

WEST NASSAU LANDFILL
PHASE IV
CHANGE ORDER #1

REQUESTED BY:

- R.B. Baker Construction

DESCRIPTION:

- Construction of Phase IV

EXPLANATION:

- This Change Order replaces all of the original Phase IV Scope of Work due to a complete redesign of the Phase IV liner system.

EFFECT ON SCHEDULE:

- The time line for Phase IV construction is attached hereto as Attachment #2.

ESTIMATED COST OF THIS CHANGE:

- The attached unit prices totaling \$1,766,152.05 less the \$50,000 deduct that was included in the award of Phases I, II and III construction, as identified in Attachment #1.

DATED this 16th day of January, 2001.

R. B. BAKER CONSTRUCTION, INC.

GOLDER ASSOCIATES, INC.



Its: PRESIDENT

WENDY D. KARABLY
Senior Project Manager

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



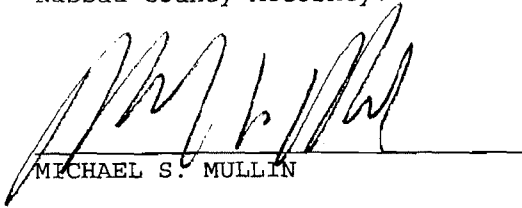
NICK D. DEONAS
Chairman

ATTEST:



J.M. "CHIP" OXLEY, JR.
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

ATTACHMENT 1
WEST NASSAU LANDFILL
CHANGE ORDER 1 PHASE IV
PROPOSAL

Job Description: West Nassau L/F Phase IV

Proposal Date:
Time:

From: R.B. BAKER CONSTRUCTION CO., INC.

Bid Item Number	Bid Item Description	Quantity UM	Unit Price	Total Price
10	Contract Administration	1.0000 LS	5000.00	5000.00
20	Mobilization	1.0000 LS	111800.00	111800.00
30	Surveying	1.0000 LS	17500.00	17500.00
40	Payment/Performance Bonds	1.0000 LS	18000.00	18000.00
General Total			Subtotal Running Total	152300.00 152300.00
50	Excavation	13350.0000 CY	2.45	32707.50
55	Cell Dewatering/Tie-ins	1.0000 LS	19500.00	19500.00
58	Muck/Backfill	2250.0000 CY	4.00	9000.00
60	Compacted Fill	3350.0000 CY	1.25	4187.50
70	Subgrade Preparation	375000.000 SF	0.25	93750.00
80	Sand Leachate Collection Layer	8700.0000 CY	14.55	126585.00
90	Protective Cover Layer	21550.0000 CY	10.47	225628.50
110	Tp 1 GCL (Unreinforced)	229050.000 SF	0.38	87039.00
120	Tp 2 GCL (Reinforced)	180495.000 SF	0.46	83027.70
130	Tp 1 Secondary Liner (Smooth)	229050.000 SF	0.46	105363.00
140	Tp 2 Secondary Liner (Textured)	184005.000 SF	0.47	86482.35
150	Tp 1 Primary Liner (Smooth)	229050.000 SF	0.47	107653.50
160	Tp 2 Primary Liner (Textured)	184005.000 SF	0.48	88322.40
170	HDPE Drainage Net	229050.000 SF	0.25	57262.50
180	Geotextile Filter Fabric	14400.0000 SF	0.14	2016.00
190	Tp 1 Geocomp Drainage Net	229050.000 SF	0.38	87039.00
200	Tp 2 Geocomp Drainage Net	360990.000 SF	0.44	158835.60
Geosynthetic Total			Subtotal Running Total	1374399.55 1526699.55
210	Perforated 8 in SDR 17 HDPE Lateral Pipe	2590.0000 LF	24.75	64102.50
220	Non-Perforated 8 in SDR 17 HDPE	590.0000 LF	16.75	9882.50

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250	18 in Dia SDR 17 HDPE Primary Side SI Riser Pipe	1.0000 LS	28800.00	28800.00
260	Submersible Pumps	3.0000 EA	4800.00	14400.00
261	Flexible 2 in Dia HDPE Pump Riser Pipes	450.0000 LF	5.65	2542.50
262	Solid 2 in Dia SDR 17 HDPE Pipe incl fittings, elbows, tees	40.0000 LF	14.60	584.00
263	2 in Butterfly Valves	4.0000 EA	275.00	1100.00
264	2 in Check Valves	3.0000 EA	310.00	930.00
265	2 in Flowmeter	2.0000 EA	1325.00	2650.00
266	Sampling Port	1.0000 EA	200.00	200.00
267	3in x 2in Reducer	1.0000 EA	100.00	100.00
268	Pressure Release Valve	1.0000 EA	1350.00	1350.00
269	Pump Control Panel	1.0000 LS	18500.00	18500.00
270	Double Wall Force Main Pipe	180.0000 LF	25.70	4626.00
280	Concrete for Side SI Riser Pipe Rousing & Contain. Area	1.0000 LS	4000.00	4000.00
290	Side Slope Underdrain System	1000.0000 LF	32.30	32300.00
300	Slurry Wall Mitigation	480.0000 LF	19.50	9360.00
310	Cleaning and Testing of Piping	1.0000 LS	3000.00	3000.00
Leachate Collection Total			Subtotal	239452.50
			Running Total	1766152.05
			GRAND TOTAL	1766152.05

2002

0/00. TUE 12:55 PM



R.B. BAKER
CONSTRUCTION INC.

October 26, 2000

Mr. J.M. "Chip" Oxley, Jr.
Nassau County Board of Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

**RE: WEST NASSAU LANDFILL – CALLAHAN, FLORIDA
PHASE IV CONSTRUCTION
NEW CONTRACT VALUE**

Mr. Oxley:

Based on the Phase IV Change Order and the \$50,000 deduct, our new contract value should be \$3,950,587.55. Please review your records to confirm this amount.

We look forward to working with Nassau County again on this project. If you have any questions or comments, or if I can provide further information please don't hesitate to call me at (912) 964-6513.

Sincerely,

R. B. BAKER CONSTRUCTION, INC.

Stoy F. Marlow

NOTICE TO PROCEED


TO: R.B. BAKER CONSTRUCTION, INC.
POST OFFICE BOX 7192
GARDEN CITY, GA 31418

October 11, 2000

Project:
West Nassau Landfill,
Phase IV Construction
Callahan, Florida 32011

Pursuant to the Contract for construction at the West Nassau Class I Landfill, you are hereby authorized to proceed with the modified scope of work to provide Phase IV construction based on the attached unit prices totaling \$1,766,152.05 less the \$50,000.00 deduct that was included in the award of Phases I, II, and III construction. The construction time line as attached is also accepted and becomes part of the Phase IV award.

NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Stacy F. Marlow this the 26th day of
October, 2000.

By: Stacy F. Marlow
Title: Vice President



R.B. BAKER
CONSTRUCTION INC.

October 2, 2000

Mr. Walter D. Gossett
Nassau County Board of Commissioners
P.O. Box 1010.
Fernandina Beach, Florida 32035-1010

**RE: WEST NASSAU LANDFILL - CALLAHAN, FLORIDA
PHASE IV CONSTRUCTION
CHANGE ORDER PROPOSAL**

Mr. Gossett:

In an effort to resolve this issue, if we are awarded the change order as we have negotiated, we offer to allow the \$50,000 deduct that was included in our bid for award of Phases I, II, and III. Our contract will be modified by removing Phase IV at its current value, adding the new value for Phase IV, and subcontracting \$50,000 from the new total.

We are optimistic of the opportunity to work with you again and look forward to hearing from you. If you have any questions or comments, or if I can provide further information please don't hesitate to call me at (912) 964-6513.

Sincerely,

R. B. BAKER CONSTRUCTION, INC.

A handwritten signature in black ink, appearing to read "Stoy Marlow". The signature is fluid and cursive.

Stoy F. Marlow
Vice President

CC: Mr. Michael S. Mullin, Nassau County
Mr. J. M. Oxley, Jr., Nassau County
Mrs. Wendy Karably, Golder Associates
Mr. Robert B. Baker, RBBC
97-007



R.B. BAKER
CONSTRUCTION INC.

August 8, 2000

Mrs. Wendy D. Karably
Golder Associates, Inc.
8933 Western Way, Suite 12
Jacksonville, Florida 32256

Via Facsimile

**RE: WEST NASSAU LANDFILL - CALLAHAN, FLORIDA
PHASE IV CONSTRUCTION
CHANGE ORDER PROPOSAL
REVISED PRICING**

Mrs. Karably:

Attached you will find our revised proposal for this Change Order based on negotiations in our meeting with Nassau County on Friday, August 4, 2000. Notable changes are listed below:

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- Revised Submersible Pump unit price
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Sincerely

R. B. BAKER CONSTRUCTION, INC.

Stoy F. Marlow
Estimator

Incl.

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ID	Task Name	Duration	Start	Finish	November	December	January	February	March	April	
1	Phase 4 Cell Completion	120 days	Wed 11/1/00	Fri 4/27/01	10/28 11/5 11/12 11/19 11/26 12/3 12/10 12/17 12/24 12/31	1/7 1/14 1/21 1/28 2/4 2/11 2/18 2/25 3/4 3/11 3/18 3/25 4/1 4/8 4/15 4/22					
2	Begin Project	0 days	Wed 11/1/00	Wed 11/1/00	◆ 11/1						
3	Mobilization/Surveying	3 days	Wed 11/1/00	Fri 11/3/00							
4	Earthwork	25 days	Mon 11/6/00	Tue 12/12/00							
5	Prepare Liner Subgrade	10 days	Tue 1/2/01	Mon 1/15/01							
6	Liner System Installation	27 days	Tue 1/16/01	Wed 2/21/01							
7	Install GCL	10 days	Tue 1/16/01	Mon 1/29/01							
8	Secondary Liner	15 days	Mon 1/22/01	Fri 2/9/01							
9	Secondary Geonet	10 days	Fri 1/26/01	Thu 2/8/01							
10	Primary Liner	15 days	Thu 2/1/01	Wed 2/21/01							
11	Primary Geocomposite	10 days	Wed 2/7/01	Tue 2/20/01							
12	Anchor Trench	4 days	Thu 2/22/01	Tue 2/27/01							
13	Leachate Collection Layer	6 days	Wed 2/28/01	Wed 3/7/01							
14	Protective Cover	10 days	Thu 3/8/01	Wed 3/21/01							
15	Leachate Collection Piping	10 days	Thu 3/22/01	Wed 4/4/01							
16	Sump Risers	3 days	Thu 4/5/01	Mon 4/9/01							
17	Leachate Confinement Structure	3 days	Tue 4/10/01	Thu 4/12/01							
18	Leachate Foremain	3 days	Fri 4/13/01	Tue 4/17/01							
19	Submersible Pumps	3 days	Wed 4/18/01	Fri 4/20/01							
20	Testing/Startup	2 days	Mon 4/23/01	Tue 4/24/01							
21	Clean-up/Demobilization	3 days	Wed 4/25/01	Fri 4/27/01							

ID	Task Name	Duration	Start	Finish	November				December				January				February				March				April							
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Task	Milestone	Roll Up Split	External Tasks
West Nassau Landfill			External Tasks
Phase 4 Construction			Project Summary
October 10, 2000			

Fax Transmittal

R.B. Baker Construction, Inc.

To: Mr. Walter D. Gossett, Nassau County

CC: Mrs. Wendy Karably, Golder Associates

From: Stoy Marlow

No. Pages (Including Transmittal): 2

Date Sent: October 10, 2000

Time Sent: 12:00 PM

00 OCT 10 11:27

West Nassau Landfill – Phase IV Construction

Construction Schedule

The attached schedule shows the activities necessary for this project. The durations shown represent workdays. No allowance has been included for delays caused by adverse weather.

Please note that the Prepare Liner Subgrade and Liner System Installation activities must occur in a fairly continuous operation. Due to complications with this work during the Christmas holidays, I have shown these activities beginning January 2. We can prefabricate portions of the leachate system early to help expedite project completion after the liner system is complete.

If you have any questions or comments please don't hesitate to call me at (912) 964-6513.

If All Pages Are Not Received Or If Fax Is Illegible, Please Call Sender.

P.O. Box 7192 • Garden City, Georgia 31418

Telephone (912) 964-6513 • Fax (912) 964-6531

Golder Associates Inc.

8933 Western Way, Suite 12
Jacksonville, FL USA 32256
Telephone (904) 363-3430
Fax (904) 363-3445



VIA FACSIMILE ONLY (total 5 pages)

October 10, 2000

993-3928.19

Nassau County Board of County Commissioners
3163 Bailey Road
P.O. Box 1010
Fernandina Beach, Florida 32035

Attn: Mr. Walter D. Gossett
County Coordinator

RE: SUMMARY OF EVALUATION OF
PHASE IV CONSTRUCTION CHANGE ORDER PROPOSAL
FROM R.B. BAKER CONSTRUCTION, INC.
WEST NASSAU CLASS I LANDFILL

Dear Mr. Gossett:

Golder Associates Inc. (Golder) was requested by you to submit this letter to the Nassau County Board of County Commissioners (Board) presenting our evaluation of the Change Order Request (COR) from R.B. Baker Construction, Inc. (Baker), dated August 8, 2000, to their contract for Phase IV construction at the West Nassau Class I Landfill in Callahan, Florida. A copy of the August 8, 2000 letter and cost estimate from Baker is attached for reference. Golder prepared a detailed evaluation of Baker's August 8, 2000 COR, dated August 11, 2000. As stated in that letter, Golder's evaluation included a review of Baker's unit prices in their original Phase IV bid, a comparison of the proposed unit rates to those from similar liner system construction projects, and a limited comparison to prices obtained from vendors for certain items, namely the leachate removal system components. Additionally, we based our evaluation in part on the discussions that took place at a meeting held on August 4, 2000 with representatives of the County, Baker, and Golder.

Based on the detailed analysis presented in Golder's August 11, 2000 letter, Golder believes that the proposed unit prices in Baker's August 8, 2000 cost estimate appear to be reasonable, based on our experience on landfill construction projects of similar scope and size. One issue specifically discussed in the August 11, 2000 letter and at the Board meeting on August 14, 2000 was Baker's unit prices for the leachate pumps and control panel; we believed these could possibly be reduced further through additional negotiation or clarification. Discussions between Golder and Baker since the August 14, 2000 Board meeting included providing a different vendor to Baker for evaluation of its prices. According to Baker, prices for the

pumps obtained from that vendor were comparable, if not more, than the prices Baker had previously retained (and used in its bid). Based on these discussions and follow-up by Baker, and on the noted evaluation limitations as stated in our August 11, 2000 letter, Golder believes that the proposed unit prices for the leachate pumps and control panel appear to be reasonable.

We trust that the evaluation provided by Golder in this letter is sufficient to allow the Board to make a decision regarding the current COR proposed by Baker. Golder appreciates the opportunity to provide continuing engineering services to Nassau County.

Very truly yours,

GOLDER ASSOCIATES INC.



Wendy D. Karably
Senior Project Manager/Associate

Attachment (R.B. Baker August 8, 2000 letter and cost estimate)

cc: Mr. Omar E. Smith, S2L, Incorporated - via facsimile only

FN: G:\PROJECTS\993-3928\COORES\wg101000.doc



R.B. BAKER
CONSTRUCTION INC.

August 8, 2000

Mrs. Wendy D. Karably
Golder Associates, Inc.
8933 Western Way, Suite 12
Jacksonville, Florida 32256

Via Facsimile

**RE: WEST NASSAU LANDFILL - CALLAHAN, FLORIDA
PHASE IV CONSTRUCTION
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REVISED PRICING**

Mrs. Karably:

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If you have any questions or comments please don't hesitate to call.

Sincerely

R. B. BAKER CONSTRUCTION, INC.

Stoy F. Marlow
Estimator

Incl.

APPROVED

P.O. BOX 7132 - GARDEN CITY, GEORGIA 31418
(912) 964-6513 - FAX (912) 964-6531

DATE 10/11/00 or

replaces existing Phase IV document.

P R O P O S A L

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250	18 in Dia SDR 17 HDPE Primary Side SI Riser Pipe	1.0000 LS	28800.00	28800.00
260	Submersible Pumps	3.0000 EA	4800.00	14400.00
261	Flexible 2 in Dia HDPE Pump Riser Pipes	450.0000 LF	5.65	2542.50
262	Solid 2 in Dia SDR 17 HDPE Pipe incl fittings, elbows, tees	40.0000 LF	14.60	584.00
263	2 in Butterfly Valves	4.0000 EA	275.00	1100.00
264	2 in Check Valves	3.0000 EA	310.00	930.00
265	2 in Flowmeter	2.0000 EA	1325.00	2650.00
266	Sampling Port	1.0000 EA	200.00	200.00
267	3in x 2in Reducer	1.0000 EA	100.00	100.00
268	Pressure Release Valve	1.0000 EA	1350.00	1350.00
269	Pump Control Panel	1.0000 LS	18500.00	18500.00
270	Double Wall Force Main Pipe	180.0000 LF	25.70	4626.00
280	Concrete for Side SI Riser Pipe Housing & Contain. Area	1.0000 LS	4000.00	4000.00
290	Side Slope Underdrain System	1000.0000 LF	32.30	32300.00
300	Slurry Wall Mitigation	480.0000 LF	19.50	9360.00
310	Cleaning and Testing of Piping	1.0000 LS	3000.00	3000.00
Leachate Collection Total			Subtotal	239452.50
			Running Total	1766152.05
			GRAND TOTAL	1766152.05

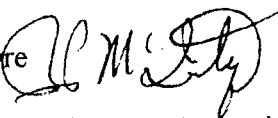


Nassau County Department of
Solid Waste Management

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

ROBERT P. McINTYRE
Director

RECEIVED JUN 30 1998

To: Board of County Commissioners
From: Robert P. McIntyre 
Subject: Change Order #2 for Phase III Excavation
Date: June 29, 1998

~~~~~

Request the Board authorize Change Order #2 of the West Nassau Construction Contract with R.B. Baker Construction of Florida, Inc. This Change Order would increase the original Construction Contract including Change Order #1 by \$6,191.93, for a total of \$3,302,367.72. These funds would come from Account No. 70346534-531363.

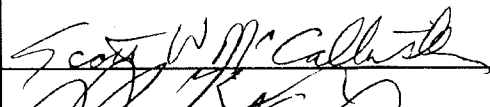
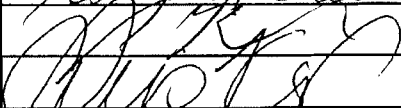

During the course of excavation of the waste materials in Phase III, it was discovered that the garbage extended beyond the original limits of the excavation in the contract. The Construction Permit issued by the Florida Department of Environmental Protection requires that all waste encountered during excavation be exhumed and relocated to the lined portion of the landfill.


c:\bocc\change\_order2



Change Reference No. 2Date: 6/25/98

**WEST NASSAU LANDFILL  
PHASE III  
CHANGE ORDER**

|                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                      |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------|
| REQUESTED BY: R. B. Baker Construction                                                                                                                                                                                                                                                                                                                                                              |                                                                                      |         |
| DESCRIPTION: <ul style="list-style-type: none"><li>• Exhumation of waste materials beyond the boundaries specified in the bid documents.</li><li>• A detailed description of the scope of this change order is provided in Attachment 1</li></ul>                                                                                                                                                   |                                                                                      |         |
| EXPLANATION: <p>Waste materials were encountered beyond the original specified boundaries of Phase III excavation. Once encountered, the permit to construct the landfill required these waste materials to be exhumed and disposed of in the adjacent lined landfill. Additionally, timely exhumation and disposal; of this material was necessary to allow continued excavation of Phase III.</p> |                                                                                      |         |
| EFFECT ON SCHEDULE: This change order adds 3 days to the required completion date for Phase III.                                                                                                                                                                                                                                                                                                    |                                                                                      |         |
| ESTIMATED COST OF THIS CHANGE: The itemized costs for this change order are as shown in Attachment 1, total cost of \$6,191.63 to be paid in accordance with the Contract General Conditions.                                                                                                                                                                                                       |                                                                                      |         |
|                                                                                                                                                                                                                                                                                                                                                                                                     | APPROVAL                                                                             | DATE    |
| R. B. Baker Construction Inc., Inc.<br>Representative                                                                                                                                                                                                                                                                                                                                               |  | 6/24/98 |
| WESTON Project Manager                                                                                                                                                                                                                                                                                                                                                                              |  | 6/26/98 |
| Nassau County Representative                                                                                                                                                                                                                                                                                                                                                                        |  | 7/13/98 |

**APPROVED**DATE 7/13/98 

**ATTACHMENT I**  
**WEST NASSAU LANDFILL**  
**PHASE III**

**SCOPE OF WORK - CHANGE ORDER #2**

The following section describes the changes in scope from the original contract for the West Nassau Landfill Phase III Excavation.

**EXCAVATION OF WASTE MATERIALS BEYOND CONTRACT BOUNDARIES**

Background

Boundaries of waste to be exhumed from the Phase III area and relocated to the lined Phase I landfill were detailed in the Contract Documents. During the course of exhumation of the waste materials in Phase III, it was discovered that waste materials extended east beyond the limits specified in the contract documents. The permit issued by FDEP requires exhumation of all waste encountered and relocation to the lined portion of the landfill.

Quantities

Due to the unknown extent of the waste materials, the aforementioned work was conducted under the direction of the Engineer on a time and materials basis. Specific quantities were documented in the field by the Engineer, and later detailed in R. B. Baker's Change Order Request dated June 18, 1998 which is provided as the Attachment II.

Schedule

Exhumation and relocation of the waste material beyond the original project boundaries was conducted in three days. This activity will add three days to the required completion of Phase III.

Cost

The Engineer monitored all Time and Materials work conducted. The tables included in Attachment II detail the labor and equipment charges. The total cost to exhume the waste materials encountered beyond the contract limits and dispose of this material in the lined portion of the landfill is \$6,191.63.



**R.B. BAKER**  
CONSTRUCTION OF FLORIDA, INC.

June 18, 1998

Mr. George J. Kaffezakis, P.E.  
Senior Project Manager  
Roy F. Weston, Inc.  
5405 Metric Place, Suite 200  
Norcross, Georgia 30092-2550

Subject: **Submittal Number 59 - West Nacem Landfill Excavation  
Over Excavation Change Order Request**

Dear George:

As you know, there was an area located along the east side of Phase III that contained waste and soils that were outside of the limits of the project. All parties involved agreed the removal of these materials would result in a Change Order to the County. We agreed to perform the work on a time and materials basis. Please find attached three Time and Materials Detail Logs for the three days this work took place. The total for equipment is  $\$3687.10 \times 10\% = 4055.81$ . The total for labor from the attached daily logs is  $\$1021.04$ . This did not include the Superintendent's time at  $\$32.06/\text{hr.} \times 17.5 \text{ hours} = \$561.05$ . Therefore, the total labor charge is  $\$1021.04 + \$561.05 \times 35\% = \$2135.82$ . The total amount due is  $\$6191.63$ .

Please let us know if this information does not correspond to your records. Also, please submit this for County approval as soon as possible. If you have any questions, please give me a call at 904-757-6100.

Sincerely,

A handwritten signature in black ink that reads "Scott McCallister". The signature is fluid and cursive, with the first name "Scott" and last name "McCallister" clearly legible.

Scott McCallister  
Landfill Construction Manager

Cc: Bob McIntyre  
Terry Lambert  
Allen Perry  
File 97-007

Ncsub59

Time and Materials Project

West Nassau County Landfill

Over-excavation of the Phase III east bench

Date activity was performed: 5-4-98

Description: R.B.Baker had to over-excavate the Phase III east side bench area (out of contract area) in order to remove all exhumation soils

| EQUIPMENT USED        | RATE PER HR. | HOURS EXPENDED | EXTENSION         |
|-----------------------|--------------|----------------|-------------------|
| 450 Hitachi Excavator | \$134.00     | 9.5            | \$ 1,273-00       |
| Rear Dump A35C        | \$95.90      | 9.5            | \$ 911-05         |
| Rear Dump A35C        | \$95.90      | 9.5            | \$ 911-05         |
| Rear Dump A35C        | \$95.90      |                | \$ -              |
| D6H LGP Dozer         | \$74.00      |                | \$ -              |
| Motor Grader - 14G    | \$78.70      |                | \$ -              |
|                       |              |                |                   |
|                       |              |                | \$ 3,095-10 TOTAL |

| LABOR USED       | RATE PER HR. | HOURS EXPENDED | EXTENSION       |
|------------------|--------------|----------------|-----------------|
| Backhoe Operator | \$15.96      | 9.5            | \$ 151-62       |
| Dozer Operator   | \$15.96      |                | \$ -            |
| Grader Operator  | \$15.96      |                | \$ -            |
| Truck Driver     | \$15.53      | 9.5            | \$ 147-53       |
| Truck Driver     | \$15.53      | 9.5            | \$ 147-53       |
| Truck Driver     | \$15.53      |                | \$ -            |
|                  |              |                |                 |
|                  |              |                | \$ 446-68 TOTAL |

\$ 3,541-78 TOTAL EQUIPMENT + LABOR

Submitted by: Allen Perry

Approved by: Larry P. Lambert

## Time and Materials Project

## West Nassau County Landfill

## Over-excavation of the Phase III east bench

Date activity was performed: 6-8-98

Description: R.B.Baker backfilled the east bench area where previously excavated exhumation soils were over-excavated outside of the contract area.

| EQUIPMENT USED        | RATE PER HR. | HOURS EXPENDED | EXTENSION       |
|-----------------------|--------------|----------------|-----------------|
| 450 Hitachi Excavator | \$134.00     |                | \$ -            |
| Rear Dump A35C        | \$95.90      |                | \$ -            |
| Rear Dump A35C        | \$95.90      |                | \$ -            |
| Rear Dump A35C        | \$95.90      |                | \$ -            |
| D6H LGP Dozer         | \$74.00      | 5              | \$ 370.00       |
| Motor Grader - 14G    | \$78.70      |                | \$ -            |
|                       |              |                |                 |
|                       |              |                | \$ 370.00 TOTAL |

| LABOR USED       | RATE PER HR. | HOURS EXPENDED | EXTENSION      |
|------------------|--------------|----------------|----------------|
| Backhoe Operator | \$15.96      |                | \$ -           |
| Dozer Operator   | \$15.96      | 5              | \$ 79.80       |
| Grader Operator  | \$15.96      |                | \$ -           |
| Truck Driver     | \$15.53      |                | \$ -           |
| Truck Driver     | \$15.53      |                | \$ -           |
| Truck Driver     | \$15.53      |                | \$ -           |
|                  |              |                |                |
|                  |              |                | \$ 79.80 TOTAL |

|           |                         |
|-----------|-------------------------|
| \$ 449.80 | TOTAL EQUIPMENT + LABOR |
|-----------|-------------------------|

Submitted by: Gillen PerryApproved by: James P. Lamberton

Time and Materials Project

West Nassau County Landfill

Over-excavation of the Phase III east bench

Date activity was performed: 6-13-98

Description: R.B.Baker backfilled the east bench area where previously excavated exhumation soils were over-excavated outside of the contract area.

| EQUIPMENT USED        | RATE PER HR. | HOURS EXPENDED | EXTENSION |
|-----------------------|--------------|----------------|-----------|
| 450 Hitachi Excavator | \$134.00     |                | \$ -      |
| Rear Dump A35C        | \$95.90      |                | \$ -      |
| Rear Dump A35C        | \$95.90      |                | \$ -      |
| Rear Dump A35C        | \$95.90      |                | \$ -      |
| D6H LGP Dozer         | \$74.00      | 3              | \$ 222.00 |
| Motor Grader - 14G    | \$78.70      |                | \$ -      |
|                       |              |                | \$ 222.00 |
|                       |              |                | TOTAL     |

| LABOR USED       | RATE PER HR. | HOURS EXPENDED | EXTENSION |
|------------------|--------------|----------------|-----------|
| Backhoe Operator | \$15.96      |                | \$ -      |
| Dozer Operator   | \$15.96      | 3              | \$ 47.88  |
| Grader Operator  | \$15.96      |                | \$ -      |
| Truck Driver     | \$15.53      |                | \$ -      |
| Truck Driver     | \$15.53      |                | \$ -      |
| Truck Driver     | \$15.53      |                | \$ -      |
|                  |              |                | \$ 47.88  |
|                  |              |                | TOTAL     |

\$ 269.88 TOTAL EQUIPMENT + LABOR

Submitted by: Allen P.

Approved by: Jimmy P. Lambert

RECEIVED  
7/8/98

P.02  
P.02



**R.B. BAKER**  
CONSTRUCTION OF FLORIDA, INC.

Mr. Robert McIntyre  
West Nassau County Landfill  
440 S. Kings Rd.  
Callahan, FL 32011

July 7, 1998

Re: Phase III Excavation  
Change Order Request

Dear Mr. McIntyre:

Thank you for meeting with us today to discuss the change order for the disposal of Phase III excavated materials in the former North Class I Pond. This memo serves to amend our change order request of June 15, 1998.

As discussed, the North Pond was not a stockpile area designated in the contract documents for the Phase III excavation. This stockpile area, in comparison to planned stockpile areas, is approximately 0.6 miles additional roundtrip haul distance. This creates additional labor and equipment expenses not included in our contract price. It also extends our time on the job site creating additional supervisory expenses. With an estimated 157,000 cubic yards in Phase III going to the North Pond, and an estimated cost increase of \$0.93 per cubic yard, this results in a lump sum change order of \$146,010.00. This change order would be allocated proportionally among Phase III, Stratum II, III, IV and V excavations.

Again, thank you for your time today in addressing this difficult issue. If you have any questions please feel free to contact me at your earliest convenience. We will have a representative attending the Monday, July 13<sup>th</sup> Commission Meeting should you have any questions during the meeting.

Sincerely,

*Scott McCallister*  
Scott McCallister  
Landfill Construction Manager

Co: Walt Gossett  
George Kaffezakis  
File 97-007

9235 BUSCH DRIVE, JACKSONVILLE, FLORIDA 32218  
(904) 757-6100 FAX (904) 757-5309

**APPROVED**

DATE 7/14/98 *gmk*



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
John A. Crawford  
Pete Cooper  
Chris Kirkland  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

July 22, 1998

Mr. Scott McCallister  
R. B. Baker Construction of Florida, Inc.  
9235 Busch Drive  
Jacksonville, FL 32218

Dear Mr. McCallister:

Enclosed is a certified, fully executed copy of the West Nassau Landfill Phase III Change Order No. 2 as approved by the Nassau County Board of County Commissioners in the amounts of \$6,191.63 and \$146,010.00.

Please let us know if we may furnish any additional information.

Sincerely,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Jmg

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

*An Affirmative Action / Equal Opportunity Employer*

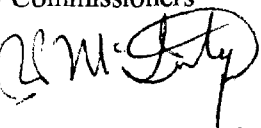




Nassau County Department of  
Solid Waste Management

441 N. KINGS ROAD  
CALLAHAN, FLORIDA 32011

ROBERT P. MCINTYRE  
Director

To: Board Of County Commissioners  
From: Robert McIntyre   
Subject: New Landfill Construction, Change Order #1  
Date: January 16, 1998

\*\*\*\*\*


Respectfully Request the board and authorize the Chairman to sign Change Order #1 to the Landfill Construction Contract dated June 23, 1997.

Basically these were items that could not have been adequately foreseen. Had we included the probability of these conditions in the original contract we would have had a greater spread among the bids received than those we actually received. This Change Order includes the following work:

- 1) Excavation and construction air underdrain system in the phase II area.
- 2) Excavation and backfilling of the rim ditch in cell 6 in the Phase I area.
- 3) Excavation of waste to expose the sump tie in to cell 3.
- 4) Repairs to synthetic liner on the slideslope of cell 8.
- 5) Credit for the deletion of stormwater control from the design on the Phase I construction area.

The total cost of this Change Order is \$69,689.09 to be funded from acct# 70346534-531312.

**APPROVED**

DATE 1/24/98 

c:\boccllf\_const.doc

Change Reference No. 1

Date: 1/14/98

**WEST NASSAU LANDFILL  
PHASE I AND II - CELLS 6, 8, 10, 12 AND 14  
CHANGE ORDER**

**REQUESTED BY:** R.B. Baker Construction Inc. and Nassau County

**DESCRIPTION:**

- Excavate and construct an underdrain system, to collect and remove groundwater seepage, along the perimeter of the western and southern slopes in the Phase II construction area to create a structurally sound, compacted subgrade on which clay liner for Cells 10, 12 and 14 will be constructed.
- Reimburse R.B. Baker Construction, Inc. for excavating and backfilling the rim ditch in Cell 6, removing excessive silt that was deposited during a transition period between contractors; excavating garbage to expose the sump tie-in to the existing Cell 3; and, repairing the synthetic liner on the sideslope of Cell 8.
- Credit for the deletion of stormwater control devices from the design of the Phase I construction area.
- A detailed description of the scope of this change order is provided in Attachment 1.

**EXPLANATION:**

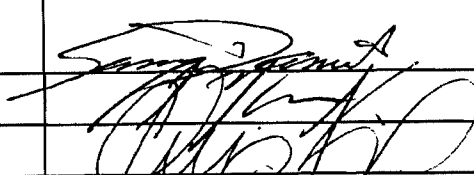
Persistent seepage of perched groundwater from the slopes in the Phase II construction area is prohibiting the construction of the clay liner on the slope portions of the Phase II area.

Timely excavation and backfilling of the saturated area in Cell 6 (the next disposal area) was necessary to allow the construction of Cells 6 & 8 to proceed as scheduled to assure continuous disposal capacity.

Additional repairs were necessary to Cell 8 side slope liner system due to trapped groundwater.

**EFFECT ON SCHEDULE:** This change order adds 14 days to the required completion date for Phase II (construction of Cells 10, 12 and 14); it is necessary to complete the installation of the underdrain system to complete construction of the Cells 10, 12 and 14 on a schedule that assures continuous disposal capacity. Completion according to this schedule will be subject to Liquidated Damages as defined in Section 8.4 of the Contract General Conditions.

**A. ESTIMATED COST OF THIS CHANGE:** The itemized costs for this change order are as shown in Attachment 1, total cost of \$69,689.09, to be paid in accordance with the Contract General Conditions.

|                                                 | APPROVAL                                                                             | DATE    |
|-------------------------------------------------|--------------------------------------------------------------------------------------|---------|
| R.B. Baker Construction, Inc.<br>Representative |  | 1/14/98 |
| WESTON Project Manager                          |                                                                                      | 1/14/98 |
| Nassau County Representative                    |                                                                                      |         |

**ATTACHMENT 1**  
**WEST NASSAU LANDFILL**  
**PHASE I AND II - CELLS 6, 8, 10, 12 and 14**  
**SCOPE OF WORK - CHANGE ORDER #1**

The following sections describe the actual proposed changes in scope from the original contract for the West Nassau Landfill Cell Construction Phases I and II:

**UNDERDRAIN SYSTEM**

**Background**

The West Nassau Landfill was designed to be constructed below groundwater elevation (inward gradient to maximize waste capacity). An impermeable slurry wall was constructed around the perimeter of the landfill to cut off groundwater flow and allow for dewatering and construction activities. During the excavation of Cells 10, 12 and 14 groundwater seepage was noticed on the west and southern side slopes, this water is attributed to perched water trapped in-between the exposed side slope and the perimeter slurry wall. The groundwater seepage is sufficient to prohibit the placement of clay liner in Cells 10, 12 and 14 along portions of the slope. In order to proceed with uninterrupted landfill cell construction activities, an underdrain system was designed and approved as a minor modification to the permit. This system involves cutting a trench along the water line, placing drainage aggregate and perforated piping in the ditch, installing a geocomposite drainage layer on the slope to capture any fluctuations in the water elevation, capping the system with an additional 12-inches of compacted clay liner and channeling the water to the east away from the construction of Cells 10, 12 and 14.

This underdrain system was not part of the original contract scope of work, as it's actual need and extent could not be determined until excavation of Cells 10, 12 and 14 was complete.

**Quantities**

The underdrain system will cover both the western and southern side slopes for a total length of 900 linear feet.

**Schedule**

The installation of the underdrain system will add 14 days to the required completion of Phase II (Construction of Cells 10, 12 and 14).

**Cost**

The price to construct the underdrain system is calculated to be \$60.00 per linear foot, for a total cost of \$54,000.00.

## **EXCAVATION AND BACKFILLING OF OLD RIM DITCH**

### **Background**

During the operation of Cells 1, 2 and 3 an outside perimeter ditch was installed south of Cell 3 to control the stormwater. The ditch ran east to west through the middle of Cell 6. The size and depth of the ditch were not know at the initiation of the project due to the excessive accumulation of silt in this area. The ditch depth ran below the design subgrade elevations for the construction of Cells 6 and 8. The saturated soils of the ditch were excavated until solid subbase material was encountered and the rim ditch was then backfilled with excavated rock material to provide a stable subgrade for clay liner construction. This work was necessary to allow for the initiation of clay liner construction.

### **Quantities**

Due to the unknown extent of the quantities involved, the work was performed under the direction of the Engineer on a Time and Materials basis.

### **Schedule**

The work was completed in approximately 5 days after initiation. The 5 days were added to the contract deadline for Phase I completion.

### **Cost**

The Engineer monitored all Time and Materials work conducted. The attached table breaks down the equipment used and the duration for each machine. The total cost to backfill the rim ditch is \$15,529.14.

## **EXCAVATING AND EXPOSING THE LEACHATE MAIN TIE-IN**

### **Background**

Phase I of the landfill cell construction consisted of connecting a newly constructed Cell 6 to Cell 3 which was already filled with waste. Each component of the multilayer system must be connected to make the new cells and the old cells function as one cohesive unit. Based on documentation of the previously constructed cells all aspects were constructed as planned. However, during the operational phases, some over filling of garbage occurred over the location of the leachate main in the sump. Excavation to connect with the new pipes included excavating and relocating 40 vertical feet of garbage.

### **Quantities**

Due to the unknown extent of the quantities involved, the work was performed under the direction of the Engineer on a Time and Materials basis.

### **Schedule**

The work was completed in approximately 2 days after initiation. The 2 days were added to the contract deadline for Phase I completion.

#### Cost

The Engineer monitored all Time and Materials work conducted. The attached table breaks down the equipment used and the duration for each machine. The total cost to excavate and expose the leachate main is \$5,900.00.

### **PHASE I - CELLS 6 AND 8 SYNTHETIC LINER REPAIR**

#### Background

After completing the installation of the synthetic liner in Phase I - Cells 6 and 8 the groundwater seepage saturated the underlying clay liner and caused the material to slide down the side slope. The sliding of the saturated clay caused the synthetic liner to bulge out and bridge against the slope. The synthetic liner was suspended and did not have adequate structural strength to proceed with the placement of protective cover material on the slope. To correct this problem the synthetic liner was cut and the saturated clay material was excavated out. The clay in the area was reconstructed and the synthetic liner was repaired, this required mobilization of the liner repair crew on short notice from Mississippi.

#### Quantities

Due to the unknown extent of the quantities involved, the work was performed under the direction of the Engineer on a Time and Materials basis.

#### Schedule

The work was completed in approximately 2 days after initiation. The 2 days were added to the contract deadline for Phase I completion.

#### Cost

The Engineer monitored all Time and Materials work conducted. The total cost to mobilize the synthetic liner repair crew and repair the damaged synthetic liner is \$4,000.00.

### **CREDIT FOR DELETION OF STORMWATER CONTROL DEVICES**

#### Background

It was determined that it was not necessary to include the stormwater control devices in Cells 6 and 8. It was originally planned that these cells would sit completed for a period of time before waste placement occurred in these cells. It became evident that Cells 6 and 8 would be used immediately after approval by the Florida Department of Environmental Protection.

#### Quantities

A total of 200 linear feet of HDPE liner and installed soil berms; including 3 HDPE access manholes and various piping appurtances.

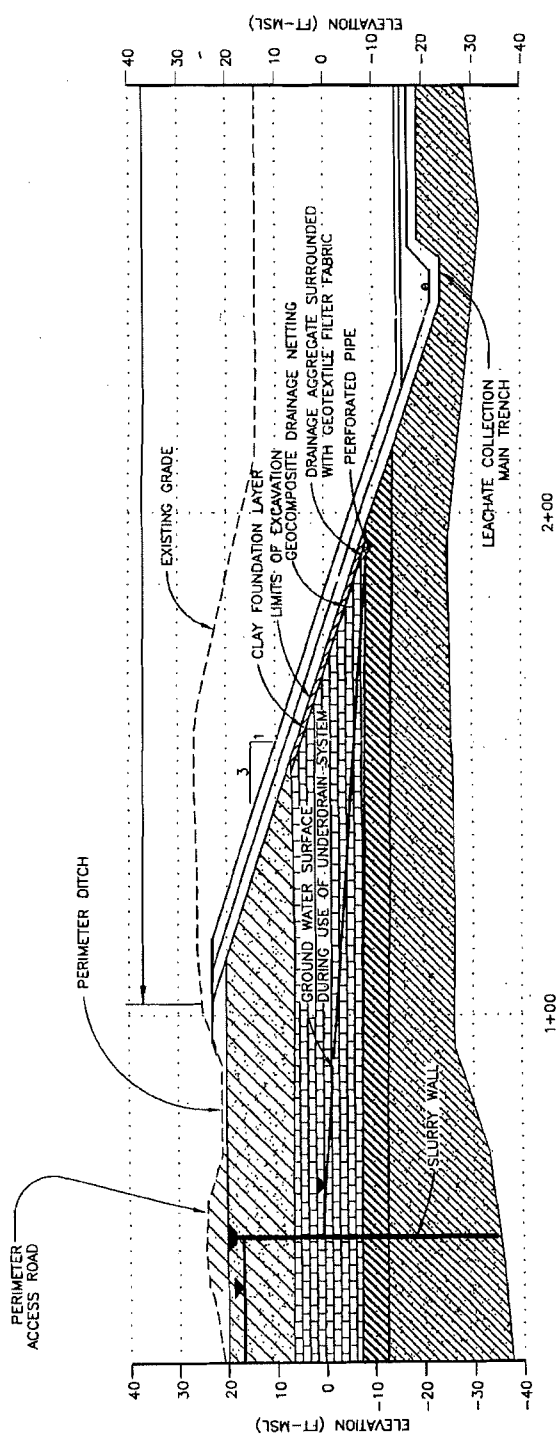
#### Schedule

The elimination of these items did not impact the contract deadline for the completion for Phase I.

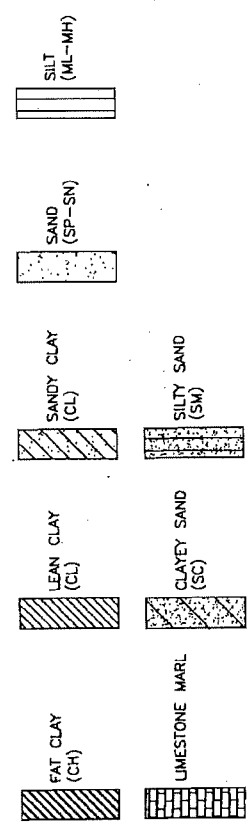
#### Credit

The total credit for the deletion of the stormwater control items from Phase I is \$8,093.00.





LEGEND



|                |         |                                               |  |
|----------------|---------|-----------------------------------------------|--|
| Figure 2       |         | STRATUM III<br>TEMPORARY<br>UNDERDRAIN SYSTEM |  |
| DATE: 01/01/97 | BY: JAD | WEST NASSAU LANDFILL                          |  |
| DATE: 01/01/97 | BY: JAD | HMA Environmental Services, Inc.              |  |
| DATE: 01/01/97 | BY: JAD | Houston, Texas                                |  |

150111ED, Feb 17, 1997 - 08:53:21





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
John A. Crawford  
Pete Cooper  
Chris Kirkland  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

June 24, 1997

Mr. Jay P. McMahan  
Landfill Construction Manager  
R. B. Baker Construction, Inc.  
Post Office Box 7192  
Garden City, GA 31418

Re: West Nassau Landfill Expansion

Dear Mr. McMahan:

Enclosed is an original, fully executed contract for the above referenced project as approved by the Nassau County Board of County Commissioners on June 23, 1997.

We look forward to working with you on this project, and if we may be of any further assistance, please let us know.

Sincerely,

J. M. Oxley, Jr.  
Ex-Officio Clerk

jmg

Enclosures

cc: Walter D. Gossett, County Coordinator  
Robert McIntyre, Solid Waste Director  
Kevin De Lange, P.E., Roy F. Weston, Inc.

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

*An Affirmative Action / Equal Opportunity Employer*



**R.B. BAKER**  
CONSTRUCTION INC.

June 18, 1997

**Mr. J. M. "Chip" Oxley, Ex-Officio Clerk**  
Nassau County Board of County Commissioners  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Subject: **Additional Language**  
**Contract for Nassau Landfill Expansion**

Dear Chip:

Attached are the signed pages you requested. Also, attached is a copy of our Nassau County Occupational License.

We are looking forward to working with Nassau County on the project. If you have any questions feel free to call me at (912) 964-6513 or Sonny Daniels at (904) 696-0998.

Respectfully,  
**R. B. BAKER CONSTRUCTION, INC.**

Jay P. McMahan  
Landfill Construction Manager

CC: Sonny Daniels, RBBC  
Kevin DeLange, Roy F. Weston, Inc.  
File 97-007, Contract

Public Entity Crime


R. B. Baker Construction, Inc. acknowledges that it has not been convicted of a Public Entity Crime as defined in Florida Statutes 287.133 and that the company is aware of the provisions of the statute and being aware of this, the company can assert that the company has not been convicted of or charged with a violation of this.

Authorization to Enter into Contract

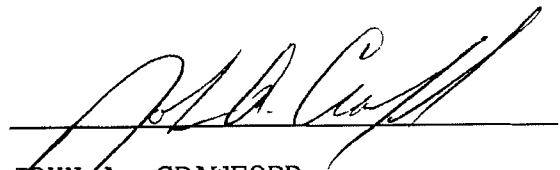
The corporation is authorized to enter into a contract and all the procedural requirements required to enter into a contract have been approved by the corporation and further the corporation is duly licensed in the State of Florida to perform this type of work.

Non Appropriation Clause

If the Board of County Commissioners, for whatever reasons, does not appropriate the monies for any portion of the contract, the contractor shall be compensated for services performed prior to the non-appropriation together with any reimbursable expenses then due.



ROBERT B. BAKER  
ITS: PRESIDENT  
R.B. BAKER CONSTRUCTION, INC.



JOHN A. CRAWFORD  
ITS: CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

STATE OF FLORIDA  
**NASSAU COUNTY OCCUPATIONAL LICENSE**

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE  
SHOWING TRANSACTION NUMBER, DATE AND AMOUNT PAID.

NEW 1/2 YEAR

THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA  
STATUTES AND COUNTY ORDINANCE NO. 72-17.

R.B. BAKER CONSTRUCTION INC.  
9348 BLOUNT ISLAND BLVD.  
JACKSONVILLE, FL. 32226

**1996-1997**

COUNTY \$ 4.50

PENALTY \$

ORIGINAL

AMOUNT DUE \$ 4.50

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS,  
PROFESSION OR OCCUPATION AS STATED ABOVE FOR THE  
PERIOD BEGINNING AUGUST 1, 1996 AND ENDING ON  
SEPTEMBER 30, 1997.

**GWENDOLYN M. MILLER, C.F.C.**

TAX COLLECTOR, NASSAU COUNTY

P. O. BOX 708

FERNANDINA BEACH, FLORIDA 32035-0708

TYPE OF BUSINESS CHAPTER 72-306.

THIS LICENSE IS VALID ONLY IF NO OTHER LAW OR ORDINANCE IS VIOLATED: ESPECIALLY ZONING

301 CONTRACTOR-EXCAVATION WORK  
EMPLOYEES  
257-88-3193

1970 111

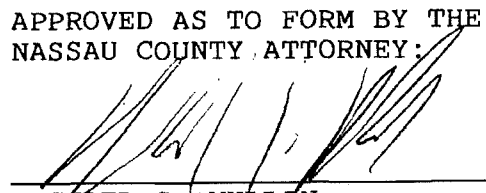
5/12/97

TOTAL

4.50

FAILURE TO KEEP THIS LICENSE EXHIBITED  
CONSPICUOUSLY AT YOUR ESTABLISHMENT  
OR PLACE OF BUSINESS.


APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



---

MICHAEL S. MULLIN  
Its: County Attorney

ATTEST:



---

J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
John A. Crawford  
Pete Cooper  
Chris Kirkland  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

June 24, 1997

Mr. Jay P. McMahan  
Landfill Construction Manager  
R. B. Baker Construction, Inc.  
Post Office Box 7192  
Garden City, GA 31418

Re: West Nassau Landfill Expansion

Dear Mr. McMahan:

Enclosed is an original, fully executed contract for the above referenced project as approved by the Nassau County Board of County Commissioners on June 23, 1997.

We look forward to working with you on this project, and if we may be of any further assistance, please let us know.

Sincerely,

J. M. Oxley, Jr.  
Ex-Officio Clerk

jmg

Enclosures

cc: Walter D. Gossett, County Coordinator  
Robert McIntyre, Solid Waste Director  
Kevin De Lange, P.E., Roy F. Weston, Inc.

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

*An Affirmative Action / Equal Opportunity Employer*



**R.B. BAKER**  
CONSTRUCTION INC.

June 18, 1997

**Mr. J. M. "Chip" Oxley, Ex-Officio Clerk**  
Nassau County Board of County Commissioners  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

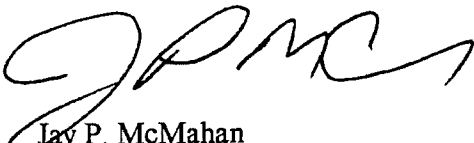
Subject:       **Additional Language**  
                  **Contract for Nassau Landfill Expansion**

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Jay P. McMahan  
Landfill Construction Manager

CC:   Sonny Daniels, RBBC  
      Kevin DeLange, Roy F. Weston, Inc.  
      File 97-007, Contract

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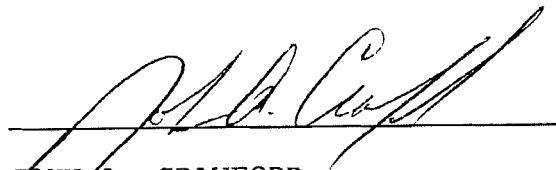
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NASSAU COUNTY, FLORIDA



STATE OF FLORIDA  
**NASSAU COUNTY OCCUPATIONAL LICENSE**

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TYPE OF BUSINESS CHAPTER 72-306.

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**GWENDOLYN M. MILLER, C.F.C.**

TAX COLLECTOR, NASSAU COUNTY

P. O. BOX 708

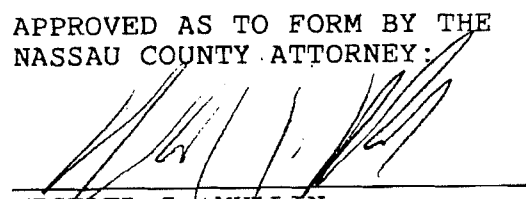
FERNANDINA BEACH, FLORIDA 32035-0708

01 CONTRACTOR-EXCUVATION WORK

EMPLOYEES

57-88-3193


APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



---

MICHAEL S. MULLIN  
Its: County Attorney

ATTEST:



---

J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk



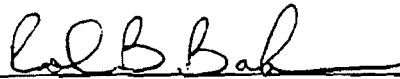
## ATTACHMENT A

### BID SUBMITTAL FORM

The undersigned, in compliance with the Bid Documents issued by the Nassau County Board of Commissioners on February 26, 1997, hereby submits this bid for construction services in connection with the Class I West Nassau Landfill as outlined in the specifications included with the Request for Bid documents.

The bidder certifies that the bidding firm has carefully examined all drawings and specifications associated with the proposed project, has visited the site, and has completed all necessary documents as required for the bid package for this project.

The bidder further certifies that the work outlined in the bid package will be carried out for the lump sum base bid price shown on the Bid Form and that the bid will be valid for 90 days from the date shown below.

|           |                                                                                            |
|-----------|--------------------------------------------------------------------------------------------|
| FIRM NAME | <u>R.B. Baker Construction, Inc.</u>                                                       |
| SIGNATURE | <u></u> |
| NAME      | <u>Robert B. Baker</u>                                                                     |
| TITLE     | <u>President</u>                                                                           |
| DATE      | <u>March 26, 1997</u>                                                                      |

**ATTACHMENT B  
BID FORM  
FOR  
LANDFILL CELL CONSTRUCTION  
PHASES I-IV  
WEST NASSAU LANDFILL**

ATTACHMENT B  
BID FORM  
FOR  
LANDFILL CELL CONSTRUCTION  
PHASES I-IV  
WEST NASSAU LANDFILL

THIS BID IS SUBMITTED TO THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (NCBCC).

The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with NCBCC in the form included in the Contract Documents and to complete all WORK as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this BID and in accordance with the Contract Documents. BIDDER further agrees that if there are conflicts between the Bid Form and the Contract Agreement, the Contract Agreement will govern.

BIDDER accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain open for THIRTY (30) calendar days after the BID opening. **BIDDER will sign the Agreement and submit the Contract Documents IN ACCORDANCE WITH THE TIME PERIODS SPECIFIED IN THE INSTRUCTIONS TO BIDDERS.**

In submitting this BID, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents, including the Invitation for Bids and the Instructions to Bidders, and of the following addenda, receipt of which is hereby acknowledged. Addendum No. 1 through Addendum No. 1.

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), all project reports, data and references listed in the Contract Documents, and any conditions affecting cost, progress or performance of the Work, and the BIDDER has made any independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought any collusion to obtain for himself any advantage over any other BIDDER or over the NCBCC.

(d) By signing the BID, a BIDDER affirms that it has not given, offered to give, nor intended to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted BID.

Failure to sign the BID shall void the submitted BID. Signing the BID with a false statement shall void the submitted BID or any resulting contracts.

Accompanying this BID is the bid security as required by Article 7.3 of the General Conditions (\$ 5% of bid). It is understood that the NCBCC reserves the right to reject any and all bids, and to waive minor irregularities, informalities, and defects in bids.

In the event of the award of the Agreement to the undersigned, the undersigned shall furnish, **WITHIN THE TIME PERIODS SPECIFIED IN THE INSTRUCTIONS TO BIDDERS**, the required PERFORMANCE and PAYMENT BONDS to secure proper compliance with the terms and provisions of the Agreement, to insure and guarantee the work until final completion and acceptance, through the guarantee period, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Agreement.

The undersigned certifies that the bid has been carefully checked and is submitted as correct and final. In the event of a discrepancy between the unit price amount extended and the lump sum total, the lump sum total shall control. Should bid prices on any item(s) be omitted, the BID may be considered nonresponsive and therefore rejected. In the event of discrepancies, the NCBCC reserves the right to accept or reject minor irregularities, informalities, and defects.

In this proposal, the following abbreviations for units of measure are used:

| <u>Unit of Measure</u> | <u>Abbreviation</u> |
|------------------------|---------------------|
| Lump Sum .....         | LS                  |
| Cubic Yard .....       | CY                  |
| Square Feet .....      | SF                  |
| Linear Feet .....      | LF                  |
| Each .....             | EA                  |
| Vertical Feet .....    | VF                  |
| Acres .....            | AC                  |

## ATTACHMENT A

Bid Form  
West Nassau Landfill-Phase I-IV-Revision 1  
022519/1573/SPECS/ATTDR1/March 17, 1997

## Bid Schedule:

To Accompany the Proposal of

Name: R.B. Baker Construction, Inc.Address: 9348 Blount Island Blvd.Jacksonville, Florida 32226

| LANDFILL CELL CONSTRUCTION<br>WEST NASSAU LANDFILL<br>CALLAHAN, FLORIDA |                                                |      |          |                                                   |
|-------------------------------------------------------------------------|------------------------------------------------|------|----------|---------------------------------------------------|
| PHASE I CONSTRUCTION<br>LANDFILL CELLS 6 AND 8                          |                                                |      |          |                                                   |
| Item                                                                    | Description                                    | Unit | Quantity | Unit Price<br>Lump Sum<br>Total                   |
| <b>GENERAL</b>                                                          |                                                |      |          |                                                   |
| I-1.                                                                    | Contract Administration and General Conditions | LS   | 1        | \$ 5,000. <sup>00</sup> \$ 5,000. <sup>00</sup>   |
| I-2.                                                                    | Mobilization                                   | LS   | 1        | \$ 50,000. <sup>00</sup> \$ 50,000. <sup>00</sup> |
| I-3.                                                                    | Surveying                                      | LS   | 1        | \$ 6,800. <sup>00</sup> \$ 6,800. <sup>00</sup>   |
| I-4.                                                                    | Performance and Payment Bond                   | LS   | 1        | \$ 5,000. <sup>00</sup> \$ 5,000. <sup>00</sup>   |
| <b>EARTHWORK CONSTRUCTION</b>                                           |                                                |      |          |                                                   |
| I-5.                                                                    | Subgrade Preparation                           | SF   | 154,600  | \$ 0.25 \$ 38,650. <sup>00</sup>                  |
| I-6.                                                                    | 24-inch Clay Liner                             | CY   | 10,600   | \$ 5. <sup>00</sup> \$ 53,000. <sup>00</sup>      |
| I-7.                                                                    | Sand Leachate Collection Layer                 | CY   | 6,800    | \$ 14.25 \$ 96,900. <sup>00</sup>                 |
| I-8.                                                                    | 12-inch Protective Cover Layer                 | CY   | 4,500    | \$ 3. <sup>00</sup> \$ 13,500. <sup>00</sup>      |
| I-9.                                                                    | 24-inch Protective Cover Layer                 | CY   | 2,000    | \$ 2.75 \$ 5,500. <sup>00</sup>                   |
| I-10.                                                                   | Cell Separation Berms                          | LF   | 1,390    | \$ 1. <sup>00</sup> \$ 1,390. <sup>00</sup>       |
| <b>GEOSYNTHETIC CONSTRUCTION</b>                                        |                                                |      |          |                                                   |
| I-11.                                                                   | 60-mil Smooth HDPE Geomembrane Installation    | SF   | 109,600  | \$ 0.45 \$ 49,320. <sup>00</sup>                  |
| I-12.                                                                   | 60-mil Textured HDPE Geomembrane Installation  | SF   | 38,300   | \$ 0.45 \$ 17,235. <sup>00</sup>                  |
| I-13.                                                                   | 60-mil HDPE Rainflap Installation              | LF   | 1,390    | \$ 3. <sup>00</sup> \$ 4,170. <sup>00</sup>       |

ATTB-3

TOTAL P.04

| PHASE I CONSTRUCTION<br>LANDFILL CELLS 6 AND 8 |                                                                                                                                         |      |          |                         |                           |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------|----------|-------------------------|---------------------------|
| Item                                           | Description                                                                                                                             | Unit | Quantity | Unit Price              | Lump Sum Total            |
| I-14.                                          | HDPE Drainage Netting                                                                                                                   | SF   | 114,200  | \$ 0.25                 | \$ 28,550. <sup>00</sup>  |
| I-15.                                          | Geotextile Filter Fabric                                                                                                                | SF   | 114,200  | \$ 0.21                 | \$ 23,982. <sup>00</sup>  |
| I-16.                                          | Geocomposite Drainage Netting Installation                                                                                              | SF   | 33,700   | \$ 0.50                 | \$ 16,850. <sup>00</sup>  |
| LEACHATE COLLECTION SYSTEM                     |                                                                                                                                         |      |          |                         |                           |
| I-17.                                          | Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Lateral Including Fittings, Drainage Aggregate, and Geotextile Filter Fabric | LF   | 1,010    | \$ 20.25                | \$ 20,452. <sup>60</sup>  |
| I-18.                                          | Non Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Cleanouts including fittings                                             | LF   | 380      | \$ 15.50                | \$ 5,890. <sup>00</sup>   |
| I-19.                                          | Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Main including Fittings, Drainage Aggregate, and Geotextile Filter Fabric.   | LF   | 220      | \$ 117.50               | \$ 25,850. <sup>00</sup>  |
| I-20.                                          | Temporary Access Manholes including valves and related Appurtenances                                                                    | EA   | 2        | \$ 4900. <sup>00</sup>  | \$ 9,800. <sup>00</sup>   |
| I-21.                                          | Temporary Leachate Termination including Temporary Access Manhole, Valve, and related Appurtenances.                                    | EA   | 1        | \$ 3,725. <sup>00</sup> | \$ 3,725. <sup>00</sup>   |
| TOTAL PHASE I LUMP SUM PRICE                   |                                                                                                                                         |      |          | \$ N/A                  | \$ 481,569. <sup>50</sup> |

Note: Bid quantities and measurements are in place quantities and measurements, and are provided for information purposes only. The CONTRACTOR shall be responsible for the verification of all quantities and measurements used in preparation of the BID.



Bid Form  
West Nassau Landfill-Phases I-IV-Revision 1  
022519/1573/SPECS/ATTBRI/March 12, 1997

| LANDFILL CELL CONSTRUCTION<br>WEST NASSAU LANDFILL<br>CALLAHAN, FLORIDA |                                                |      |          |                                                 |
|-------------------------------------------------------------------------|------------------------------------------------|------|----------|-------------------------------------------------|
| PHASE II CONSTRUCTION<br>LANDFILL CELLS 10, 12 AND 14                   |                                                |      |          |                                                 |
| Item                                                                    | Description                                    | Unit | Quantity | Unit Price<br>Lump Sum<br>Total                 |
| <b>GENERAL</b>                                                          |                                                |      |          |                                                 |
| II-1.                                                                   | Contract Administration and General Conditions | LS   | 1        | \$ 5,000. <sup>00</sup> \$ 5,000. <sup>00</sup> |
| II-2.                                                                   | Mobilization                                   | LS   | 1        | \$ 65,000 \$ 65,000. <sup>00</sup>              |
| II-3.                                                                   | Surveying                                      | LS   | 1        | \$ 9,000. <sup>00</sup> \$ 9,000. <sup>00</sup> |
| II-4.                                                                   | Performance and Payment Bonds                  | LS   | 1        | \$ 8,000. <sup>00</sup> \$ 8,000. <sup>00</sup> |
| <b>EARTHWORK CONSTRUCTION</b>                                           |                                                |      |          |                                                 |
| II-5.                                                                   | Subgrade Preparation                           | SF   | 330,100  | \$ 0.25 \$ 82,525. <sup>00</sup>                |
| II-6.                                                                   | 24-inch Clay Liner                             | CY   | 21,800   | \$ 5. <sup>00</sup> \$ 109,000. <sup>00</sup>   |
| II-7.                                                                   | Sand Leachate Collection Layer                 | CY   | 8,000    | \$ 14.25 \$ 114,000. <sup>00</sup>              |
| II-8.                                                                   | 12-inch Protective Cover Layer                 | CY   | 6,400    | \$ 3. <sup>00</sup> \$ 19,200. <sup>00</sup>    |
| II-9.                                                                   | 24-inch Protective Cover Layer                 | CY   | 9,100    | \$ 2.75 \$ 25,025. <sup>00</sup>                |
| II-10.                                                                  | Cell Separation Berms                          | LF   | 1,740    | \$ 1. <sup>00</sup> \$ 1,740. <sup>00</sup>     |
| <b>GEOSYNTHETIC CONSTRUCTION</b>                                        |                                                |      |          |                                                 |
| II-11.                                                                  | 60-mil Smooth HDPE Geomembrane Installation    | SF   | 147,900  | \$ 0.45 \$ 66,555. <sup>00</sup>                |
| II-12.                                                                  | 60-mil Textured HDPE Geomembrane Installation  | SF   | 153,700  | \$ 0.45 \$ 69,165. <sup>00</sup>                |
| II-13.                                                                  | 60-mil HDPE Rainflap Installation              | LF   | 1,740    | \$ 3. <sup>00</sup> \$ 5,220. <sup>00</sup>     |
| II-14.                                                                  | HDPE Drainage Netting                          | SF   | 155,100  | \$ 0.25 \$ 38,775. <sup>00</sup>                |
| II-15.                                                                  | Geotextile Filter Fabric                       | SF   | 155,100  | \$ 0.21 \$ 32,571. <sup>00</sup>                |
| II-16.                                                                  | Geocomposite Drainage Netting Installation     | SF   | 146,500  | \$ 0.50 \$ 73,250. <sup>00</sup>                |

ATT B-5

| PHASE II CONSTRUCTION<br>LANDFILL CELLS 10, 12 AND 14 |                                                                                                                                          |      |          |                         |                           |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------|----------|-------------------------|---------------------------|
| Item                                                  | Description                                                                                                                              | Unit | Quantity | Unit Price              | Lump Sum Total            |
| LEACHATE COLLECTION SYSTEM                            |                                                                                                                                          |      |          |                         |                           |
| II-17.                                                | Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Lateral Including Fittings, Drainage Aggregate, and Geotextile Filter Fabric. | LF   | 1,710    | \$ 20. <sup>00</sup>    | \$ 34,200. <sup>00</sup>  |
| II-18.                                                | Non Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Cleanouts including fittings                                              | LF   | 680      | \$ 15. <sup>50</sup>    | \$ 10,540. <sup>00</sup>  |
| II-19.                                                | Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Main including Fittings, Drainage Aggregate, and Geotextile Filter Fabric.    | LF   | 240      | \$ 117. <sup>50</sup>   | \$ 28,200. <sup>00</sup>  |
| II-20.                                                | Temporary Access Manholes and related Appurtenances                                                                                      | EA   | 3        | \$ 4,900. <sup>00</sup> | \$ 14,900. <sup>00</sup>  |
| TOTAL PHASE II LUMP SUM PRICE                         |                                                                                                                                          |      |          | \$ N/A                  | \$ 811,666. <sup>00</sup> |

Note: Bid quantities and measurements are in place quantities and measurements, and are provided for information purposes only. The CONTRACTOR shall be responsible for the verification of all quantities and measurements used in preparation of the BID.

| LANDFILL CELL CONSTRUCTION<br>WEST NASSAU LANDFILL<br>CALLAHAN, FLORIDA     |                                                |      |          |                                                     |
|-----------------------------------------------------------------------------|------------------------------------------------|------|----------|-----------------------------------------------------|
| PHASE III CONSTRUCTION<br>EXCAVATION OF LANDFILL CELLS<br>7, 9, 11, AND 13. |                                                |      |          |                                                     |
| Item                                                                        | Description                                    | Unit | Quantity | Unit Price<br>Lump Sum<br>Total                     |
| <b>GENERAL</b>                                                              |                                                |      |          |                                                     |
| III-1.                                                                      | Contract Administration and General Conditions | LS   | 1        | \$ 5,000. <sup>00</sup> \$ 5,000. <sup>00</sup>     |
| III-2.                                                                      | Mobilization                                   | LS   | 1        | \$ 160,000. <sup>00</sup> \$ 160,000. <sup>00</sup> |
| III-3.                                                                      | Surveying                                      | LS   | 1        | \$ 11,000. <sup>00</sup> \$ 11,000. <sup>00</sup>   |
| III-4.                                                                      | Performance and Payment Bonds                  | LS   | 1        | \$ 10,000. <sup>00</sup> \$ 10,000. <sup>00</sup>   |
| <b>EARTHWORK CONSTRUCTION</b>                                               |                                                |      |          |                                                     |
| III-5.                                                                      | Waste and Stratum I - Excavation               | CY   | 129,200  | \$ 1.35 \$ 174,420. <sup>00</sup>                   |
| III-6.                                                                      | Stratum II- Excavation                         | CY   | 114,000  | \$ 1.30 \$ 148,200. <sup>00</sup>                   |
| III-7.                                                                      | Stratum III - Excavation                       | CY   | 109,600  | \$ 2.50 \$ 274,000. <sup>00</sup>                   |
| III-8.                                                                      | Stratum IV - Excavation                        | CY   | 60,200   | \$ 1.80 \$ 108,360. <sup>00</sup>                   |
| III-9.                                                                      | Stratum V - Excavation                         | CY   | 28,700   | \$ 1.75 \$ 50,225. <sup>00</sup>                    |
| <b>TOTAL PHASE III LUMP SUM PRICE</b>                                       |                                                |      |          | \$ N/A \$ 941,205. <sup>00</sup>                    |

Note: Bid quantities and measurements are in place quantities and measurements, and are provided for information purposes only. The CONTRACTOR shall be responsible for the verification of all quantities and measurements used in preparation of the BID.

Bid Form  
West Nassau Landfill-Phases I-IV-Revision 1  
022519/1573/SPECS/ATTBRI/March 17, 1997

| LANDFILL CELL CONSTRUCTION<br>WEST NASSAU LANDFILL<br>CALLAHAN, FLORIDA |      |          |                           |                           |
|-------------------------------------------------------------------------|------|----------|---------------------------|---------------------------|
| PHASE IV CONSTRUCTION<br>LANDFILL CELLS 7, 9, 11, AND 13                |      |          |                           |                           |
| Item Description                                                        | Unit | Quantity | Unit Price                | Lump Sum Total            |
| <b>GENERAL</b>                                                          |      |          |                           |                           |
| IV-1. Contract Administration and General Conditions                    | LS   | 1        | \$ 5,000. <sup>00</sup>   | \$ 5,000. <sup>00</sup>   |
| IV-2. Mobilization                                                      | LS   | 1        | \$ 118,500. <sup>00</sup> | \$ 118,500. <sup>00</sup> |
| IV-3. Surveying                                                         | LS   | 1        | \$ 12,500. <sup>00</sup>  | \$ 12,500. <sup>00</sup>  |
| IV-4. Performance and Payment Bonds                                     | LS   | 1        | \$ 10,000. <sup>00</sup>  | \$ 10,000. <sup>00</sup>  |
| <b>EARTHWORK CONSTRUCTION</b>                                           |      |          |                           |                           |
| IV-5. Subgrade Preparation                                              | SF   | 384,000  | \$ 0.25                   | \$ 96,000. <sup>00</sup>  |
| IV-6. 24-inch Clay Liner                                                | CY   | 27,000   | \$ 5. <sup>00</sup>       | \$ 135,000. <sup>00</sup> |
| IV-7. Sand Leachate Collection Layer                                    | CY   | 13,000   | \$ 14.25                  | \$ 185,250. <sup>00</sup> |
| IV-8. 12-inch Protective Cover Layer                                    | CY   | 8,700    | \$ 3. <sup>00</sup>       | \$ 26,100. <sup>00</sup>  |
| IV-9. 24-inch Protective Cover Layer                                    | CY   | 9,800    | \$ 2.75                   | \$ 26,950. <sup>00</sup>  |
| IV-10. Cell Separation Berms                                            | LF   | 2,200    | \$ 1. <sup>00</sup>       | \$ 2,200. <sup>00</sup>   |
| <b>GEOSYNTHETIC CONSTRUCTION</b>                                        |      |          |                           |                           |
| IV-11. 60-mil Smooth HDPE Geomembrane Installation                      | SF   | 213,100  | \$ 0.45                   | \$ 95,895. <sup>00</sup>  |
| IV-12. 60-mil Textured HDPE Geomembrane Installation                    | SF   | 163,200  | \$ 0.45                   | \$ 73,350. <sup>00</sup>  |
| IV-13. 60-mil HDPE Rainflap Installation                                | LF   | 2,200    | \$ 3. <sup>00</sup>       | \$ 6,600. <sup>00</sup>   |
| IV-14. HDPE Drainage Netting                                            | SF   | 221,400  | \$ 0.25                   | \$ 55,350. <sup>00</sup>  |
| IV-15. Geotextile Filter Fabric                                         | SF   | 221,400  | \$ 0.21                   | \$ 46,494. <sup>00</sup>  |

| PHASE IV CONSTRUCTION<br>LANDFILL CELLS 7, 9, 11, AND 13 |                                                                                                                                          |      |          |                                       |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------|----------|---------------------------------------|
| Item                                                     | Description                                                                                                                              | Unit | Quantity | Lump Sum Total                        |
| IV-16.                                                   | Geocomposite Drainage Netting Installation                                                                                               | SF   | 154,900  | \$ 0.50<br>\$ 77,450. <sup>00</sup>   |
| LEACHATE COLLECTION SYSTEM                               |                                                                                                                                          |      |          |                                       |
| IV-17.                                                   | Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Lateral Including Fittings, Drainage Aggregate, and Geotextile Filter Fabric. | LF   | 2,420    | \$ 20.25<br>\$ 49,005. <sup>00</sup>  |
| IV-18.                                                   | Non Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Cleanouts including fittings                                              | LF   | 890      | \$ 15.50<br>\$ 13,795. <sup>00</sup>  |
| IV-19.                                                   | Perforated 8-inch diameter SDR 17 HDPE Leachate Collection Main including Fittings, Drainage Aggregate, and Geotextile Filter Fabric.    | LF   | 315      | \$ 117.50<br>\$ 37,012. <sup>50</sup> |
| IV-20.                                                   | Temporary Access Manholes and related Appurtenances                                                                                      | EA   | 4        | \$ 4,900<br>\$ 19,600. <sup>00</sup>  |
| TOTAL PHASE IV LUMP SUM PRICE                            |                                                                                                                                          |      |          | \$ N/A<br>\$ 1,072,057. <sup>50</sup> |

Note: Bid quantities and measurements are in place quantities and measurements, and are provided for information purposes only. The CONTRACTOR shall be responsible for the verification of all quantities and measurements used in preparation of the BID.

| LANDFILL CELL CONSTRUCTION<br>PHASES I - IV<br>WEST NASSAU LANDFILL<br>BID SUMMARY |                                |                 |
|------------------------------------------------------------------------------------|--------------------------------|-----------------|
| Item                                                                               | Description                    | Lump Sum Total  |
| S-1                                                                                | Total Phase I Lump Sum Price   | \$ 481,564.50   |
| S-2                                                                                | Total Phase II Lump Sum Price  | \$ 811,666.00   |
| S-3                                                                                | Total Phase III Lump Sum Price | \$ 941,205.00   |
| S-4                                                                                | Total Phase IV Lump Sum Price  | \$ 1,092,051.50 |

### DEDUCTIVE ALTERNATE BID ITEMS

The following are included as itemized options which may be selected by the NCBCC as deductive alternates to the LUMP SUM BASE BID. The BIDDER shall complete the deductive alternate bid item by filling in the spaces provided, providing the total cost for the deductive alternate to the LUMP SUM BASE BID for the amount which would effectively be deducted from the LUMP SUM BASE BID in the event that said alternate is selected.

| Item | Description                                                                         | Unit | Quantity | Lump Sum Price           | Total                    |
|------|-------------------------------------------------------------------------------------|------|----------|--------------------------|--------------------------|
| A-1. | Award of Phase I and Phase II Construction to the Contractor                        | LS   | 1        | \$10,000. <sup>00</sup>  | \$10,000. <sup>00</sup>  |
| A-2. | Award of Phase I, Phase II, and Phase III Construction to the Contractor.           | LS   | 1        | \$50,000. <sup>00</sup>  | \$50,000. <sup>00</sup>  |
| A-3. | Award of Phase I, Phase II, and Phase IV Construction to the Contractor.            | LS   | 1        | \$20,000. <sup>00</sup>  | \$20,000. <sup>00</sup>  |
| A-4. | Award of Phase I, Phase II, Phase III, and Phase IV Construction to the Contractor. | LS   | 1        | \$100,000. <sup>00</sup> | \$100,000. <sup>00</sup> |


### SUBCONTRACTOR COST BREAKDOWN

The BIDDER hereby certifies that the following subcontractors and subcontract amounts were utilized for bidding the various components of the proposal and shall be utilized for accomplishing the Project unless permitted by the Owner to do otherwise:

| <u>Item Numbers</u> | <u>Name and Address of Subcontractor</u>                                 | <u>Price Extension</u>                         |
|---------------------|--------------------------------------------------------------------------|------------------------------------------------|
| I: 11-16            | ATTALA LINING SYSTEMS, INC.<br>P.O. Box 1138<br>KOSCIUSKO, MS 39090      | \$126,877.20                                   |
| II: 11-16           | ATTALA LINING SYSTEMS, INC.                                              | \$260,032.40                                   |
| IV: 11-16           | ATTALA LINING SYSTEMS, INC.                                              | \$340,037.40                                   |
| I: 17-21            | PLASTIC FUSION FABRICATORS, INC.<br>3455 STANWOOD BLVD<br>HUNTSVILLE, AL | <del>\$17,000.00</del> <sup>RBB</sup> \$17,000 |
| II: 17-20           | PLASTIC FUSION FABRICATORS, INC.                                         | <del>\$26,880.00</del> <sup>RBB</sup> \$26,880 |
| IV: 17-20           | PLASTIC FUSION FABRICATORS, INC.                                         | <del>\$31,700.00</del> <sup>RBB</sup> \$31,700 |
| _____               | _____                                                                    | _____                                          |
| _____               | _____                                                                    | _____                                          |
| _____               | _____                                                                    | _____                                          |
| _____               | _____                                                                    | _____                                          |



The undersigned further declares that he or she will comply with the Contract Documents in all respects, for the prices set forth above.

|                            |                                                                                           |
|----------------------------|-------------------------------------------------------------------------------------------|
| Contractor/<br>Corporation | <u>R.B. Baker Construction, Inc.</u>                                                      |
| Name/Title                 | <u>Robert B. Baker - President</u>                                                        |
| Signature                  | <u></u> |
| Address                    | <u>9348 Blount Island Blvd</u>                                                            |
|                            | <u>Jacksonville, Florida 32226</u>                                                        |
| Phone                      | <u>(904) 696-0998</u>                                                                     |
| Date                       | <u>March 26, 1997</u>                                                                     |

CORPORATE  
SEAL  
(If Applicable)



## ATTACHMENT C

### PAST PERFORMANCE EVALUATION

Firm Name: Waste Management of Georgia, Inc.

Client's Name: Superior Landfill and Recycling Center  
3001 Littleneck Road  
Savannah, GA 31419

Contact Person: David Remick, General Manager

Phone Number: (912) 927-6113

Date: \_\_\_\_\_

The following questions will be asked of the references selected by the Nassau County Board of Commissioners as part of the past performance evaluation.

1. Briefly describe the work provided by the firm.
2. Did the firm perform the work in a timely manner with an adequate number of trained, experienced personnel?
3. Did the firm use suitable equipment in the performance of the work?
4. Was the equipment operated in manner which reflected awareness of safe operating practices?
5. Were the firm's personnel knowledgeable, coordinated and efficient?
6. Has there been any criticism of the firm's work by local, state, or federal regulatory agencies?



7. Did the firm interact and/or communicate with the client, subcontractors, residents and regulators in a knowledgeable, effective manner?
8. Was the work performed and/or completed within the agreed schedule?
9. Were the objectives of the assigned work achieved within the agreed schedule?
10. Were work delays or modifications brought to the attention of the client in a timely manner?
11. How would you rate the quality of the firm's work?  
  
\_\_\_\_\_ Excellent  
\_\_\_\_\_ Above Satisfactory  
\_\_\_\_\_ Satisfactory  
\_\_\_\_\_ Below Satisfactory
12. Would you contract with this firm again?



## ATTACHMENT C

### PAST PERFORMANCE EVALUATION

Firm Name: Union Camp Corporation - Mill Engineering

Client's Name: Union Camp Corporation  
P.O. Box 570  
Savannah, GA 31402

Contact Person: David Charbonneau, Senoir Engineer

Phone Number: (912) 238-6152

Date: \_\_\_\_\_

The following questions will be asked of the references selected by the Nassau County Board of Commissioners as part of the past performance evaluation.

1. Briefly describe the work provided by the firm.
  
  
  
  
  
  
  
  
  
  
2. Did the firm perform the work in a timely manner with an adequate number of trained, experienced personnel?
3. Did the firm use suitable equipment in the performance of the work?
4. Was the equipment operated in manner which reflected awareness of safe operating practices?
5. Were the firm's personnel knowledgeable, coordinated and efficient?
6. Has there been any criticism of the firm's work by local, state, or federal regulatory agencies?



7. Did the firm interact and/or communicate with the client, subcontractors, residents and regulators in a knowledgeable, effective manner?
8. Was the work performed and/or completed within the agreed schedule?
9. Were the objectives of the assigned work achieved within the agreed schedule?
10. Were work delays or modifications brought to the attention of the client in a timely manner?
11. How would you rate the quality of the firm's work?  
  
\_\_\_\_\_ Excellent  
\_\_\_\_\_ Above Satisfactory  
\_\_\_\_\_ Satisfactory  
\_\_\_\_\_ Below Satisfactory
12. Would you contract with this firm again?



## ATTACHMENT C

### PAST PERFORMANCE EVALUATION

Firm Name: Waste Management of South Carolina, Inc.

Client's Name: Hickory Hill Landfill and Recycling Center  
Route 1, Box 121  
Ridgeland, SC 29936

Contact Person: George Gibbons, General Manager

Phone Number: (803) 726-4643

Date: \_\_\_\_\_

The following questions will be asked of the references selected by the Nassau County Board of Commissioners as part of the past performance evaluation.

1. Briefly describe the work provided by the firm.
  
  
  
  
  
  
  
  
  
  
2. Did the firm perform the work in a timely manner with an adequate number of trained, experienced personnel?
3. Did the firm use suitable equipment in the performance of the work?
4. Was the equipment operated in manner which reflected awareness of safe operating practices?
5. Were the firm's personnel knowledgeable, coordinated and efficient?
6. Has there been any criticism of the firm's work by local, state, or federal regulatory agencies?



7. Did the firm interact and/or communicate with the client, subcontractors, residents and regulators in a knowledgeable, effective manner?
8. Was the work performed and/or completed within the agreed schedule?
9. Were the objectives of the assigned work achieved within the agreed schedule?
10. Were work delays or modifications brought to the attention of the client in a timely manner?
11. How would you rate the quality of the firm's work?  
☐ Excellent  
☐ Above Satisfactory  
☐ Satisfactory  
☐ Below Satisfactory
12. Would you contract with this firm again?

**WEST NASSAU LANDFILL  
TIME & MATERIAL  
LABOR AND EQUIPMENT RATES**

**LABOR**

|                            |              |
|----------------------------|--------------|
| Superintendent             | \$32.06 / hr |
| Pipe Foreman               | \$28.98 / hr |
| Excavator/Backhoe Operator | \$15.96 / hr |
| Loader Operator            | \$15.53 / hr |
| Grade Checker              | \$10.80 / hr |
| Pipe Layer                 | \$16.59 / hr |
| Pipe Laborer               | \$12.21 / hr |
| Mechanic                   | \$20.25 / hr |
| Lowboy Driver              | \$20.25 / hr |

All rates are inclusive of all payroll taxes, insurances, fringes, and overhead. All hours over 40 will be adjusted at 1 1/2 times the rate and double time will be paid for worked holidays.

The billable labor amount will be the total labor charges, plus an additional 35%.

**SURVEYING**

|                      |              |
|----------------------|--------------|
| 3 Person Survey Crew | \$85.00 / hr |
| 2 Person Survey Crew | \$75.00 / hr |
| Computer Time        | \$45.00 / hr |

**EQUIPMENT**

|                  |                |
|------------------|----------------|
| <b>Excavator</b> |                |
| JD 992E          | \$ 125.00 / hr |
| JD 892E          | \$110.20 / hr  |
| Hitachi 550      | \$143.50 / hr  |
| Hitachi 400      | \$125.00 / hr  |
| Hitachi 300      | \$110.20 / hr  |
| JD 790E          | \$82.85 / hr   |
| JD 690E          | \$63.95 / hr   |
| <b>Loader</b>    |                |
| Cat 970E Loader  | \$84.25 / hr   |
| Cat 950E Loader  | \$48.50 / hr   |
| Cat 936E Loader  | \$43.20 / hr   |
| <b>Bulldozer</b> |                |
| D8N              | \$ 132.70 / hr |



West Nassau Landfill

3/25/97

Page 2

|                     |                             |
|---------------------|-----------------------------|
| D6H LGP             | \$ 74.00 / hr               |
| D6H XL              | \$ 71.90 / hr               |
| D5H LGP             | \$ 66.20 / hr               |
| D5H XL              | \$ 62.50 / hr               |
| D4H LGP             | \$ 56.85 / hr               |
| D4H XL              | \$ 51.60 / hr               |
| <b>Motor Grader</b> |                             |
| Cat 14 G            | \$ 78.70 / hr               |
| Cat 12 G            | \$ 70.30 / hr               |
| <b>Scraper</b>      |                             |
| Cat 815 C           | \$ 73.50 / hr               |
| <b>Truck</b>        |                             |
| Rear Dump A35 C     | \$ 95.90 / hr               |
| Rear Dump A30 C     | \$ 88.75 / hr               |
| Rear Dump A25 C     | \$ 79.50 / hr               |
| Water Wagon         | \$ 53.25 / hr               |
| Pick Up             | \$10.25 / hr                |
| Flat Bed            | \$37.30 / hr                |
| Service Truck       | \$43.75 / hr                |
| Mechanic Truck      | \$38.40 / hr                |
| Lowboy              | \$60.50 / hr                |
| Tandem Dump Truck   | \$45.00 / hr                |
| <b>Misc</b>         |                             |
| JD 410D Backhoe     | \$31.50 / hr                |
| Pipe Laser          | \$3.25 / hr                 |
| Hand Tamp           | \$6.00 / hr                 |
| Vibratory Roller    | \$ 56.75 / hr               |
| Soil Stabilizer     | \$ 125.15 / hr (plus teeth) |

All equipment rates are inclusive of all insurances, fuel, and maintenance costs.

The billable equipment amount will be the total equipment charges plus 10%.

# WEST NASSAU LANDFILL - PHASE I CONSTRUCTION PRELIMINARY CONSTRUCTION SCHEDULE

| ID | Task Name                 | Duration | Start   | Finish  | June                                                                                 | July | August | September |
|----|---------------------------|----------|---------|---------|--------------------------------------------------------------------------------------|------|--------|-----------|
| 1  | PHASE I CONSTRUCTION      | 85d      | 5/20/97 | 9/15/97 | 5/18 5/25 6/1 6/8 6/15 6/22 6/29 7/6 7/13 7/20 7/27 8/3 8/10 8/17 8/24 8/31 9/7 9/14 |      |        |           |
| 2  | MOBILIZATION              | 1d       | 5/20/97 | 5/20/97 |                                                                                      |      |        |           |
| 3  | SUBGRADE PREP             | 3d       | 5/21/97 | 5/23/97 |                                                                                      |      |        |           |
| 4  | 24" CLAY LAYER            | 37d      | 5/28/97 | 7/17/97 |                                                                                      |      |        |           |
| 5  | SAND COLL LAYER           | 10d      | 7/30/97 | 8/12/97 |                                                                                      |      |        |           |
| 6  | 12" PROT COVER            | 7d       | 9/1/97  | 9/9/97  |                                                                                      |      |        |           |
| 7  | 24" PROT LAYER            | 8d       | 9/1/97  | 9/10/97 |                                                                                      |      |        |           |
| 8  | CELL SEPERATION BERMS     | 3d       | 9/11/97 | 9/15/97 |                                                                                      |      |        |           |
| 9  | 60 MIL HDPE GEOMEM SMOOTI | 4d       | 7/18/97 | 7/23/97 |                                                                                      |      |        |           |
| 10 | 60 MIL HDPE GEOMEM TEXT   | 2d       | 7/18/97 | 7/21/97 |                                                                                      |      |        |           |
| 11 | 60 MIL HDPE RAINFLAP      | 1d       | 9/15/97 | 9/15/97 |                                                                                      |      |        |           |
| 12 | HDPE DRAINAGE NETTING     | 2d       | 7/24/97 | 7/25/97 |                                                                                      |      |        |           |
| 13 | GEOTEXTILE FILT FABRIC    | 2d       | 7/28/97 | 7/29/97 |                                                                                      |      |        |           |
| 14 | GEOCOMP DRAIN NETTING     | 2d       | 7/22/97 | 7/23/97 |                                                                                      |      |        |           |
| 15 | 8" HDPE LATERAL PERF      | 4d       | 8/13/97 | 8/18/97 |                                                                                      |      |        |           |
| 16 | 8" HDPE CLEANOUT SOLID    | 3d       | 8/13/97 | 8/15/97 |                                                                                      |      |        |           |
| 17 | 8" HDPE MAIN PERF         | 5d       | 8/19/97 | 8/25/97 |                                                                                      |      |        |           |
| 18 | TEMP ACCESS MANHOLES      | 2d       | 8/26/97 | 8/27/97 |                                                                                      |      |        |           |
| 19 | TEMP LEACH TERMINATION    | 2d       | 8/28/97 | 8/29/97 |                                                                                      |      |        |           |

# WEST NASSAU LANDFILL - PHASE II CONSTRUCTION PRELIMINARY CONSTRUCTION SCHEDULE

| ID | Task Name              | Duration | Start    | Finish   | <div><div>August</div><div>September</div><div>October</div><div>November</div><div>December</div><div>January</div></div> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----|------------------------|----------|----------|----------|----------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1  | PHASE II CONSTRUCTION  | 134d     | 7/21/97  | 1/22/98  |                                                                                                                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2  | MOBILIZATION           | 5d       | 7/21/97  | 7/25/97  | <div><div>MOBILIZATION</div></div>                                                                                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3  | SUBGRADE PREP          | 15d      | 7/28/97  | 8/15/97  | <div><div>SUBGRADE PREP</div></div>                                                                                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4  | 24" CLAY LAYER         | 65d      | 8/4/97   | 10/31/97 | <div><div>24" CLAY LAYER</div></div>                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5  | SAND COLL LAYER        | 12d      | 11/20/97 | 12/5/97  | <div><div>SAND COLL LAYER</div></div>                                                                                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6  | 12" PROT COVER         | 14d      | 12/26/97 | 1/14/98  | <div><div>12" PROT COVER</div></div>                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7  | 24" PROT LAYER         | 17d      | 12/26/97 | 1/19/98  | <div><div>24" PROT LAYER</div></div>                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8  | CELL SEPERATION BERMS  | 3d       | 1/20/98  | 1/22/98  | <div><div>CELL SEPERATION BERMS</div></div>                                                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9  | 60 MIL HDPE GEOMEM SMC | 6d       | 11/3/97  | 11/10/97 | <div><div>60 MIL HDPE GEOMEM SMOOTH</div></div>                                                                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10 | 60 MIL HDPE GEOMEM TEX | 7d       | 11/3/97  | 11/11/97 | <div><div>60 MIL HDPE GEOMEM TEXT</div></div>                                                                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11 | 60 MIL HDPE RAINFLAP   | 2d       | 1/21/98  | 1/22/98  | <div><div>60 MIL HDPE RAINFLAP</div></div>                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12 | HDPE DRAINAGE NETTING  | 3d       | 11/11/97 | 11/13/97 | <div><div>HDPE DRAINAGE NETTING</div></div>                                                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13 | GEOTEXTILE FILT FABRIC | 3d       | 11/17/97 | 11/19/97 | <div><div>GEOTEXTILE FILT FABRIC</div></div>                                                                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14 | GEOCOMP DRAIN NETTING  | 3d       | 11/12/97 | 11/14/97 | <div><div>GEOCOMP DRAIN NETTING</div></div>                                                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 15 | 8" HDPE LATERAL PERF   | 4d       | 12/8/97  | 12/11/97 | <div><div>8" HDPE LATERAL PERF</div></div>                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 16 | 8" HDPE CLEANOUT SOLID | 4d       | 12/8/97  | 12/11/97 | <div><div>8" HDPE CLEANOUT SOLID</div></div>                                                                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 17 | 8" HDPE MAIN PERF      | 7d       | 12/12/97 | 12/22/97 | <div><div>8" HDPE MAIN PERF</div></div>                                                                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 18 | TEMP ACCESS MANHOLES   | 3d       | 12/23/97 | 12/25/97 | <div><div>TEMP ACCESS MANHOLES</div></div>                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

# WEST NASSAU LANDFILL - PHASE III CONSTRUCTION PRELIMINARY CONSTRUCTION SCHEDULE

| ID | Task Name                | Duration | Start    | Finish   | March | April | May | June | July | August | September | October | November | December | January |
|----|--------------------------|----------|----------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|---------|
| 1  | PHASE III CONSTRUCTION   | 232d     | 3/3/97   | 1/20/98  |       |       |     |      |      |        |           |         |          |          |         |
| 2  | MOBILIZATION             | 5d       | 3/3/97   | 3/7/97   |       |       |     |      |      |        |           |         |          |          |         |
| 3  | STRATUM I - EXCAVATION   | 35d      | 3/10/97  | 4/25/97  |       |       |     |      |      |        |           |         |          |          |         |
| 4  | STRATUM II - EXCAVATION  | 30d      | 4/28/97  | 6/6/97   |       |       |     |      |      |        |           |         |          |          |         |
| 5  | STRATUM III - EXCAVATION | 120d     | 6/9/97   | 11/21/97 |       |       |     |      |      |        |           |         |          |          |         |
| 6  | STRATUM IV - EXCAVATION  | 30d      | 11/24/97 | 1/2/98   |       |       |     |      |      |        |           |         |          |          |         |
| 7  | STRATUM V - EXCAVATION   | 12d      | 1/5/98   | 1/20/98  |       |       |     |      |      |        |           |         |          |          |         |

# WEST NASSAU LANDFILL - PHASE IV CONSTRUCTION PRELIMINARY CONSTRUCTION SCHEDULE

| ID | Task Name              | Days | Start    | Finish   | June          | July | August | September | October | November | December | January |
|----|------------------------|------|----------|----------|---------------|------|--------|-----------|---------|----------|----------|---------|
| 1  | PHASE IV CONSTRUCTION  | 152d | 6/10/98  | 1/7/99   |               |      |        |           |         |          |          |         |
| 2  | MOBILIZATION           | 4d   | 6/10/98  | 6/15/98  | MOBILIZATION  |      |        |           |         |          |          |         |
| 3  | SUBGRADE PREP          | 12d  | 6/16/98  | 7/1/98   | SUBGRADE PREP |      |        |           |         |          |          |         |
| 4  | 24" CLAY LAYER         | 65d  | 6/23/98  | 9/21/98  |               |      |        |           |         |          |          |         |
| 5  | SAND COLL LAYER        | 20d  | 10/14/98 | 11/10/98 |               |      |        |           |         |          |          |         |
| 6  | 12" PROT COVER         | 23d  | 11/30/98 | 12/30/98 |               |      |        |           |         |          |          |         |
| 7  | 24" PROT LAYER         | 25d  | 11/30/98 | 1/1/99   |               |      |        |           |         |          |          |         |
| 8  | CELL SEPERATION BERMS  | 4d   | 1/4/99   | 1/7/99   |               |      |        |           |         |          |          |         |
| 9  | 60 MIL HDPE GEOMEM SMC | 8d   | 9/22/98  | 10/1/98  |               |      |        |           |         |          |          |         |
| 10 | 60 MIL HDPE GEOMEM TEX | 8d   | 9/22/98  | 10/1/98  |               |      |        |           |         |          |          |         |
| 11 | 60 MIL HDPE RAINFLAP   | 3d   | 1/5/99   | 1/7/99   |               |      |        |           |         |          |          |         |
| 12 | HDPE DRAINAGE NETTING  | 4d   | 10/2/98  | 10/7/98  |               |      |        |           |         |          |          |         |
| 13 | GEOTEXTILE FILT FABRIC | 4d   | 10/8/98  | 10/13/98 |               |      |        |           |         |          |          |         |
| 14 | GEOCOMP DRAIN NETTING  | 4d   | 10/2/98  | 10/7/98  |               |      |        |           |         |          |          |         |
| 15 | 8" HDPE LATERAL PERF   | 4d   | 11/11/98 | 11/16/98 |               |      |        |           |         |          |          |         |
| 16 | 8" HDPE CLEANOUT SOLID | 4d   | 11/11/98 | 11/16/98 |               |      |        |           |         |          |          |         |
| 17 | 8" HDPE MAIN PERF      | 6d   | 11/17/98 | 11/24/98 |               |      |        |           |         |          |          |         |
| 18 | TEMP ACCESS MANHOLES   | 3d   | 11/25/98 | 11/27/98 |               |      |        |           |         |          |          |         |

**BID PROPOSAL FOR:**  
**West Nassau County Landfill**  
**Bid Date: 3/26/97**  
**Bid Time: 2:00 PM**

**1.5.4 Qualifications**

**1.5.4.1 General Information**

Name of Company: R. B. Baker Construction, Inc.  
Permanent Address: 515 Bourne Avenue, Suite 1A  
Garden City, GA 31418  
Contact Person and Jay McMahan  
Telephone Number: 912-964-6513

R. B. Baker Construction, Inc. is a Corporation. Date of incorporation is August 1990.

List of Officers: Robert B. Baker, President  
Richard D. Griner, Vice President  
Dann Bunn, Vice President

Robert B. Baker holds 100% of stock in R. B. Baker Construction, Inc.

Secretary of State  
Business Services and Regulation

Suite 315, West Tower

2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

CHARTER NUMBER : 9015004 DP  
DATE INCORPORATED: AUGUST 09, 1990  
COUNTY : CHATHAM  
EXAMINER : SANDRA JEAN SNOW  
TELEPHONE : 404-656-2811

MAILED TO:

CHARLES L. SPARKMAN  
P.O. BOX 10186  
SAVANNAH GA 31412

CERTIFICATE OF INCORPORATION

I, MAX CLELAND, SECRETARY OF STATE AND THE CORPORATIONS  
COMMISSIONER OF THE STATE OF GEORGIA DO HEREBY CERTIFY, UNDER THE  
SEAL OF MY OFFICE, THAT

-----  
"R. B. BAKER CONSTRUCTION, INC."  
-----

HAS BEEN DULY INCORPORATED UNDER THE LAWS OF THE STATE OF GEORGIA  
ON THE DATE SET FORTH ABOVE, BY THE FILING OF ARTICLES OF INCOR-  
PORATION IN THE OFFICE OF THE SECRETARY OF STATE AND THE FEES  
THEREFOR PAID, AS PROVIDED BY LAW, AND THAT ATTACHED HERETO IS A  
TRUE COPY OF SAID ARTICLES OF INCORPORATION.

WITNESS, MY HAND AND OFFICIAL SEAL, IN THE CITY OF ATLANTA  
AND THE STATE OF GEORGIA ON THE DATE SET FORTH BELOW.

DATE: AUGUST 13, 1990



*Max Cleland*

MAX CLELAND  
SECRETARY OF STATE

AC# 4117183

STATE OF FLORIDA  
Department of Business and Professional Regulation  
CONST INDUSTRY LICENSING BOARD

| DATE       | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 06/27/1996 | 95903133     | CU -C049477 |

The UNDERGROUND UTILITY & EXCAVATION CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489, FS.  
Expiration date: AUG 31, 1998

BAKER, ROBERT BRUCE  
R B BAKER CONSTRUCTION INC  
POST OFFICE BOX 7192  
GARDEN CITY GA 31408

LAUTON CHILES  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

RICHARD T. FARRELL  
SECRETARY

DR-11  
R 1/80  
6.5%



12/08/93

State of Florida  
DEPARTMENT OF REVENUE  
CERTIFICATE OF REGISTRATION

Issued Pursuant to Chapter 212, Florida Statutes

REGISTRATION DATE

11/18/93

OPENING DATE

09/13/93

CERTIFICATE NUMBER

26-08-133844-33

REFER TO THIS NUMBER  
WHEN REPORTING TAX

1053811  
THIS CERTIFICATE IS  
NONTRANSFERABLE

MAILING ADDRESS



R B BAKER CONSTRUCTION OF FLA INC  
P O BOX 7192  
GARDEN CITY

GA 31410-7192

R B BAKER CONSTRUCTION OF FLA INC  
4221 BAYMEADOWS RD #11  
JACKSONVILLE

FL 32217-4671

IS HEREBY AUTHORIZED AND EMPOWERED TO COLLECT  
SALES AND USE TAXES FOR THE STATE OF FLORIDA

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE



**WEST NASSAU LANDFILL  
KEY PERSONNEL**

The attached resumes indicate key personnel to be assigned for the construction of the referenced project.

The staff needs for the successful completion of the project shall consist of the following:

Project Manager  
Project Engineer  
Project Superintendent  
Grade Foremen  
Safety Director

The primary office for carrying out the project will be as follows:

9348 Blount Island Blvd.  
Jacksonville, 32226

Phone: (904) 696-0998  
Fax: (904) 696-6802

Contact Person: Jay McMahan, P.E.

R.B. Baker Construction, Inc. proposes to use the following subcontractors for the project:

Liner Subcontractor: Attala Lining Systems, Inc  
P.O. Box 1138  
Kosciusko, MS 39090

Leachate Collection Sub:  
Plastic Fusion Fabricators, Inc.  
3455 Stanwood Blvd  
Huntsville, Al 35811

**JAY PATRICK MCMAHAN, P.E.**

**EDUCATION:**

**Michigan State University**  
Bachelor of Science, Civil Engineering, June 1987

**REGISTRATION:**

Professional Engineer, June 1995  
Certified Landfill Owner/Operator, South Carolina  
Certified Landfill Owner/Operator, Florida

**WORK**

**EXPERIENCE: Employment:**

**R. B. Baker Construction, Inc., Garden City, GA**  
June 1996 to Present  
Project Manager, Landfill Operations

**Waste Management, Inc. of Florida, Medley, Florida**  
May 1994 - May 1996  
Division President, Medley Landfill and Recycling Center

General Manager fully responsible for the management and financial performance of this operating division. The division consists of a class I landfill, a construction and demolition (C&D) landfill, a leachate pre-treatment plant and an active gas management system. The division receives approximately 450,000 tons per year of class I waste and 500,000 cubic yards per year of C&D waste. Staffing consists of 18 employees including the landfill operators and laborers, the clerical and scale personnel, the operations manager and supervisor, the pre-treatment plant operator and the gas system technician.

**Waste Management, Inc. of South Carolina, Hilton Head, South Carolina**  
January 1991 - May 1994  
Environmental Engineer, Environmental Management Department

Environmental engineer responsible for two (2) landfills and two (2) hauling companies in South Carolina and one (1) landfill and one (1) hauling company in Georgia. Responsible for hiring and managing consultants, permitting new landfill cell developments, interacting with federal, state and local regulators, and monitoring environmental compliance. Primary projects included permitting two (2) landfill developments, permitting two (2) wetland mitigation projects and managing the construction of three (3) landfill cells.

**Waste Management, Inc. of Georgia, Marietta, Georgia**  
June 1990 - January 1991  
Environmental Engineer, Environmental Management Department

Environmental engineer responsible for two (2) landfills in Mississippi. Responsible for hiring and managing consultants, permitting new landfill cell developments, interacting with federal, state and local regulators, and monitoring environmental compliance. Primary projects included managing the closure of one (1) landfill, permitting major design changes for two (2) landfills and managing the construction of one (1) landfill cell.

**Professional Service Industries, Inc., Auburn Hills, Michigan**  
June 1988 - June 1990  
Division Manager, Auburn Hills Division

Division Manager fully responsible for the management and financial performance of this operating division. The division consisted of construction services, environmental services and geotechnical engineering services. Also, fully responsible for the technical quality of all engineering reports. Staffing consisted of approximately nine (9) employees including the quality control technicians, the clerical personnel, the marketing representative and the staff engineer.

**Professional Service Industries, Inc., Detroit, Michigan**  
June 1987 - January 1988  
Staff Engineer, Construction and Geotechnical Services Division

Responsible for bidding, scheduling and managing construction services and geotechnical engineering projects. Assisted in the management of approximately fifteen (15) employees, including quality control technicians, field drilling personnel, lab personnel and clerical personnel. Also, fully responsible for preparing construction services and geotechnical engineering reports.

**CHARLES CLAYTON CARPENTER, JR.**

**SUMMARY OF QUALIFICATIONS:**

Thirty-six years of road building, site preparation, and landfill construction.

**WORK  
EXPERIENCE:**

**Employment:**

**R. B. Baker Construction, Inc., Garden City, GA**  
1990 to Present  
Grade Superintendent

**M. C. Anderson Construction, Garden City, GA**  
1975 to 1990  
Superintendent

**Sheppard Construction Company, Atlanta, GA**  
1968 to 1975  
Grade Foreman

**Projects:**

**Del Webb Communities, Inc., Hilton Head, SC**  
Golf Course Construction

**Hickory Hill Landfill, Ridgeland, SC**  
Landfill Construction

**Palmetto Landfill, Welford, SC**  
Landfill Construction

**Widening Hwy 21 10 Miles, Rincon, GA**  
Clearing, Grading, Storm Drainage, Base and Paving

**Missile Storage Area, Warner Robbins AFB, Warner Robbins, GA**  
Clear and Fill 75 Acres with 800,000/CY of Borrow

**Limited Area Fill, Kings Bay Naval Base, Kingsland, GA**  
Site Preparation and Support Facilities for Nuclear Missile Ig1005  
4 Million Cubic Yards of Borrow

**Multi-Purpose Range, Ft. Bragg, NC**  
Clear, Grade and Construct Targets on 900 Acres

**Polk County Mine Reclamation, Tampa, FL**  
Reclaim 325 Acre Strip Mine

**TOMMY E. CAUBLE**

**SUMMARY OF QUALIFICATIONS:**

Five years construction experience in road building, site preparation and under-ground utilities.

**EDUCATION: Academic:**

Middle Tennessee State University, Murfreesboro, TN  
Bachelor of Science Degree - Industrial Technology  
Business Administration

**Certification:**

Certified Competent Person Federal OSHA Excavation Requirements

**WORK  
EXPERIENCE:**

**Employment:**

R. B. Baker Construction, Inc., Garden City, GA  
September, 1991 to Present  
Superintendent/Project Manager

The Industrial Company, SE, Savannah, GA  
June, 1991 to September, 1991  
Project Manager

Tennessee Department of Transportation  
January, 1991 to June, 1991  
Inspector

Calsonic Corporation, Co-op Student  
Summer, 1990  
Draftsman/Engineer in Training

Eaton Corporation, Co-op Student  
Draftsman/Engineer in Training/Plant Layout

**Projects:**

Newcut Closure  
Army Corps of Engineers  
Dike Work, Clearing and Grading \$133,250

Chemical Handling Facility, Union Camp Corp., Savannah, GA  
Gary W. Colburn, Engineer  
Storm Drainage and Grading \$475,000

Casey Canal North Storm Drainage Improvements, City of Savannah  
City of Savannah- Hussey, Gay, Bell & DeYoung \$3,000,000  
Major Drainage Improvements, Triple 9-6 Box Culverts, Road and Utility Reconstruction

**Projects Con't.**

|                                                                                                                                                                                                                                                                |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>#15 Recovery Boiler, Union Camp Corp., Savannah, GA</b><br>Gary W. Colbum, Engineer<br>Site Preparation                                                                                                                                                     | <b>\$500,000</b>   |
| <b>I-95 Interchange West, Department of Transportation, GA</b><br>Bobby Brown, Engineer<br>Clearing, Earthwork and Storm Drainage                                                                                                                              | <b>\$1,305,987</b> |
| <b>25 Acre Paving Project, Georgia Ports Authority, Garden City, GA</b><br>Nick Johnson - Lockwood Greene Engineers<br>Demolition, Grading, Fire Protection, Base and Paving                                                                                   | <b>\$2,595,000</b> |
| <b>Dike 12A, Barnwell Island, Chatham County, Georgia</b><br>Chatham County Engineering Department<br>Dike Construction, Site Work                                                                                                                             | <b>\$4,624,987</b> |
| <b>23 Acre Paving Project, Georgia Ports Authority, Garden City, GA</b><br>Nick Johnson - Lockwood Greene Engineers<br>Demolition, Grading, Fire Protection, Base and Paving                                                                                   | <b>\$4,704,148</b> |
| <b>Superior Landfill - Wetland Development, Savannah, GA</b><br>Dave Remick, Rust Engineering<br>Wetland Development                                                                                                                                           | <b>\$2,140,117</b> |
| <b>Superior Landfill - Site Closure, Savannah, GA</b><br>Dave Remick, Rust Engineering<br>Closing of existing Landfill, Sitework                                                                                                                               | <b>\$500,000</b>   |
| <b>Superior Landfill, Savannah, GA</b><br>Dave Remick, Rust Engineering<br>Construct Subtitle D Landfill, Sitework, Underground Utilities, Grading                                                                                                             | <b>\$847,284</b>   |
| <b>Union Camp Landfill, Savannah, GA</b><br>Jim Studer, Law Engineering / David Charbonneau, Union Camp Corporation<br>Construct Subtitle D Landfill for Union Camp Corporation, Sitework,<br>Leachate Disposal System, Underground Utilities, Base and Paving | <b>\$5,069,848</b> |

**JAMES D. GAY, SR.**

**SUMMARY OF QUALIFICATIONS:**

Seventeen years of road building, site preparation, and landfill construction.

**WORK  
EXPERIENCE:**

**Employment:**

**R. B. Baker Construction, Inc., Garden City, GA**  
1992 to Present  
Grade Foreman

**M.C. Anderson Construction, Co., Garden City, GA**  
1979 to 1990  
Heavy Equipment Operator

**Projects:**

**Superior Sanitation, Savannah, GA, Site 1**  
Landfill Closure

**Superior Sanitation, Savannah, GA**  
Wetland Creation

**Southwest By Pass, Lynes Parkway**  
Georgia Department of Transportation

**Casey Canal North Storm Drainage Improvements, City of Savannah**  
City of Savannah, Hussey, Gay, Bell & DeYoung  
Major Drainage Improvements, Road Reconstruction

**Palmetto Landfill, Wellford, SC**  
Rust International Corp.  
Landfill Construction

**WILLIAM ELLIS (SONNY) DANIELS**

**SUMMARY OF QUALIFICATIONS:**

Twenty-five years experience in the Construction Industry.

**EDUCATION:**

North Georgia Technical School, Clarkesville, Georgia  
Drafting and Surveying  
Certificate of Completion, September 1971

Brunswick Junior College, Brunswick, Georgia  
Surveying and Material Testing  
Certificate of Completion, June 1973

Brunswick High School, Brunswick, Georgia  
Graduated, June 1970

**WORK**

**EXPERIENCE: Employment:**

R. B. Baker Construction, Inc., Garden City, GA

July 1996 to Present

Florida Operations Manager

Responsible for contact with prospective clients for future work, contacting Subcontractors and Material Suppliers for bidding purposes and coordinate ongoing projects.

1994 to 1996 Project Manager

Responsible for coordination of various work crews, subcontractors and material suppliers, documentation of work performed, monthly quantities for billings and correspondence with owner.

1992 to 1994 Estimator/Project Manager

Responsibilities included quantity take-off, pricing of projects, materials purchasing, billings, coordinating subcontractors and work crews, documentation of work performed, and correspondence with owner.

**Projects:**

Ongoing: I-95 Widening, Camden County, Georgia  
Clearing and Grading  
Subcontractor to APAC of Georgia  
Georgia Department of Transportation - Owner



William Ellis (Sonny) Daniels  
Page 3

**Nassau Utility Construction Company, Kingsland, GA**

February, 1986 to February, 1991

Estimator/Project Manager

Duties included quantity take off, pricing, material purchasing, billings and Project Management.

**D. E. Smith, Inc., Kingsland, GA**

June, 1984 to May, 1986

Estimator/Manage jobs at Kings Bay Naval Submarine Base

Duties included quantity take off, pricing jobs and oversee through completion, quality control, manage jobs at Kings Bay Naval Submarine Base.

**Seaboard Construction Company, Brunswick, GA**

June, 1976 to May, 1984

Estimator

Duties included quantity take off, pricing jobs and Project Management.

**Department of Transportation, Brunswick, GA**

September, 1971 to June, 1976

Engineering Aide, Survey Crew, Engineering Aide I, Instrument Man

**LOUIS LEE PRESCOTT**

**SUMMARY OF QUALIFICATIONS:**

Ten years construction experience including quality control and erosion control.

**EDUCATION**    **Academic:**  
Thomas Heyward Academy

**WORK**

**EXPERIENCE:**    **Employment:**  
R. B. Baker Construction, Inc., Garden City, GA.  
April 1995 to Present  
Superintendent

Prescott Equipment Rental, Savannah, GA  
January 1991 to April 1995  
Owner - Clearing, Parking Lots, Buildings & Landscaping

M.C. Anderson Construction Company, Garden City, GA  
May 1989 to December 1990  
Erosion Control Rep.

Eastern Earthmovers, Inc.  
September 1985 to May 1989  
Project Manager / Quality Control / Erosion Control

**Projects:**  
Harry S. Truman Parkway, Savannah, GA  
Project Superintendent, Erosion Control Rep.

Aerial Gunnery Range, Ft. Bragg, NC  
Project Superintendent, Erosion Control Rep.

Halifax Harbor Marina, City of Daytona Beach, FL  
Project Manager, Quality Control, Erosion Control Rep.

Craney Island Disposal Area, Portsmouth, VA  
Corps of Engineers  
Project Manger, Quality Control, Erosion Control Rep.

Machine Gun Range, Ft. Bragg, NC  
Corps of Engineers  
Project Manager, Erosion Control Rep.

Sniper Range, Ft. Bragg, NC  
Corps of Engineers  
Superintendent

Sniper Range, Ft. Stewart, GA  
Corps of Engineers  
Project Superintendent, Erosion Control Rep.

Dike 2A, Chatham County, GA  
Chatham County  
Project Superintendent, Erosion Control Rep.

**DAVID BRIAN SHEFFIELD**

**SUMMARY OF QUALIFICATIONS:**

Seventeen years construction experience.

**EDUCATION:**

Bryan County High School, Pembroke, GA

**WORK**

**EXPERIENCE: Employment:**

**R. B. Baker Construction, Inc., Garden City, GA**  
1991 to Present  
Grade Superintendent

**M. C. Anderson Construction Company, Garden City, GA**  
1989 to 1990  
Grade Foreman

**Shuman Construction Company, Savannah, GA**  
1977 to 1990  
Superintendent/Grade Foreman

**Projects:**

**Tactical Equipment Shop Expansion, Ft. Stewart, GA**  
United States Army  
Site Preparation and Asphaltting of Parking Lots

**Sams Wholesale Club, Savannah, GA**  
Site Preparation

**Tactical Vehicle Wash Facility, Ft. Stewart, GA**  
United States Army  
Construction of Holding Ponds

**Various Street and Roads, Chatham County, GA**  
Chatham County  
Placement of Soil, Cement and Stone Bases

**DAVID E. WOODINGTON**

**SUMMARY OF QUALIFICATIONS:**

Over twenty five years of supervisor experience. Responsibilities have covered supervision and training in all phases for road way projects. Received recognition for the quality of work from the Department of the Navy.

**WORK**

**EXPERIENCE: Employment:**

**R. B. Baker Construction, Inc., Garden City, GA .**  
March 1995 to Present  
Superintendent

**APAC-Carolina, Inc., Wilmington Branch**  
July 1994 - February 1995  
Project Superintendent

Oversaw the construction of grade work on North Carolina DOT highway projects in Brunswick County; also Supervised the progress on various sites and subdivision projects involving grade work.

**Dickerson Carolina, Inc.**  
August 1991 - July 1994  
Project Superintendent

Supervised the construction of project that included 5 miles of road widening along with addition of a new lane on US Highway 17 between Shallotte and Supply, NC. The project included clearing, grading, drainage, paving and all incidental work in providing a four-lane divided highway. Total Contract \$5,000,000.00.

**Camp Lejeune, North Carolina**  
Contractor Quality Control Manager and Project Superintendent

Coordinated quality control testing, subcontractors, day-to-day liaison work with the Marine Corps Engineers for two projects. Total Contract \$1,700,000.00

**Self Employed**  
July 1982 - August 1991

General merchandising and fuel sales for the trucking, construction and farm industries in Lake Butler, Florida.

**APAC - Florida**  
1978 - 1982  
Project Superintendent

Coordinated field crews in the construction of a 40,000 acre development by ITT at Palm Coast in Bunnell, Florida. This capacity managed the clearing, grading, utilities, drainage, and paving the road network for this project, along with the general development of the subdivision which consisted of commercial, residential and a golf course. Total Contract \$40,000,000.00.

David E. Woodington

Page 2

**Dickerson - Florida, Jacksonville, FL**

1968 - 1978

Grade Foreman and Project Layout

Responsible for projects surveying, layout and grade crews in the construction of State Highway, municipal, Airport, Commercial and Private road construction and civil engineering projects.

**Florida Department of Transportation**

1959 - 1968

Party Chief and Inspector

Worked in project layout for various Department of Transportation Highway construction projects.

1957 - 1959

Served in the US Armed Forces, in Ft. Benning, Georgia and Ft. Jackson, South Carolina.

1953 - 1957

Began work with the Florida Department of Transportation after Community College education in surveying and project layout.

## WEST NASSAU LANDFILL

### PROPOSED EQUIPMENT UTILIZATION LIST

R.B. Baker Construction, Inc. proposes to use the following equipment for the referenced project:

*Vibratory Roller*  
CAT 815 Sheepsfoot Roller  
CAT D8H Dozer  
CAT D4H LGP Dozer  
*CAT D6H LGP Dozer*  
CAT D6H Dozer  
CAT 12 G Motorgrader  
CAT 935E Loader  
CAT 950E Loader  
*Volvo A25 Rear Dump (number as necessary to complete project)*  
*Volvo A30 Rear Dump (number as necessary to complete project)*  
*Water Truck*  
Hydraulic Pumps  
*JD 892E Excavator*  
JD 992E Excavator  
Hitachi 550 Excavator

Italicized equipment to be on site for project duration. Other items to be used as necessary

### PROPOSED METHOD FOR CLAY PLACEMENT

- 1). Excavate/haul clay from on-site source.
- 2). Place clay on cell bottom and/or slopes in 7 to 8 inch loose lifts, then compacted to meet project specifications.
- 3). Spread clay with LGP bulldozer.
- 4). Harrow/disc/mix clay if required.
- 4). Compact clay with sheepsfoot roller.
- 5). Fine grade top of clay liner to proposed lines and grades.

- All areas to be lined with clay shall be dewatered per contract documents.
- All work involved to be in accordance with contract documents.

**BID PROPOSAL FOR:**  
**West Nassau County Landfill**  
**Bid Date: 3/26/97**  
**Bid Time: 2:00 PM**

**Landfill cell construction projects completed or in progress:**

- 1) Superior Sanitation Service Landfill, Inc.  
Savannah, Georgia  
Owner: Superior Sanitation Service Landfill, Inc.  
Mr. Dave Remick  
Superior Landfill  
3001 Little Neck Road  
Savannah, GA 31419  
(912) 927-6113  
Scope of Services: Cell 2 Construction  
Commencement Date: September 1994  
Completion Date: May 1995  
Amount of Contract: \$823,530  
Value of Change Orders: \$23,755  
Reasons for C.O.'s: Additions to Scope of Work  
Problems: No significant problems
  
- 2) Hickory Hill Landfill (Rust Infrastructure)  
Ridgeland, South Carolina  
Owner: Hickory Hill Landfill  
Mr. George Gibbons  
Hickory Hill Landfill & Recycling Center  
Hwy 278  
Ridgeland, S.C. 29936  
(803) 726-4643  
Scope of Services: Phase 2B  
Commencement Date: April 1995  
Completion Date: December 1995  
Amount of Contract: \$1,260,000  
Value of Change Orders: \$-3,915 (credit)  
Reasons for C. O.'s: Additions to Scope of Work  
Problems: No significant problems

**BID PROPOSAL FOR:**  
**West Nassau County Landfill**  
**Bid Date: 3/26/97**  
**Bid Time: 2:00 PM**

- 3) Carter-Adams Landfill Site Clearing  
Savannah, Georgia  
Owner: Union Camp Corporation  
Mr. T. A. Flake  
Union Camp Corp.  
P. O. Box 570  
Savannah, GA 31402  
Scope of Services: Cell 4, Subcell 1  
Commencement Date: May 1996  
Completion Date: December 1996  
Amount of Contract: \$5,069,848  
Value of Change Orders: \$252,720  
Reasons for C.O.'s: Additions to Scope of Work  
Problems: No significant problems



**BID BOND**

Conforms with The American Institute of Architects,  
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, R. B. BAKER CONSTRUCTION, INC.

Post Office Box 7192

Garden City, GA 31418-7192 as Principal, hereinafter called the Principal,

and the FEDERAL INSURANCE COMPANY

of 15 Mountain View Road, Warren, New Jersey 07060, a corporation duly organized under

the laws of the State of Indiana, as Surety, hereinafter called the Surety, are held and firmly bound unto

NASSAU COUNTY BOARD OF COMMISSIONERS

416 Centre Street, Fernandina Beach, FL 32034 as Obligee, hereinafter called the Obligee,

Five percent of the largest amount for which award can be made under the  
in the sum of accompanying bid.

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for WEST NASSAU LANDFILL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 26th day of March, 19 97.

R. B. BAKER CONSTRUCTION, INC. (Seal)

Principal

Witness

Jane Neal  
Jane Neal

Witness

{ *Paul D. ...* V.P.  
Title

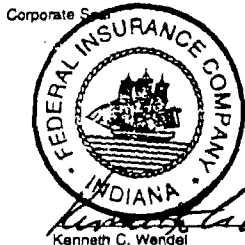
{ FEDERAL INSURANCE COMPANY  
By *Tom S. Lobrano*  
Tom S. Lobrano, III Attorney-in-Fact  
& Licensed Resident Agent

**POWER OF ATTORNEY**  
**FEDERAL INSURANCE COMPANY**  
ATTN: SURETY DEPARTMENT  
15 Mountain View Road, Warren, NJ 07059  
Telephone: (908) 903-2000  
Fax No.: (908) 903-3656

Know all Men by these Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint **Tom S. Lobrano, III, A.B. Lynch, Jr., James C. Congelio and Bradford W. Bush of Jacksonville, Florida**

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations (other than Bail Bonds) given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this **24th** day of **February** 19 **97**



Assistant Secretary

FEDERAL INSURANCE COMPANY

By

Frank E. Robertson

Vice President

STATE OF NEW JERSEY  
County of Somerset

SS.

On this **24th** day of **February** 19 **97**, before me personally came Kenneth C. Wendel to me known and by me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with Frank E. Robertson and knows him to be the Vice President of said Company, and that the signature of said Frank E. Robertson subscribed to said Power of Attorney is in the genuine handwriting of said Frank E. Robertson and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STATE OF NEW JERSEY  
County of Somerset

SS.

Acknowledged and Sworn to before me  
on the date above written.

Notary Public

CERTIFICATION

**LINDA SAWCHAK**  
Notary Public, State of New Jersey  
No. 2091352  
Commission Expires July 29, 2001

I, the undersigned, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors and that this By-Law is in full force and effect.

\*ARTICLE XVIII

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given and signed and the seal of said Company at Warren, N.J., this **26th** day of **March**, 19 **97**



Assistant Secretary

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE WRITE TO US AT THE ADDRESS LISTED ABOVE.**

TOM S. LOBRANO III  
A.E. LYNCH, JR.  
JAMES C. CONGELIO

TELEPHONE (904) 388-5002  
FAX (904) 384-9827

SURETY ASSOCIATES, INC.  
2110 MERSCHER STREET  
JACKSONVILLE, FLORIDA 32204

March 24, 1997

RE: R. B. BAKER CONSTRUCTION, INC. - Contractor

To Whom it May Concern:

It has been our pleasure to provide surety credit for R. B. BAKER CONSTRUCTION, INC. for many years. We have never been called upon for a bond which we have not gladly provided nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature. Currently, R. B. Baker Construction, Inc. has surety credit available to them in excess of 60 million.

This company enjoys an excellent reputation in the construction industry, and I am confident that you would be pleased with their performance.

Sincerely,

SURETY ASSOCIATES, INC.



Tom S. Lobrano, III

TSL:mse

/REBBOND.DOC

## BUSINESS REFERENCES

Mr. Victor Weston  
Industrial Tractor Co.  
P.O. Box 8345  
Savannah, GA 31412  
(912) 964-7370

Mr. Billy Mullins  
Ring Power Corporation  
P.O. Box 45022  
Jacksonville, FL 32232  
(904) 737-7730

Mr. Billy Downs  
Bryan Oil Company, Inc.  
P.O. Box 36  
Pembroke, GA 31321  
(912) 858-2246

Mr. Jerry Morgan  
Carlton Company  
P.O. Box 1087  
Albany, GA 31702  
(912) 435-6262

Mr. Billy Brice  
Trax, Inc.  
P.O. Box 102853  
Atlanta, GA 30368  
(770) 996-6800

\* Each of the above vendors has had an account balance in excess of \$100,000 at some time during the last two years.

C O N S T R U C T I O N  
I N S U R A N C E  
C O R P O R A T I O N

March 24, 1997

To Whom It May Concern:

Re: R. B. Baker Construction, Inc.

The insurance program for R. B. Baker Construction, Inc. meets or exceeds the requirements of Article 11 of the contract specifications, as described below:

| TYPE OF INSURANCE                                                          | LIMITS OF LIABILITY                                          |
|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Workers Compensation<br>Employers Liability                                | Statutory<br>\$1,000,000                                     |
| General Liability                                                          | \$1,000,000 Each Occurrence<br>\$2,000,000 General Aggregate |
| Auto Liability<br>Incl.: All Vehicles, Hired Vehicles & Non-Owned Vehicles | \$1,000,000 Combined Single Limit                            |
| Excess Liability (Umbrella)                                                | \$10,000,000                                                 |

Owner shall be named as Additional Insured under such policies, and the policies shall not be altered or cancelled without first providing 30 days written notice.

Please refer to the attached specimen insurance certificate for specific limits provided.

Sincerely,

  
M. Sue Esser

/RBBCOVL1.DOC



**R.B. BAKER**  
CONSTRUCTION INC.

June 2, 1997

**Mr. Kevin De Lange, P.E., Office Manager**

Roy F. Weston, Inc.  
Palmetto Walk, Suite 6  
4828 First Coast Highway  
Amelia Island, Florida 32034-5472

Subject:       **Submittal of Signed Contract (2 copies)**  
                  **West Nassau Landfill Expansion**

Dear Kevin:

As requested, attached are two (2) signed copies of the contract provided in the bid documents for the referenced project. I also attached a copy of our bid and a certificate of insurance to each contract.

Thank you for your time and we look forward to working with you on the project. Please feel free to call me at (912) 964-6513 or page me at (800) 522-2246 ID #022-6816 should you have any questions.

Respectfully,  
**R. B. BAKER CONSTRUCTION, INC.**



Jay P. McMahan  
Landfill Construction Manager

CC:   Robert Baker, RBBC  
      Sonny Daniels, RBBC  
      File (Bid 97FL008)



**AGREEMENT  
WEST NASSAU LANDFILL  
CONSTRUCTION OF NEW LANDFILL CELLS**

This Agreement made and entered into this 23rd day of June 1997 by and between the Nassau County Board of Commissioners hereinafter referred to as the "Board" or the "Owner" and R.B. Baker Construction, Inc. hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, the Board is responsible for the disposal of solid waste in Nassau County, Florida; and

WHEREAS, the continued operation of the Landfill will require the construction of new landfill cells; and

WHEREAS, the Authority requested bids from private firms to construct Cells 6 through 14 and 7 through 13 of the West Nassau Landfill; excavation of cells 7 through 13 and;

WHEREAS, this construction includes the construction of an approximately 20-acre composite liner and leachate collection system; and

WHEREAS, the Contractor possesses the knowledge, skill, and personnel necessary to provide the construction services desired by the Authority;

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do agree as follows:

Contract price as follows:

|                      |                       |
|----------------------|-----------------------|
| Total Phase I        | \$ 481,564.50         |
| Total Phase II       | 811,666.00            |
| Total Phase III      | 941,205.00            |
| Total Phase IV       | <u>1,092,051.50</u>   |
| Subtotal             | \$3,326,487.00        |
| Deduct 4 Phase Award | <u>(100,000.00)</u>   |
| Total Contract Amt   | <u>\$3,226,487.00</u> |

Attached bid dated March 26, 1997 is incorporated in this contract.



## **GENERAL CONDITIONS**

### **ARTICLE 1**

## **CONTRACT DOCUMENTS**

### **1.1 DEFINITIONS**

#### **1.1.1 The Contract Documents**

The Contract Documents consist of this Agreement, the Construction Drawings, the Specifications, the QA Plans, all Addenda issued prior to execution of the Contract, and all modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order; (3) a written interpretation issued by the Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. A Modification may be made only after execution of the Contract. The Contract Documents do include Bidding Documents such as the Advertisement or Invitation to Bid, the Notice to Contractors, sample forms, the Contractor's bid or portions of the Addenda relating to any of these, or any other documents, as specifically enumerated in the Owner-Contractor Agreement. In the event of any ambiguity and/or inconsistency among the various Contract Documents, a later dated version will hold true.

#### **1.1.2 The Contract**

The Contract Documents form the Contract for construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior or contemporaneous negotiations, representation, communications, or agreements, either written or oral and has not been induced by any representations, statements, or agreements, other than those expressed herein. The Contract may be amended or modified only by a written Modification signed by the Parties as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor; but the Engineer shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any Subcontractor or Sub-tier subcontractor.



### **1.1.3 The Work**

The Work comprises the complete construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

## **1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

1.2.1 The Contract Documents shall be signed in not less than six copies by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited and examined the site (to the extent possible with the naked eye), familiarized himself with the local conditions under which the Work is to be performed (to the extent possible with the naked eye), and correlated his observations with the requirements of the Contract Documents. The Owner acknowledges that the Contractor has not tested the soil and further that the Contract Documents do not describe the soil conditions.

1.2.3 The Contractor understands and agrees that execution of this Contract by the Contractor shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Contractor hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, the Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.



### **1.3 COPIES FURNISHED AND OWNERSHIP**

1.3.1 The successful bidder shall be given after the award of the Contract, five sets of Drawings and Specifications without charge for use on the Project. Additional Drawings and Specifications will be supplied at the Contractor's expense.

1.3.2 All Drawings, Specifications and copies thereof furnished by the Engineer are and shall remain the property of the Owner. (1) Such documents are not intended or represented to be suitable for other than the use specified in the Contract Documents and are to be returned to the Engineer of the Owner on request at the completion of the Work. (2) Such documents are not for reuse by Contractor or others on extensions of the work or on any other work or for any other purpose. Any reuse of such documents without prior written verification or adaptation by Owner for the specific purpose intended will be at Contractor's sole risk and without liability or legal exposure to Owner or Engineer.

## **ARTICLE 2**

### **ENGINEER**

#### **2.1 DEFINITION**

2.1.1 The Engineer is the person lawfully licensed to practice engineering, or an entity lawfully practicing engineering identified as such in the Technical Specifications — Roy F. Weston, Inc. The term Engineer means the Engineer or his authorized representative.

#### **2.2 ADMINISTRATION OF THE CONTRACT**

2.2.1 The Engineer will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.

2.2.3 The Engineer may visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an Engineer, he will keep the Owner informed of the progress of the Work, and in conjunction with the Construction Quality Assurance Engineer (CQAE), will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide for such reasonable access so the Engineer may perform his functions under the Contract Documents.

2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Applications for Payment, the Engineer must act reasonable and determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraph 9.2, within forty five (45) days of submittal of the Contractor's application for payment through the Engineer.

2.2.7 The Engineer will be the interpreter of the technical requirements of the Contract Documents.



2.2.8 The Engineer will render written interpretations of the technical requirements of the Contract Documents with reasonable promptness on written request of either the Owner or the Contractor and shall render written recommendations to the Owner within a reasonable time on all claims, disputes and other matters in question between the Owner and the Contractor relating to the Work or the interpretation of the technical requirements of the Contract Documents.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the technical requirements of the Contract Documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and responsibly inferable from the Contract Documents and will be in writing or graphic form. In his capacity as interpreter, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity. Engineer shall be entitled to all privileges and immunities accorded under applicable law to those performing the engineering services described herein.

2.2.11 Any claim, dispute or other matter in question concerning a question of fact referred to the Engineer except those which have been waived by making or acceptance of final payment as provided in subparagraphs 9.8.4 and 9.8.5 shall be subject to appeal upon the written demand of the Contractor. However, no demand for appeal of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Engineer has rendered a written opinion to the Contractor and Project Coordinator (Owner representative) or (2) the fifth day after the Contractor has presented his evidence to the Engineer, if the Engineer has not rendered his written opinion by that date. When such a written opinion of the Engineer states (1) that the opinion is final but subject to appeal, and (2) that any demand for appeal of a claim, dispute or other matter covered by such opinion must be made by either the Contractor or Project Coordinator within 30 days after the date on which the party making the demand appeal

by the Project Coordinator or Contractor within thirty days' period will result in the Engineer's opinion becoming final and binding upon the Owner and the Contractor. If the Engineer renders an opinion after the appeals process has been initiated, such opinion may be entered as evidence but will not supersede any appeal proceedings unless the opinion is acceptable to all parties concerned.

2.2.12 The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing (said inspection or testing to be at the Board's expense) of the Work in accordance with Subparagraph 7.5.2 whether or not such Work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.14 The Engineer will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work, as provided in Subparagraph 12.4.1.

2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the contract and assembled by the Contractor, and will issue and final Certificate for Payment upon compliance with the requirements of Paragraph 9.8.



2.2.16 If the Owner and Engineer agree, the Engineer will provide one or more project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.17 The duties, responsibilities and limitation of authority of the Engineer as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the Engineer.

2.2.18 In case of the termination of the employment of the Engineer, the Owner shall appoint an Engineer against whom the Contractor makes no reasonable objection.

2.2.19 Contractor and Owner believe that Contractor's professional services provided to Owner under this Agreement are not subject to sales and use tax. Contractor acknowledges that the obligations to pay the sales and use tax and other similar taxes as required by law, if applicable to the Contractor's services and/or purchases, shall remain with the Contractor.

### **ARTICLE 3**

#### **OWNER**

#### **3.1 DEFINITION**

3.1.1 The term Owner means the Owner or his authorized representative. Wherever the term "Owner" is used in the specifications or other Contract Documents, it refers to the Nassau County Board of County Commissioners and Department of Solid Waste Management, or the Owner's authorized representative.

#### **3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

3.2.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project. The Contractor shall review the figures shown on all such surveys before undertaking any construction work. The Contractor shall



immediately upon entering the project site for the purpose of beginning work, locate all general reference points and bench marks and take such action as is necessary to preserve or replace them and prevent their destruction. He shall record the location and elevation of each bench mark and shall make no changes in locations without the written approval of the Owner.

3.2.2 The Owner shall at no cost to Contractor secure all necessary easements for permanent structures or permanent changes in existing facilities.

3.2.3 Except as provided in Subparagraph 4.6.1, the Owner shall secure at no cost to Contractor necessary approvals, easements, rights of way, assessments and charges required for the construction, use or occupancy of permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5 The Owner shall forward all instructions to the Contractor through the Engineer.

3.2.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11, respectively.

### **3.3 OWNER'S RIGHT TO STOP THE WORK**

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or substantially fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.



### **3.4 OWNER'S USE OF PREMISES**

3.4.1 The Owner reserves the right, upon written notice to the Contractor, to utilize any portion of the Work (as long as it does not interfere with Contractor) prior to Substantial Completion. Such utilization shall not constitute acceptance of the work in whole or in part or otherwise affect the rights or responsibilities of the parties except as specifically provided in this Paragraph 3.4.

3.4.2 During any such partial utilization, mutually acceptable arrangements shall be made between the Owner and Contractor regarding the operation and guarantees respecting the portion of the Work affected by utilization.

## **ARTICLE 4** **CONTRACTOR**

### **4.1 DEFINITION**

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement. The term Contractor means the Contractor or his authorized representative.

### **4.2 REVIEW OF CONTRACT DOCUMENTS**

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall immediately report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Engineer for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents, or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

### **4.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

4.3.1 The Contractor shall furnish the services of all necessary engineers, designers, draftsmen, and other personnel necessary for the performance of the work hereunder. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.



4.3.2 The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.3.3 The Contractor warrants to Owner that it possesses the expertise, capability, equipment and personnel to properly and professionally perform its services hereunder, that it is properly and legally licensed (if applicable) to perform such services, and that it shall at all times in the performance of such services comply with all applicable laws, ordinances, and regulations and shall perform all services in a good, workmanlike, professional, efficient and non-negligent manner.

4.3.4 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. Contractor shall indemnify and hold harmless Owner and Engineer from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from Contractor's performance hereunder.

4.3.5 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the contract, or by inspections, tests or approvals required or performed under Paragraph 7.5 by persons other than the Contractor.

4.3.6 All services by the Contractor shall be performed in cooperation and coordination with the County through its County Coordinator, and in the performance of such services the Contractor shall:

a. Maintain close liaison and cooperation with the County Coordinator, or his designee, during performance of the Work hereunder to obtain agreement and coordination of the Work contained herein.

b. Attend all meetings and conferences as arranged and reasonably required by the County, as directed by the County Coordinator, during the progress of the Work hereunder to establish project criteria, to review County and State standards, and to discuss any other matters relating to the Work.

#### 4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools and construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall employ specified materials and methods unless they are contrary to manufacturer's direction or recommended trade practices or unless he believes they will not produce results which he will guarantee as required; in which case, he shall promptly notify the Engineer in writing and request a determination. Deviation from materials and procedures specified will be permitted only upon Engineer's approval and providing work is guaranteed by Contractor. The naming of products in the specifications does not imply Engineer's approval of deviations either from accompanying specifications or from manufacturer's specifications incorporated by reference.

4.4.3 Where one or more products are named in the specifications and the phrases "or equal", "or approved equal" or their equivalent accompanies the listing, requests for approval or substitute products will be considered after award of contract only. Requests shall be made in writing including all information, such as delivery dates and descriptive data, and all samples required by the Engineer, together with the amount to be added to or deducted from the contract price for such substitution. For substitutions to be considered, requests for substitutions including complete data and samples substantiating compliance of proposed substitution must be

submitted within ten (10) calendar days of the issuance of the Notice-to-Proceed. Decisions of the Engineer as to whether a product proposed for substitution is fully equal will be final. When products are named in the specifications but are unaccompanied by the phrases "or equal", or "approved equal", or their equivalent, applications for approval of substitute products will not be considered at any time.

4.4.4 When any specified item or "approved equal" item of equipment or material is submitted which required changes or additions or material is submitted which required changes or additions because its requirements exceed or are different from those shown on the Contract Documents, such changes shall be made at no additional cost to the Owner or the Engineer, and shall be itemized in writing and attached to the submittal. No changes shall be made without approval in writing from the Engineer. The requirements of this Paragraph apply also when no manufacturer is named and when more than one manufacturer is listed as acceptable.

#### **4.5 PERMITS, FEES AND NOTICES**

4.5.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all licenses in Contractor's name and reasonably assist Owner in obtaining all other licenses and permits required for expansion of the landfill, and construct the landfill so that it will meet all construction and operating permit requirements in effect as of the effective date of the execution of this Contract. The Owner shall pay fees for water and sewer availability, extension of water, sewer and/or gas mains, and County or State road permits. The Owner shall arrange for utility connections required to serve the project as indicated in the Contract Documents and pay for building/grading permits, inspections or connection fees required by governing authorities. It is not the responsibility of the Contractor to make certain that the Drawings and Specifications are in accordance with applicable laws, statutes, building codes and regulations, except that it shall be the duty of the Contractor to promptly notify the Engineer whenever he becomes aware that any element of the drawings and specifications is not in accordance with such laws, statutes, codes and regulations. In the event that the Contractor shall fail to so notify the Engineer, the Owner shall not be responsible to the Contractor for any delays and costs incident thereto for work required to bring the project into conformity with applicable laws, statutes, codes and regulations.



4.5.2 Any notice, communications, or statement required or permitted to be given hereunder, unless otherwise stated herein, shall be in writing and be deemed to have been sufficiently given when delivered in person or sent by telex, wire or by certified mail, return receipt required, postage prepaid, to the designated address of the respective party.

4.5.3 If the Contractor performs any Work knowing it to be contrary to the applicable laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

#### 4.6 ALLOWANCES

4.6.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.6.2 Unless otherwise provided in the Contract Documents:

- .1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- .2 the Contractor's costs of unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated of the original allowance shall be included in the Contract sum and not in the allowance;
- .3 whenever the cost is more than or less than the allowance, the contract sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

#### 4.7 SUPERINTENDENT

4.7.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent

shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

#### **4.8 PROGRESS SCHEDULE**

4.8.1 The Contractor shall within five days after issuance of the Notice-to-Proceed or within such time as determined by the Engineer (no later than date of commencement of work) prepare and submit to the Engineer for review a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing same. The schedule shall be in the form of a Bar Chart or Arrow Diagram of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time and each activity be resource loaded to indicate planned equipment and manning. The Contractor shall enter on the chart the actual progress on a monthly basis in accordance with the monthly Progress Payment Request, and shall deliver two copies of the updated chart to the Engineer with the progress schedules within the time prescribed, the Engineer may withhold approval of Progress Payment Requests until such time as the Contractor submits the required progress schedule.

4.8.2 If, in the opinion of the Engineer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Engineer may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the matter in which the agreed rate of progress will be regained, all without additional cost to the Owner.

4.8.3 Failure of the Contractor to comply with the requirements of the Owner under this provision shall be grounds for determination by the Engineer that the Contractor is not prosecuting the Work with such diligence as will insure completion within the time specified. Upon such determination the Owner may terminate the contractor's right to proceed with the



work, or any separable part thereof, in accordance with the clause of the contract entitled "TERMINATION BY THE OWNER."

#### **4.9 DOCUMENTS AND SAMPLES AT THE SITE**

4.9.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved shop Drawings, Products Data and Samples. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Work.

4.9.2 As the work progresses keep a complete and accurate record of changes or deviations from the Contract Documents and shop drawings, indicating the work as actually installed, including locations and size of concealed pipes, conduit, ducts, etc. Changes shall be neatly and correctly shown on the respective portion of the affected documents; using blackline prints of the Drawings or the Specifications, with appropriate supplemental notes. This record set of Drawings, shop drawings and Specifications shall be kept at the job site for inspection by the Engineer and the Owner. At completion of the project, transfer all notations on the record drawings to reproducible drawings of the facility. Prior to the request for final payment, submit to the Engineer for the Owner the record documents and reproducible drawings. Provide suitable transfer case and deliver the records therein, indexed and marked for each Division of Work. No review or receipt of such records by the Engineer or Owner shall be a waiver of any deviation from the Contract Documents or the shop drawings or in any way relieve the Contractor from his responsibility to perform the work in accordance with the Contractual Documents.

#### **4.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

4.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.10.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

4.10.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.10.4 The Contractor shall review, approve and submit to the Engineer with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.10.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and filed construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.10.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.13 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.

4.10.7 The Contractor shall direct specific attention, in writing or on resubmitted shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.

4.10.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.13. All such portions of the Work shall be in accordance with approved submittals.

#### **4.11 USE OF SITE**

4.11.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

#### **4.12 CUTTING AND PATCHING OF WORK**

4.12.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.12.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the Work.

#### **4.13 CLEANING UP**

4.13.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.13.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 14.2 and the cost thereof shall be charged to the Contractor.





#### **4.14 COMMUNICATIONS**

4.14.1 The Contractor shall forward all communications to the Owner through the Engineer.

#### **4.15 ROYALTIES AND PATENTS**

4.15.1 The Contractor shall pay all royalties and licenses and indemnify and hold harmless (including attorneys' fees) owner and any employee or agent against all liability to third parties arising from or in connection with the violation of any third party trade secrets, proprietary information, trademark, copyright or patent rights in connection with the performance of the work hereunder except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer and the Owner.

#### **4.16 INDEMNIFICATION**

4.16.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and save harmless the Owner and the Engineer and their directors, officers, partners, agent and employees from and against all claims, damages, losses, judgements and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from contractor's, its Subcontractors' and any sub-tier contractors' performance of the work hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.16. For any claims that are caused solely by the negligence or willful misconduct of Owner, Owner shall indemnify and hold harmless Contractor, its officers, directors, successors and assigns against such claims. Contractor's obligation to indemnify Owner or any employee or agent thereof shall survive the expiration or termination of this Contract by either party for any reason.

4.16.2 In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.16.3 In consideration of Ten and No/100 Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor and any of its Subcontractors shall indemnify and save harmless and defend the County, from all suits or actions of every name and description brought against the County based upon: (1) personal injury, bodily injury (including death) or property damages (including destruction) received; or (2) claims, damages, and expenses of any kind to the extent arising from or in connection with any negligent act, omission, or breach of contract of/by the Contractor or its Subcontractors, its agents, employees, or assigns in providing the professional services called for herein.

#### **4.17 CONSTRUCTION PHOTOGRAPHS**

4.17.1 The Contractor shall provide construction progress photographs of the project as follows:

- a) Two (2) prints of Three (3) different views of site prior to start of construction;
- b) Three (3) different views of site taken each month and submitted to the Engineer with monthly requisition;
- c) Three (3) different views of the completed construction.

4.17.2 Photographs shall be glossy black and white, 8x10 inches, mounted on linen, with a one-inch flap at the left for binding. They shall be properly identified as to contract number, and location, and numbered consecutively starting with number one (1), in the order in which taken. This information shall be placed in the margin at the bottom. The negatives become the property of and shall be delivered to the Owner with the Application for Final Payment.



## ARTICLE 5

### SUBCONTRACTORS

#### 5.1 DEFINITION

5.1.1 A "Subcontractor" is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate Contractor or his subcontractors.

5.1.2 A "Sub-tier-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-tier-subcontractor is referred to throughout the Contract Documents and means a Sub-tier-subcontractor or an authorized representative thereof.

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the bidding Documents, the Contractor, within 10 days after the award of the Contract, shall furnish to the Owner and the Engineer in writing the names of the persons (except employees of contractor) or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply within 5 days shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Engineer has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Engineer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Engineer has no



reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Engineer makes reasonable objection to such substitution.

### 5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the contractor, by these Documents, assumes toward the Owner and the Engineer. Said agreement shall preserve and protect the rights of the Owner and the Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the Subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-tier subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-tier subcontractors.



## **ARTICLE 6**

### **WORK BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts (to contractor or others) in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate Contractor with the work of the contractor, who shall cooperate therewith as provided in Paragraph 6.2.

#### **6.2 MUTUAL RESPONSIBILITY**

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introductions and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage at no additional cost to Owner.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgement or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

#### 7.1 SUCCESSORS AND ASSIGNS

7.1.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the contract shall assign, subcontract or otherwise transfer this Contract or any rights or obligations hereunder to a subsidiary, successor, affiliate or any third party, except as expressly provided herein without the prior written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.



## **7.2 CLAIMS FOR DAMAGES**

7.2.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others for whose acts he is legally liable, claim shall be made in writing to such other party within twenty (20) days after the occurrence of the event giving rise to each claim or within such other time as specifically provided in these general conditions and other contractual documents after the first observance of such injury or damage.

## **7.3 BID SECURITY**

7.3.1 Each Bid must be accompanied by Bid security made payable to the Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or an acceptable Bid Bond issued by a satisfactory surety.

7.3.2 The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required bonds, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required bonds within ten days after the Notice of Award, the Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of the Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with bids which are not competitive will be returned within seven days after the bid opening.

## **7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

7.4.1 The Contractor shall deliver to the Owner a performance bond in the amount of 100% of the contract sum and a separate labor and material payment bond in the amount of 100% of the contract sum. The Contractor shall pay the premium for such bonds. These bonds shall be written on forms approved by the Owner, and shall be furnished by companies satisfactory to the Owner.



## **7.5 RIGHTS AND REMEDIES**

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available to either party by laws or regulations, by special warranty or guarantee or by any provision of this Contract. This provision is effective as if specifically incorporated into each and every provision of this Contract imposing a duty or obligation on one of the parties.

## **7.6 TESTS**

7.6.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any regulatory authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing or approval. The Owner shall bear all costs of such inspection tests or approval required by public authorities. Unless otherwise provided, the Owner shall bear all cost of other inspections, tests or approvals.

7.6.2 If the Engineer determines that any Work required special inspection, testing, or approval which Subparagraph 7.5.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services made necessary by such failure; otherwise the Owner shall bear such costs.

7.6.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.

7.6.4 If the Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.





## **7.7 INTEREST**

7.7.1 Payments are due within forty-five (45) days of the receipt of invoice/draw request and any unpaid invoices/draw request under the Contract Documents will be assessed a late charge of one (1) percent per month for any amounts not paid within sixty (60) days of the billing date.

## **7.8 DISPUTES**

7.8.1 In the event the Contract Documents call for the consent of either party (or a representative of either party), a determination by one of the parties (or their representative, an interpretation, finding, conclusion, opinion, decision, etc., it must be reasonable and must be consistent with the intent of and be inferrible from the Contract Documents. Additionally, nothing herein or in the Contract Documents shall be deemed to prevent either party from pursuing any and all rights under the Contract Documents and under the laws of the State of Florida in the event it disagrees with a determination, interpretation, finding, etc. of the other party.

7.8.2 Any claim dispute or other matters in question between the Contractor and the Owner shall be referred initially to the Engineer. Within five (5) days after the Contractor or Owner has presented his evidence to the Engineer, the Engineer shall either render a decision in writing or not render a decision and notify the Contractor and the Project Coordinator in writing that the claim dispute or other matter in question does not relate to the execution or progress of the work or the interpretation of the technical requirements of the Contract Documents and therefore, it is a claim, dispute or other matter in question concerning a question of fact that should be referred to the Project Coordinator. If the matter that was referred to the Engineer is a matter which the Engineer has made a decision, his decision shall be final and conclusive as between the parties except the opinion/decision of the Engineer is subject to appeal and any demand for appeal of a claim, dispute or other matter covered by the Engineer's opinion must be made by either the Contractor or the Project Coordinator within five (5) days after the Engineer has rendered his or her decision in writing. The appeal shall be made to the County Coordinator. The County Coordinator shall have five (5) days from the receipt of the appeal to render his decision which shall be final and conclusive as between the parties, except and in

the event the Project Coordinator or the Contractor notifies the other (and the County Coordinator) in writing within ten (10) days of the County Coordinator's decision that either party disagrees with the decision of the County Coordinator and elects to proceed under arbitration/mediation in accordance with Paragraph 7.8.3 herein.

In the event the Engineer notifies the Project Coordinator and the Contractor that said claim, dispute or other matter in question concerning a question of fact does not relate to the execution or progress of the Work or the interpretation of the technical requirements of the Contract Documents, the claim, dispute or other matter in question concerning a question of fact shall be decided by the Project Coordinator and the Project Coordinator shall render a written opinion to the Contractor within five (5) days of receiving written notification from the Engineer. The opinion/decision of the Project Coordinator shall be final and conclusive as between the parties except the opinion/decision of the Project Coordinator is subject to appeal by the Contractor within five (5) days after the Project Coordinator has rendered his or her decision in writing. The appeal shall be made to the County Coordinator and the County Coordinator shall have five (5) days from the receipt of the appeal to render his decision which shall be final and conclusive as between the parties except and in the event the Project Coordinator for the Contractor notifies the other (and the County Coordinator) in writing within ten (10) days of the County Coordinator's decision that either party disagrees with the decision of the County Coordinator and elects to proceed under arbitration/mediation in accordance with Paragraph 7.8.3 herein.

7.8.3 The written notice requesting mediation under Paragraph 7.8.2 herein shall include a written statement with specific information indicating the disagreement with the County Coordinator. Within fifteen (15) days from the date of the written request for mediation, the parties will confer by telephone and mutually agree upon the selection of one mediator from the list of Florida Supreme Court approved mediators for the Fourth Judicial Circuit of the State of Florida. If the parties cannot agree on the selection of one mediator on or before fifteen (15) days from the date a written request for mediation has been made, the parties shall submit to each other within twenty (20) days from the date a written request for mediation has been made, the names of four (4) Florida Supreme Court approved mediators from the Fourth Judicial

Circuit of the State of Florida. Within twenty five (25) days from the date of the written request for mediation, either party acting on its own or the parties acting jointly, shall file a complaint in the Fourth Judicial Circuit Court for the State of Florida, Nassau County, Florida, asking for the Circuit Court to appoint a mediator from one of the mediators listed on the list of mediators (containing four mediators) submitted by each side. The costs of the mediator shall be the sole responsibility of the Contractor.

7.8.4 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any disputes proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

7.8.5 In any case where the Contractor deems that extra compensation is due it for services or materials not clearly covered in this Agreement, the Contractor shall notify the County in writing by the County as an additional service, the Contractor shall notice the County in writing before it begins the work on which it bases the claim. The Contractor shall not commence such work without prior written authorization from the County. If such authorization is not previously given, or the claim is not separately and strictly accounted for, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

7.8.6 In the event a dispute arises under the Contract Documents, the prevailing party in any such dispute or legal action shall be entitled to recover its attorney's fees and costs from the non-prevailing party.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

8.1.1 Unless otherwise provided, the contract time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. Contractor shall make every effort to commence work immediately pursuant to a Notice to Proceed, but in no case later than within seven days. The giving of written Notice to Proceed shall be a condition precedent to any liability attaching to the County, whether under the terms of this Agreement or otherwise. As part of the consideration for the execution of this Agreement, the Contractor hereby releases the County from any claim for damages, whether in contract, tort or otherwise, in the event that no written Notice to Proceed is ever given pursuant to this Agreement.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day on which the temperature, weather, and condition of the soil are such that it is possible for the Contractor to make effective use of at least 50% of the current day as determined by Engineer unless otherwise specifically designated. Actual adverse weather delay days must prevent work on critical activities for 50% or more of the Contractor's scheduled workday.

## **8.2 PROGRESS AND COMPLETION**

8.2.1 All time limits stated in the Contract Documents are of the essence of the contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion with the contract time.

8.2.3 If a date or time of completion is included in the Contract, it shall be the Date of Substantial Completion as defined in Subparagraph 8.1.3 including authorized extensions thereto, unless otherwise provided.



### **8.3 FORCE MAJEURE**

8.3.1 Any delay or failure in the performance of the obligations (other than payment of money) under this Contract resulting from an event of "Force Majeure" shall not constitute a default or breach of contract.

8.3.2 The term "Force Majeure" shall be defined as follows: Any act or omission or event arising from causes beyond the reasonable control of the parties or their Subcontractors that delays or prevents the performance of any obligations under this Contract such as Acts of God; vandalism; fires; floods; unexpected weather conditions; interventions of public authorities; work stoppages; acts of third parties; changes in applicable laws or regulations which would prevent, or impair the accuracy and the reliability of the work conducted at the site.

8.3.3 Upon the occurrence of, or likelihood of the occurrence of, any event of Force Majeure, Contractor shall immediately, orally notify Owner of such event, followed by written notification thereof within ten (10) calendar days after the date Contractor discovered that the event of Force Majeure had occurred or is likely to occur. Such written notice as required under this provision shall include the reason(s) for an anticipated duration of delay and a proposal of measures to be taken by or at the direction of Contractor to prevent or minimize the delay and a proposed timetable of the implementation of such measures. Failure to notify Owner either orally or in writing in accordance with this provision shall constitute a waiver of such claim of Force Majeure, provided, however, that no modification of the work shall be made unless and until written notice is provided.

### **8.4 LIQUIDATED DAMAGES**

8.4.1 The time in which the Contractor agrees to complete the work is of the essence of the Contract and failure to complete within the time specified will entitle the Owner to, and he will, deduct and retain out of monies which may be due to the Contractor under this Contract the sum of \$500 for each of the first 7 calendar days, \$1,000 for each of the calendar days 8 through 14, and \$2,000 each day thereafter, including Sundays and Legal Holidays, of delay beyond the completion date stipulated in the Contract for use.

8.4.2 This sum shall not be considered as a penalty but as a sum mutually agreed upon as the ascertained damages suffered by the Owner because of delay in completion of the Work.

## **8.5 COMPENSATION FOR OWNER CAUSED DELAYS**

8.5.1 If in the Contractor's opinion, he is delayed in the progress of the Work by the neglect or act of the Owner, the Contractor may submit claim in writing (Article 2, Subparagraphs 2.2.9, 2.2.10, 2.2.12) within 10 days of the occurrence of the delay, a request for extra compensation.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

9.1.1 The Contract sum stated in the Contract Documents and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor of the performance of the work under the Contract Documents.

## **9.2 APPLICATIONS FOR PAYMENT**

9.2.1 On a monthly basis, the Contractor shall submit to the Engineer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Engineer may require, and reflecting retainage, if any, as provided in the Subparagraph 9.4.6.

9.2.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor for bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.2.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. All applications for payment must be submitted with completed partial lien release forms for work in excess of \$2,000.

### 9.3 CERTIFICATES FOR PAYMENT

9.3.1 The Engineer will, within seven (7) days after the receipt of the Contractor's invoice, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Engineer determined appears to be properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

9.3.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on his observations and the CQAE's documentation at the site and the data comprising the invoice, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, the issuing of a Certificate for Payment shall not thereby be interpreted to mean that the Engineer has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.



#### 9.4 PROGRESS PAYMENTS

9.4.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment within forty-five (45) days after initial receipt of the invoice. Owner may, at his sole discretion, issue two-party checks payable to the Contractor and any Subcontractor in amounts proportionate to their share of the work performed under the invoice.

9.4.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-tier-subcontractors in a similar manner.,

9.4.3 The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages to completion or the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Subcontractor.

9.4.4 Neither the Owner nor the Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.4.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.4.6 In making partial payments, the Owner may include the proportionate amount of the Contractor's fee earned during the preceding month. However, there shall be retained 10% on estimated amounts until final payment and acceptance of the work; provided, however, that the Engineer may at any time after 50% of the Work has been completed, if he finds that satisfactory progress is being made, and with written consent of surety recommend to the Owner



that the amount retained remain fixed, and that no further retainage from the remaining requisition be made.

## 9.5 PAYMENTS WITHHELD

9.5.1 The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.3.2. If the Engineer is unable to make representations to the Owner as provided in Subparagraph 9.3.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.3.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for payment for the amount for which he is able to make such representations to the Owner. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum,
5. damage to the Owner or another contractor,
6. reasonable evidence that the work will not be completed within the Contract time,
7. persistent failure to carry out the work in accordance with the Contract Documents, or
8. if Owner's legal counsel advises Engineer that Contractor is in breach or default of the Agreement.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

## 9.6 FAILURE OF PAYMENT

9.6.1 If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's invoice, or if the Owner does not pay the Contractor within forty-five (45) days after the date of receipt of said invoice, then the Contractor may, upon ten (10) additional days' written notice to the Owner and the Engineer, stop the work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

## 9.7 SUBSTANTIAL COMPLETION

9.7.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Engineer, on the basis of an inspection, determined that the work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.7.2 Upon Substantial Completion of the work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Owner shall make payment, if any, for such Work or portion thereof, as provided in the Contract Documents. Except as stated in Subparagraph 9.4.6, retainage will not be adjusted until all Work is completed and close-out documents are delivered to and accepted by the Owner.

## 9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.8.2 have been fulfilled.

9.8.2 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. No conditional release shall be accepted.

9.8.3 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens,
2. faulty or defective work appearing after Substantial Completion,

3. failure of the work to comply with the requirements of the Contract Documents,  
or
4. terms of any special warranties required by the Contract Documents.

9.8.4 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. The Contractor's Affidavit of Release of Liens (G706A), Payment of Debts and Claims (G706) shall be submitted to the Engineer, in duplicate, on AIA Forms G-706, G706A and G707, latest editions. (4) the Owner shall not release final payment to the Contractor until the Contractor has submitted to the Owner, in a form acceptable to the Owner, a fully-executed release of liens from EACH Subcontractor and supplier of labor and materials of a value of \$2,000 or more. A release shall be deemed in proper form and properly executed if it contains the language found in Sample R/L (Figure 9-1)' and it is executed by the president or vice-president of the releasor and witnessed by the Secretary, Assistant Secretary, or Treasurer of the releasor with a corporate seal affixed thereto. A partnership release shall be executed by all general partners. In the case of a sole proprietor it shall be sufficient for the proprietor to sign as John Doe d/b/a John Doe Enterprise. (5) The Owner shall also require that the Contractor provide a notarized Certificate listing all Subcontractors and suppliers of labor and material from whom a release of liens is required under this Section and certifying that the release of liens are complete.



Figure 9-1

**SUBCONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN**

\_\_\_\_ (OWNER)  
\_\_\_\_ (CONTRACTOR)  
\_\_\_\_ (SUBCONTRACTOR)

Amount Paid \_\_\_\_\_

Upon receipt of payments made as shown above, \_\_\_\_\_ (Subcontractor), does release and forever discharge CONTRACTOR, its sureties and the OWNER from any and all actions, causes of action, liens, bond rights, stop notices, debts, dues, accounts, covenants, agreements, judgments, claims and demands of whatsoever nature or character which said \_\_\_\_\_ (Subcontractor), now has or ever has had against CONTRACTOR or its Sureties or the OWNER, their successors and assigns, which shall have arisen or may arise out of or be incidental to work undertaken or done under or in connection with CONTRACTOR/ OWNER Contract No. \_\_\_\_\_.

\_\_\_\_\_, (Subcontractor), certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses and other expenses for which CONTRACTOR or the OWNER might be sued or for which a lien, stop notice, or bond claim might be filed, have been fully satisfied and paid and \_\_\_\_\_ (Subcontractor), agrees to defend and save harmless CONTRACTOR and the OWNER from and against all suits, actions, claims, liens or demands of laborers, mechanics, materialmen or others, filed against CONTRACTOR or the OWNER or the buildings, structures, additions or improvements constructed under CONTRACTOR'S contract with the OWNER and arising out of the project.

IN WITNESS WHEREOF, \_\_\_\_\_, (Subcontractor), has executed this receipt, release, waiver of lien and final discharge on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Subcontractor's Name

Witness or Attest:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Typed or Printed) \_\_\_\_\_

By: \_\_\_\_\_



9.8.5 Owner shall not release final payment to the Contractor until the Contractor has submitted a release of liens from each Subcontractor and supplier of labor and materials as required under 9.8.4 in a form substantially similar to the form shown in Figure 9-1.

9.8.6 In addition the Owner shall not release final payment to the Contractor until the Contractor has submitted to the Engineer of the Owner the negatives of the construction photographs, Subparagraph 4.17, and the record set of Drawings, shop drawings, Specifications, and the reproducible drawings, Subparagraph 4.9.2.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

10.1.1 Safe practices are considered a priority requirement in the performance of this Contract. Contractor shall, to the maximum extent practicable, be responsible for the conditions of the work site. This responsibility will encompass the safety of all persons, including but not limited to employees, agents, Subcontractors and lower-tier Subcontractors, as well as the property for the duration of the services performed hereunder. Contractor shall comply with all the applicable Federal, State and Local Health and Safety requirements and standards including, but not limited to, Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued thereunder. Contractor shall develop and maintain of the duration of this Contract, a health and safety program that will effectively incorporate and implement all required safety provisions including, but not limited to, provisions of the Site Safety Plan.

## **ARTICLE 11**

### **INSURANCE**

11.1.1 Contractor agrees to maintain at its own expense, Worker's Compensation, Commercial General Liability, Automobile Liability, and Professional Liability insurances as follows:



Types of Insurance

Worker's Compensation  
Employer's Liability

Commercial General Liability

Automobile Liability Combined  
Bodily Injury and Property Damage

Excess Liability (Umbrella Form)

Limits of Liability

Statutory Worker's Compensation  
\$1,000,000 Employer's Liability

\$1,000,000 each occurrence

\$1,000,000 each accident or loss  
All vehicles covered  
Hired cars and non-owned autos

\$1,000,000

Owner shall be named as an Additional Insured under such policies and the policies shall not be altered or canceled without Contractor first providing notice to Owner of its intent to alter or cancel. Failure to maintain insurance in compliance with this article shall be considered a breach of Contractor's obligations hereunder and shall be cause for Termination under Article 14.1 of this Contract. Contractor shall furnish appropriate insurance certificates to Owner and is not authorized to proceed with any work until the applicable insurance certificate(s) has(have) been received and accepted by Owner.

**ARTICLE 12**

**CHANGES IN THE WORK**

**12.1 CHANGE ORDERS**

12.1.1 A Change Order is a written order to the Contractor signed by the Owner and the Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract sum or the Contract time.

12.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the work to be performed hereunder. If any such change causes an increase in Contractor's cost and/or increase to the time required for or the nature of performance of the agreement, Contractor shall so notify Owner within five (5) days of receipt



of the Change Order notification and an equitable adjustment in compensation shall be made through a Change Order or modification signed by both Contractor and Owner.

## **12.2 CONCEALED CONDITIONS**

12.2.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract sum shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

## **12.3 CLAIMS FOR ADDITIONAL COST**

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract sum, he shall give the Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. Otherwise, Contractor waives his right to such claim. This notice shall be given by the Contractor before proceeding to execute the Work.

## **12.4 MINOR CHANGES IN THE WORK**

12.4.1 The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.





## **ARTICLE 13**

### **UNCOVERING AND CORRECTION OF WORK**

#### **13.1 UNCOVERING OF WORK**

13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

#### **13.2 CORRECTION OF WORK**

13.2.1 The Contractor shall within twenty (20) days (or within a reasonable time if it cannot be cured within twenty (20) days) cure all Work rejected by the Engineer as defective for failing to conform to other Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation of the Engineer's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct

it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

1. The Contractor guarantees all work required by the Contract Documents, with approved modifications, as follows:

1. Against faulty or imperfect material or workmanship.
2. The work shall be entirely watertight and leakproof.
3. The mechanical and electrical machines, devices and equipment shall operate satisfactory with ordinary care, and shall perform their specified or intended functions.

2. The Contractor shall replace, correct, or repair work found to be improper, imperfect, not watertight and leakproof, or which does not operate satisfactory or perform as specified, at no expense to the Owner.

3. In the event corrective work is required, the Contractor shall make good all damage to other work cause by corrective measures.

4. The guarantee shall cover a period of one year from the date of Substantial Completion.

5. Neither final payment nor any provision of the Contract Documents shall relieve the Contractor of his responsibilities under this guarantee.

6. If at any time deficiencies in the work are discovered which result from a deliberate attempt to defraud the Owner, the Contractor will be held liable for replacement or correction, regardless of the time on the guarantee.

7. Extended guarantees - See Sections in Specifications. In addition to the general guaranty required herein extended guarantees, including but not limited to those listed below, are required for certain parts of the work. The first year of each extended guarantee period shall run concurrently with the one year general guarantee. All guarantees shall begin with the date of Substantial Completion.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.3.2, 13.2.1 and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.3.2 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.3.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such work at auction or at private sale and shall account of the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with a respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, not to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct this Work.

**ARTICLE 14**

**TERMINATION OF THE CONTRACT**

**14.1 TERMINATION FOR DEFAULT**

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty days by the Contractor because the Engineer has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.1.2 Either party may terminate this Contract upon fifteen (15) calendar days' written notice (Notice of Imminent Default) in the event of the other party's substantial failure to perform in accordance with the terms hereof, including, but not limited to, violation of any laws or regulations of any public body having jurisdiction over this project, or if an appropriate governmental entity does not provide, or withdraws approval to perform the Work. Such written notice shall include a description of the conditions constituting breach of the Contract and provide the Breaching Party a period of time not less than five (5) days and not more than twenty (20) days within which to correct such conditions. For purposes of this Article "days" means business days. In the event that the Breaching Party does not correct such conditions contained in the Notice of Imminent Default within the designated period of time, the Terminating Party may issue a Declaration of Default and terminate the Contract.

## **14.2 OWNER'S RIGHT TO CARRY OUT THE WORK**

14.2.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor or any additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation of the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Engineer. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

## **14.3 TERMINATION FOR CONVENIENCE BY THE OWNER**

14.3.1 In addition to the termination rights specified above, Owner may terminate this Contract in whole or in part at any time by fifteen (15) calendar days' written notice to Contractor. Such termination shall be effective in the manner specified in the notice, shall be without prejudice to any claims which one party may have against the other, and shall be subject to the other provisions of this Contract.

On receipt of any termination notice, Contractor shall, except as and to the extent directed, immediately discontinue the work and the placing of orders for services, materials, facilities, and supplies in connection with the performance of the existing subcontracts upon the most satisfactory terms available to Owner. Thereafter, Contractor shall perform only such services as may be necessary to preserve and protect the work already in progress as authorized by Owner and to dispose of any property as requested by the Owner. Contractor shall cooperate fully with any transfer of responsibility of the work to any other person.

A complete settlement of all claims of Contractor upon termination of the Contract, as provided above, shall be made as follows: (a) Owner shall assume and become liable for all good faith obligations and commitments that Contractor may have undertaken or incurred in connection

with the work which have not been included in prior payments; (b) Owner shall compensate Contractor of the reasonably incurred actual costs of terminating existing subcontracts and preserving, protecting or disposing of property and performing any other necessary services after the notice of termination has been received; and (c) Owner shall pay Contractor for all work performed, prior to the date of termination, in accordance with this Contract.

Notwithstanding the above, nothing in this Contract shall limit, waive or terminate the indemnity obligations of the parties under this Contract regarding any matters resulting from or arising out of anything that occurred during the terms of this contract, including termination of this Contract.

14.3.214.2.2 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.3 If the unpaid balance of the Contract sum exceeds the costs of finishing the Work, including compensation for the Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer, upon application, in the

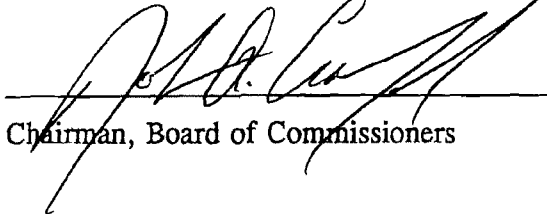


manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

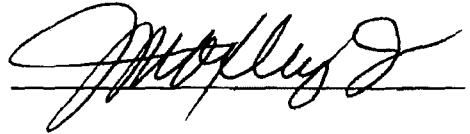
IN WITNESS WHEREOF, the Board and the Contractor have caused this contract to be duly executed as of the date and year first written above.

Agreed and accepted:

Nassau County Board of Commissioners

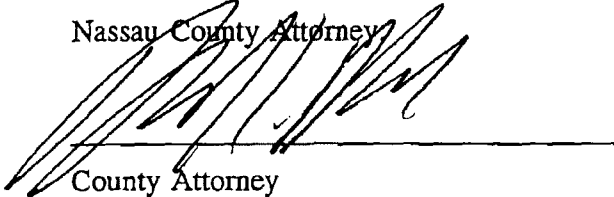
  
Chairman, Board of Commissioners

Attest:



County Clerk  
(SEAL)

Approved as to form by the  
Nassau County Attorney

  
County Attorney

CONTRACTOR:

  
Robert B. Baker, President  
Authorized Representative

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
05/30/97

## PRODUCER

**Construction Insurance Corp.**  
**2110 Herschel St.****Jacksonville FL 32204****THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****COMPANIES AFFORDING COVERAGE**

## COMPANY

**A****Travelers Indemnity Co.**

## COMPANY

**B****Pinnacle Assurance Corp**

## COMPANY

**C****South Carolina AGC**

## COMPANY

**D****GA HWY Contractors Assoc.**

## INSURED

**R.B.Baker Constr.Inc., The Baker Group Inc**  
**R B Baker Construction of Fla**  
**P. O. Box 7192**  
**Garden City GA 31418****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE                                                                                                  | POLICY NUMBER     | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                 |               |  |
|--------|--------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|-----------------------------------|----------------------------------------------------------------------------------------|---------------|--|
| A      | GENERAL LIABILITY                                                                                                  | 660210X3003TIL96  | 09/01/96                         | 09/01/97                          | GENERAL AGGREGATE                                                                      | \$ 2,000,000  |  |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                   |                   |                                  |                                   | PRODUCTS - COMP/OP AGG                                                                 | \$ 2,000,000  |  |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                                     |                   |                                  |                                   | PERSONAL & ADV INJURY                                                                  | \$ 1,000,000  |  |
|        | OWNERS & CONTRACTOR'S PROT                                                                                         |                   |                                  |                                   | EACH OCCURRENCE                                                                        | \$ 1,000,000  |  |
|        | <input checked="" type="checkbox"/> PER PROJECT AGGREGATE                                                          |                   |                                  |                                   | FIRE DAMAGE (Any one fire)                                                             | \$ 100,000    |  |
|        |                                                                                                                    |                   |                                  |                                   | MED EXP (Any one person)                                                               | \$ 5,000      |  |
|        |                                                                                                                    |                   |                                  |                                   |                                                                                        |               |  |
| A      | AUTOMOBILE LIABILITY                                                                                               | 810836G4711       | 09/01/96                         | 09/01/97                          | COMBINED SINGLE LIMIT                                                                  | \$ 1,000,000  |  |
|        | <input checked="" type="checkbox"/> ANY AUTO                                                                       |                   |                                  |                                   | BODILY INJURY (Per person)                                                             | \$            |  |
|        | <input type="checkbox"/> ALL OWNED AUTOS                                                                           |                   |                                  |                                   | BODILY INJURY (Per accident)                                                           | \$            |  |
|        | <input type="checkbox"/> SCHEDULED AUTOS                                                                           |                   |                                  |                                   | PROPERTY DAMAGE                                                                        | \$            |  |
|        | <input checked="" type="checkbox"/> HIRED AUTOS                                                                    |                   |                                  |                                   |                                                                                        |               |  |
|        | <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                |                   |                                  |                                   |                                                                                        |               |  |
|        |                                                                                                                    |                   |                                  |                                   |                                                                                        |               |  |
|        | GARAGE LIABILITY                                                                                                   |                   |                                  |                                   | AUTO ONLY - EA ACCIDENT                                                                | \$            |  |
|        | <input type="checkbox"/> ANY AUTO                                                                                  |                   |                                  |                                   | OTHER THAN AUTO ONLY:                                                                  |               |  |
|        |                                                                                                                    |                   |                                  |                                   |                                                                                        | \$            |  |
|        |                                                                                                                    |                   |                                  |                                   |                                                                                        | \$            |  |
|        |                                                                                                                    |                   |                                  |                                   |                                                                                        | \$            |  |
| A      | EXCESS LIABILITY                                                                                                   | CUP836G4723       | 09/01/96                         | 09/01/97                          | EACH OCCURRENCE                                                                        | \$ 10,000,000 |  |
|        | <input checked="" type="checkbox"/> UMBRELLA FORM                                                                  |                   |                                  |                                   | AGGREGATE                                                                              | \$ 10,000,000 |  |
|        | OTHER THAN UMBRELLA FORM                                                                                           |                   |                                  |                                   |                                                                                        | \$            |  |
| D      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                      | 80500 (GA)        | 01/01/97                         | 01/01/98                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |               |  |
|        | THE PROPRIETOR/<br>PARTNERS/EXECUTIVE<br>OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL |                   |                                  |                                   | EL EACH ACCIDENT                                                                       | \$ 1,000,000  |  |
|        |                                                                                                                    |                   |                                  |                                   | EL DISEASE - POLICY LIMIT                                                              | \$ 1,000,000  |  |
|        |                                                                                                                    |                   |                                  |                                   | EL DISEASE - EA EMPLOYEE                                                               | \$ 1,000,000  |  |
|        |                                                                                                                    |                   |                                  |                                   |                                                                                        |               |  |
| C      | OTHER                                                                                                              | 01192             | 07/01/96                         | 07/01/97                          | FL-Each Accident                                                                       | 100,000       |  |
|        | SC Workers Compensation*<br>*500/500/500                                                                           |                   |                                  |                                   | FL-Disease Pol. Lmt.                                                                   | 500,000       |  |
| B      | FL Workers Compensation                                                                                            | 407755101 FL ONLY | 10/18/96                         | 10/18/97                          | FL-Disease Ea. Emp.                                                                    | 100,000       |  |

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Construction of 20 acre Municipal Solid Waste Landfill

As respects General Liability Nassau County Board of Commissioners is additionally insured.

## CERTIFICATE HOLDER

**Nassau County Board of Commissioners**  
**416 Centre Street****Fernandina Beach FL 32034**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL

**30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**M. Sue Esser**



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/21/2002PRODUCER (904)388-1988 FAX 904-388-8199  
Construction Insurance Corp.  
2110 Herschel St.  
Jacksonville, FL 32204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED R B Baker Constr Inc, The Baker Group Inc  
R. B. Baker Construction of Florida  
Pavement Techniques, R.B. Baker Equipment Co  
100 Morgan Industrial Blvd.  
Garden City, Georgia 31408INSURER A: Zurich Insurance Company  
INSURER B: Amerisure Mutual Insurance Company  
INSURER C: Zurich Insurance Company  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                            | TYPE OF INSURANCE                                                                                         | POLICY NUMBER          | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                   |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------|----------------------------------|-----------------------------------|------------------------------------------------------------------------------------------|
| A                                                   | GENERAL LIABILITY                                                                                         | CON98517148            | 06/30/2002                       | 06/30/2003                        | EACH OCCURRENCE \$ 1,000,000                                                             |
|                                                     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |                        |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 100,000                                                    |
|                                                     | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |                        |                                  |                                   | MED EXP (Any one person) \$ 5,000                                                        |
|                                                     | <input checked="" type="checkbox"/> Contractual Liab                                                      | JOBSITE POLLUTION:     |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000                                                       |
|                                                     | <input checked="" type="checkbox"/> XCU Included                                                          | \$1,000,000 LIMIT      |                                  |                                   | GENERAL AGGREGATE \$ 2,000,000                                                           |
|                                                     | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        | BLANKET ADDL INSD INCL |                                  |                                   | PRODUCTS - COM/OP AGG \$ 2,000,000                                                       |
|                                                     | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                        |                                  |                                   |                                                                                          |
| A                                                   | AUTOMOBILE LIABILITY                                                                                      | CON98517106            | 06/30/2002                       | 06/30/2003                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                         |
|                                                     | <input checked="" type="checkbox"/> ANY AUTO                                                              |                        |                                  |                                   | BODILY INJURY (Per person) \$                                                            |
|                                                     | <input type="checkbox"/> ALL OWNED AUTOS                                                                  |                        |                                  |                                   | BODILY INJURY (Per accident) \$                                                          |
|                                                     | <input checked="" type="checkbox"/> SCHEDULED AUTOS                                                       |                        |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                                                        |
| <input checked="" type="checkbox"/> HIRED AUTOS     |                                                                                                           |                        |                                  |                                   |                                                                                          |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS |                                                                                                           |                        |                                  |                                   |                                                                                          |
|                                                     | GARAGE LIABILITY                                                                                          |                        |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                                                               |
|                                                     | <input type="checkbox"/> ANY AUTO                                                                         |                        |                                  |                                   | OTHER THAN EA ACC \$                                                                     |
|                                                     |                                                                                                           |                        |                                  |                                   | AUTO ONLY: AGG \$                                                                        |
| C                                                   | EXCESS LIABILITY                                                                                          | AUC930467400           | 06/30/2002                       | 06/30/2003                        | EACH OCCURRENCE \$ 5,000,000                                                             |
|                                                     | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                            |                        |                                  |                                   | AGGREGATE \$ 5,000,000                                                                   |
|                                                     | <input type="checkbox"/> DEDUCTIBLE                                                                       |                        |                                  |                                   | Each Occurrence \$ 5,000,000                                                             |
|                                                     | <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                   |                        |                                  |                                   | Aggregate \$ 5,000,000                                                                   |
| B                                                   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             | WC1325702              | 06/30/2002                       | 06/30/2003                        | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
|                                                     |                                                                                                           |                        |                                  |                                   | E.L. EACH ACCIDENT \$ 500,000                                                            |
|                                                     |                                                                                                           |                        |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                                    |
|                                                     |                                                                                                           |                        |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 500,000                                                   |
|                                                     | OTHER                                                                                                     |                        |                                  |                                   |                                                                                          |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Construction of 20 acre Municipal Solid Waste Landfill.

As respects General Liability Nassau County Board of Commissioners is additionally insured.

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

## CANCELLATION

Nassau County Board of Commissioners  
416 Centre Street  
Fernandina Beach, FL 32034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Kimberly Nelson/KRW