

20. Approve Change Order #2 to DB-607-01/BJC – SR 434 Trail Overpass with Jones Bros., Inc., Lake Mary (\$15,958.95 + 85 days).

DB-607-01/BJC provides for a new trail overpass of the Cross Seminole Trail over State Road 434 (S.R. 434) in Winter Springs. The overpass structure will cross SR 434 approximately ¼ mile east of Tuskawilla Road within the Cross Seminole Trail Corridor. Change Order #2 will provide additional funds for steel price increases and increase completion time eighty-five (85) days due to hurricane delays. Public Works/Engineering Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the County Manager to execute Change Order #2 subject to the availability of funds.



October 11, 2004

759-47-022

Seminole County Engineering Division
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

HAND DELIVERED

Attention: Mr. David Martin, Principal Engineer, Special Projects

Reference: SR 434 Trail Overpass
Seminole County
Seminole County Project No. DB-607-01/BJC

Subject: Compensation Request for Increased Steel Prices

Dear Gentlemen:

As you are no doubt aware steel prices have dramatically increased this year and continue to do so; therefore, Jones Bros., Inc., herewith, submits for you review and approval the costs, \$15,958.94, due to these soaring steel prices. This submittal is being made in accordance with the most recent FDOT guidelines for increased steel prices. A cost breakdown is attached and labeled Exhibits A through D. Exhibits A and B detail the increased costs, \$10,906.68, for the decorative railing and Exhibits C and D detail the increased costs, \$5,052.26, for the bridge fencing with chain-link fabric, as-bid conditions. Note the costs do not include overhead, bond, or markup in an effort to share the costs of this unique situation.

Additional backup material such as quotes, purchase orders, and subcontract schedule A's is also attached for your ready reference. You will notice Atlas Structural, Inc. quoted the project and Florida Structural Steel and or Rose Fence Company received the purchase order. As with several steel fabricators and suppliers this year, Atlas Structural was unable to weather the harsh economy and continue to meet their financial obligations and/or deliveries.

Should you have any questions or need additional information, do not hesitate to contact this office.

Very truly yours,

JONES BROS., INC.

A handwritten signature in black ink that reads "Walter L. Hudson, III".

Walter L. Hudson, III, P.E.

Project Manager

cc: Job 759 – Files

725 PRIMERA BLVD. SUITE 140

LAKE MARY, FLORIDA 32746

407-804-5540

An Equal Opportunity Employer

Exhibit C
Pricing Breakdown

Bridge Fence Planned

Materials	Qty	Unit	Unit Cost	Extended Cost
Anchor Bolt Epoxy	1	ls	\$ 625.23	\$ 625.23
				\$ -
				\$ -
				\$ -
				\$ 625.23
Seminole Tax			1%	\$ 6.25
Sales Tax			6%	\$ 37.51
				\$ 669.00
				\$ -
Material Total				\$ 669.00

Labor	Qty	Unit	Unit Cost	Extended Cost	Qty	Hours Unit	Total Hours	Labor Cost
Superintendent, Bridge	1	ea	\$ 43.54	\$ 43.54	1	6	6	\$ 261.25
Carpenter	1	ea	\$ 24.20	\$ 24.20	1	10	10	\$ 242.02
Concrete Finisher	1	ea	\$ 25.04	\$ 25.04	1	10	10	\$ 250.37
Skilled Labor	2	ea	\$ 20.86	\$ 41.73	1	10	20	\$ 417.28
								\$ 1,170.92
								\$ -
Labor Total								\$ 1,170.92

Subcontract	Qty	Unit	Unit Cost	Extended Cost
Atlas Structural, Inc.	638	lf	\$ 107.48	\$ 68,574.84
Atlas Structural, Inc. (Enclosure)	1	ls	\$ 12,000.00	\$ 12,000.00
Painting Subcontractor (Enclosure)	1	ls	\$ 3,250.00	\$ 3,250.00
Painting Subcontractor (Frame)	1	ls	\$ 12,560.00	\$ 12,560.00
Design Enclosure	1	ls	\$ 2,500.00	\$ 2,500.00
				\$ 98,884.84
				\$ -
Subcontract Total				\$ 98,884.84

Equipment	Qty	Unit	Unit Cost	Extended Cost	Qty	Hours Unit	Total Hours	Equipment Cost
Ford F 350 Flatbed Truck 2 WD	1	ea	\$ 12.83	\$ 12.83	1	16	16	\$ 205.28
				\$ -			0	\$ -
								\$ 205.28
								\$ -
Equipment Total								\$ 205.28

Overall Summary	
Material Total	\$ 669.00
Subcontract Total	\$ 98,884.84
Labor Total	\$ 1,170.92
Equipment Total	\$ 205.28
Overall Subtotal	\$ 100,930.04
	\$ -
Overall Total	\$ 100,930.04

ATLAS STRUCTURAL, INC.

1300 North Nova Road
Daytona Beach, FL 32117

Daytona

Phone: 386-255-6471
Fax: 386-253-9123

Flagler County

Phone: 386-437-5058
Fax: 386-437-7034

PLEASE RESPOND TO FLAGLER COUNTY

PROPOSAL/SCOPE

TO: Jones Bros.
Attn: Matt Hecker
725 Primera Blvd.
Lake Mary, FL 32746

RE: Pedestrian Bridge Fence & Handrail
Winter Springs, FL

EST # 02-403

April 1, 2002

Atlas Structural, Inc. (ASI) proposes to provide materials and labor for the above project as follows, based on reasonable access to the jobsite for our erection crew. In the event market conditions prevent readily available material at reasonable prices, ASI will be allowed adjustments in price and job schedule, without penalty.

Furnish, Deliver & Erect

- 628 LF of 9'-0" +/- Fence support w/vinyl chainlink fence (Galv. & painted) \$ 67,500.00
- 1334 LF of approach rail (Galv. & painted) \$ 80,040.00
- 2234 LF of equestrian fence \$ 89,360.00

TOTAL BID (Including sales tax)

\$ 236,900.00

- NOTE: 1. Atlas' standard insurance is \$2 million general liability, \$1 million auto, \$2 million umbrella, and \$500,000 workers compensation.
2. Price is based upon listed items/drawings.

This Proposal/Scope, in its entirety, must be attached and incorporated into any contract/purchase order which may be executed as a result of said Proposal. Acceptance of the project is subject to ASI's approval of the terms and conditions set forth in the contract/purchase order provided by the Customer, including approval of credit and payment terms. This Proposal/Scope shall take precedence over any conflicting components of contract versus Proposal.

The above price is based on Drawings Gen. Contractor supplied sketches, Specification Sections N/A (as noted herein), and N/A Addendums. Price is subject to re-evaluation beyond ten (10) days. In the event work begins on this project prior to both parties executing a contract, the terms and conditions of this Proposal/Scope shall prevail.

3061 North US Highway 1

Bunnell, FL 32110

386-437-7034 } out of
5058 } service

Page 1 of 4

10 K supports
for top.
1.20
\$ 5670 mesh

16 #
30 TOP MEMBE
@ 15' o/c
4000 SF MB.
4710 SF

ADD OPEN
TO
\$ 12K

9-11-02
GANT
& ATLAS
2PM
MH

Pedestrial Bridge Fence & Handrail
Estimate No. 02-403

April 1, 2002

Standard Exclusions

We exclude the following items on all proposals unless otherwise noted to be furnished on our inclusions list. These standard exclusions are in addition to any items specifically excluded.

- Any item or material not specifically listed herein
- Materials not shown on Architectural or Structural plans
- Obtaining permits, licenses, etc., or the cost thereof
- Grout and grouting
- Touchup or field painting
- Field dimensions or surveys
- Cost of testing or inspections
- Demolition or dismantling of existing items or materials and fire proofing removal
- Bolts, anchors, anchor bolts for masonry, wood items or other trades
- Light gage metals, metal studs, C-joist or channel track
- Aluminum, stainless, chrome, bronze, cast-iron or non-ferrous materials
- Shims, shoring and temporary bracing
- Nailer holes in embed items
- Embed items at pre-cast materials
- Pre-engineered metal buildings and related materials
- Deck accessories not specifically mentioned to be furnished
- Roof hatches and related items
- Metal flashing, gutters, downspouts, gravel stops, architectural metals, etc.
- Division Ten (10) specialties, loadmaster & standing seam type roofing
- Core drilling of holes at railings
- Stair nosings
- Contractor to be responsible for anchor bolt leveling nuts set at proper elevations
- Responsibility for the integrity of the structural design
- Stamping/sealing of drawings by Florida Registered Engineer
- Fabric awnings/canopies and related
- Protection of existing and new finish work (roof systems, flooring, paint)

Terms and General Conditions of Proposal/Scope

- Paint is bid as one (1) standard shop coat of red oxide, unless specifically noted otherwise.
- Atlas Structural's proposals are with the understanding that any required bonding will be provided by the General Contractor and will be paid by same.
- If more than one (1) named or additional insured is required, the cost will be an add to contract.
- Atlas Structural assumes no responsibility for the errors or omissions of the Architect, Engineer, General Contractor or other Subcontractors.
- The trade practices defined in the American Institute of Steel Construction Code of Standard Practice, as revised to date, govern the fabrication and erection of structural steel.

Pedestrial Bridge Fence & Handrail
Estimate No. 02-403

April 1, 2002

Terms and General Conditions (continued)

- Any contract award based on this proposal will be contingent on mutual approval of the contract terms and Atlas Structural's exclusive approval of customer's credit and payment terms.
- This proposal must be incorporated in its entirety and made part of the contract. This document will take precedence over any conflicting components of contract vs. proposal.
- Prior to the start of steel fabrication, the General Contractor will furnish all necessary dimensions needed for the fabrication and location of roof opening frames. Should said information not be furnished prior to start of fabrication, the General Contractor will pay Atlas Structural, Inc. all costs associated with out-of-sequence work, including, but not limited to, shop overtime, extra freight, extra field mobilization, installation and inefficiencies.
- All unknown or to be verified dimensions will be addressed and approved by the General Contractor or the drawing approver on the approval drawing submittals. Failure to do so will result in delays for which Atlas Structural, Inc. will not be held responsible.
- Written change orders will be issued prior to start of extra or out of scope work. Field Superintendents directing the work must have the authority to commit the General Contractor and must be authorized to verify and sign daily time sheets agreeing with extra reports.
- Changes must be negotiated prior to start of work, if possible. If an emergency exists that requires authorized extra work prior to negotiating an amount, the change will be negotiated as soon as possible thereafter. All changes will be negotiated, incorporated into the contract and paid within 30 days of completion of the change.
- No adjustments will be made to Atlas Structural's pay request without the prior approval and concurrence of ASI. Atlas Structural relies on the other contracting party to provide timely payment to ASI of monies due for work performed at the direction of the contracting party. The contracting party is obligated to pay ASI regardless of any other provisions to the contract.
- This proposal is based on the fabrication process starting after all detail drawings are complete and approved. Any partial releases must be authorized by and paid for by the General Contractor.
- This proposal is based on erection starting only after the site has progressed to such a stage as to allow for continuous and uninterrupted erection of the entire job. Multiple mobilizations have not been priced into this estimate and will require reimbursement if directed.
- This proposal excludes traffic control.
- All problems associated with embedded rebar or hollow block will be reported to the General Contractor for action by others. ASI excludes any and all remedial action for the above situations.
- Painting is done in an ambient air facility; therefore, schedules may be extended because of high humidity or cold temperatures. ASI will not be held liable due to weather related delays.
- ASI production schedules are based on a two-(2) week return of approval drawings. Late approval returns of drawings will result in rescheduling of fabrication and will cause delays for which ASI will not be held responsible.
- General Contractor is to furnish anchor bolt survey to ASI prior to start of erection. Any errors discovered in the anchor bolt placement will be reported to the General Contractor for remedial action by others.
- Prior to steel placement, the General Contractor shall make embedded items and column footings ready for use. They shall be free of concrete, mortar, etc. and shall be clean, straight, oiled and have the threads preserved. Prior to the start of erection, the General Contractor shall set anchor bolt nuts at the proper elevation (one each cluster).

Pedestrial Bridge Fence & Handrail
Estimate No. 02-403

April 1, 2002

Terms and General Conditions (continued)

- General Contractor will make available, and continuously maintain, roadways necessary for access to the job site work area. Access to work shall be provided for tractor-trailers, mobile crane, light trucks, welding equipment, etc. in such a manner that rough terrain equipment is not necessary.
- The General Contractor will provide adequate site storage and shake out area.
- Payment is to be made for off-site stored raw materials. Storage site shall be designated by Atlas Structural, Inc.
- If storage space is not available at the jobsite, payment will be made for materials fabricated and stored off-site. However, Atlas Structural Inc. has made no provision for bonding in the event room is not available on the jobsite to store fabricated materials.
- Off loading of "furnished and delivered only" items is the sole responsibility of the General Contractor.
- This Proposal is based on the following erection sequence and crane size: _____
- Price is based on monthly progress payment values paid at 100% on materials. Retainage is allowed on installation of materials only.
- Final payment of retainage is due thirty (30) days after Substantial Completion.

Respectfully,

ATLAS STRUCTURAL, INC.

Grant Kasten
Estimating/Sales

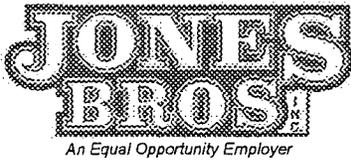
If Proposal/Scope is accepted, the authorized agent for Customer shall sign and date below to acknowledge acceptance of ASI's price, terms and conditions stated herein. Customer shall be responsible for providing a contract/purchase order to ASI as soon as possible.

Type or Print Company Name

Date

By: _____
Signature

Type or Print Name and Title



5760 Old Lebanon Dirt Road
 Post Office Box 727
 Mt. Juliet, Tennessee 37121
 615-754-4710

ALL INVOICES AND SHIPMENTS MUST REFERENCE
 PURCHASE ORDER NO. 759-47-22

Page 1 of 2

Date 9/29/04
 Project No. JBI-759
 Contract No. DB-607-01/BJC
 Owner Seminole County, Florida
 Location SR-434 Trail Overpass
 Winter Springs, Florida
 Terms Net 30 Days

TO: (SELLER)
 Florida Structural Steel
 2710 5th Avenue
 Tampa, FL 33605
 Phone: (813) 241-4261
 Fax: (823) 247-3864
 Gary Scrivener

The Seller hereby agrees to furnish the following material F.O.B. location described above in accordance with the Prime Contract Documents of Subject Project, if applicable. Delivery of material required to commence on Project Manager's Request.

Cost Index	Approx. Quantity	Description	Unit Cost	Total
486-759-046550	1 LS	Approx. 1,113' of Decorative Ramp Railing (32 panels) Notes: 1. FOB Jobsite. 2. All steel shall be be hot dipped galvanized after fabrication in accordance with the FDOT Standard Specifications then painted with a gloss black color coat. 3. Structural tube shall be ASTM A500 Grade, A, B, or C. Base plates & top plates shall be ASTM A709, Grade 36. All steel pipe shall be ASTM A53 standard weight. 4. All welding shall be in accordance with the current ASSHTO/AWS Bridge Welding Code. All fillet welds shall be 3/16" in the locations as designated in the plans. Fillet welds shown at the intersection of vertical post corners where connecting to rail members shall be of a dimension such that the circular fillet of the tube corner is filled with weld material where it joins to the railing. The weld material at these locations shall be ground smooth with the base material after welding. 5. Price includes 1/8" thick resilient pad and shop drawings. Price excludes anchor bolts. 6. Shop Drawings are included in the above price. 7. Delivery in 45 days after receiving this purchase order.	79,106.00	79,106.00
		Sales Tax (6%)		4,746.36
		Seminole Tax		50.00

In consideration of the performance of this Agreement and subject to the terms thereof, and quantity adjustments as appropriate, Buyer agrees to pay the Seller the Sum of \$ **83,902.36**

Render invoice in duplicate and mail to Jones Bros., Inc. at P.O. Box 1001, Mt. Juliet, TN 37121

Send correspondence, Bills of Lading and Shipping Notices to Jones Bros., Inc. at 725 Primera Blvd., Suite 140 - Lake Mary, Florida 32746

JONES BROS., INC.
 (Buyer)

SELLER: SEE TERMS AND CONDITIONS (No. 1 thru 30)

Signature _____

BUYER: Index and Scan Purchase Order into Job File and Application Extender.

Printed Name _____



An Equal Opportunity Employer

5760 Old Lebanon Dirt Road
Post Office Box 727
Mt. Juliet, Tennessee 37121
615-754-4710

ALL INVOICES AND SHIPMENTS MUST REFERENCE
PURCHASE ORDER NO. 759-47-20

Page 1 of 2

Date 8/24/04
Project No. JBI-759
Contract No. DB-607-01/BJC
Owner Seminole County, Florida
Location SR-434 Trail Overpass
Winter Springs, Florida
Terms Net 30 Days

TO: (SELLER)
Florida Structural Steel
2710 5th Avenue
Tampa, FL 33605
Phone: (813) 241-4261
Fax: (823) 247-3864
Gary Scrivener

The Seller hereby agrees to furnish the following material F.O.B. location described above in accordance with the Prime Contract Documents of Subject Project, if applicable. Delivery of material required to commence on Project Engineer's Request

Table with 5 columns: Cost Index, Approx. Quantity, Description, Unit Cost, Total. Includes line item for Bridge Fence Frame and a list of 6 notes.

In consideration of the performance of this Agreement and subject to the terms thereof, and quantity adjustments as appropriate, Buyer agrees to pay the Seller the Sum of \$ 60,687.30

Render invoice in duplicate and mail to Jones Bros., Inc. at P.O. Box 1001, Mt. Juliet, TN 37121

Send correspondence, Bills of Lading and Shipping Notices to Jones Bros., Inc. at 725 Primera Blvd., Suite 140 - Lake Mary, Florida 32746

JONES BROS., INC.
(Buyer)

SELLER: SEE TERMS AND CONDITIONS (No. 1 thru 30)

Signature _____

BUYER: Index and Scan Purchase Order into Job File and Application Extender.

Printed Name Timothy Cook, Area Manager

4/03/02 Revision

SCHEDULE OF VALUES

Schedule "A"

Subcontract No. 759-47-05

Contract No. DB-607-01/BJC

Rose Fence Company, Inc.

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
	1.0	LS	Bridge Fencing	63,800.00	63,800.00
	638	LF	Breakdown for Payment as follows: Bridge Fencing	100.00	

TOTAL CONTRACT AMOUNT: \$ 63,800.00



October 13, 2004

759-47-023

Seminole County Engineering Division
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

HAND DELIVERED

Attention: Mr. David Martin, Principal Engineer, Special Projects

Reference: SR 434 Trail Overpass
Seminole County
Seminole County Project No. DB-607-01/BJC

Subject: Updated Schedule and Time Extension Request

Dear Gentlemen:

Jones Bros, herewith, requests a time extension of 85 calendar days due primarily to the impacts of the recent hurricanes. This submittal is being made in accordance with the most recent directive by the FDOT and FEMA and supercedes the time requested in our letter numbered 759-47-21 dated September 30, 2004. In an effort to share the costs of this active hurricane season we are not seeking monetary compensation for extended overhead related to this time request.

Thirty-five of the eighty-five days requested is the time between July 23, 2004 and August 27, 2004 when the lighting extra work was approved, see attached letters dated July 15, 2004 from Jones Bros and August 27, 2004 from Seminole County.

Our decorative panel subcontractor, Empire Tilt-Up Systems (Empire), was scheduled to begin August 9, 2004 and be complete in four weeks; however, due to Hurricanes Charley, Frances, and Jeanne, Empire's completion date has moved to November 1, 2004, see attached letter from Empire. The Hurricane delay occurred partially concurrent with the lighting delay, August 9th to August 27th; therefore, eighteen of the fifty-nine days are accounted for in the lighting delay. This reduces the hurricane delay to 41 calendar days.

Lastly, these delays have pushed the project into the holiday season including Thanksgiving, Christmas, and New Years; therefore, we are requesting nine days for the aforementioned holidays. A summary of the requested time is as follows.

Finish Date

Nov. 4, 2004 – Includes Eagle Restrictions

Dec. 5, 2004 – 31 days Lighting Extra Work (Previously Approved)

Jan. 9, 2005 – 35 days Lighting Extra Work Delayed Approval

Feb. 19, 2005 – 41 days Hurricane Delay

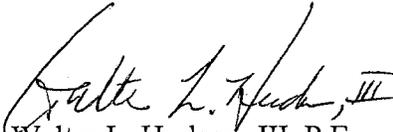
Feb. 28, 2005 – 9 days Thanksgiving (4 days), Christmas (3 days), New Years (2 days)

In addition to the requested time extension, Jones Bros, herewith, submits for your review and approval the updated schedule, October 9th data date, for the above referenced project. The updated schedule reflects the requested time extension.

Should you have any questions or need additional information, do not hesitate to contact this office.

Very truly yours,

JONES BROS., INC.


Walter L. Hudson, III, P.E.
Project Manager

cc: Job 759 – Files



July 15, 2004

759-47-016

Seminole County Engineering Division
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

VIA FACSIMILE
ORIGINAL BY US MAIL

Attention: Mr. David Martin, Principal Engineer, Special Projects

Reference: SR 434 Trail Overpass
Seminole County
Seminole County Project No. DB-607-01/BJC

Subject: **Lighting Extra Work Pricing Proposal**

Dear Gentlemen:

Jones Bros., Inc. herewith submits for your review and approval our lump sum price proposal of \$129,150.00 to design and install lighting for the above referenced project. A breakdown of the price proposal is attached.

The scope of work includes the following:

- Lighting Design by MACTEC, Inc. submitted on July 7, 2004.
- Bridge accent lighting system installation and activation including Pharo Uplights.
- Conduit installation with pull strings (no wire) for the bridge deck and ramp future lighting.
- Anchor bolt installation (extension by others) for the ramp future lighting.
- Layout.

The scope of work excludes the following:

- Light poles or bollard fixtures.
- Electrical wire for future lighting.
- Power connection and fees.
- Approvals or tests.

As this design incorporates the future lighting conduit which will be capped and sealed with a wooden plug, Jones Bros. requests an early review of the plans by the governing electrical agency

725 PRIMERA BLVD. SUITE 140

LAKE MARY, FLORIDA 32746

407-804-5540

An Equal Opportunity Employer

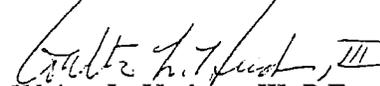
responsible for approval and inspection of the work. This preventative request is submitted in the spirit of partnering to ensure a smooth project completion since the design is "nonstandard" with regards to the future lighting preparation.

Due to the complexity of the work Jones Bros. requests a time extension of 31 days to procure material and subcontractors and to integrate the work into the project. The bridge deck pour date has been changed from early July 2004 to August 10, 2004. The August date is contingent on conduit installation for the future lighting; therefore, approval of the design and pricing is needed by July 23, 2004 to avoid delaying the project.

Should you have any questions, please do not hesitate to contact this office at 407-804-5540.

Very truly yours,

JONES BROS., INC./



Walter L. Hudson, III, P.E.

Project Manager

cc: Job 759 - File

Lighting Extra Work Price Proposal Breakdown

SR 434 Trail Overpass
Project Number DB-607-01/BJC

Materials	\$ 3,052.44
Labor	\$ 2,866.81
Equipment	\$ 665.00
Subcontractors	\$104,060.43
Subtotal	\$110,644.68
Markup, 15% (Indirects, Overhead, Profit)	\$ 16,596.70
Total	\$127,241.38
General Liability & Bond, 1.5%	\$ 1,908.62
Grand Total	\$129,150.00

PUBLIC WORKS DEPARTMENT



ENGINEERING DIVISION

August 27, 2004

Mr. Walter L. Hudson, III, P.E., Project Manager
Jones Bros, Inc.
725 Primera Blvd., Suite 140
Lake Mary, Florida 32746

SEP 02 2004
JONES BROS., INC.

RE: Winter Springs Lighting, Conduits, and Fencing Upgrades – Cross Seminole Trail
Overpass @ SR 434

Dear Mr. Hudson:

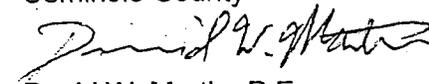
The City of Winter Springs has requested and their City Council voted and approved to fund two upgrades to the overpass. The first upgrade includes overpass ground lighting with conduit installation for future lighting on the overpass ramps and span. The second upgrade is the span fencing will be vinyl covered welded wire fabric instead of vinyl coated chain link.

These upgrades and associated project time extension are hereby approved by Seminole County contingent on Jones Bros, Inc., providing a revised schedule for completion of the overall project and a waiver on any time delay claims due to these upgrades. The upgrades will be part of this project and revised schedule. The invoicing and payment of the upgrades is between Jones Bros., Inc. and Winter Springs pursuant to an agreeable purchase order for the upgrades to be executed between them. Invoicing and payment should be done as follows:

- Jones Bros. Inc. should invoice Winter Springs directly each month for the upgrade work completed that month and stored materials.
- Winter Springs should pay Jones Bros., Inc. the invoice directly after receipt of each months invoice and completion of upgrade work and stored materials.

The County appreciates working with Jones Bros., Inc. and the City of Winter Springs on this important trail project. If you have any questions, please contact me.

Sincerely,
Seminole County


David W. Martin, P.E.
Principal Engineer

c: Tim Cook, Area Manager, Jones Bros.
Ronald McLemore, City Manager
Kipton Lockcuff, P.E., Public Works Director
Jackie Michalos, LAP Construction Engineer, FDOT
Jerry McCollum, P.E., County Engineer
Skip Groeneveld, Project Implementation Coordinator
Pam Hastings, Administration Manager, Seminole County

Empire Tilt-Up Systems, Inc.

537 Deltona Blvd., Suite 201, Deltona, FL 32725 tel: 386-575-3456, fax: 386-574-0708

October 7, 2004

RECEIVED
OCT 11 2004
JONES BROS., INC.

Mr. Walter Hudson
Jones Bros. Inc.
725 Primera Blvd., Suite 140
Lake Mary, FL 32746
(407) 804-5538

Mr. Johnny Workman
Project Manager

RE: Schedule Delays

Re: 434 Overpass Project

Dear Mr. Hudson,

This letter is in reference to our conversation last week on panel erection schedule.

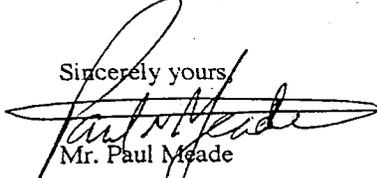
Originally, our crew was scheduled to be on sight August 9th with a predicted schedule of four weeks to completion. The schedule was then moved to Aug. 30th due to Hurricane Charlie. Since that date the project has occurred three more hurricanes to stop production. At this time we are requesting that Empire be given three weeks starting Oct. 11th to finish all necessary work on the panels to have our erection of the overpass completed by Nov. 1st.

For reasons outside of our control due to three severe storms that have hit Florida in the last few weeks we were unable to obtain all the necessary form material needed to form panels. Our mill supplier for the job has been without power for over two weeks. Also, our mill supplier has had difficulty obtaining the material because the lumber suppliers have also been hit by the storms.

We apologize for any inconveniences to your company and Empire will make every effort to get this project back on schedule.

Please advise if additional information is required.

Sincerely yours,


Mr. Paul Meade

cc: President, Project manager