

A G R E E M E N T

THIS AGREEMENT entered into this 14 day of July, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and **Jensen Civil Construction, Inc.**, doing business as (a corporation, a partnership, or an individual), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for the Reconstruction of Lime Street from 14th Street to Citrona Drive, Nassau County, Florida, hereinafter referred to as the "Work".

2. *The Work includes, but is not limited to, the rehabilitation of the existing pavement structure and addition of sidewalks and grassed shoulders. Elements of work include removal of the existing asphalt surface treatment, reworking the existing subbase and placement of new asphalt structural course and friction course. Existing roadway to be widened to two 12 ft. lanes in each direction with a full depth reconstruction and adjustment of the roadway profile immediately east of 14th Street. Associated work includes replacement of pipe culverts, placement of new pipe and drainage structures, pavement markings and striping, signs, maintenance of traffic, and implementation of phased traffic control detour.*

All Work is to be performed per Nassau County Ordinance 99-17 and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2000, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALLY** complete the same within **one hundred fifty consecutive calendar days**, and fully complete the Project in a total of **one hundred eighty consecutive calendar days** after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the date established as provided in Section 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.

These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.

4. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

\$585,431.25

(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

5. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. The term "Contract Documents" means and includes the following:

- a. Bid Form
- b. Sworn Statement
- c. Bid Bond
- d. Agreement
- e. Notice of Award
- f. Notice to Proceed
- g. Change Order Request
- h. Performance Bond
- i. Payment Bond
- j. Hold Harmless Agreement
- k. General Conditions
- l. Special Provisions (Roadway and Utilities)
- m. Specifications prepared by the Engineer

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

9. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

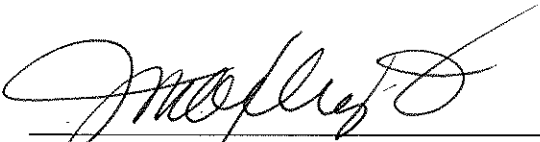
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



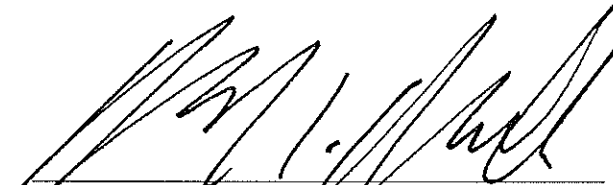
FLOYD VANZANT
Its: Chairman

ATTEST:




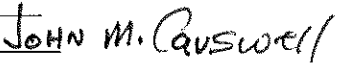
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONTRACTOR:
Jensen Civil Construction, Inc.


By: Stephen F. Jensen 
Its: via President

NOTICE OF AWARD

TO: Jensen Civil Construction, Inc.
9100 Phillips Highway
Jacksonville, Florida 32256

PROJECT DESCRIPTION:

Lime Street Reconstruction from 14th Street to Citrona Drive
Nassau County, Florida

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated June 8, 2004, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$585,431.25.

You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as such you forfeit your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

DATED this 4th day of August, 2004.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



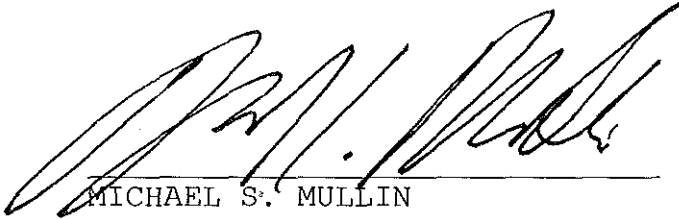
FLOYD VANZANT
Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney




MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

Jensen Civil Construction, Inc., this 11 day of
August, 2004



By: John M. Carswell
Its: Vice President

Nassau County
Department of Public Works

County
Contractor

Field

Other

CHANGE ORDER REQUEST

PROJECT: _____ CHANGE ORDER NUMBER: _____

DATE: _____

CONTRACT NUMBER: _____

TO CONTRACTOR: _____

The Contract is changed as follows:

Original Contract Sum	\$	_____
Net change by Previous Change Order	\$	_____
Contract Sum Prior to This Change Order	\$	_____
Amount of This Change Order (Add/Deduct)	\$	_____
New Contract Sum, Including this Change Order	\$	_____

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by _____ days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: _____ DATE: _____
Resident Project Representative

ACCEPTED BY: _____ DATE: _____
Contractor

Approved by: _____ DATE: _____
Board of County Commissioners
Or their Designee

INSERT CERTIFICATE(S) OF INSURANCE

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

JENSEN CIVIL CONSTRUCTION, INC.
P.O. BOX 56317
JACKSONVILLE, FL 32241-6317



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Expiration Date(s)	Policy Number(s)	Limits of Liability		
<input type="checkbox"/>	Continuous*			Coverage afforded under WC law of the following states:	Employers Liability	
<input checked="" type="checkbox"/>	Extended Policy Term	10/01/2004	WC2-151-277087-013		FL, GA	Bodily Injury By Accident
				\$500,000		
					Bodily Injury By Disease	Policy Limit
					\$500,000	
					Bodily Injury By Disease	Each Person
					\$500,000	
Workers Compensation						
General Liability		07/01/2005	TB2-151-277087-054	General Aggregate-Other than Prod/Completed Operations		
<input type="checkbox"/> Claims Made				\$2,000,000		
<input checked="" type="checkbox"/>	Occurrence			Products/Completed Operations Aggregate		
Retro Date				\$1,000,000		
				Bodily Injury and Property Damage Liability		Per Occurrence
		\$1,000,000				
		Personal and Advertising Injury		Per Person / Organization		
		\$1,000,000				
		Other Liability		Other Liability		
Automobile Liability		07/01/2005	AS2-151-277087-024	Each Accident - Single Limit - B. I. and P. D. Combined		
<input checked="" type="checkbox"/>	Owned			\$1,000,000		
<input checked="" type="checkbox"/>	Non-Owned			Each Person		
<input checked="" type="checkbox"/>	Hired			Each Accident or Occurrence		
				Each Accident or Occurrence		
Umbrella Excess Liability		07/01/2005	TH1-151-277087-064	\$5,000,000 Combined Single Limit Bodily Injury & Property Damage Over Underlying Policy Limits		

C O M M I S S I O N E R S Reconstruction of Lime Street from 14th Street to Citrona Drive, Nassau County, Florida

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : JACKSONVILLE, FL Phone: 904-363-0099

Certificate Holder:

Board of Commissioners of Nassau County
PO Box 1010
Fernandina Beach, FL 32035

DAVID DAWSON

Authorized Representative

COMMON-LAW COMBINED PERFORMANCE AND PAYMENT BOND:

The Common-Law Combined Performance and Payment Bond shall be in the following form:

BY THIS BOND, We _____, as Principal whose principal business address and telephone number are _____, and _____, a corporation, as Surety, whose principal address and telephone number are bound to the Board of County Commissioners of Nassau County, Florida, herein called Owner, whose principal business address and phone number are Post Office Box 1010, Fernandina Beach, FL 32035-1010, 904-321-5782, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

A description of the project sufficient to identify it is: _____.

The improvements are generally described as follows: _____.

NOTE: The Bond shall be recorded in the public records of Nassau County.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, and whose contract number designated by Owner is _____, between Principal and Owner for construction of _____, the Contract being made a part of this Bond by reference and call the "Contract" herein, at the times and in the manner prescribed in the Contract; and

2. Pays Owner all for losses, damages, including delay or liquidated damages, and losses and damages due to latent or patent defects that Owner sustains because of a default by Principal under the Contract; and

3. Pays Owner all for expenses, costs, and attorneys' fees, including such fees in appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

5. Protects, indemnifies, keeps and saves harmless the Owner against all claims, liabilities, judgments, costs, damages, expenses, and attorneys' fees that may in any way accrue or come against the Owner as a result of the breach of Contract or other actions of the Principal arising out of the work of the Principal, or that may in any way result from the acts, carelessness, or neglect of the Principal, its agents, employees, workers, or subcontractors, in any respect whatsoever, or that may result on account of any infringement of any patent, trademark, or copyright by reason of the materials, machinery, processes, devices, or apparatus used or furnished in the performance of the Contract; and

6. Promptly makes payments to all claimants, as defined in Florida Statutes, 255.05(1), who furnish labor, services, or materials for the prosecution of the work provided for in the Contract; then this Bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

The forty-five (45) day notice, the ninety (90) day notice, and the time within which to file an action, provided by Florida Statutes, 255.05, and the manner of giving notices provided by Florida Statutes, 713.18, shall apply to claimants on the payment bond undertaking of this Bond.

Performance and Payment Bond

Public Work

Surety Bond No.: 6283497

As to the Contractor/Principal:

Name: Jensen Civil Construction, Inc.

Principal Business Address: 9100 Phillips Highway, Jacksonville, FL 32241

Telephone: (904) 268-7766

As to the Surety:

Name: Safeco Insurance Company of America

Principal Business Address: 2055 Sugarloaf Circle, Duluth, GA 30097

Telephone: (678) 417-3080

As to the Owner of the Property/Contracting Public Entity:

Name: Nassau County Board of County Commissioners

Principal Business Address: P.O. Box 1010, Fernandina Beach, FL 32035

Telephone: (904) 321-5782

Project Description: Reconstruction of Lime Street from 14th Street to Citrona Drive, Nassau County, FL

Legal Description of Project: Reconstruction of Lime Street from 14th Street to Citrona Drive, Nassau County, FL

This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that All provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/ payment bond(s) regardless of preprinted numbers on the other pages issued in compliance with Florida Statute 255.05

G. K.
9/2/04

COMMON-LAW COMBINED PERFORMANCE AND PAYMENT BOND:

The Common-Law Combined Performance and Payment Bond shall be in the following form:

Bond #6283497

BY THIS BOND, We Jensen Civil Construction, Inc., as Principal whose principal business address and telephone number are 9100 Phillips Highway, Jacksonville, FL 32241, and * a corporation, as Surety, whose principal address and telephone number are bound to the Board of County Commissioners of Nassau County, Florida, herein called Owner, whose principal business address and phone number are Post Office Box 1010, Fernandina Beach, FL 32035-1010, 904-321-5782, in the sum of \$ 585,431.25, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

*SAFECO INSURANCE COMPANY OF AMERICA, 2055 Sugarloaf Circle, Duluth, GA 30097

A description of the project sufficient to identify it is:
Reconstruction of Lime Street from 14th Street to Citrona Drive

The improvements are generally described as follows: Reconstruction of Lime Street from 14th Street to Citrona Drive.

NOTE: The Bond shall be recorded in the public records of Nassau County.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated July 14, 2004, and whose contract number designated by Owner is NC024-04, between Principal and Owner for construction of Lime Street, the Contract being made a part of this Bond by reference and call the "Contract" herein, at the times and in the manner prescribed in the Contract; and

2. Pays Owner all for losses, damages, including delay or liquidated damages, and losses and damages due to latent or patent defects that Owner sustains because of a default by Principal under the Contract; and

3. Pays Owner all for expenses, costs, and attorneys' fees, including such fees in appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

5. Protects, indemnifies, keeps and saves harmless the Owner against all claims, liabilities, judgments, costs, damages, expenses, and attorneys' fees that may in any way accrue or come against the Owner as a result of the breach of Contract or other actions of the Principal arising out of the work of the Principal, or that may in any way result from the acts, carelessness, or neglect of the Principal, its agents, employees, workers, or subcontractors, in any respect whatsoever, or that may result on account of any infringement of any patent, trademark, or copyright by reason of the materials, machinery, processes, devices, or apparatus used or furnished in the performance of the Contract; and

6. Promptly makes payments to all claimants, as defined in Florida Statutes, 255.05(1), who furnish labor, services, or materials for the prosecution of the work provided for in the Contract; then this Bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

The forty-five (45) day notice, the ninety (90) day notice, and the time within which to file an action, provided by Florida Statutes, 255.05, and the manner of giving notices provided by Florida Statutes, 713.18, shall apply to claimants on the payment bond undertaking of this Bond.

WITNESS WHEREOF, this instrument is executed in Three (3)
(number), one of which shall be deemed an original, this 11
day of August, 2004.

PRINCIPAL:

Michele D. Hubert

Michele D. Hubert

(Printed Name of Witness)

Mary B. Michaels

Mary B. Michaels

(Printed Name of Witness)

JENSEN CIVIL CONSTRUCTION, INC.

By: John M. Carswell

Its: John M. Carswell, Vice President

SURETY:

Tina Montanez

Tina Montanez

(Printed Name of Witness)

SAFECO INSURANCE COMPANY OF AMERICA

By: Mary P. Mulcahey

Its: MARY P. MULCAHEY
ATTORNEY-IN-FACT

Annette Evans

Annette Evans

(Printed Name of Witness)

NOTE: Date of Bond must not be prior to the date of the Contract.

If Contractor is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasure Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida.



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 13005

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****FITZHUGH K. POWELL, JR.; MARY P. MULCAHEY; Jacksonville, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of May, 2003

Handwritten signature of Christine Mead

CHRISTINE MEAD, SECRETARY

Handwritten signature of Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11 day of August, 2004



Handwritten signature of Christine Mead

CHRISTINE MEAD, SECRETARY

**IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING
THE TERRORISM RISK INSURANCE ACT OF 2002**

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company of America, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law.

At this time there is no premium change resulting from this Act.

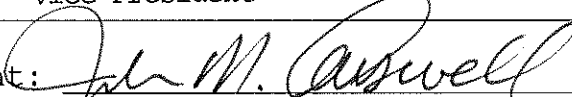
HOLD HARMLESS AGREEMENT

Jensen Civil Construction, Inc. (Contractor), its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless, and defend the Board of County Commissioners of Nassau County, Florida, and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the Owner as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the Contractor, its agents, servants, or employees during and as a result of the performance under this Contract whether direct or indirect, and whether to any person or property to which the Owner or said parties may be subject.

Name of Firm: Jensen Civil Construction, Inc.

Name of Agent: John M. Carswell

Title of Agent: Vice President

Signature of Agent: 

Date: August 11, 2004

GENERAL CONDITIONS

SECTION:

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Unit Price Work
15. Changes in Contract Price
16. Time for Completion and Liquidated Damages
17. Correction of Work
18. Subsurface Conditions
19. Suspension of Work, Termination, and Delay
20. Payment to Contractor
21. Acceptance of Final Payment as Release
22. Insurance
23. Contract Security
24. Assignments
25. Indemnification
26. Separate Contracts
27. Subcontracting
28. Engineer's Authority
29. Land and Right-of-Way
30. Guaranty
31. Disputes
32. Taxes
33. Determination of Lowest Qualified Bidder
34. Acceptance and Rejections of Proposals
35. Pre-Construction Conference
36. Experience-Process Equipment Manufacturers
37. Record Drawings
38. Operating, Maintenance, and Service Manuals
39. Operating Instructions
40. Examination of Plans, Sites, Etc.
41. Florida Deceptive and Unfair Trade Practices Act
42. Waiver of Trial By Jury and Venue

1. **Definitions:**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

(a) **Addenda** - written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections; a change made prior to bid opening.

(b) **Application for Payment** - the form accepted by the Owner which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

(c) **Bid** - the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

(d) **Bidder** - any person, firm, or corporation submitting a Bid for the Work.

(e) **Bonds** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.

(f) **Change Order** - a written order to the Contractor, which is signed by the Contractor and the Owner, authorizing an addition, deletion, or revision to the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

(g) **Contract Documents** - the Contract Documents are defined as those listed in the Agreement and together, comprise the entire Agreement between Owner and Contractor.

(h) **Contract Price** - the total monies payable to the Contractor under the terms and conditions of the Contract Documents subject to the provisions of General Condition, Section 15.

(i) **Contract Time** - the number of consecutive calendar days stated in the Contract Documents for substantial or full completion of the Work.

(j) **Contractor** - the person, firm, or corporation with whom the Owner has executed the Agreement.

(k) **Drawings** - the part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

(l) **Field Order** - a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner or its Resident Project Representative(s) to the Contractor during construction.

(m) **Engineer** - the person, firm, or corporation with whom the Owner has contracted for this Project for engineering services.

(n) **Notice of Award** - written notice of acceptance of the Bid from the Owner to the successful Bidder.

(o) **Notice to Proceed** - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

(p) **Owner** - Board of County Commissioners of Nassau County, Florida.

(q) **Project** - the undertaking to be performed as provided in the Contract Documents.

(r) **Resident Project Representative(s)** - the authorized representative(s) of the Owner who is/are assigned to the Project site or any part thereof.

(s) **Shop Drawings** - all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

(t) **Specifications** - a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

(u) **Subcontractors** - an individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.

(v) **Substantial Completion** - that date as certified by the Owner or its Resident Project Representative(s) when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part thereof can be utilized for the purposes for which it is intended.

(w) **Supplemental General Conditions** - modifications to General Conditions required by an Agency for participation in the Project and approved by the Agency in writing prior to inclusion in the Contract Documents.

(x) **Suppliers** - any person, supplier, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

(y) **Underground Facilities** - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic, or other control systems, or water.

(z) **Work** - all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

(aa) **Written Notice** - any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. Additional Instruction and Detail Drawings:

The Contractor may be furnished additional instruction and detail drawings by the Owner or its Resident Project

Representative(s), as necessary to carry out the Work required by the Contract Documents.

The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. Schedules, Reports, and Records:

The Contractor shall submit to the Owner or its Resident Project Representative(s) such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner or its Resident Project Representative(s) may request concerning Work performed or to be performed.

Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates of which he will start the various parts of the Work, estimated date of completion of each part, and, as applicable, the dates at which special detail drawings will be required; and respective dates for submission of Shop Drawings, the beginning of manufacture; the testing and the installation of materials, supplies, and equipment.

The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work. The schedule shall consist of a detailed breakdown of the contract price, giving the quantities of various kinds of work and the unit prices for materials and labor and total prices thereof.

4. Drawings and Specifications:

Unless otherwise specifically stated herein, or shown on the plans, Nassau County Ordinance 99-17 and the 2000 edition of Standard Specifications for Road and Bridge Construction and supplements thereto, as prepared by the Florida Department of Transportation, in its entirety, shall govern this project.

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials (not furnished by the Owner), tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the

Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

In case of discrepancy, the governing order of documents shall be as follows:

1. Plans
2. Special Provisions
3. Specifications Prepared by Engineer
4. Road Design, Structures, and Traffic Operations Standards
5. Supplemental Specifications
6. Standard Specifications

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Owner or its Resident Project Representative(s), in writing within three days of discovery, who shall promptly correct such inconsistencies or ambiguities in writing after consultation with the Engineer. The Contractor will not be allowed to take advantage of any discrepancies, inconsistencies or ambiguities as full instructions will be furnished by the Owner. The Contractor shall not be liable for damages resulting from such discrepancies, inconsistencies or ambiguities in the Contract Documents unless the Contractor recognized such discrepancies, inconsistencies or ambiguities and knowingly failed to report it to the Owner. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. **Shop Drawings:**

The Contractor shall provide the Engineer with Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer will then promptly review all Shop Drawings. The Engineer's approval of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of the Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in

conformance with the requirements of the Contract Documents. Five (5) copies of each shop drawing will be required for submission.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer and the Owner or specifically authorized by the Owner. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer and the Owner.

6. **Materials, Services, and Facilities:**

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as inspected by the manufacturer.

Materials, supplies, or equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer and the Owner.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. **Inspection and Testing:**

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with FDOT requirements.

The Contractor shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

The Owner shall provide all other inspection and testing services not required by the Contract Documents.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Owner or its Resident Project Representative(s) timely notice of readiness. The Contractor will then furnish the Owner or its Resident Project Representative(s) the required certificates of inspection, testing, or approval.

Neither observations by the Engineer nor inspections, tests, or approval by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Owner or its Resident Project Representative(s) will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal and State agency shall be permitted to inspect all work; materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered prior to acceptance by the Owner or its Resident Project Representative(s) or contrary to the written request of the Owner or its Resident Project Representative(s), it must, if required by the Engineer or the Owner, be uncovered for his observation and replaced at the Contractor's expense.

If sufficient notice has been provided in writing to the Owner or the Resident Project Representative(s), then any Work that has been covered which the Owner or its Resident Project Representative(s) has not specifically requested to observe prior to its being covered, or if the Owner or its Resident Project Representative(s) considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Owner or its Resident Project Representative(s)' request, will uncover, expose, or otherwise

make available for observation, inspection, or testing as the Owner or its Resident Project Representative(s) may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection, and testing of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order will be issued.

The Owners Resident Project Representative, shall have no authority to permit deviations from, nor to relay any of the provisions of, the Contract Documents no to delay the Contract by failure to inspect the materials and work without reasonable promptness without the written permission or instruction of the Engineer.

8. **Substitutions:**

Whenever shown or specified in the Contract Documents, the brands, make of materials, devices or equipment shall be regarded as the design standard. If the Contractor wishes to submit alternate brands, makes of materials, devices or equipment he shall submit to the Owner or its Resident Project Representative(s) supportive data from the manufacturer with his Bid. The alternate items are to be of equal quality, workmanship, durability, performance and economy of operation.

The Contractor shall be, in the event that the alternates are approved by the Engineer, responsible for any and all changes in construction at no additional cost to the Owner.

Alternate items which require major design or construction alterations shall not be approved by the Engineer or its Resident Project Representative(s).

In all cases, new materials shall be used unless this provision is waived by written notice from the Owner and Engineer.

9. **Patents:**

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer 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 Owner or its Resident Project Representative(s).

10. **Surveys, Permits, Regulations:**

From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholds, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. The Contractor shall deliver these records in good order to the County as the work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to the County prior to, and as a condition of, final payment.

The Contractor shall carefully preserve bench marks, reference points, and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner or its Resident Project Representative(s) in writing and any necessary changes shall be adjusted as provided in Section 13, Changes in Work.

11. **Protection of Work, Property, and Persons:**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor will be exclusively responsible for safety. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawn, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. Neither the County nor its Engineer shall be responsible for nonperformance by the utility owners.

The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner or its Resident Project Representative(s), shall act to prevent threatened damage, injury, or loss. He will give the Owner or its Resident Project Representative(s) prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order may thereupon be issued covering the changes and deviations involved.

Location and Damage to Existing Facilities, Equipment or Utilities: As far as possible, all existing utility lines in the Project area have been shown on the plans. However, the County does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities, and additional costs suffered as a result thereof.

The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

The Contract shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be

completely repaired within a reasonable time; needless delay will not be tolerated. The County reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

12. **Supervision by Contractor:**

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and safety of construction otherwise not specified in the construction documents. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site.

The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Supervisor shall be as binding as if given to the Contractor. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. The supervisor shall always be reachable via telephone during work hours if not present at the project site.

13. **Changes in the Work:**

The Owner or its Resident Project Representative(s) may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The Owner or its Resident Project Representative(s) Owner or its Resident Project Representative(s), also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or its Resident Project Representative(s) unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Owner or its Resident Project Representative(s) Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and

the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner or its Resident Project Representative(s).

14. **Unit Price Work:**

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purposes of comparison of Bids and determining an initial Contract Price. Actual quantities will be determined by the Owner or its Resident Project Representative(s) and verified by the Contractor as required to complete the Work.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

15. **Changes in Contract Price:**

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit Prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed ten percent (10%) of the actual cost of the Work to cover the cost of general overhead and profit.

16. **Time for Completion and Liquidated Damages:**

The date of beginning and the time of completion of the Work are essential conditions of the Contract Documents and the

Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to substantially or fully complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for consequential damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with damages or any excess cost when the delay in the completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer:

(a) To any preference, priority, or allocation order duly issued by the Owner.

(b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

(c) To any delays of Subcontractor occasioned by any of the causes specified in Paragraphs 16 (a) and 16 (b) of this Article.

17. **Correction of Work:**

The Contractor shall promptly remove from the premises all Work rejected by the Owner, Engineer, or its Resident Project Representative(s) for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in

accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

18. **Subsurface Conditions:**

The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner or its Resident Project Representative(s) by Written Notice of:

(a) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

(b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner or its Resident Project Representative(s) shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a Change Order.

Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner or its Resident Project Representative(s) may, if it determines the facts so justify, consider and adjust such claims asserted before the date of final payment.

19. **Suspension of Work, Termination, and Delay:**

The Owner may, at any time and without cause, suspend the Work on any portion thereof for a period of not more than ninety (90) days or until such time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer, which Notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The

Contractor will be allowed an extension of the contract Time directly attributable to any suspension.

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, regulations or orders of any public body having jurisdiction of the Work, or if he disregards the authority of the Owner or its Resident Project Representative(s), or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment, and machinery therein owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor whether existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of Court or other public authority, or the Owner or its Resident Project Representative(s) fails to act on any request for payment within forty-five (45) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum awarded by a mediator within thirty (30) days of its approval and presentation, the Contractor may after ten (10) days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition to and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days Written Notice to the Owner, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued for adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to the stoppage of the Work.

Extension to the contract time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the contract time. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

1. Contractor being unable to work at least fifty (50%) percent of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
2. Contractor must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the Contractor, and providing that the Contractor was unable to work at least fifty (50%) percent of the normal workday on controlling items of work identified on the accepted schedule or updates.

No Damages For Delay: If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions or any other causes beyond the control of the Contractor, then the required completion date or duration set forth in the progress schedule shall be extended by

the amount of time that the Contractor shall have been delayed thereby. However, to the fullest extent permitted by law, the County and its agents and employees, shall not be held responsible for any loss or damage sustained by the Contractor, or additional costs incurred by the Contractor, through delay caused by the County, its agents or employees, or any other Contractor, through delay caused by Authority, its agents or employees, or any other Contractor or Subcontractor, or by any other cause, and Contractor agrees that the sole remedy therefore shall be an extension of time.

20. **Payment to Contractor:**

At least ten (10) days before each progress payment falls due (but no more often than once a month), the Contractor will submit to the Nassau County Clerk of Courts, Post Office Box 4000, Fernandina Beach, Florida 32035 a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Owner or its Resident Project Representative(s) may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial estimate shall also be accompanied by such supporting data, satisfactory to the Owner or its Resident Project Representative(s), as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The application for payment shall include a list of Subcontractors employed by the Contractor that provided or performed work included in the application, the Subcontractors' partial release of lien from the previous payment and an updated progress schedule.

The Owner or its Resident Project Representative(s) will, within twenty (20) days after receipt of each partial payment estimate, either indicate in writing his approval of payment or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

The Owner will, within forty-five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act, of presentation to it of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract documents. The Owner at any time, however, after fifty percent (50%) of the Work has been completed may reduce the retainage to five percent (5%) on the current and remaining estimates. The Owner may reinstate up to ten percent (10%) retainage if the Owner determines, at its sole discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such retainage. The Owner may accept securities negotiable without recourse, condition, or restriction, a release of retainage bond, or an irrevocable letter of credit provided by the Contractor in lieu of all or part of the cash retainage.

On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

Upon completion and acceptance of the Work, the Owner shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents.

The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within forty-five (45) days of completion and acceptance of the Work.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay the unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is

furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party.

In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Contractor shall follow the following procedure: Contractor shall provide to Owner, with the application for payment, an updated accounts payable aging report for the Project. In addition, Contractor shall provide Owner the payment checks for all materials, equipment, subcontractors, and other expenses related to the Project for review. Each payment shall include a request for written release of lien. The above conditions being met and approval of the pay request by the Engineer being received, Owner will pay the Contractor at the next scheduled pay date.

In order for Owner to approve subsequent pay requests, Contractor shall provide Owner with release of lien statements for payments made on the previous pay request.

21. **Acceptance of Final Payment as Release:**

Whenever the Contractor has completely performed the Work provided for under the Contractor and the Owner has performed a final inspection and made final acceptance, the Contractor will prepare a final estimate showing the value of the Work as soon as the Contractor makes the necessary measurements and computations. The Contractor will correct all prior estimates and payments in the final estimate and payment. The Owner will pay the amount in the estimate, less any sums that the Owner retained under the provisions of the Contract, as soon as practicable after final acceptance of the Work.

Before issuance of final payment, the Contractor shall deliver to the County a complete release of all liens arising out of this contract, receipts in full in lieu of thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with

the Work has been paid, or a consent of the surety to final payment; and the final corrected as-built drawings.

The acceptance by the Contractor of final payment shall be and shall operate as release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and other relating to or arising out of this Work.

Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

22. **Insurance:**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workers' compensation, disability benefit, and other similar employee benefit acts;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

(c) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

(e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificate(s) of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificate(s) shall contain a provision that coverages afforded under the policies will not be cancelled unless at

least fifteen (15) days prior Written Notice be given to the Owner.

The Contractor shall procure and maintain, at his expense, during the Contract Time, liability insurance as hereinafter specified:

(1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$3,000,000.00 for any such damages sustained by two or more persons in any one accident.

Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of not less than \$1,000,000.00 for any such damage sustained by two or more persons in any one accident.

The Contractor must procure a contractual liability endorsement to the comprehensive general liability insurance policy to indemnify (hold harmless) the Owner and Engineer for claims arising out of the Contractor's negligence.

(2) The contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest(s) may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Florida, Workers' Compensation Insurance, including occupational disease provisions, for all his employees at the site of the Project and, in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation

Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner.

23. **Contract Security:**

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

Such Bonds shall be executed by the Contractor and a corporate bonding company licensed in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds, as published in the Treasury Department Circular number 570. The expense of these Bonds shall be borne by the Contractor.

If at any time a surety on such Bond is declared a bankrupt or loses its right to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall within ten (10) days after Notice from Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond(s) shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

24. **Assignments:**

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

25. **Indemnification:**

The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of its 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 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' Compensation acts, disability benefit acts, or other employee benefits act.

The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, options, reports, surveys, Change Orders, designs, or Specifications.

26. **Separate Contracts:**

The Owner reserves the right to let other contracts in connection with the Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work with the Contractor's. If the proper execution or results of any part of the Contractor's work depends upon the Work of any other

Contractor, the Contractor shall inspect and promptly report to the Owner or its Resident Project Representative(s) any defects in such Work that render it unsuitable for such proper execution and results.

The Owner may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with the Owner's.

If the performance of additional Work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections 15 and 16.

27. **Subcontracting:**

The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

28. **Engineer's Authority:**

The Engineer will make visits to the site at the Owner's request and determine if the Work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer and the Owner will not be responsible for the construction's means, controls, techniques, sequences, procedures, or construction safety.

29. **Land and Right-of-Way:**

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

30. **Guaranty:**

The Contractor shall guarantee all materials and equipment furnished and the Work performed for a period of one (1) year from the date of final acceptance. The Contractor warrants and guarantees for a period of one (1) year from the date of Final Acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The

Performance Bond shall remain in full force and effect throughout the guaranty period.

31. **Disputes:**

Any dispute arising under this contract, shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator, with a copy to the Contracts Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Contract Manager or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contract Manager or his/her designee, and the County Attorney, County Administrator and the Contract Manager or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Contract Manager. If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties of this Contract arising out of or relating to this Contract or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

32. **Taxes:**

The Contractor will pay all sales, consumer, use, and other similar taxes required by the State of Florida.

33. **Determination of Lowest Qualified Bidder:**

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy

the Owner that such Bidder is properly outfitted to carry out the obligations of the Contract and to complete the Work contemplated therein. Responsibility of the Bidder will be based on whether a permanent place of business is maintained, has adequate plant equipment to do the Work properly and within the established time limit, and has the financial status to meet his obligations contingent to the Work.

Only qualified Bidders who have adequate experience, finances, equipment, and personnel will be considered in making awards. The Owner also reserves the right to make award for an amount of work less than the total indicated, in order to come within proposed funds for the Project. Except where the Owner exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the Owner to both a qualified and responsible Bidder who has submitted the lowest bid.

34. **Acceptance or Rejection of Proposals:**

The Owner reserves the right to waive informalities in or to reject any or all Bids. Bid envelopes must, however, bear on the outside the name of the Bidder and his address. Otherwise the Bid shall not be opened.

Any proposal which is incomplete, obscure, or irregular may be rejected; any proposal having erasures or corrections in the Bid Proposal may be rejected; any proposal which omits a bid price may be rejected; any Proposal in which manufacturers of equipment or subcontractors are not listed may be rejected; any Proposal accompanied by an insufficient or irregular certified check of Bid Bond may be rejected. Conditional bids will be not accepted. Any proposals may be withdrawn prior to the scheduled time for opening of such or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered. No Bidder may withdraw a Proposal within thirty (30) days after the actual date of the opening thereof. Should there be any reason why the Contract cannot be awarded within thirty (30) days after the opening of the Proposals, the time may be extended by mutual agreement between the Owner and the Bidder.

35. **Pre-Construction Conference:**

Shortly after the Notice of Award and the signing of the Contract forms, the Owner shall notify the Contractor(s) of the date for a Pre-Construction conference.

The Contractor(s) shall attend this conference and be prepared to discuss organization, start dates, construction schedules, supervision, communication, safety, and various other pertinent items. Minutes of the meeting will be recorded by the Owner, and a written summary will be available upon request.

36. **Experience-Process Equipment Manufacturers:**

Process equipment manufacturers shall have a minimum of five (5) years experience in the design and manufacturing of their product. The manufacturer of each item of equipment shall, in writing, provide to the Owner a list of installations of their equipment and operational data from a similar type installation. Test data or pilot plan data is NOT acceptable.

In lieu of the above, the Owner shall require a Performance Bond or Cash Bond of not less than one hundred fifty percent (150%) of the cost of the equipment, including installation, and also a five (5) year warranty guarantee on the piece of equipment, unless otherwise stipulated under other specific items in these specifications.

37. **Record Drawings:**

Record Drawings shall be kept by each Contractor showing any items of construction and equipment for which he is responsible. These records shall also show any additional work, existing features, or utilities revealed by construction work which are not shown on the Contract Drawings. These records shall be kept up-to-date daily. They may be kept on a marked set of Contract Documents to be furnished prior to the beginning of the Work. They shall be available at all times during construction for reference by the Engineer and the Owner, and shall be delivered to the Owner upon completion of the Work and reviewed by the Engineer prior to final payment.

38. **Operating, Maintenance, and Service Manuals:**

If applicable, each Contractor is required to provide three (3) complete Operating, Maintenance, and Service Manuals for all equipment for the entire system as furnished under his contract.

The manual shall be indexed and bound in hard cover binders containing full information for each system, piece of equipment, and all controls.

Material submitted shall include, but not be limited to, the following:

- (a) Manufacturer's descriptive literature
- (b) Normal equipment operating characteristics
- (c) Performance data, curves, ratings, etc.
- (d) Wiring diagrams
- (e) Control diagrams with written descriptions of operations
- (f) Manufacturer's maintenance and service manuals
- (g) Spare parts and replacement parts lists
- (h) Name, address, and telephone number of local or nearest manufacturer's service organization.

All items shall be identified with the same identification, name, mark, number, etc., as indicated on drawings. All material must be submitted to the Owner or its representative(s) within six (6) months after award of the Contract.

39. **Operating Instructions:**

Unless otherwise specified in the Project Specifications, the following requirements shall be met:

(a) Contractors shall make available to the Owner, after all equipment is in operation and at a time agreed upon by Owner and Contractor, competent instructors well versed in the operation of the process, mechanical and electrical systems for the purpose of training Owner's personnel in all phases of operation of the equipment and systems.

(b) Instructions shall be conducted during consecutive normal working days, for a period satisfactory to the Owner.

(c) When deemed necessary by the Owner, these instructions shall include the services of factory-approved representatives for all major equipment, including controls.

40. **Examination of Plans, Site, Etc.:**

The Bidder(s) must examine for themselves the Specifications, Plans, profiles, etc., the location of the proposed Work, and exercise their own judgment as to the extent

of the Work to be done, and difficulties attending the erection of the Work; and the Contractor must assume all risks of variance in any computations, by whosoever made, of statements of amounts or quantities necessary to complete the Work required by the Contract, and agree to fully complete said Work in accordance with all plans and Specifications for the price bid. Any item or quantities contained either in the Specifications, or on profiles or Drawings, but omitted from the others respectively, will be considered part of the Work. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor of services.

41. **Florida Deceptive and Unfair Trade Practices Act:**

CS/SB 1066 by the Committee on Judiciary, relating to the Florida Deceptive and Unfair Practices Act: Deletes the definitions of "consumer transaction" and "supplier", substituting instead a definition for "trade or commerce" and "thing of value". Amends the definition of "violation" to include a violation of any rules promulgated pursuant to the Federal Trade Commission of the Federal Courts, any law statute, rule, regulation, or ordinance, which proscribes unfair methods of competition, unfair, deceptive, or unconscionable acts or practices. Reduces the time period during which a petition for an order modifying or setting aside a subpoena may be made. Provides for penalties, fees, and costs for intentional noncompliance with a subpoena. Exempts an act or practice involving the sale, lease, rental, or appraisal of real estate by a person licensed under Chapter 475, Florida Statutes, if the act or practices violates the provisions of that Chapter. Provides a misdemeanor penalty to persons who see used goods as new. Effective Date: June 30, 1993.

42. **Waiver of Trial By Jury**

Both parties agree by the execution of this Agreement to waive any entitlement to a jury trial. Any trial shall be a bench or "Judge" trial and venue for any trial shall be Nassau County, Florida.

CHANGE ORDER APPROVAL FORM

PROJECT: Lime Street Reconstruction

CHANGE ORDER NUMBER: 01

DATE: November 9, 2004

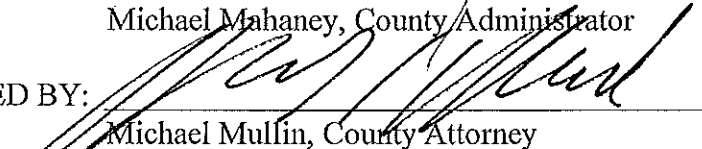
CONTRACT NUMBER: NC024-04

TO CONTRACTOR: Jensen Civil Construction

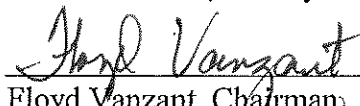
Original Contract Sum.....	\$	<u>585,431.25</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>585,431.25</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>2,892.00</u>
New Contract Sum Including this Change Order.....	\$	<u>588,323.25</u>

APPROVED BY: 
Michael Mahaney, County Administrator

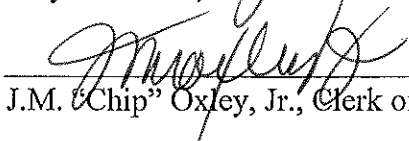
DATE: 11-18-04

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 11-10-04

APPROVED BY: 
Floyd Vanzant, Chairman

DATE: 11-10-04

APPROVED BY: 
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 11-10-04

County
 Contractor
 Field
 Other

CHANGE ORDER REQUEST

PROJECT: Lime Street Reconstruction CHANGE ORDER NUMBER: 01

DATE: November 2, 2004

CONTRACT NUMBER: NC024-04

TO CONTRACTOR: Jensen Civil Construction

9100 Phillips Highway, Jacksonville, FL 32256

The contract is changed as follows:

Adjust original contract quantities to reflect owner requested change. Change requested is for the addition of driveway cut at approx. Sta. 9+75.

<u>Item#</u>	<u>Description</u>	<u>Contract Qty.</u>	<u>Revised Qty</u>	<u>Change in Value</u>
6	Regular Excavation	1328 CY	1348 CY	160.00
9	Roadway Type B Stab. (12")	5724 SY	5806 SY	492.00
11	Limerock Base (6")	3117 SY	3199 SY	820.00
12	Type S1 Asph. Conc. (2½")	8522 SY	8604 SY	820.00
41	Handicap Ramps	0 EA	2 EA	600.00

Original Contract Sum..... \$ 585,431.25

Net Change by Previous Change Order..... \$ 0.00

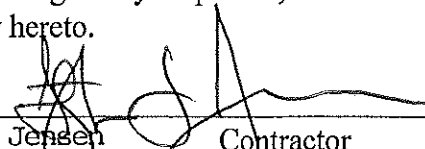
Contract Sum Prior to This Change Order..... \$ 585,431.25

Amount of This Change Order (Add/Deduct)..... \$ 2,892.00

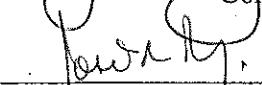
New Contract Sum Including this Change Order..... \$ 588,323.25

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: 
 Stephen F. Jensen Contractor

DATE: 11/2/04

APPROVED BY: 
 Jose Deliz, P.E., Engineering Services Dir.

DATE: 09 NOV 04

CHANGE ORDER APPROVAL FORM

PROJECT: Lime Street Reconstruction


CHANGE ORDER NUMBER: 02

DATE: November 9, 2004

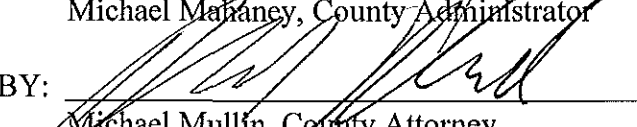
CONTRACT NUMBER: NC024-04

TO CONTRACTOR: Jensen Civil Construction

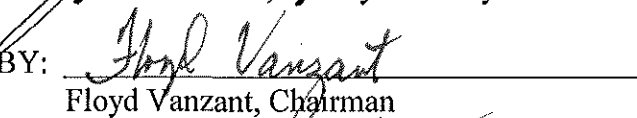
Original Contract Sum.....	\$	<u>585,431.25</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>2,892.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>588,323.25</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>1,045.00</u>
New Contract Sum Including this Change Order.....	\$	<u>589,368.25</u>

APPROVED BY: 
Michael Mahaney, County Administrator

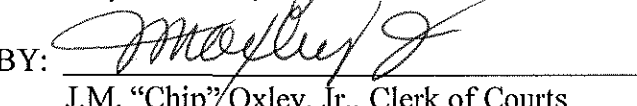
DATE: 11-18-04

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 11-12-04

APPROVED BY: 
Floyd Vanzant, Chairman

DATE: 11-10-04

APPROVED BY: 
J.M. "Chip" Oxley, Jr., Clerk of Courts

DATE: 11-10-04

County
 Contractor
 Field
 Other

CHANGE ORDER REQUEST

PROJECT: Lime Street Reconstruction

CHANGE ORDER NUMBER: 02

DATE: November 2, 2004

CONTRACT NUMBER: NC024-04

TO CONTRACTOR: Jensen Civil Construction

9100 Phillips Highway, Jacksonville, FL 32256

The contract is changed as follows:

Lump sum adjustment to contract price for field adjustments to resolve a conflict with drainage structure S-03.

<u>Item#</u>	<u>Description</u>	<u>Contract Qty.</u>	<u>Revised Qty</u>	<u>Change in Value</u>
20	24"x35" ECMP (SS)	4 LF	0 LF	(1,164.00)
42	Str. S-03 Modifications	0 LS	1 LS	2,209.00

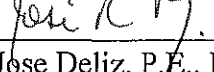
Original Contract Sum.....	\$	<u>585,431.25</u>
Net Change by Previous Change Order.....	\$	<u>2,892.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>588,323.25</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>1,045.00</u>
New Contract Sum Including this Change Order.....	\$	<u>589,368.25</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: 
 Stephen F. Jensen Contractor

DATE: 11/2/04

APPROVED BY: 
 Jose Deliz, P.E., Engineering Services Dir.

DATE: 09 NOV 04

Agenda Request For: November 10, 2004

Department: Capital Projects Administration

Background: Staff has prepared two change orders for the Lime Street Reconstruction project. The change orders are as follows:

CO 01 – Is the result of an owner requested change. As part of the ROW negotiations with Dr.'s Lee, the County was to install a driveway cut on Lime Street to their property in order to provide access for their future building. This driveway was never incorporated into the plans. Therefore, staff requested a proposal from Jensen for the installation of the driveway.

CO 02 – Is the result of a conflict in the field with drainage structure S-03 and existing conditions which was brought to the County's attention through RFI #2. The design engineer provided Jensen with a response to the RFI which resulted in the need for this change order.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: The approval of change order's 01 & 02 would not have an impact on future years budgeting. They would be funded by the Construction Contingency line item set up within the project budget.

Action requested and recommendation: Staff requests and recommends that the Board of County Commissioners approve change orders number 01, \$2,892.00 & 02, \$1,045.00 to Jensen Civil Construction and authorize the Chairman to execute same.

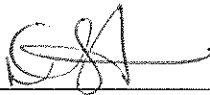
Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: Construction Contingency account # 61455541-563803

\$95,284 rollover to 04/05 for the account available. Cathy Leis 11/2/04

Reviewed by:

Department Head



Legal

APPROVED

DATE 11-10-04 *JLB*

04 NOV -2 PM 12:52

RECEIVED
COUNTY COMMISSIONERS
OFFICE

Finance

Chairman

Grants

Revised 03/04

Floyd Vanzant

FOR 2004 99

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
361 CAPITAL PROJ-ROAD PROJECTS							
61447541 563358 RIGHT-OF-WAY AQUISITION	0	0	0	.00	.00	.00	.0%
61447541 563360 CONSTR ENGINEER INSPECTION	0	0	0	.00	.00	.00	.0%
61447541 563365 ENGINEERING & DESIGN SVCS	0	0	0	.00	.00	.00	.0%
61447541 563381 RD CONST-PERMITS	0	0	0	.00	.00	.00	.0%
TOTAL RATLIFF ROAD	0	0	0	.00	.00	.00	.0%
61448541 COUNTY ROAD 119							
61448541 563100 ROAD CONSTRUCTION/IMPROVEM	0	0	0	.00	.00	.00	.0%
61448541 563358 RIGHT-OF-WAY AQUISITION	0	0	0	.00	.00	.00	.0%
61448541 563360 CONSTR ENGINEER INSPECTION	0	0	0	.00	.00	.00	.0%
61448541 563365 ENGINEERING & DESIGN SVCS	0	0	0	.00	.00	.00	.0%
61448541 563381 RD CONST-PERMITS	0	0	0	.00	.00	.00	.0%
TOTAL COUNTY ROAD 119	0	0	0	.00	.00	.00	.0%
61452541 FORD ROAD							
61452541 563100 ROAD CONSTRUCTION/IMPROVEM	0	100,882	100,882	.00	.00	100,882.00	.0%
61452541 563358 RIGHT-OF-WAY AQUISITION	0	0	0	.00	.00	.00	.0%
61452541 563360 CONSTR ENGINEER INSPECTION	0	0	0	.00	.00	.00	.0%
61452541 563365 ENGINEERING & DESIGN SVCS	0	0	0	.00	.00	.00	.0%
61452541 563381 RD CONST-PERMITS	0	350	350	350.00	.00	.00	100.0%
TOTAL FORD ROAD	0	101,232	101,232	350.00	.00	100,882.00	.3%
61455541 LIME STREET							
61455541 563100 ROAD CONSTRUCTION/IMPROVEM	0	5,000	5,000	748.20	.00	4,251.80	15.0%
61455541 563141 LIME ST-ENGINEER & DESIGN	0	37,134	37,134	3,632.80	.00	33,501.20	9.8%
61455541 563190 JENSEN CIVIL CONSTRUCTION	0	585,431	585,431	5,625.56	.00	579,805.44	1.0%
61455541 563355 SURVEY	0	0	0	.00	.00	.00	.0%
61455541 563359 MATERIALS TESTING/LAB FEES	0	2,000	2,000	.00	.00	2,000.00	.0%
61455541 563360 CONSTR ENGINEER INSPECTION	0	37,800	37,800	1,105.08	.00	36,694.92	2.9%
*61455541 563803 CONSTRUCTION CONTINGENCY *	0	95,284	95,284	.00	.00	95,284.00	.0%
TOTAL LIME STREET	0	762,649	762,649	11,111.64	.00	751,537.36	1.5%
61999599 RESERVES							
61999599 599001 RES FOR CONTING-NON BOND	21,416	-21,416	0	.00	.00	.00	.0%

**CONTRACTOR REQUEST
FOR INFORMATION**

REQUEST NO: 002

PROJECT: Lime Street Reconstruction

PROJECT NO: 184830.CS.SD

CONTRACTOR: Jensen Civil Construction

Clarification Requested By: Sandeep Sonthalia / Jensen Civil Construction

Regarding: Plan Sheet 9 of Spec. Section:

Description:

See Request for Information # 002 from Jensen Civil Construction dated 10/25/04

Prepared by _____

Date _____

Engineer's Response:

Project Manager Design Manager _____

1. Jensen will remove one section (8') of the existing 12" RCP coming from the pond at the southwest quadrant of Lime Street and Citrona and will deflect the pipe as much as possible with two collars and a short extension, to allow it to enter the east end of the south face of S-03. The location of S-03 will be shifted as far to the west as possible without impacting the sidewalk. This will eliminate the short additional section of 24" X 35" ECMP called for in the plans. The existing 18" X 36" CMP may have to be cut to allow this. The 8" plastic pipe would be bent to allow it to enter the west end of the south face of S-03. The inverts of all pipes entering the structure will remain what is shown on the shop drawings.
2. It is our understanding that, with the relocation of S-03 to the west, the 8" sanitary sewer will no longer pass underneath the structure.

Bryon Russell

Signed

10/29/04

Date

Lime St.
RFI file



JENSEN CIVIL CONSTRUCTION, INC.

9100 Philips Highway
Jacksonville, FL 32256

Phone: (904) 268-7766 ext. 133
Fax: (904) 262-3694

REQUEST FOR INFORMATION

To:	Ms. Dawn Stevenson, Contract Manager
	96160 Nassau Place
	Yulee, FL 32097
Attn.:	Ms. Dawn Stevenson
Ph.:	(904) 321-5782
Fax:	(904) 321-5784

Date:	10/25/04
Project Name:	Lime St. Reconstruction
Project/Job No.:	J-1101
RFI #	002

We hereby request clarification for the following:

1. Plan Sheet No. 9 indicates that an existing 12" RCP needs to be extended to enter the new Type E Inlet (S-03) from the south side of the structure. The plan sheet also shows the existing 12" RCP running in the North-South direction. Upon field verification it was noted that this 12" RCP runs from an existing drainage structure (shown on the plans as Flat Grate) and runs in the NE-SW direction and not North-South direction as indicated. This would require the structure S-03 to be modified. Please indicate what needs to be done to resolve this issue.

2. Plan sheet No. 9 also indicates that str. S-03 sits on top of an existing 8" Sanitary Sewer pipe. Upon field verification it was noted that the top of pipe elevation on this 8" sewer at the future location of structure S-03 is 8.15. Also the lowest invert elevation of the pipe entering this structure is 9.54. This leaves a clear cover from the top of the sewer pipe to the bottom of the new structure to be approximately 8". Please indicate if this would be acceptable.

Copy: Bryon Russell, CH2M HILL
JCC Job File (1101)

Signed: *Sandeep R. Sonthalia*
 Name: Sandeep R. Sonthalia
 Title: Project Engineer

04 OCT 26 PM 12:57

RECEIVED
COUNTY COORDINATORS
OFFICE

CHANGE ORDER APPROVAL FORM

PROJECT: Lime Street Reconstruction


CHANGE ORDER NUMBER: 03 Final

DATE: February 22, 2005

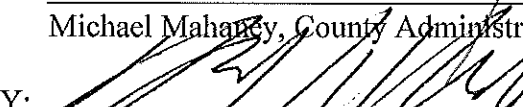
CONTRACT NUMBER: NC024-04

TO CONTRACTOR: Jensen Civil Construction

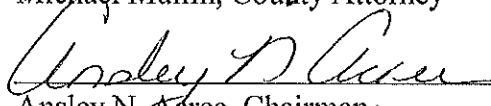
Original Contract Sum.....	\$	<u>585,431.25</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>3,937.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>589,368.25</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(2,747.00)</u>
New Contract Sum Including this Change Order.....	\$	<u>586,621.25</u>

APPROVED BY: 
Michael Mahaney, County Administrator

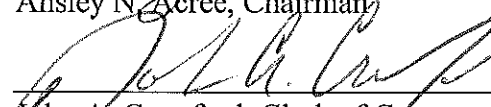
DATE: 3-14-05

APPROVED BY: 
Michael Mullin, County Attorney

DATE: 3/9/05

APPROVED BY: 
Ansley N. Acree, Chairman

DATE: 3/9/05

APPROVED BY: 
John A. Crawford, Clerk of Courts

DATE: 3/9/05

County
Contractor

Field
Other

CHANGE ORDER REQUEST

PROJECT: Lime Street Reconstruction

CHANGE ORDER NUMBER: 03 Final

DATE: February 22, 2005

CONTRACT NUMBER: NC024-04

TO CONTRACTOR: Jensen Civil Construction

9100 Phillips Highway, Jacksonville, FL 32241-6317

The contract is changed as follows:

Adjust original contract quantities to reflect actual quantities measured in place upon completion of the project.

<u>Item#</u>	<u>Description</u>	<u>Contract Qty.</u>	<u>Revised Qty</u>	<u>Change in Value</u>
4	Staked Silt Fence	5,100 LF	2,500 LF	(3,250.00)
7	Subsoil Excav. (Unsuitables)	100 CY	51 CY	(2,401.00)
9	Roadway Type B Stab. 12"	5,724 SY	5,489 SY	(1,902.00)
10	Rework Limerock Base	4,833 SY	5,546 SY	11,408.00
11	Limerick Base 6"	3,117 SY	3,289 SY	900.00
12	Type S-1 Asphalt Conc 2½"	8,604 SY	8,599 SY	(50.00)
14	Class 1 Conc. (Retaining Walls)	17 CY	18 CY	650.00
26	Conc. Curb & Gutter (Type F)	72 LF	83 LF	220.00
27	Conc. Curb & Gutter (Type D)	223 LF	331 LF	2,160.00
28	5' Wide Sidewalk (4" thick)	2,400 SY	2,227 LF	(5,363.00)
29	Sodding (Argentine Bahia)	5,792 SY	4,789 SY	(4,513.50)
31	Reflective Pavement Markers	113 EA	111 EA	(10.00)
33	Skip Traf. Strip, Thermo (6" Yellow 10/30)	1,636 LF	1,600 LF	(27.00)
34	Solid Traffic Stripe, Thermo (6" White)	4,598 LF	3,893 LF	(528.75)
35	Solid Traffic Stripe, Thermo (12" White)	1,371 LF	1,257 LF	(228.00)
36	Solid Traffic Stripe, Thermo (24" White)	192 LF	236 LF	132.00
37	Solid Traffic Stripe, Thermo (6" Yellow)	1,325 LF	1,536 LF	158.25
38	Solid Traffic Stripe, Thermo (18" Yellow)	66 LF	32 LF	(102.00)

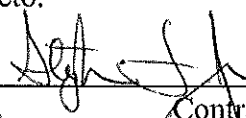
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RECEIVED
COUNTY COORDINATORS
OFFICE

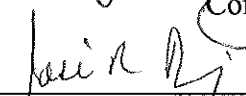
Original Contract Sum.....	\$	<u>585,431.25</u>
Net Change by Previous Change Order.....	\$	<u>3,937.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>589,368.25</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(2,747.00)</u>
New Contract Sum Including this Change Order.....	\$	<u>586,621.25</u>

The Contract Time for substantial completion will be (increased) (decreased) (unchanged) by 0 days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY: 
Contractor

DATE: 2/23/05

APPROVED BY: 
Jose Deliz, P.E., Engineering Services Dir.

DATE: 25 FEB 05

Agenda Request For: March 9, 2005

Department: Capital Projects Administration

Background: Jensen Civil Construction has completed all work items and punch list items. Attached is Change Order No. 03, the final change order adjusting all quantities as measured in place by the CEI and contractor representative. Change Order No. 3 is a deductive change order in the amount of \$2,747.00.

Approval of this change order will close out the Lime Street project.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Could have a positive impact on future projects which would potentially utilize 502 Transportation Impact Fees or 361 Bond Proceeds.

Action requested and recommendation: Staff requests and recommends that the Board of County Commissioners approve Change Order No. 3 in the deductive amount of \$2,747.00 to Jensen Civil Construction, and authorize the Chairman to sign same.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: N/A

Reviewed by:

Department Head

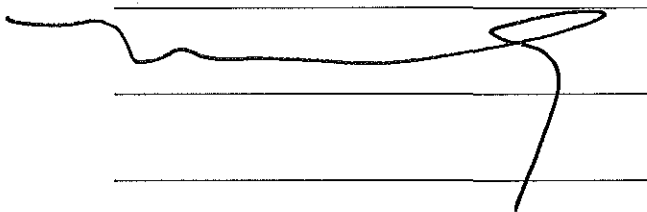


Legal

Finance

Administrator

Grants



05 FEB 22 PM 2:16

PLANNING
COUNTY COMMISSIONERS
OFFICE



RECEIVED
R 10/15/04

October 14, 2004

Nassau County
Board of County Commissioners
PO Box 1010
Fernandina Beach, FL 32035-1010

RE: Lime Street Reconstruction

Dear Mr. Mullin:

Please find enclosed the signed Notice to Proceed.

If you need anything, please call me at (904) 268-7766 ext 111.

Sincerely,
Jensen Civil Construction, Inc.

A handwritten signature in cursive script that reads 'Michele D. Hubert'.

Michele D. Hubert
Assistant Controller

Enclosure


NOTICE TO PROCEED

To: Jensen Civil Constr., Inc. Date: October 11, 2004
9100 Phillips Highway Project: Bid No. NC024-04
Jacksonville, FL 32256

You are hereby notified to commence work in accordance with the Agreement dated the 14th day of July, ²⁰⁰⁴~~2003~~, on or before the 18th day of October, ²⁰⁰⁴~~2003~~, and you are to substantially complete the Work within 150 consecutive calendar days, and fully complete the Project in a total of 180 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore April 15, 2005.

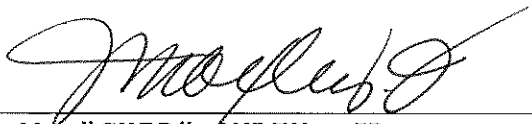
OWNER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



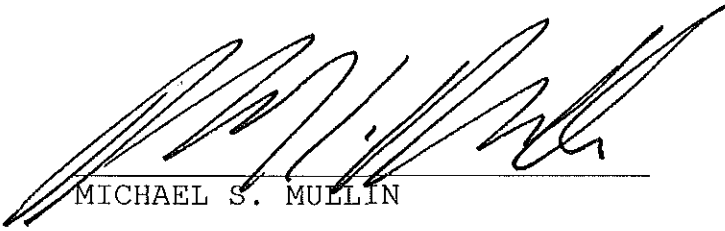
FLOYD WANZANT
Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney

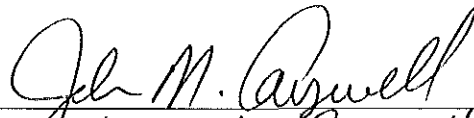


MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged
by:

John M. Carswell, this 14 day of
October, 2004.



By: John M. Carswell
Its: Vice President

NOTICE TO OWNER and
PRELIMINARY NOTICE TO OWNER,
CONTRACTOR, SUBCONTRACTOR and
SURETY if applicable

Date: September 16, 2004 Safety Contractors, Inc. Job Number SFL-878
To: (General Contractor) Jensen Civil Construction, Inc. To: (Owner) Nassau County
P.O. Box 56317 Board of County Commissioners
Jacksonville, FL 32241-6317 P.O. Box 1010
Fernandina Beach, FL 32035

Please be informed that the undersigned is furnishing, or has furnished the following described materials,

labor and/or services to: Jensen Civil Construction, Inc.

P.O. Box 56317

for the improvement of real property described as Lime Street, Nassau County.

Description of materials, labor and/or services furnished on the above projects:

Furnish and install all sign and handrail items.

TOTAL \$6,505.00

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05, Florida Statutes.

If there is a PAYMENT BOND, this notice will advise you that we intend to look to the applicable payment bond for protection and/or payment of the foregoing items. Within ten (10) days of receipt of the notice, we ask that you furnish us with notice of the existence of such payment bond and a copy of said bond. PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This notice is a standard business procedure of the undersigned firm and does not adversely reflect upon the credit worthiness or the reputation of any person named herein.

By: Ann B. Williams
Agent For: Safety Contractors, Inc.
5307 Wacissa Avenue
Jacksonville, FL 32254

Ann B. Williams
signature date

9-16-04

Copies To: Jensen Civil Construction, Inc.
P.O. Box 56317
Jacksonville, FL 32241-6317

SAFETY CONTRACTORS, INC.
 5307 WACISSA AVE., JACKSONVILLE, FL 32254
 (904) 355-6331 FAX (904) 354-9840

LETTER OF TRANSMITTAL

TO: Nassau County DATE September 16, 2004
Board of County Commisioners PROJECT NO. Lime Street
P.O. Box 1010 COUNTY Nassau
Fernandina Beach, FL 32035 S.C. JOB NO. SFL-878

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA _____
 THE FOLLOWING ITEMS:

- SHOP DRAWINGS PRINTS SPECIFICATIONS
 COPY OF LETTER CHANGE ORDER OTHER _____

ORIGINAL	COPY	SFL NO.	DESCRIPTION
1		SFL-878	Notice to Owner

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | |
|---|---|
| <input checked="" type="checkbox"/> FOR SUBMITTAL | <input type="checkbox"/> APPROVED AS SUBMITTED |
| <input type="checkbox"/> FOR YOUR USE | <input type="checkbox"/> APPROVED AS NOTED |
| <input type="checkbox"/> AS REQUESTED | <input type="checkbox"/> RETURNED FOR CORRECTIONS |
| <input type="checkbox"/> FOR REVIEW AND COMMENT | <input type="checkbox"/> RETURN <input type="checkbox"/> CORRECTED PRINTS |

REMARKS: Thanks!

Stephanie Venditti