

BID NO. **NC020-03**.

**A G R E E M E N T**

THIS AGREEMENT entered into this 30th day of May, 2003, 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 **JOHN CARLO, INC.**, whose address is 14165 North Main Street, Jacksonville, Florida 32218, 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 GRIFFIN ROAD RECONSTRUCTION (SR200 TO CR 121A), NASSAU COUNTY, FLORIDA, BID NO. NC020-03, hereinafter referred to as the Work.

2. The Work includes, but is not limited to, reconstruction of roadway from SR 200 to bridge, widen, mill and resurface roadway from Bridge to CR 121A. Demolition of the existing bridge structure and construction of a new bridge structure over Spell Swamp, clearing and grubbing, fill, excavation, pavement, culverts, signing and pavement marking, erosion control, and maintenance of traffic. All Work is to be performed per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2000, The State of Florida Department of Transportation, Roadway and Traffic Design Standards, dated 2000, and Nassau County Roadway and Drainage Standards Ordinance 99-17, dated May 1999.

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 project within two hundred and fifty (250) consecutive calendar days, and fully complete the Project in a total of three hundred sixty-five (365) 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 one hundred fifteen (115) 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.

The contractor hereby agrees to complete all work required to limit the period, where traffic is limited to one-way operation across the Spell Swamp Bridge, to one hundred and twenty (120) days.

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:

Three Million Three Hundred Fourteen Thousand, Four Hundred Twenty-Seven Dollars and Twenty One Cents (\$3,314,427.21  
(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. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Sworn Statement
- e. Bid Bond
- f. Agreement
- g. Certificate of Owner s Attorney
- h. Notice of Award
- i. Notice to Proceed
- j. Change Order Request
- k. Performance Bond
- l. Payment Bond
- m. Hold Harmless Agreement
- n. General Conditions
- o. Special Provisions (Roadway and Utilities)
- p. Technical Special Provisions
- q. Specifications prepared by the Engineer
- r. Construction Plans prepared by the Engineer

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

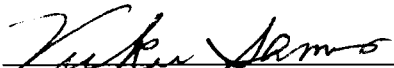
8. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

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:

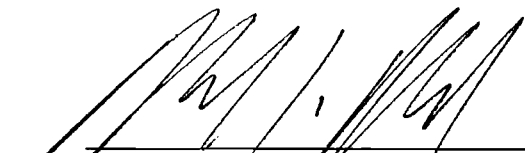
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
VICKIE SAMUS  
Its: Chairman

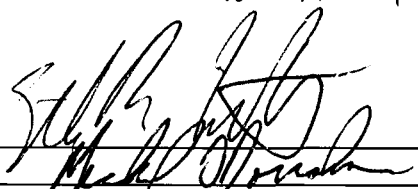
ATTEST:

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

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MOLLIN

CONTRACTOR: *John Carlo, INC.*

  
\_\_\_\_\_  
By: *Michael Mollin*  
Its: EXE V.P.

CERTIFICATE OF OWNER'S ATTORNEY

I, MICHAEL S. MULLIN, the undersigned, the duly authorized and acting legal representative of Nassau County, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representative(s); that said representatives have full power and authority to execute said agreement(s) on behalf of the respective parties named thereon; and that the foregoing agreement(s) constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

  
\_\_\_\_\_  
MICHAEL S. MULLIN

Date: 6/24/03

NOTE: Delete phrase performance and payment bond(s) when not applicable.

NOTICE OF AWARD

TO: John Carlo, Incorporated  
14165 North Main Street  
Jacksonville, FL 32218

PROJECT DESCRIPTION:

GRIFFIN ROAD RECONSTRUCTION (SR 200 TO CR 121A)  
NASSAU COUNTY, FLORIDA  
BID NO. NC020-03

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated February 21, 2003, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$3,314,427.21.

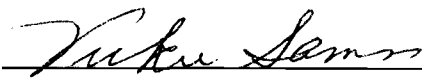
You are required by the Information for Bidders to furnish the required Contractor s Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

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 30th day of May, 2003.

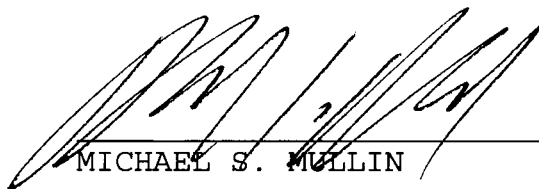
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
VICKIE SAMUS  
Its: Chairman

ATTEST:

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

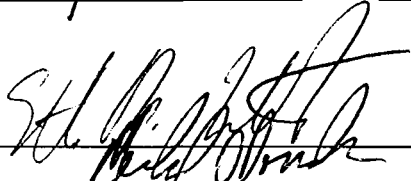
Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
MICHAEL S. MULLIN

**ACCEPTANCE OF NOTICE**

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

JOHN CARLO, INC., this 30<sup>th</sup> day  
of May, 2003.

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: EXE V.P.

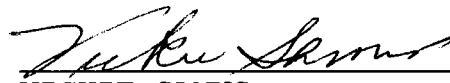
NOTICE TO PROCEED

To: John Carlo, Incorporated Date: May 30, 2003  
14165 North Main Street Project: Bid No. NC020-03  
Jacksonville, FL 32218

You are hereby notified to commence work in accordance with the Agreement dated the 30th day of May, 2003, on or before the 14th day of June, 2003, and you are to substantially complete the Work within 250 consecutive calendar days, and fully complete the Project in a total of 365 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore May 29, 2004 - MD.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



VICKIE SAMUS  
Its: Chairman

ATTEST:

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

Approved as to form by the  
Nassau County Attorney

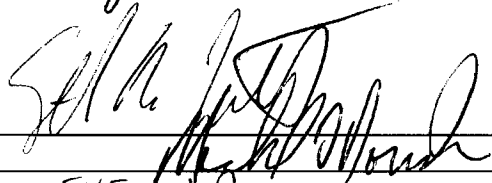
  
\_\_\_\_\_  
MICHAEL S. MULLIN



ACCEPTANCE OF NOTICE

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

John CARLO, INC., this 51<sup>st</sup> day  
of May, 2003.

  
By: \_\_\_\_\_  
Its: EXE. U.P.

Nassau County

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: \_\_\_\_\_  
Ex-Officio Clerk

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
06/09/2003

**PRODUCER**  
Guy Hurley Blaser & Heuer, LLC  
1080 Kirts Blvd.  
Suite 500  
Troy MI 48084-

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

**INSURERS AFFORDING COVERAGE**

**INSURED**  
John Carlo, Inc.  
14165 North Main Street  
Jacksonville FL 32218-

INSURER A: Continental Casualty Company  
INSURER B: American Casualty of Reading PA  
INSURER C: Insurance Co of the State of PA  
INSURER D: Chubb Custom Insurance Company  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL251910112	04/01/2003	04/01/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU Coverage Incl.				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	BUA251910143	04/01/2003	04/01/2004	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
C	EXCESS LIABILITY	46039781	05/01/2003	04/01/2004	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
	DEDUCTIBLE				
	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC251910093	04/01/2003	04/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER	35794416	04/01/2003	04/01/2004	Rented/Leased Equip., 1,000,000
	Contractors Equipm				Ded. \$10,000

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

Re: Griffen Road Reconstruction Project  
Hold Harmless in place

**CERTIFICATE HOLDER**

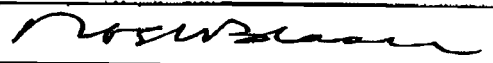
ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

Nassau County  
Board of County Commissioners  
P O Box 1010  
Fernandina Beach FL 32035-1010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



INSERT CERTIFICATE(S) OF INSURANCE

# Payment Bond and Performance Bond

(Public Work)

## FRONT PAGE STATUTORY DECLARATIONS

In compliance with F.S. Chapter 255.05(1)(a) and F.S. 255.05(6).

**THE BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 OR SECTION 713.23, FLORIDA STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN BY REFERENCE.**

**Bond No.** 13015365

**Principal:** John Carlo, Inc.  
**Address and Phone** 14165 N. Main Street  
Jacksonville, FL 32218

**Surety Company:** Liberty Mutual Insurance Company  
**Address and Phone** 1450 W. Long Lake Road, Suite 375  
Troy, MI 48098

**Owner:** The Board of County Commissioners of Nassau County  
**Address and Phone** P.O. Box 1010  
Fernandina Beach, FL 32035

**Obligee (if contracting entity is different from the owner, the contracting public entity):**  
**Address and Phone**

**Bond Amount:** \$3,314,427.21

**Description of Work:** Griffin Road Reconstruction (SR 200 to CR 121A)  
Bid No. NC020-03

**Project Location:** Nassau County, Florida

**Surety Agent:** Guy Hurley Blaser & Heuer, LLC  
**Address and Phone** 1080 Kirts Boulevard, Suite 500  
Troy, MI 48084  
(248) 519-1400

### Page One

*All other Payment Bond and Performance Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.*

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That John Carlo, Inc. (Name of Contractor) 14165 N. Main Street, Jacksonville, FL 32218 (Address of Contractor), a Michigan, (corporation, partnership, individual), hereinafter called Principal, Liberty Mutual Insurance Company (Name of Surety), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as Owner, total aggregate penal sum of Three Million Three Hundred Fourteen Thousand Four Hundred Twenty Seven 21/100 Dollars (\$ 3,314,427.21 ), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 30th day of May, 2003, a copy of which is attached hereto and made a part hereof for the construction of:

GRIFFIN ROAD RECONSTRUCTION (SR 200 TO CR 121A)  
 NASSAU COUNTY, FLORIDA  
 BID NO. NC020-03

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any and all extensions thereof which may be granted by the Owner, with or without NOTICE TO THE SURETY and during the one (1) year guaranty period and IF THE PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reasons of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect

its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or attain to the terms of the contract or to the Work or to the Specifications.

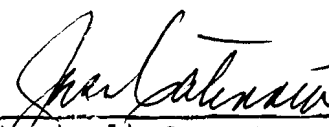
PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more the twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term Amendment, wherever used in this Bond and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

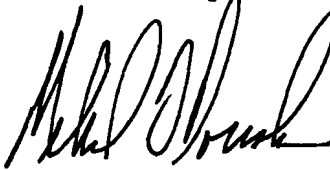
PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in 2 (number), one of which shall be deemed an original, this 30th day of May, 2003.

JOHN CARLO, INC.  
Principal


ATTEST:

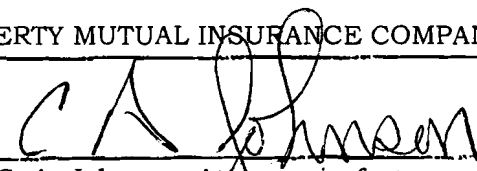
  
(Principal) Secretary

By: 

(Seal)  


LIBERTY MUTUAL INSURANCE COMPANY

COUNTERSIGNATURE:  
By:   
Glenn H. Purcell, Florida Resident Agent

  
C. A. Johnson, Attorney-in-fact

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That John Carlo, Inc. (Name of Contractor) 14165 N. Main Street, Jacksonville, FL 32218 (Address of Contractor), a Michigan, (corporation, partnership, individual), hereinafter called Principal, Liberty Mutual Insurance Company (Name of Surety), hereinafter referred to as Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1010, Fernandina Beach, FL 32035, hereinafter referred to as Owner, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns, in the total aggregate penal sum of ~~Three Million Three Hundred Fourteen Thousand Four Hundred~~ Twenty Seven 21/100 Dollars (~~\$3,314,427.21~~), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 30th day of May, 2003, a copy of which is attached hereto and made a part hereof for the construction of:

GRIFFIN ROAD RECONSTRUCTION (SR 200 TO CR 121A)  
NASSAU COUNTY, FLORIDA  
BID NO. NC020-03

NOW, THEREFORE, if the Principal shall promptly make payment of all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work, including that by a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.



PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Principal to its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notices shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or server in any manner in which legal process may be served in the State of Florida, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

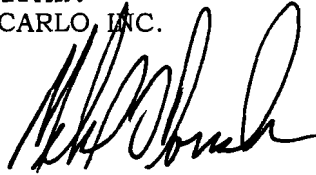
PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful

performance of the Contract as so amended. The term Amendment, wherever used in this Bond and whether referring to this Bond, the contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in 2 (number), one of which shall be deemed an original, this 30th day of May, 2003.

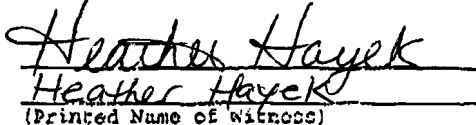
PRINCIPAL:  
JOHN CARLO, INC.



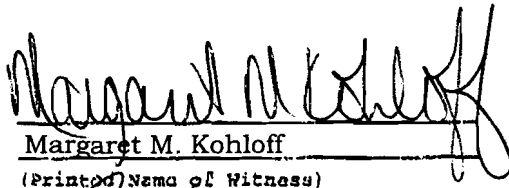
By: MICHAEL F. DONOHUE  
Its: V.P.



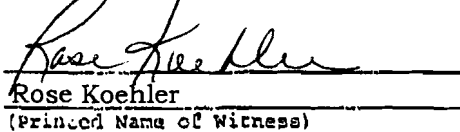
DEANNA L. WATTS  
(Printed Name of Witness)



Heather Hayek  
(Printed Name of Witness)

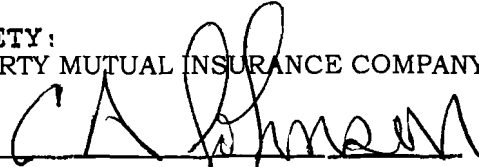


Margaret M. Kohloff  
(Printed Name of Witness)



Rose Koehler  
(Printed Name of Witness)

SURETY:  
LIBERTY MUTUAL INSURANCE COMPANY



By: C. A. Johnson  
Its: Attorney-in-fact

COUNTERSIGNATURE:



Glenn H. Purcell, Florida Resident Agent

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 Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida.

**NOTICE FROM SURETY REQUIRED BY  
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

**NOTICE FORMS PART OF BOND**

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

**DISCLOSURE OF PREMIUM**

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION  
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint T. R. GUY, PAUL M. HURLEY, C. A. JOHNSON, LINDA L. AUSTIN, ANNE BARICK, MARGARET M. KOHLOFF, ROBERT D. HEUER, W. W. SISSON, ALL OF THE CITY OF TROY, STATE OF MICHIGAN.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED AND FIFTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 150,000,000.00\*\*\*\*\*) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of March 2003.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of March, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 29, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 30th day of May, 2003.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

HOLD HARMLESS AGREEMENT

JOHN CARLO, 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: JOHN CARLO, INC

Name of Agent: MICHAEL DONOHUE

Title of Agent: EXE - V.P.

Signature of Agent: 

Date: MAY 30, 2003



## 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. Unit Price Work
14. Changes in the 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. As-Built Records
38. Operating, Maintenance, and Service Manuals
39. Operating Instructions
40. Examination of Plans, Sites, Etc.
41. Florida Deceptive and Unfair Trade Practices Act

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 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.

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

(n) **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.

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

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

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

(r) **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.

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

(t) **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.

(u) **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.

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

(w) **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.

(x) **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.

(y) **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.

(z) **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, 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. Technical Special Provision
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, who shall promptly correct such inconsistencies or ambiguities in writing after consultation with the Engineer. 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 Owner 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. Three (3) 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. 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 generally accepted standards.

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, be uncovered for his observation and replaced at the Contractor's expense.

If any Work 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.

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 Owner or its Resident Project Representative(s), 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 and the Owner 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.

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.

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 shall

thereupon be issued covering the changes and deviations involved.

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. 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.

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) 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 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.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

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 Owner or its Resident Project Representative(s) 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 and the Subcontractors' partial release of lien from the previous payment.

The Owner or its Resident Project Representative(s) will, within ten (10) 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 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 Contract 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.

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 Contractor 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 workmen's 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, Workmen's 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 Workmen's 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 Workmen's 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 Workman's 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 Substantial Completion 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, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

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) and utility users representative 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. **As-Built Records:**

As-built records 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 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.

**CHANGE ORDER APPROVAL FORM**

PROJECT: Griffin Road Reconstruction

CHANGE ORDER NUMBER: 01 Final

\_\_\_\_\_


DATE: April 13, 2005

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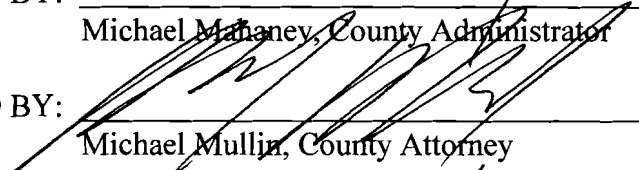
CONTRACT NUMBER: NC020-03

TO CONTRACTOR: John Carlo, Inc.

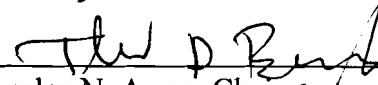
Original Contract Sum.....	\$	<u>3,314,427.21</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,314,427.21</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(133,225.55)</u>
New Contract Sum Including this Change Order.....	\$	<u>3,181,201.66</u>

APPROVED BY:   
 \_\_\_\_\_  
 Michael Mahaney, County Administrator

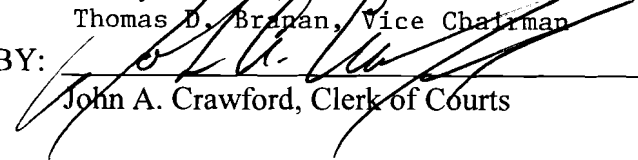
DATE: April 13, 2005

APPROVED BY:   
 \_\_\_\_\_  
 Michael Mullin, County Attorney

DATE: April 13, 2005

APPROVED BY:   
 \_\_\_\_\_  
~~Ansley N. Acree, Chairman~~  
 Thomas D. Branam, Vice Chairman

DATE: April 13, 2005

APPROVED BY:   
 \_\_\_\_\_  
 John A. Crawford, Clerk of Courts

DATE: April 13, 2005

County  
Contractor

Field  
Other

### CHANGE ORDER REQUEST

PROJECT: Griffin Road Reconstruction

CHANGE ORDER NUMBER: 01

DATE: March 21, 2005

CONTRACT NUMBER: NC020-03

TO CONTRACTOR: John Carlo, Inc.

14165 North Main Street, Jacksonville, Florida 32218

The contract is changed as follows:

Adjust original contract quantities to reflect actual quantities measured in place upon completion of the project and create a new line item #7A Failed Subgrade Areas (2) further described as follows.

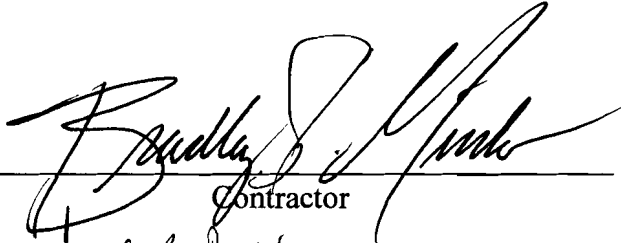
<u>Item#</u>	<u>Description</u>	<u>Contract Qty.</u>	<u>Revised Qty</u>	<u>Change in Value</u>
4	Hay or Straw Bales	500 EA	40 TN	(3,473.00)
5	Staked Turbidity	220 LF	270 LF	337.50
7	Field Office	1 EA	0 EA	(20,775.00)
7A	Failed Subgrade Areas (2)	0 LS	1 LS	20,000.00
10	Subsoil Excavation	3,473 SY	2,295 SY	(7,421.40)
14	Limerock 10"	35,485 SY	33,343 SY	(21,420.00)
15	Limerock 4"	14,242 SY	7,834 SY	(32,040.00)
16	Limerock 6"	904 SY	0 SY	(8,767.83)
17	Bituminous Prime Coat	6,625 GAL	5,815 GAL	(972.00)
18	Bituminous Tack Coat	2,178 GAL	1,434 GAL	(855.60)
19	Asphaltic Concrete Type "S"	5,926 TN	4,621.28 TN	(63,539.86)
20	Miscellaneous Asphalt	140 TN	312.57 TN	16,902.06
21	Concrete Class 1 Headwall	21 CY	21 CY	54.47
27	15" Corr. Culvert Pipe Cross Drain	415 LF	635 LF	4,620.00
31	U Endwall 24"	8 EA	7 EA	(1,008.00)
34	18" Mitered End Section	10 EA	0 EA	(6,710.00)
35	24" Mitered End Section	18 EA	2 EA	(13,536.00)
36	Type II Underdrain	971 LF	1,038 LF	934.65
45	Seed & Mulch	26,148 SY	17,478.66 SY	(5,201.60)
46	Permanent Grass Seed	502 LB	0 LB	(1,255.00)
47	Mulch Material	22 TN	0 TN	(2,181.31)
48	Fertilizer	5 TN	5 TN	(61.71)
50	Grass Seed Quick Grow MOT	146 LB	0 LB	(160.60)
51	Sodding Bermuda	48,395 SY	60,380.42 SY	25,169.38
53	Sign Single Post	43 AS	37 AS	(1,377.60)
54	Existing Sign Removal	29 AS	26 AS	(6.60)
56	Post Mounted Object Marker	82 EA	42 EA	(4,256.00)
57	Yllw Skip Traffic Stripe (Thermo)	15,741 LF	7,642 LF	(809.90)
58	6" White Solid Traffic Stripe	44,979 LF	23,843 LF	(4,227.20)

59	6" Yllw Sld Traff Stripe (Thermo)	17,738 LF	11,944 LF	(1,158.80)
60	24" White Sld Traff Stripe (Thermo)	41 LF	15 LF	(28.60)
	<b>Total Decrease in Contract Amount</b>			<b>\$133,225.55</b>

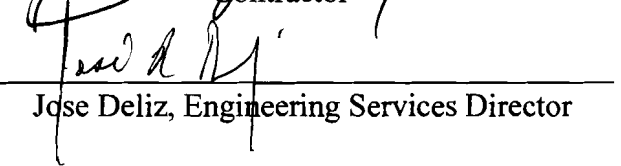
Original Contract Sum.....	\$	<u>3,314,427.21</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,314,427.21</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(133,225.55)</u>
New Contract Sum Including this Change Order.....	\$	<u>3,181,201.66</u>

The Contract Time for substantial completion will be (increased) (~~decreased~~) (~~unchanged~~) by 124 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: 3/28/05

APPROVED BY:   
Jose Deliz, Engineering Services Director

DATE: 11 APR 05



Original

### Budget Transfer Request

Requesting Dept: Capital Projects Admin Fund: 361 Transfer # \_\_\_\_\_

Requested By: D. Stevenson *[Signature]* Date: 3/28/2005

Purpose: Transfer of funds from Reserve Account to Road Improvement Account in order to  
make final payment to John Carlo Contracting, Inc. in the amount of \$20,000.00  
for repair of two failed roadway areas on Griffin Road upon approval by the BOCC.

	Acct. Number	Acct. Description	Amount	Available Balance
<b>Transfer:</b>				
From:	<u>61999599-599410</u>	<u>Reserve Rd Paving-Bond</u>	<u>\$ (10,000.00)</u>	<u>\$ 277,584.00</u>
To:	<u>61442541-563100</u>	<u>Road Construction/Improv</u>	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
To:	<u>61442541-563360</u>	<u>Construction Eng. Insp.</u>	<u>\$ (2,611.00)</u>	<u>\$ 2,611.39</u>
To:	<u>61442541-563100</u>	<u>Road Construction/Improv</u>	<u>\$ 2,611.00</u>	<u>\$ 20,000.00</u>
From:	_____	_____	_____	_____
To:	_____	_____	_____	_____
From:	_____	_____	_____	_____
To:	_____	_____	_____	_____
From:	_____	_____	_____	_____
To:	_____	_____	_____	_____
From:	_____	_____	_____	_____
To:	_____	_____	_____	_____
From:	_____	_____	_____	_____
To:	_____	_____	_____	_____

Approved By: BOCC: *[Signature]*  
Date: 4/13/05

Clerk of Courts: *[Signature]*  
Date: 4/13/05



*Need Original  
Change Order*

05 MAR 29 AM 8:00

05 MAR 29 AM 8:00

Agenda Request For: April 13, 2005

Department: Capital Projects Administration

Background: John Carlo Contracting, Inc. has completed all work items and punch list items for the Griffin Road Reconstruction project. Attached is Change Order No. 01, adjusting all quantities as measured in place by the CEI and contractor representative and establishing a new pay item 7A-Failed Subgrade Areas (2). A letter from Bob Rowland, Interim Engineering Services Director and other associated letters are attached as back up for pay item 7A. Change Order No. 1 is a deductive change order in the amount of \$133,225.55.

Approval of this change order will close out the Griffin Road Reconstruction Project.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Would have an impact on the budgeting of future projects to be funded within the 361 Fund. A budget transfer from 361 Reserves in the amount of \$10,000 would be required in order to pay John Carlo for line item# 7A-Failed Subgrade Areas. Payment of this item was not included amount budgeted for the 04/05 budget year.

Action requested and recommendation: Staff requests and recommends that the Board of County Commissioners approve Change Order No. 1 in the deductive amount of \$133,225.55 to John Carlo Contracting, authorize the Chairman to sign same, and authorize payment in the amount of \$20,000 for line item 7A-Failed Subgrade Areas upon receipt of invoice from the contractor. and approve budget transfer.

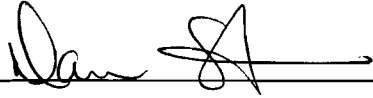
Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 61442541-563100 Road Construction Improvements  
There is currently \$10,000.00 available. A budget transfer in the amount of \$10,000.00 from 61999599-~~599410 Reserve Bond Interest~~ to 61442541-563100 would be required. *-599410 Res for Road Paving Bond*

*Funds available for transfer, balance 3/29/05  
\$277,584  
City Liaison 3/29/05*

Reviewed by:

Department Head

  
\_\_\_\_\_

Legal

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Finance

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Administrator

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Grants

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Revised 03/04

Agenda Request For: April 13, 2005

Department: Capital Projects Administration

Background: John Carlo Contracting, Inc. has completed all work items and punch list items for the Griffin Road Reconstruction project. Attached is Change Order No. 01, adjusting all quantities as measured in place by the CEI and contractor representative and establishing a new pay item 7A-Failed Subgrade Areas (2). A letter from Bob Rowland, Interim Engineering Services Director and other associated letters are attached as back up for pay item 7A. Change Order No. 1 is a deductive change order in the amount of \$133,225.55.

Approval of this change order will close out the Griffin Road Reconstruction Project.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Would have an impact on the budgeting of future projects to be funded within the 361 Fund. A budget transfer from 361 Reserves in the amount of \$10,000 would be required in order to pay John Carlo for line item# 7A-Failed Subgrade Areas. Payment of this item was not included amount budgeted for the 04/05 budget year.

Action requested and recommendation: Staff requests and recommends that the Board of County Commissioners approve Change Order No. 1 in the deductive amount of \$133,225.55 to John Carlo Contracting, authorize the Chairman to sign same, and authorize payment in the amount of \$20,000 for line item 7A-Failed Subgrade Areas upon receipt of invoice from the contractor.

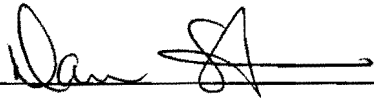
Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 61442541-563100 Road Construction Improvements  
There is currently \$10,000.00 available. A budget transfer in the amount of \$10,000.00 from 61999599-599410 Reserve Bond Interest to 61442541-563100 would be required.

05 MAR 29 AM 8:00  
COUNTY COMMISSIONERS  
OFFICE

Reviewed by:

Department Head

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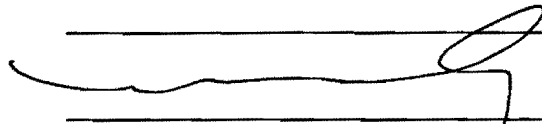
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Finance

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Administrator

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Grants

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Revised 03/04



03/29/2005  
12:17:12

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

PAGE 1  
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FOR 2005 99

	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
361 CAPITAL PROJ-ROAD PROJECTS	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
-----							
361 CAPITAL PROJ-ROAD PROJECTS							
-----							
61999599 RESERVES							
-----							
61999599 599009 OVER BUDGETED EXPENDITURES	0	385,730	385,730	.00	.00	385,730.00	.0%
61999599 599208 RESERVE BOND INTEREST	407,625	28,144	435,769	.00	.00	435,769.00	.0%
61999599 599410 RES FOR ROAD PAVING-BOND	1,611,446	-1,333,862	277,584	.00	.00	<u>277,584.00</u>	.0%
TOTAL RESERVES	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	.0%
TOTAL CAPITAL PROJ-ROAD PROJECTS	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	.0%
TOTAL EXPENSES	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	
GRAND TOTAL	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	.0%

FOR 2005 99

361	CAPITAL PROJ-ROAD PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
361	CAPITAL PROJ-ROAD PROJECTS							
-----								
61442541	GRIFFIN ROAD							
-----								
61442541	563100 ROAD CONSTRUCTION/IMPROVEM	0	10,000	10,000	.00	.00	10,000.00	.0%
61442541	563360 CONSTR ENGINEER INSPECTION	0	4,218	4,218	1,606.61	.00	2,611.39	38.1%
	TOTAL GRIFFIN ROAD	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%
	TOTAL CAPITAL PROJ-ROAD PROJECTS	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%
	TOTAL EXPENSES	0	14,218	14,218	1,606.61	.00	12,611.39	
	GRAND TOTAL	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%

\$ 245480 signed of c 61442541 RTB  
reimbursement

of c  
61442541  
-563100  
10,000. +  
RTB signed 2,454.8 -  
CEI 2,611.39 +  
001  
available 10,156.59 +  
BT request 10,000. +  
0021  
20,156.59G+



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BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

PAGE 1  
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FOR 2005 99

151	CAPITAL PROJ-ROAD PROJECTS	ORIGINAL APPROP	TRANSF/RE ADJUSTM	REVISED BUDGET	YTD EXPENSED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
351 CAPITAL PROJ-ROAD PROJECTS								
-----								
61442541 GRIFFIN ROAD <i>AS</i>								
-----								
61442541	563100 ROAD CONSTRUCTION/IMPROVEM	0	10,000	10,000	.00	.00	10,000.00	00
61442541	563360 CONSTR ENGINEER INSPECTION	0	4,218	4,218	1,606.61	.00	2,611.39	38.14
TOTAL GRIFFIN ROAD		0	14,218	14,218	1,606.61	.00	12,611.39	11.34
TOTAL CAPITAL PROJ-ROAD PROJECTS		0	14,218	14,218	1,606.61	.00	12,611.39	11.34
TOTAL EXPENSES		0	14,218	14,218	1,606.61	.00	12,611.39	
GRAND TOTAL		0	14,218	14,218	1,606.61	.00	12,611.39	11.34

*\$2454.80 sign of c 61442541 RTB  
reimbursement*

*of c  
61442541  
-563100  
10,000. +  
RTB sign 2454.8 -  
CET 2611.39 +  
available 10,156.59 0  
BT requests 10,000. +  
0021  
20,156.59 +*

03/29/2006  
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BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

PAGE 1  
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FOR 2005 99

361	CAPITAL PROJ-ROAD PROJECTS	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USZD
-----								
361 CAPITAL PROJ-ROAD PROJECTS								
-----								
61999599 RESERVES								
-----								
61999599	599009 OVER BUDGETED EXPENDITURES	0	385,730	385,730	.00	.00	385,730.00	0%
61999599	599206 RESERVE BCND INTEREST	407,625	28,244	435,769	.00	.00	435,769.00	0%
61999599	599410 RES FOR ROAD PAVING-BOND	1,611,446	-1,333,862	277,584	.00	.00	277,584.00	0%
	TOTAL RESERVES	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	0%
	TOTAL CAPITAL PROJ-ROAD PROJECTS	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	0%
	TOTAL EXPENSES	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	
	GRAND TOTAL	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	0%

Agenda Request For: April 13, 2005

Department: Capital Projects Administration

Background: John Carlo Contracting, Inc. has completed all work items and punch list items for the Griffin Road Reconstruction project. Attached is Change Order No. 01, adjusting all quantities as measured in place by the CEI and contractor representative and establishing a new pay item 7A-Failed Subgrade Areas (2). A letter from Bob Rowland, Interim Engineering Services Director and other associated letters are attached as back up for pay item 7A. Change Order No. 1 is a deductive change order in the amount of \$133,225.55.

05 MAR 29 AM 8:00  
COUNTY COMMISSIONERS  
CHOICE

Approval of this change order will close out the Griffin Road Reconstruction Project.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Would have an impact on the budgeting of future projects to be funded within the 361 Fund. A budget transfer from 361 Reserves in the amount of \$10,000 would be required in order to pay John Carlo for line item# 7A-Failed Subgrade Areas. Payment of this item was not included amount budgeted for the 04/05 budget year.

Action requested and recommendation: Staff requests and recommends that the Board of County Commissioners approve Change Order No. 1 in the deductive amount of \$133,225.55 to John Carlo Contracting, authorize the Chairman to sign same, and authorize payment in the amount of \$20,000 for line item 7A-Failed Subgrade Areas upon receipt of invoice from the contractor. and approve budget transfer.

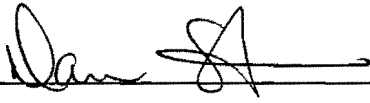
Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 61442541-563100 Road Construction Improvements  
There is currently \$10,000.00 available. A budget transfer in the amount of \$10,000.00 from 61999599-599410 Reserve Bond Interest to 61442541-563100 would be required. 599410 Res for Road Paving Bond

Funds available for transfer, balance 3/29/05  
\$277,584  
City Xing 3/29/05

Reviewed by:

Department Head

  
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Legal

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Finance

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Administrator

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Grants

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Revised 03/04

03/29/2005  
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BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

PAGE 1  
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FOR 2005 99

361	CAPITAL PROJ-ROAD PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
361	CAPITAL PROJ-ROAD PROJECTS							
-----								
61999599	RESERVES							
-----								
61999599	599009 OVER BUDGETED EXPENDITURES	0	385,730	385,730	.00	.00	385,730.00	.0%
61999599	599208 RESERVE BOND INTEREST	407,625	28,144	435,769	.00	.00	435,769.00	.0%
61999599	599410 RES FOR ROAD PAVING-BOND	1,611,446	-1,333,862	277,584	.00	.00	277,584.00	.0%
	TOTAL RESERVES	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	.0%
	TOTAL CAPITAL PROJ-ROAD PROJECTS	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	.0%
	TOTAL EXPENSES	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	
	GRAND TOTAL	2,019,071	-919,988	1,099,083	.00	.00	1,099,083.00	.0%

03/29/2005  
12:16:59

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT

PAGE 1  
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FOR 2005 99

361	CAPITAL PROJ-ROAD PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
361	CAPITAL PROJ-ROAD PROJECTS							
-----								
61442541	GRIFFIN ROAD							
-----								
61442541	563100 ROAD CONSTRUCTION/IMPROVEM	0	10,000	10,000	.00	.00	10,000.00	.0%
61442541	563360 CONSTR ENGINEER INSPECTION	0	4,218	4,218	1,606.61	.00	<u>2,611.39</u>	38.1%
	TOTAL GRIFFIN ROAD	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%
	TOTAL CAPITAL PROJ-ROAD PROJECTS	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%
	TOTAL EXPENSES	0	14,218	14,218	1,606.61	.00	12,611.39	
	GRAND TOTAL	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%

\$ 245480 signed of c 61442541 RTB  
reimbursement

of c  
61442541  
-563100  
10,000. +  
RTB signed 2,454.8 -  
CEI 2,611.39 +  
001  
available 10,156.59 ◊  
BT requested 10,000. +  
0021  
20,156.59G+

County  
ContractorField  
Other**CHANGE ORDER REQUEST**PROJECT: Griffin Road ReconstructionCHANGE ORDER NUMBER: 01DATE: March 21, 2005CONTRACT NUMBER: NC020-03TO CONTRACTOR: John Carlo, Inc.14165 North Main Street, Jacksonville, Florida 32218

The contract is changed as follows:

Adjust original contract quantities to reflect actual quantities measured in place upon completion of the project and create a new line item #7A Failed Subgrade Areas (2) further described as follows.

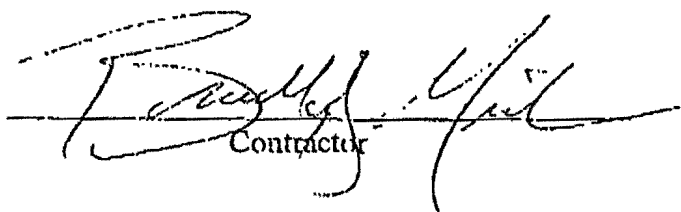
<u>Item#</u>	<u>Description</u>	<u>Contract Qty.</u>	<u>Revised Qty</u>	<u>Change in Value</u>
4	Hay or Straw Bales	500 EA	40 TN	(3,473.00)
5	Staked Turbidity	220 LF	270 LF	337.50
7	Field Office	1 EA	0 EA	(20,775.00)
7A	Failed Subgrade Areas (2)	0 LS	1 LS	20,000.00
10	Subsoil Excavation	3,473 SY	2,295 SY	(7,421.40)
14	Limerock 10"	35,485 SY	33,343 SY	(21,420.00)
15	Limerock 4"	14,242 SY	7,834 SY	(32,040.00)
16	Limerock 6"	904 SY	0 SY	(8,767.83)
17	Bituminous Prime Coat	6,625 GAL	5,815 GAL	(972.00)
18	Bituminous Tack Coat	2,178 GAL	1,434 GAL	(855.60)
19	Asphaltic Concrete Type "S"	5,926 TN	4,621.28 TN	(63,539.86)
20	Miscellaneous Asphalt	140 TN	312.57 TN	16,902.06
21	Concrete Class 1 Headwall	21 CY	21 CY	54.47
27	15" Corr. Culvert Pipe Cross Drain	415 LF	635 LF	4,620.00
31	U Endwall 24"	8 EA	7 EA	(1,008.00)
34	18" Mitered End Section	10 EA	0 EA	(6,710.00)
35	24" Mitered End Section	18 EA	2 EA	(13,536.00)
36	Type II Underdrain	971 LF	1,038 LF	934.65
45	Seed & Mulch	26,148 SY	17,478.66 SY	(5,201.60)
46	Permanent Grass Seed	502 LB	0 LB	(1,255.00)
47	Mulch Material	22 TN	0 TN	(2,181.31)
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51	Sodding Bermuda	48,395 SY	60,380.42 SY	25,169.38
53	Sign Single Post	43 AS	37 AS	(1,377.60)
54	Existing Sign Removal	29 AS	26 AS	(6.60)
56	Post Mounted Object Marker	82 EA	42 EA	(4,256.00)
57	Yllw Skip Traffic Stripe (Thermo)	15,741 LF	7,642 LF	(809.90)
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59	6" Yllw Sld Traff Stripe (Thermo)	17,738 LF	11,944 LF	(1,158.80)
60	24" White Sld Traff Stripe (Thermo)	41 LF	15 LF	(28.60)
	<b>Total Decrease in Contract Amount</b>			<b>\$133,225.55</b>

Original Contract Sum.....	\$	<u>3,314,427.21</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,314,427.21</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(133,225.55)</u>
New Contract Sum Including this Change Order.....	\$	<u>3,181,201.66</u>

The Contract Time for substantial completion will be (increascd) (~~decreased~~) (~~unchanged~~) by 124 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: 3/28/05

APPROVED BY: \_\_\_\_\_  
Jose Deliz, Engineering Services Director

DATE: \_\_\_\_\_



03/01/2005  
14:40:31

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT  
EXPENDITURES

PAGE 3  
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FOR 2005 99

361	CAPITAL PROJ-ROAD PROJECTS	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
61440541	563359 MATERIALS TESTING/LAB FEES	0	0	0	.00	.00	.00	.0%
61440541	563360 CONSTR ENGINEER INSPECTION	0	0	0	.00	.00	.00	.0%
61440541	563365 ENGINEERING & DESIGN SVCS	0	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	173,246	61,653	234,899	.00	.00	234,899.00	.0%
	TOTAL BARNWELL ROAD	173,246	61,653	234,899	.00	.00	234,899.00	.0%
61441541 HARPER CHAPEL ROAD								
-----								
56 CAPITAL OUTLAY								
-----								
61441541	563100 ROAD CONSTRUCTION/IMPROVEM	0	0	0	.00	.00	.00	.0%
61441541	563358 RIGHT-OF-WAY AQUISITION	0	0	0	.00	.00	.00	.0%
61441541	563360 CONSTR ENGINEER INSPECTION	0	0	0	.00	.00	.00	.0%
61441541	563365 ENGINEERING & DESIGN SVCS	0	0	0	.00	.00	.00	.0%
61441541	563381 RD CONST-PERMITS	0	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	0	0	0	.00	.00	.00	.0%
	TOTAL HARPER CHAPEL ROAD	0	0	0	.00	.00	.00	.0%
61442541 GRIFFIN ROAD								
-----								
56 CAPITAL OUTLAY								
-----								
*61442541	563100 ROAD CONSTRUCTION/IMPROVEM	0	10,000	10,000	.00	.00	10,000.00	.0%
61442541	563358 RIGHT-OF-WAY AQUISITION	0	0	0	.00	.00	.00	.0%
61442541	563360 CONSTR ENGINEER INSPECTION	0	4,218	4,218	1,606.61	.00	2,611.39	38.1%
61442541	563365 ENGINEERING & DESIGN SVCS	0	0	0	.00	.00	.00	.0%
61442541	563381 RD CONST-PERMITS	0	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%
	TOTAL GRIFFIN ROAD	0	14,218	14,218	1,606.61	.00	12,611.39	11.3%
61443541 PINERIDGE ROAD								
-----								
56 CAPITAL OUTLAY								
-----								
61443541	563100 ROAD CONSTRUCTION/IMPROVEM	33,943	37,829	71,772	45,866.86	927.20	24,977.94	65.2%

03/01/2005  
14:40:31

BOARD OF COMMISSIONERS  
YEAR-TO-DATE BUDGET REPORT  
EXPENDITURES

PAGE 6  
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FOR 2005 99

361	CAPITAL PROJ-ROAD PROJECTS	ORIGINAL APPROP	TRNFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
56	CAPITAL OUTLAY	-----						
61452541	563100 ROAD CONSTRUCTION/IMPROVEM	100,000	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	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	100,000	882	100,882	.00	.00	100,882.00	.0%
	TOTAL FORD ROAD	100,000	882	100,882	.00	.00	100,882.00	.0%
61455541	LIME STREET	-----						
56	CAPITAL OUTLAY	-----						
61455541	563100 ROAD CONSTRUCTION/IMPROVEM	0	4,252	4,252	1,469.10	.00	2,782.90	34.6%
61455541	563141 LIME ST-ENGINEER & DESIGN	0	33,502	33,502	15,963.88	.00	17,538.12	47.7%
61455541	563190 JENSEN CIVIL CONSTRUCTION	0	579,806	579,806	557,896.12	.00	21,909.88	96.2%
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	36,694	36,694	7,530.99	.00	29,163.01	20.5%
61455541	563803 CONSTRUCTION CONTINGENCY	0	95,572	95,572	.00	.00	95,572.00	.0%
	TOTAL CAPITAL OUTLAY	0	751,826	751,826	582,860.09	.00	168,965.91	77.5%
	TOTAL LIME STREET	0	751,826	751,826	582,860.09	.00	168,965.91	77.5%
61999599	RESERVES	-----						
59	OTHER USES	-----						
61999599	599001 RES FOR CONTING-NON BOND	0	0	0	.00	.00	.00	.0%
61999599	599009 OVER BUDGETED EXPENDITURES	0	385,730	385,730	.00	.00	385,730.00	.0%
<del>61999599</del>	<del>599208 RESERVE BOND INTEREST</del>	<del>307,625</del>	<del>28,144</del>	<del>435,769</del>	<del>.00</del>	<del>.00</del>	<del>435,769.00</del>	<del>.0%</del>
61999599	599402 RES. BRIDGE PROJ.-BOND	0	0	0	.00	.00	.00	.0%
61999599	599410 RES FOR ROAD PAVING-BOND	1,611,446	-1,333,862	277,584	.00	.00	277,584.00	.0%
61999599	599900 CASH TO BE CARRIED FORWARD	0	0	0	.00	.00	.00	.0%

Griffin  
Carlo  
Corp.



Nassau County Engineering Services  
213 Nassau Place  
Yulee, Florida 32097

José Deliz,  
Director

March 26, 2004

Mr. Brad Missler  
Project Manager  
Griffin Road Project  
John Carlo, Inc  
14165 N Main Street.  
Jacksonville, Florida 32218

Dear Mr. Missler,

Your company is authorized to remove up to three feet of unsuitable soil from station 103+00 to 106+00 and station 112+75 to 116+00 (about 625 linear feet) on Griffin Road. You are also authorized to reuse the limestone that needs to be removed to reach the unsuitable soil.

It is agreed, that this work will not exceed \$20,000 and that you will maintain adequate drainage during the work.

The County also agrees to allow a time extension for the workdays lost.

Sincerely,

James R Rowland, PE  
Nassau County Engineering Services

Cc. Mike Mullen, County Attorney  
Chip Oxley, Clerk of Courts  
Dawn Stevenson, Contract Manager

YULEE  
(904) 491-3609

TOLL FREE  
1 800-948-3364

FAX  
(904) 491-3611

**JOHN CARLO, INCORPORATED**

14165 N. Main Street  
Jacksonville, Florida 32218  
904.696.8865

Fax 904.338.0174  
6968951

March 24, 2004

Ms. Dawn Stevenson, Contract Manager  
Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Ref: Griffin Road Reconstruction (SR 200 to CR 121A)  
Nassau County Florida  
Bid No. NC020-03  
JCI # 1995

Dear Ms. Stevenson:

We have reviewed the information offered in the letters dated March 15<sup>th</sup> from Mr. Blaydes with Ellis & Associates and March 17<sup>th</sup> from Mr. Gray with The R-A-M Professional Group, which we received via fax on March 23<sup>rd</sup>. Please provide us your direction as to how you would like us to proceed with the project.

It is our position that any corrective work required to stabilize roadway areas already constructed will be considered extra work by us and we will be entitled to additional compensation per Section 18 of the specifications. We would like to advise you of the following in order to help you understand our position:

- The letter from Mr. Blaydes implies that "over excavation" of existing material took place as part of our construction sequence from stations 103+00 to 106+00 and from 112+75 to 116+00. This was not the case. The county inspection force evaluated the areas in question and determined that over excavation was not required. This was done after several test holes were excavated in this area.
- Mr. Blaydes letter refers to upward and downward "deflection." This "deflection" is actually wheel rutting which is the reason we originally asked for direction from the county on this issue. We agree that the inability of the soils under the roadway to drain is the cause of the "instability" under the roadway. However, the ditch adjacent to affected areas has already been cut to final grade. Any anticipated drainage should have been picked up by the ditch.

- Reference made to our MOT plans contained in the letter from Mr. Gray implies that the lack of temporary drainage piping or swales is the cause of "the problems." We remind you that the revised MOT plan, which was subject to your consulting engineer's approval, showed no grades for temporary piping or swales. We also feel that major sections of the roadway were constructed in an identical fashion with no such issues.
- Mr. Gray's letter also could be interpreted that the installation of temporary pipe was part of the design process for the final roadway. We find this unlikely and wonder if he has provided you calculations that would support that idea. Our redesign allowed for the control and conveyance of surface water on the project. No significant periods of ponding or saturation was allowed to occur. Temporary pipes or swales are not intended to change the soil characteristics under the final roadway.

In conclusion, John Carlo Incorporated notified Nassau County on March 8<sup>th</sup> that the problem discussed in this letter was serving to delay critical path items in our schedule. As of today we have incurred 17 days of MOT and overhead costs that will continue until an adequate solution allows us to resume our work. We are entitled to compensation for costs and time extensions as allowed in the contract documents to cover these delays.

If you have any questions or concerns please feel free to call us at 904-225-4848.

Sincerely,



Bradley S. Missler  
Project Manager

Cc: Curtis Johnson – JCI  
David Erickson – JCI  
John Solich – JCI  
File



# THE R-A-M PROFESSIONAL GROUP, INC.

ENGINEERING - PLANNING - ENVIRONMENTAL CONSULTANTS

March 17, 2004

Via Facsimile: 904-321-5784

Mrs. Dawn Stevenson, Contract Manager  
Nassau County Coordinator Administration  
220 Nassau Place  
Yulee, Florida 32097

Re: Report of Site Observations March 8, 2004 and Recommendations  
Griffin Road Reconstruction (SR 200 to CR 121A)  
Nassau County, Florida  
Project No. NC009-00  
R-A-M Project No. 200-018-05

Dear Mrs. Stevenson:

In response to a call from your Mr. Rick Miller wherein he described a problem of roadway failure of the proposed roadway just before paving operations were to begin at two locations, we requested Dan Blaydes with Ellis & Associates to visit the site since testing of the construction material would need to be performed. We have attached Mr. Blaydes' summary of his findings and recommendations to correct the problem. Mr. Blaydes attributes the problems generally due to inadequate drainage of surface water.

The Contractor determined to not use the general guidelines for maintenance of traffic during construction provided on our drawings. These guidelines required the installation of temporary drainage piping which the Contractor decided to not incorporate into his plan due to the cost of the temporary piping. An alternate MOT plan was designed by a professional engineer and the design indicates swales will be used for drainage removal. The Contractor is not implementing the plan in the locations where the problems are occurring.

Regarding the recommendations by Mr. Blaydes to rectify the problems, we are in agreement with his recommendations.

Please contact us if you have any questions.

Best personal regards,  
THE R-A-M PROFESSIONAL GROUP, INC.

Frank E. Gray, Jr., P.E.  
Principal and Director of Engineering

FEG:lmj

Att.

cc: Mr. Dan Blaydes, P.E., Ellis & Associates, Inc.

8298 Bayberry Road, Suite 1 - Jacksonville, Florida 32256  
(904) 731-5440 - FAX (904) 731-5465

04 MAR 18 PM 2:22

RECEIVED  
COUNTY COORDINATORS  
OFFICE

# **E&A** Ellis & Associates inc.

Environmental ■ Geotechnical ■ Materials Testing  
*Integrated Engineering Services*

March 15, 2004

Eng. Frank Gray  
R-A-M Professional Group  
8298 Bayberry Road, Suite 1  
Jacksonville, Florida 32256

Subject: Report of Site Observations and Recommendations  
Griffin Road  
Nassau County, Florida  
E&A Project No. 01-1452.2

Dear Eng. Gray:

As requested, Ellis & Associates' personnel visited the subject project site to observe two areas of base and/or subgrade instability. This letter briefly describes the results of our observations, provides an opinion of the cause of the distress, and presents our recommendations for repair.

A site visit was performed on March 8, 2004 to observe 2 areas of base/subgrade instability in an area that had been previously prepared for pavement. The areas were located between Station 103+00 to 106+00 and 112+75 to 116+00. Construction of these areas of roadway, consisting of over-excavation of clayey subgrade, replacement with structural fill and stabilized subgrade, and construction of the limerock base, was completed in February, 2004. It was reported that construction traffic was causing pumping, deflection and cracking of the surface of the limerock base. At the time of our site visit, the section from 103+00 to 106+00 had been scarified and the section from 112+75 to 116+00 was not disturbed. Some cracking of the limerock surface was observed in both areas.

During our site observation, 2 test pits were excavated between 103+00 and 106+00 to observe subsurface conditions. The materials encountered consisted of 10 (or more) inches of limerock, 12 inches of stabilized subgrade, and sandy structural fill soils extending to the depth of the excavation. During the excavation, a probe rod was used to estimate the consistency or density of the soil layers. The stabilized subgrade and structural fill appeared to be well compacted. However, an area of soft, wet clayey soils was observed in an area approximately 12 to 18 inches wide just below the stabilized subgrade. A second test pit was excavated to see if the soft area was continuous. Based on this test pit, the narrow band of soft soils appears to run parallel to the roadway under the eastern side of the northbound lane.

A single test pit was excavated in the area between 112+75 and 116+00. This excavation indicated 10 inches of limerock, and 12 inches of stabilized subgrade underlain by sandy subgrade soils. All materials appeared to be well-compacted. No soft soils or moisture were noted, but a vertical distortion of the limerock/subgrade was noted. Within a 12 inch wide area, the bottom level of the limerock was observed to be deflected downward along with a corresponding upward deflection of the stabilized subgrade materials. The vertical movement was approximately 6 to 7 inches.

Based on our visual observations during the site visit, both of these areas are in relatively low-lying areas. Although the ditches were dry during our site visit, we noted evidence of previously standing water along the

ditch lines. In addition, water was observed standing in a wetland area near Station 113+00. We understand that during wet periods, this water has been 1 to 2 feet higher than the current level.

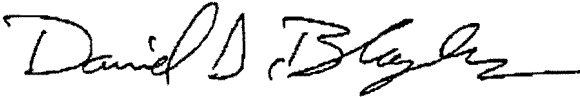
Based on our field observations, it is our opinion that the base/subgrade instability has been caused by inadequate drainage of surface water which leads to saturation and softening of the subgrade and base materials. In the area of Station 103+00 to 106+00, a narrow zone of soft, wet clayey soils has contributed to the instability. It is also our opinion that the instability can be corrected by the proper drainage of the surface water.

We recommend removal of the narrow band of soft, wet clayey soils noted in the section from 103+00 to 106+00. This material should be replaced with properly compacted structural fill soils, limerock or flowable fill. The depth of removal is not required to extend deeper than 3 feet below the bottom of the limerock base. The 12 inch stabilized subgrade may consist of either limerock or flowable fill due to the anticipated difficulty of reconstructing stabilized subgrade in a trench. After the replacement operation is complete, we recommend scarifying, moisture conditioning, and recompacting the limerock base. More extensive areas of soft soils than noted herein should be brought to our attention. In the area from 112+75 to 116+00, we recommend replacing the area of displaced limerock and subgrade followed by scarifying, moisture conditioning, and recompacting the limerock surface. Paving may proceed after the final compaction and testing of the limerock surface.

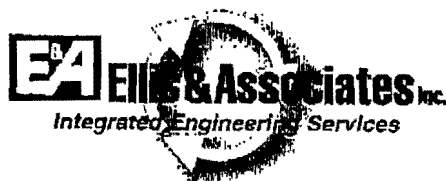
We appreciate the opportunity to provide engineering services for this project. If you have any questions concerning this letter, or if we can serve you in any other way, please contact me.

Sincerely,

**ELLIS & ASSOCIATES, INC.**



Daniel G. Blaydes, P.E.  
Senior Geotechnical Engineer





County  
Contractor

Field  
Other

**CHANGE ORDER REQUEST**PROJECT: Griffin Road ReconstructionCHANGE ORDER NUMBER: 01DATE: March 21, 2005CONTRACT NUMBER: NC020-03TO CONTRACTOR: John Carlo, Inc.14165 North Main Street, Jacksonville, Florida 32218

The contract is changed as follows:

Adjust original contract quantities to reflect actual quantities measured in place upon completion of the project and create a new line item #7A Failed Subgrade Areas (2) further described as follows.

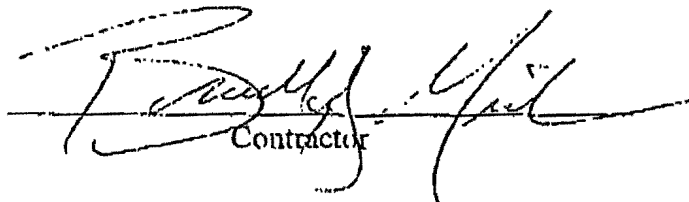
<u>Item#</u>	<u>Description</u>	<u>Contract Qty.</u>	<u>Revised Qty</u>	<u>Change in Value</u>
4	Hay or Straw Bales	500 EA	40 TN	(3,473.00)
5	Staked Turbidity	220 LF	270 LF	337.50
7	Field Office	1 EA	0 EA	(20,775.00)
7A	Failed Subgrade Areas (2)	0 LS	1 LS	20,000.00
10	Subsoil Excavation	3,473 SY	2,295 SY	(7,421.40)
14	Limerock 10"	35,485 SY	33,343 SY	(21,420.00)
15	Limerock 4"	14,242 SY	7,834 SY	(32,040.00)
16	Limerock 6"	904 SY	0 SY	(8,767.83)
17	Bituminous Prime Coat	6,625 GAL	5,815 GAL	(972.00)
18	Bituminous Tack Coat	2,178 GAL	1,434 GAL	(855.60)
19	Asphaltic Concrete Type "S"	5,926 TN	4,621.28 TN	(63,539.86)
20	Miscellaneous Asphalt	140 TN	312.57 TN	16,902.06
21	Concrete Class 1 Headwall	21 CY	21 CY	54.47
27	15" Corr. Culvert Pipe Cross Drain	415 LF	635 LF	4,620.00
31	U Endwall 24"	8 EA	7 EA	(1,008.00)
34	18" Mitered End Section	10 EA	0 EA	(6,710.00)
35	24" Mitered End Section	18 EA	2 EA	(13,536.00)
36	Type II Underdrain	971 LF	1,038 LF	934.65
45	Seed & Mulch	26,148 SY	17,478.66 SY	(5,201.60)
46	Permanent Grass Seed	502 LB	0 LB	(1,255.00)
47	Mulch Material	22 TN	0 TN	(2,181.31)
48	Fertilizer	5 TN	5 TN	(61.71)
50	Grass Seed Quick Grow MOT	146 LB	0 LB	(160.60)
51	Sodding Bermuda	48,395 SY	60,380.42 SY	25,169.38
53	Sign Single Post	43 AS	37 AS	(1,377.60)
54	Existing Sign Removal	29 AS	26 AS	(6.60)
56	Post Mounted Object Marker	82 EA	42 EA	(4,256.00)
57	Yllw Skip Traffic Stripe (Thermo)	15,741 LF	7,642 LF	(809.90)
58	6" White Solid Traffic Stripe	44,979 LF	23,843 LF	(4,227.20)

59	6" Yllw Sld Traff Stripe (Thermo) 17,738 LF	11,944 LF	(1,158.80)
60	24" White Sld Traff Stripe (Thermo) 41 LF	15 LF	(28.60)
	<b>Total Decrease in Contract Amount</b>		<b>\$133,225.55</b>

Original Contract Sum.....	\$	<u>3,314,427.21</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>3,314,427.21</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>(133,225.55)</u>
New Contract Sum Including this Change Order.....	\$	<u>3,181,201.66</u>

The Contract Time for substantial completion will be (increased) (decreased) (~~unchanged~~) by 124 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: 5/28/05

APPROVED BY: \_\_\_\_\_  
Jose Deliz, Engineering Services Director

DATE: \_\_\_\_\_

03/01/2005  
14:40:31

BOARD OF COMMISSIONERS  
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FOR 2005 99

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61440541	563359 MATERIALS TESTING/LAB FEES	0	0	0	.00	.00	.00	.0%
61440541	563360 CONSTR ENGINEER INSPECTION	0	0	0	.00	.00	.00	.0%
61440541	563365 ENGINEERING & DESIGN SVCS	0	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	173,246	61,653	234,899	.00	.00	234,899.00	.0%
	TOTAL BARNWELL ROAD	173,246	61,653	234,899	.00	.00	234,899.00	.0%
61441541 HARPER CHAPEL ROAD								
-----								
56 CAPITAL OUTLAY								
-----								
61441541	563100 ROAD CONSTRUCTION/IMPROVEM	0	0	0	.00	.00	.00	.0%
61441541	563358 RIGHT-OF-WAY AQUISITION	0	0	0	.00	.00	.00	.0%
61441541	563360 CONSTR ENGINEER INSPECTION	0	0	0	.00	.00	.00	.0%
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61441541	563381 RD CONST-PERMITS	0	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	0	0	0	.00	.00	.00	.0%
	TOTAL HARPER CHAPEL ROAD	0	0	0	.00	.00	.00	.0%
61442541 GRIFFIN ROAD								
-----								
56 CAPITAL OUTLAY								
-----								
*61442541	563100 ROAD CONSTRUCTION/IMPROVEM	0	10,000	10,000	.00	.00	10,000.00	.0%
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TOTAL CAPITAL OUTLAY		100,000	882	100,882	.00	.00	100,882.00	.0%
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61455541	563359 MATERIALS TESTING/LAB FEES	0	2,000	2,000	.00	.00	2,000.00	.0%
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TOTAL CAPITAL OUTLAY		0	751,826	751,826	582,860.09	.00	168,965.91	77.5%
TOTAL LIME STREET		0	751,826	751,826	582,860.09	.00	168,965.91	77.5%
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-----								
59 OTHER USES								
-----								
61999599	599001 RES FOR CONTING-NON BOND	0	0	0	.00	.00	.00	.0%
61999599	599009 OVER BUDGETED EXPENDITURES	0	385,730	385,730	.00	.00	385,730.00	.0%
*61999599	599208 RESERVE BOND INTEREST	407,625	28,144	435,769	.00	.00	435,769.00	.0%
61999599	599402 RES. BRIDGE PROJ.-BOND	0	0	0	.00	.00	.00	.0%
61999599	599410 RES FOR ROAD PAVING-BOND	1,611,446	-1,333,862	277,584	.00	.00	277,584.00	.0%
61999599	599900 CASH TO BE CARRIED FORWARD	0	0	0	.00	.00	.00	.0%

Griffin  
Carlo Corp.



Nassau County Engineering Services  
213 Nassau Place  
Yulee, Florida 32097

José Deliz,  
Director

March 26, 2004

Mr. Brad Missler  
Project Manager  
Griffin Road Project  
John Carlo, Inc  
14165 N Main Street  
Jacksonville, Florida 32218

Dear Mr. Missler,

Your company is authorized to remove up to three feet of unsuitable soil from station 103+00 to 106+00 and station 112+75 to 116+00 (about 625 linear feet) on Griffin Road. You are also authorized to reuse the limestone that needs to be removed to reach the unsuitable soil.

It is agreed, that this work will not exceed \$20,000 and that you will maintain adequate drainage during the work.

The County also agrees to allow a time extension for the workdays lost.

Sincerely,

James R Rowland, PE  
Nassau County Engineering Services

Cc. Mike Mullen, County Attorney  
Chip Oxley, Clerk of Courts  
Dawn Stevenson, Contract Manager

YULEE  
(904) 491-3609

TOLL FREE  
1 800-948-3364

FAX  
(904) 491-3611



# JOHN CARLO, INCORPORATED

14165 N. Main Street  
Jacksonville, Florida 32218  
904.696.8865  
Fax 904.338.0174  
6468951

March 24, 2004

Ms. Dawn Stevenson, Contract Manager  
Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Ref: Griffin Road Reconstruction (SR 200 to CR 121A)  
Nassau County Florida  
Bid No. NC020-03  
JCI # 1995

Dear Ms. Stevenson:

We have reviewed the information offered in the letters dated March 15<sup>th</sup> from Mr. Blaydes with Ellis & Associates and March 17<sup>th</sup> from Mr. Gray with The R-A-M Professional Group, which we received via fax on March 23<sup>rd</sup>. Please provide us your direction as to how you would like us to proceed with the project.

It is our position that any corrective work required to stabilize roadway areas already constructed will be considered extra work by us and we will be entitled to additional compensation per Section 18 of the specifications. We would like to advise you of the following in order to help you understand our position:

- The letter from Mr. Blaydes implies that "over excavation" of existing material took place as part of our construction sequence from stations 103+00 to 106+00 and from 112+75 to 116+00. This was not the case. The county inspection force evaluated the areas in question and determined that over excavation was not required. This was done after several test holes were excavated in this area.
- Mr. Blaydes letter refers to upward and downward "deflection." This "deflection" is actually wheel rutting which is the reason we originally asked for direction from the county on this issue. We agree that the inability of the soils under the roadway to drain is the cause of the "instability" under the roadway. However, the ditch adjacent to affected areas has already been cut to final grade. Any anticipated drainage should have been picked up by the ditch.

- Reference made to our MOT plans contained in the letter from Mr. Gray implies that the lack of temporary drainage piping or swales is the cause of "the problems." We remind you that the revised MOT plan, which was subject to your consulting engineer's approval, showed no grades for temporary piping or swales. We also feel that major sections of the roadway were constructed in an identical fashion with no such issues.
- Mr. Gray's letter also could be interpreted that the installation of temporary pipe was part of the design process for the final roadway. We find this unlikely and wonder if he has provided you calculations that would support that idea. Our redesign allowed for the control and conveyance of surface water on the project. No significant periods of ponding or saturation was allowed to occur. Temporary pipes or swales are not intended to change the soil characteristics under the final roadway.

In conclusion, John Carlo Incorporated notified Nassau County on March 8<sup>th</sup> that the problem discussed in this letter was serving to delay critical path items in our schedule. As of today we have incurred 17 days of MOT and overhead costs that will continue until an adequate solution allows us to resume our work. We are entitled to compensation for costs and time extensions as allowed in the contract documents to cover these delays.

If you have any questions or concerns please feel free to call us at 904-225-4848.

Sincerely,



Bradley S. Missler  
Project Manager

Cc: Curtis Johnson - JCI  
David Erickson - JCI  
John Solich - JCI  
File



# THE R-A-M PROFESSIONAL GROUP, INC.

ENGINEERING - PLANNING - ENVIRONMENTAL CONSULTANTS

March 17, 2004

Via Facsimile: 904-321-5784

Mrs. Dawn Stevenson, Contract Manager  
Nassau County Coordinator Administration  
220 Nassau Place  
Yulee, Florida 32097

Re: Report of Site Observations March 8, 2004 and Recommendations  
Griffin Road Reconstruction (SR 200 to CR 121A)  
Nassau County, Florida  
Project No. NC009-00  
R-A-M Project No. 200-018-05

Dear Mrs. Stevenson:

In response to a call from your Mr. Rick Miller wherein he described a problem of roadway failure of the proposed roadway just before paving operations were to begin at two locations, we requested Dan Blaydes with Ellis & Associates to visit the site since testing of the construction material would need to be performed. We have attached Mr. Blaydes' summary of his findings and recommendations to correct the problem. Mr. Blaydes attributes the problems generally due to inadequate drainage of surface water.

The Contractor determined to not use the general guidelines for maintenance of traffic during construction provided on our drawings. These guidelines required the installation of temporary drainage piping which the Contractor decided to not incorporate into his plan due to the cost of the temporary piping. An alternate MOT plan was designed by a professional engineer and the design indicates swales will be used for drainage removal. The Contractor is not implementing the plan in the locations where the problems are occurring.

Regarding the recommendations by Mr. Blaydes to rectify the problems, we are in agreement with his recommendations.

Please contact us if you have any questions.

Best personal regards,  
THE R-A-M PROFESSIONAL GROUP, INC.

Frank E. Gray, Jr., P.E.  
Principal and Director of Engineering

FEG:lmj

Att.

cc: Mr. Dan Blaydes, P.E., Ellis & Associates, Inc.

8298 Bayberry Road, Suite 1 - Jacksonville, Florida 32256  
(904) 731-5440 - FAX (904) 731-5465

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COUNTY COORDINATORS  
OFFICE





Environmental ■ Geotechnical ■ Materials Testing  
*Integrated Engineering Services*

March 15, 2004

Eng. Frank Gray  
R-A-M Professional Group  
8298 Bayberry Road, Suite 1  
Jacksonville, Florida 32256

Subject: Report of Site Observations and Recommendations  
Griffin Road  
Nassau County, Florida  
E&A Project No. 01-1452.2

Dear Eng. Gray:

As requested, Ellis & Associates' personnel visited the subject project site to observe two areas of base and/or subgrade instability. This letter briefly describes the results of our observations, provides an opinion of the cause of the distress, and presents our recommendations for repair.

A site visit was performed on March 8, 2004 to observe 2 areas of base/subgrade instability in an area that had been previously prepared for pavement. The areas were located between Station 103+00 to 106+00 and 112+75 to 116+00. Construction of these areas of roadway, consisting of over-excavation of clayey subgrade, replacement with structural fill and stabilized subgrade, and construction of the limerock base; was completed in February, 2004. It was reported that construction traffic was causing pumping, deflection and cracking of the surface of the limerock base. At the time of our site visit, the section from 103+00 to 106+00 had been scarified and the section from 112+75 to 116+00 was not disturbed. Some cracking of the limerock surface was observed in both areas.

During our site observation, 2 test pits were excavated between 103+00 and 106+00 to observe subsurface conditions. The materials encountered consisted of 10 (or more) inches of limerock, 12 inches of stabilized subgrade, and sandy structural fill soils extending to the depth of the excavation. During the excavation, a probe rod was used to estimate the consistency or density of the soil layers. The stabilized subgrade and structural fill appeared to be well compacted. However, an area of soft, wet clayey soils was observed in an area approximately 12 to 18 inches wide just below the stabilized subgrade. A second test pit was excavated to see if the soft area was continuous. Based on this test pit, the narrow band of soft soils appears to run parallel to the roadway under the eastern side of the northbound lane.

A single test pit was excavated in the area between 112+75 and 116+00. This excavation indicated 10 inches of limerock, and 12 inches of stabilized subgrade underlain by sandy subgrade soils. All materials appeared to be well-compacted. No soft soils or moisture were noted, but a vertical distortion of the limerock/subgrade was noted. Within a 12 inch wide area, the bottom level of the limerock was observed to be deflected downward along with a corresponding upward deflection of the stabilized subgrade materials. The vertical movement was approximately 6 to 7 inches.

Based on our visual observations during the site visit, both of these areas are in relatively low-lying areas. Although the ditches were dry during our site visit, we noted evidence of previously standing water along the

ditch lines. In addition, water was observed standing in a wetland area near Station 113+00. We understand that during wet periods, this water has been 1 to 2 feet higher than the current level.

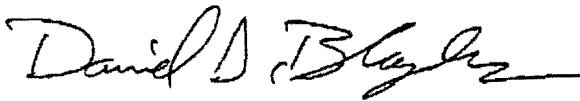
Based on our field observations, it is our opinion that the base/subgrade instability has been caused by inadequate drainage of surface water which leads to saturation and softening of the subgrade and base materials. In the area of Station 103+00 to 106+00, a narrow zone of soft, wet clayey soils has contributed to the instability. It is also our opinion that the instability can be corrected by the proper drainage of the surface water.

We recommend removal of the narrow band of soft, wet clayey soils noted in the section from 103+00 to 106+00. This material should be replaced with properly compacted structural fill soils, limerock or flowable fill. The depth of removal is not required to extend deeper than 3 feet below the bottom of the limerock base. The 12 inch stabilized subgrade may consist of either limerock or flowable fill due to the anticipated difficulty of reconstructing stabilized subgrade in a trench. After the replacement operation is complete, we recommend scarifying, moisture conditioning, and recompacting the limerock base. More extensive areas of soft soils than noted herein should be brought to our attention. In the area from 112+75 to 116+00, we recommend replacing the area of displaced limerock and subgrade followed by scarifying, moisture conditioning, and recompacting the limerock surface. Paving may proceed after the final compaction and testing of the limerock surface.

We appreciate the opportunity to provide engineering services for this project. If you have any questions concerning this letter, or if we can serve you in any other way, please contact me.

Sincerely,

**ELLIS & ASSOCIATES, INC.**



Daniel G. Blaydes, P.E.  
Senior Geotechnical Engineer

