the same.

By initialing below, Customer agrees and understands to following items:

1. \_\_\_\_\_ (initial) The Installation Professional will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.

2. \_\_\_\_\_\_ (initial) there are some underground items that only the homeowner can identify. The utility companies do not mark these, and the GF&C is not responsible for damage to unmarked items. Prior to the Installation, it is important that you use a bright colored spray paint to mark the ground for locations of: a. Underground sprinkler lines

b. Underground water lines that feed a swimming pool or other structure.

c. Underground electric lines (other than local utility lines) that supply power to lamp posts, walkway lighting, yard lighting, and wiring for pools, sheds, wells, etc.

d. French drains or related items.

e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.

f. Any extra costs associated due to unforeseen or unmarked underground pipe or obstructions will be billed to customer at \$50 per man hour.

3. \_\_\_\_\_\_ (initial) you are responsible for the location of the fence. If you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property and is in compliance with local building codes for setback requirements. If a plot plan or survey is not available, then you assume 100% responsibility for the fence placement. You are also responsible to advise GF&C of all easements and placement of fence if a permit is not required. GF&C is not responsible for the costs associated with moving or removing fences where the property lines have not been properly located before the Installation.

b. Any trees or shrubs near the Installation line for the new fence must be cleared to a distance of 2' of either side of the Installation line, and cleared to a height of 6½'.

c. The cost for the Installation crew to trim, clear, and dispose of these materials is \$50 per hour or as indicated on proposal.

d. We cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 4".

By Signing Page 1, customer is agreeing to the terms and conditions as set forth in pages 2-4

<sup>4.</sup> \_\_\_\_\_ (initial) to ensure proper Installation of Your new fence, some trimming or clearing may be required. G F, & C can provide these services, or you may choose to save these costs by doing this work yourself before Installation:

a. To provide room for a quality Installation, all brush, briars, tall grass, overgrowth, etc. must be cleared to a distance of 2' on either side of the Installation line for your new fence.

5. \_\_\_\_\_ (initial) Installation professional will not remove dirt displaced due to post hole digging. This is the responsibility of the homeowner. While digging postholes of at least two feet deep, we sometimes encounter hard dig conditions that cannot be foreseen before the Installation. a. Any extra costs associated due to unforeseen hard dig conditions will be billed to customer at \$50 per man hour.

6. \_\_\_\_\_\_ (initial) The Installation Professional and crew will need access to an electric plug-in and an outside water faucet. During the installation, you will hear nail guns, hammers, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before the installation begins. Please be sure to inform your neighbors of the Installation schedule so that they are aware of the noise, and if a common fence is being constructed.

7. \_\_\_\_\_ (initial) when a permit is required and the Installation Professional is obtaining the permit, you will be responsible to pay for the permit costs including man hours regardless of the completion of the project.

8. \_\_\_\_\_(initial) If your home is part of a Homeowner's Association (HOA), you will need to obtain approvals from the HOA before Installation of Your fence can be scheduled. Should your job be modified or canceled due to your HOA regulations, you may incur additional costs associated up to the time of cancelation.

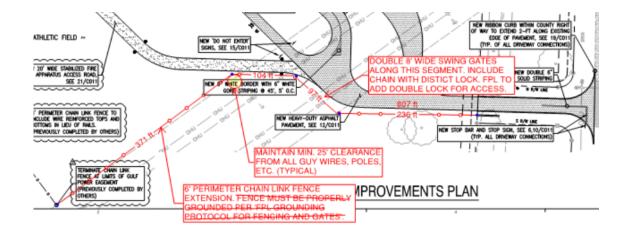
9. \_\_\_\_\_(initial) If you cancel your contract after signing, you will pay an administrative fee of \$150 to cover expenses associated with providing a fence measure, written quote and follow up. Additionally you may also be charged additional costs associated with special order material ordered for your job, as well as labor expenses incurred up to and at the time of attempted installation or cancellation.

10.\_\_\_\_\_ (initial) Installation Professionals do not stain or paint any fencing.

11.\_\_\_\_(initial) If the entire job is not accessible or ready for fence installation, you will be assessed a trip charge for a return visit to complete the project.

12.\_\_\_\_\_ (initial) If GF&C is removing existing fencing as part of the project, all fence posts will be cut below grade. All backfill of holes will be the responsibility of the home owner. We will place any new holes as close as possible to the previous posts so that the soil can be transferred easily to fill in existing holes.

13. \_\_\_\_\_(initial) If you request that the top of your fence be level, please note that there will be varying gaps at the bottom of the fence according to the existing grade. It is the customer's responsibility to fill in these gaps.



This agreement contains all representatives made to the buyer by the seller and Gulf Fence and Construction, LLC is not responsible for representations not expressly written herein. The property owner or his authorized agent, not Gulf Fence and Construction, LLC is solely responsible for determining property boundary lines, surveys, and sections of fences. Gulf Fence and Construction, LLC is not responsible for damage to flowers, plants, trees, or shrubs, nor is it liable for underground obstructions (water lines, pipes, wires, etc.) The undersigned agrees to pay all usual and customary costs of collection permitted by law including court costs and attorney fees. The undersigned agrees to pay 1-1/2% per month (18% annually) on the outstanding balance until payment is made in full, minimum \$1.50 finance charge each month.

GI	Es	timate	#148	371	
<b>Sejeguri</b> (850)346-	7689	From	850-3 www.s 1811	t <b>ricity #EC130056</b> 46-7689 selectricitypensacola Blackbird Lane acola, FL 32534	
HEATING COOLING	ELECTRICAL <sup>~</sup> Clie	ent Phone	850-2	44-3146	
Culpepper Construction		Bill To		Metropolitan Blvd. assee, FL 32308	
2535 Elkhart Drive - East Bay S	chool	Sent On	08/04	/2021	
Navarre, Florida 32566		Job Title	Fence grounding		
		Required deposit	Yes		
		Non Cash djustment		vill be charged 3 per /cash payment.	cent for a non
PRODUCT / SERVICE	DESCRIPTION		QTY.	UNIT PRICE	TOTAL
Grounding	Provide exothermic cadwelds with #4 copper condu- to 5/8" ground rods 20' deep every 100' of chain link fence and provide bonding per details. (overall fence length is 808')	<	1	\$4,200.00	\$4,200.00
	NOTE: Gate detail #4 indicates continuous underg run of #4 from post to post 18' min burial depth. Qu 18 inches deep rather than 18 foot deep.				
Electrical permit and inspection	Electrical permit and inspections		1	\$100.00	\$100.00*

\* Non-taxable

Due to the nature of this type of work, customers need to understand that as we schedule the start dates we reserve a two to three day window on both sides of the start date since we cannot foresee all potential problems on the house being rewired prior to the next scheduled house. Customers that want to take time off from their work should be aware of a possible early or late start date. We rarely damage drywall while performing a rewire on one story ranch style homes that have adequate attic space so our technicians can get to the wires. Two and three story homes are a little different in the fact that some wires are routed between floor levels where we are not able to access them from the top or from the bottom without cutting the drywall. Even though we put great thought and care into the way we rewire, owners of multi-story homes should be aware that some drywall

Total

\$4,300.00



**Culpepper Construction** 2535 Elkhart Drive - East Bay School Navarre, Florida 32566

### Estimate #14871

From	Selectricity #EC13005650 850-346-7689 www.selectricitypensacola.com 1811 Blackbird Lane Pensacola, FL 32534
Client Phone	850-244-3146
Bill To	1536 Metropolitan Blvd. Tallahassee, FL 32308
Sent On	08/04/2021
Job Title	Fence grounding
Required deposit	Yes
Non Cash Adjustment	You will be charged 3 percent for a non check/cash payment.

#### Notes Continued...

cutting will need to be done. The extent of drywall cutting is based on the construction of the home and the original way in which it was wired. In the event we have to cut holes on a single story rewire, we will repair our cuts to match the existing texture of the area as closely as we can unless stated in quote that repairs are not included. We are not responsible for repairing any ceiling texture and/or paint if damage occurs during standard installation or removal or ceiling fan or light fixtures. Prices quoted for two story homes do not include the patch work as we are unable to predetermine the amount of /or number of patches required. However, we do not prime nor paint the repaired areas. In the event water supply lines that feed dishwashers and refrigerators have to be disconnected to allow access behind them, we are not responsible for any leaks after re-connection due to aged lines or valves. If any gas appliances need to be moved to access electrical we are not responsible for gas leaks due to age of gas connections.

This quote is valid for the next 30 days, after which values may be subject to change. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. These changes will be handled by change orders. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Selectricity now offers cooling and heating services. Our cooling and heating division has the same quality and experience you have come to expect from our electrical division. When it comes to electrical, cooling, and heat, we cannot be beat.

Item 4 – Santa Rosa County Road Items

## J. MILLER CONSTRUCTION, INC.

### 8900 Waring Road

#### Pensacola, FL 32534

PHONE: (850) 494-0240 FAX: (850) 494-0242

TO:

Phone:

Email:

Andrew Green

Culpepper Construction 7201 N. 9th Ave., Suite 6 Pensacola. FL 32504

> 471-9005 nick@kh-a.com

DATE: July 7, 2021

**PROPOSAL NO.** 070721

# PROPOSAL

Project Site: Elkhart K-8 School Date of Plans: **Architect / Engineer Elkhart Drive** 6/20/2019 McKim & Creed Unit: Price: Description: Construct FDOT Valley Gutter and Driveway Aprons We propose to furnish labor, materials and equipment necessary to construct FDOT valley gutters and concrete driveway aprons at the north and center entrance drives to provide connection and positive drainage to the proposed pavement to be installed by Santa Rosa County on Elkhart Drive as follows: INCLUSIONS: 1. Sawcut Existing Asphalt and Concrete Curb and Sidewalk (225 LF @ \$5.00) \$1,125.00 2. Remove and Dispose of Existing Asphalt and Concrete (40 SY = 20 TN @ \$20.00) \$800.00 3. Compact Existing Base (150 SY @ \$10.00) \$1,500.00 4. Construct 36" FDOT Concrete Valley Gutter (225 LF @ \$55.00) \$12,375.00 5. Construct Approx. 3' Wide Concrete Driveway Aprons (1,215 SF @ \$12.00) \$14,580.00 6. Strip Forms and Dress Up (1 LS @ \$1,500.00) \$1,500.00 **Total Price:** \$31,880.00 \*\*\*\*\*\*Items not specified on proposal are not included\*\*\*\*\*\* THESE PRICES ARE VALID FOR 90 DAYS AND MAY VARY DEPENDING ON SOIL CONDITIONS AND ACCESSIBILITY TOTAL: \$31,880.00 TO JOBSITE. Accepted:\_\_\_\_\_ Date:\_\_\_\_\_ Date:\_\_\_\_\_ Frank Beovich (cell:380-8064)

# J. MILLER CONSTRUCTION, INC.

### 8900 Waring Road

#### Pensacola, FL 32534

PHONE: (850) 494-0240 FAX: (850) 494-0242

TO:

Phone:

Email:

Andrew Green

Culpepper Construction 7201 N. 9th Ave., Suite 6 Pensacola. FL 32504

> 471-9005 nick@kh-a.com

DATE: June 30, 2021

PROPOSAL NO. 063021

# PROPOSAL

Project Site: Elkhart K-8 School Date of Plans: **Architect / Engineer Elkhart Drive** 6/20/2019 McKim & Creed Unit: Price: Description: Install Riprap on Slopes at Headwall Ends We propose to furnish labor, materials and equipment necessary to install fabric and riprap on slopes at each end of all six headwalls on entrance drives as directed by Culpepper Construction as follows: **INCLUSIONS:** 1. Install Fabric and Riprap at North Drive Headwall End Slopes (4 x 5 TN = 20 TN @ \$150.00) \$3,000.00 2. Install Fabric and Riprap at Middle Drive Headwall End Slopes (4 x 5 TN = 20 TN @ \$150.00) \$3,000.00 3. Install Fabric and Riprap at South Drive Headwall End Slopes (4 x 5 TN = 20 TN @ \$150.00) \$3,000.00 **Total Price:** \$9,000.00 \*\*\*\*\*\*Items not specified on proposal are not included\*\*\*\*\*\* THESE PRICES ARE VALID FOR 90 DAYS AND MAY VARY TOTAL: \$9,000.00 DEPENDING ON SOIL CONDITIONS AND ACCESSIBILITY TO JOBSITE. Frank Beovich \_\_\_\_\_ Date:\_\_\_\_ Accepted: Frank Beovich (cell:380-8064)