

**SECOND AMENDMENT TO AN AGREEMENT
BETWEEN FLAGLER COUNTY
AND
C.C. BORDEN CONSTRUCTION, INC.
FOR
CONSTRUCTION OF NEW FLAGLER COUNTY SHERIFF'S OPERATIONS
CENTER**

County Project No.: B003-0-2015

Flagler County, Florida, a political subdivision (COUNTY) and **C.C. BORDEN CONSTRUCTION, INC.**, (CONTRACTOR) hereby enter into this **SECOND** Amendment to the Agreement executed on the last date hereupon entered.

WHEREAS, COUNTY and CONTRACTOR have entered into an Agreement for **CONSTRUCTION OF NEW FLAGLER COUNTY SHERIFF'S OPERATIONS CENTER**, as defined in the project contract documents dated December 16, 2014; and

WHEREAS, COUNTY and CONTRACTOR have entered into a First Amendment to the Agreement, as defined in the contract amendment document approved by COUNTY on February 26, 2015; and

WHEREAS, construction activities remain ongoing and have progressed to the point unforeseen conditions have been encountered; and

WHEREAS, construction activities and follow-up professional review has established the existing cast iron waste piping beneath the concrete floor slab is of such failing condition that it cannot be used and incorporated into the finished project as originally planned; and

WHEREAS, installing new polyvinyl chloride (PVC) piping will require additional time and efforts; and

WHEREAS, the prescence of an active bat roost site was established in the vicinity of the existing covered/planned enclosed and covered garage area; and

WHEREAS, Florida Fish and Wildlife Conservation Commission (FWC) regulations require certain practices be followed to legally exclude the bats from the existing building; and

WHEREAS, certain revisions to the project scope have been identified to improve the operation, function and safety of the new facility by the Sheriff's Office; and

WHEREAS, analysis indicates these revisions will improve operational efficiency within the Department's Crime Scene Investigation (CSI) Area; provide improved Staff safety features within the Department's CSI Garage and Office/Laboratory Areas; provide more effective space for the Department's Janitorial operations and provide for improved traffic circulation of deliveries to the Operations Center; and

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WHEREAS, the COUNTY has established that a benefit to the health, safety and welfare of the Public will be realized by amending the Agreement to complete these revisions; and

WHEREAS, the PARTIES desire to Amend the Agreement for the purpose of making adjustments to the project scope, value and duration.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, WHICH THE PARTIES AGREE IS ADEQUATE, THE PARTIES AGREE TO THE FOLLOWING:

ITEM NO. 1: Amend the Scope of Work and adjust certain work item quantities and values for the project, as follows:

A. Provide all labor, equipment and material necessary to perform and complete all work (including but not limited to the following: perform layout, sawcut existing concrete floor slab, remove slab portions and properly dispose of all debris, install new piping, backfill and compact pipe trenches, finish grade backfill areas, perform compaction testing, replace concrete floor slab with steel dowels , and test concrete material) to eliminate use of the existing cast iron waste piping and provide new replacement PVC piping system in accordance with Plumbing Engineer's schematic, see attached Exhibit 1, and the Contract Documents for the Lump Sum Unit Price of \$34,042.77: ADD \$34,042.77

B. Provide all labor, equipment and materials necessary to perform and complete all work to provide termiticide soil treatment of floor slab penetration (e.g. pipe trench) areas in accordance with Building Code requirements, for the Lump Sum Unit Price of \$1,598.63: ADD \$1,598.63

C. Provide all labor, equipment and material necessary to perform and complete all work to include bat management services of preventative and final bat proofing at all potential bat access areas with eviction and exclusion efforts using temporary tubes at all active access points from the currently occupied section of the old Flagler Hospital, see attached Exhibit 2, and in accordance with FWC requirements, for the Lump Sum Unit Price of \$599.75: ADD \$599.75

D. Provide all labor, equipment and material necessary to perform and complete all work to provide and install a Fly By Night, Inc. painted steel pole (2"x2"x24') mounted 13 chamber plus single attic bat house (24"X28"X12") with painted metal roof on site to mitigate bat roost loss, for the Lump Sum Unit Price of \$772.35: ADD \$772.35

E. Provide all labor, equipment and material necessary to perform and complete all work to reconfigure door 142A and 136A and add new door 143B within the CSI area in accordance with Architect's Sketch SK-07, copy attached, for the Lump Sum Unit Price of \$302.20: ADD \$302.20

F. Provide all labor, equipment and material necessary to perform and complete all work to provide an emergency eye-wash in Office/Lab Room 142; a combination emergency eye-wash and shower with floor drain in CSI Garage Room 144 and reconfigure Janitor Closet Room 117, including elimination of door 111AA, all with related plumbing in accordance with Architect Sketches SK-07 through SK-12, copies attached, for the Lump Sum Unit Price of \$7,662.74: ADD \$7,662.74

G. Provide all labor, equipment and material necessary to perform and complete all work to provide a lockable exterior perimeter security fence gate in accordance with Architect's Sketch SK-09, copy attached, for the Lump Sum Unit Price of \$7,025.87: ADD \$7,025.87

H. Provide all labor, equipment and material necessary to perform and complete all work for wind column (non-load bearing) base plates to bear directly on the concrete floor slab rather than on 1 ½' non-shrink grout bed in accordance with Engineer's response to Contractor's Request For Information No. 005 for the Lump Sum Unit Price of (\$315.00): DEDUCT (\$315.00)

TOTAL VALUE OF ITEM NO. 1 ADJUSTMENTS: ADD \$51,689.31

ITEM NO. 2: The ending date for the AGREEMENT subsequent to this Amendment is INCREASED twenty-eight (28) calendar days to October 2, 2015.

ITEM NO. 3: All Terms and Conditions of the original Contract and any subsequent amendments thereto shall remain unmodified and shall remain in full force and effect.

ITEM NO. 4: This Amendment must be accepted by the CONTRACTOR and must be approved by Flagler County to become effective.

ITEM NO. 5: The total revised cost and project duration are summarized below:

	AMOUNT	TIME
ORIGINAL CONTRACT AGREEMENT:	\$4,197,226.00	270 CALENDAR DAYS (September 4, 2015)
TOTAL CONTRACT prior to this Amendment:	\$4,226,704.67	270 CALENDAR DAYS (September 4, 2015)
TOTAL This Amendment (No.2): ADD	\$51,689.31	28 CALENDAR DAYS (October 2, 2015)
NEW CONTRACT (All Amendments):	\$4,278,393.98	298 CALENDAR DAYS (October 2, 2015)

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ACCEPTANCE: (CONTRACTOR)

I (We) agree to this Amendment No. 2 for the amount and within the time allocated all in accordance with Contract Plans, Specifications and related Documents.

WITNESS: Roxanne L. Garcia
(Signature)

Roxanne L. Garcia, PMA
(Typed or Printed)

WITNESS: Linda Mason
(Signature)

Linda Mason, Bookkeeper
(Typed or Printed)

NAME: **C.C. BORDEN CONSTRUCTION, INC.**

BY: Camille C Borden DATE: 3/16/2015
(Signature)

Camille C. Borden, President
(Typed/Printed Name & Title)

SURETY

I (We) have reviewed the foregoing Contract and Amendment and have adjusted the Contract Sureties to Conform with this Amendment.

SURETY: Fidelity & Deposit Company of Maryland

BY: Teresita A. Love DATE: 3/18/15
(Signature)

Teresita A. Love, Attorney In-Fact
(Typed/Printed Name & Title)
(Agent-In-Fact Certification Attached)

RECOMMENDED BY:

TTV Architects, Inc.

[Signature]
(Signature)

03/03/15
(Date)

CHRISTOPHER P. NOEL - SENIOR V.P.
(Typed/Printed Name & Title)

RECOMMENDED BY:

Flagler County Engineering Dept.

[Signature]
Faith H. Alkhatib, County Engineer

3-30-2015
(Date)

APPROVED AS TO FORM:

Flagler County Legal Dept.

[Signature]
Albert J. Haddad, County Attorney

3-30-15
(Date)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William R. HARDAKER, Teresita Aranjuez LOVE and Sarah Ann LAMBERT, all of Jacksonville, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company; as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William R. HARDAKER, Teresita Aranjuez LOVE, dated November 25, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of December, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Frank E. Martin Jr.

By:

Gregory E. Murray Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 2nd day of December, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

APPROVED: FLAGLER COUNTY

BY: Craig M. Coffey
Craig M. Coffey, County Administrator

31 March 2015
(Date)