

CS-17-103

NOTICE OF AWARD

TO: Pars Construction Services, LLC
CONTRACTOR
7643 Gate Parkway, Suite 104-82
ADDRESS
Jacksonville, FL 32256
CITY STATE ZIP

PROJECT: Andrews Road Resurfacing Project (CR 121 to US 1)
NAME

The Nassau County Board of County Commissioners has considered the recommendation to accept the Bid, in the amount of \$585,230.73, for the above described work in response to its Invitation to Bid (ITB), Bid No. NC17-002, opened on September 27, 2017.

You are hereby notified that the Bid has been accepted and the Nassau County Board of County Commissioners has executed the enclosed agreement subject to: Receipt of the applicable bonds and Certificate(s) of Insurance, within ten (10) calendar days from the date of this Notice of Award and receipt of the fully executed agreement. The bonds are required to be recorded at cost to the contractor. The bonds must be recorded within the same ten (10) day period referenced herein. The Clerk of Courts does not accept company or personal checks unless the signee is present and can provide identification.

If you fail to furnish the bonds and the Certificate of Insurance within ten (10) calendar days from the date of this Notice, the County will be entitled to consider any rights arising out of the County's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of this Notice of Award, Bonds, and Insurance Certificates to the Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097. A copy must be sent to Nassau County, Procurement Manager, at 96135 Nassau Place, Suite 6, Yulee, Florida 32097.

Dated this 27th day November, 2017.

Nassau County Board of County Commissioners
BY: [Signature]
TITLE: Chairman

MES 11-29-17

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT is dated as of the 27<sup>th</sup> day of November in the year 2017, by and between the Nassau County Board of County Commissioners (Owner) and Pars Construction Services, LLC located at 7643 Gate Parkway, Suite 104-82, Jacksonville, FL 32256 (Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

**1.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of leveling and overlay of pavement on Andrews Road from County Road 121 to US 1 in Nassau County, Florida. The work to be performed is generally described as resurfacing of a two lane rural road and includes:

- Performing embankment work on shoulders to match pavement profile.
- Constructing an asphalt base.
- Milling pavement at joints with existing pavement.
- Leveling the existing asphalt.
- Overlay of existing asphalt pavement.
- Traffic maintenance and protection.
- Pavement markings.
- Placing performance turf (Sod and Hydroseed).

All work shall be in accordance with the construction drawings, specifications, and contract documents. **BIDDERS MUST BE FDOT PRE-QUALIFIED FOR ALL WORK REQUIRED FOR THIS PROJECT.**

**ARTICLE 2 - THE PROJECT**

**2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Andrews Road Resurfacing Project (CR121 to US1)**  
**Bid Number NC17-011**  
**Nassau County, Florida**

**ARTICLE 3 - ENGINEER OF RECORD**

**3.01** The managing authority for this project shall be the Nassau County Public Works Director, J. Scott Herring, P.E. or his authorized designee.

**ARTICLE 4 - CONTRACT TIMES**

**4.01 Time of the Essence**

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the County and to fully complete the project as specified in Section 4.02 of this Agreement.

**4.02 Days to Achieve Substantial Completion and Final Payment**

The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 90 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 90 calendar days.

**4.03 Liquidated Damages**

- A. Contractor and the County recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any

proper extension thereof granted by the County, Contractor shall pay the County \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

**5.01** The County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A and 5.01 B below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (attached hereto as an exhibit) for a Total of All Unit Prices of:

Five hundred eight-five thousand two hundred thirty dollars and seventy-three cents (\$585,230.73)

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer of Record as provided in paragraph 9.07 of the General Conditions. The final payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the County as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

- A. The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
    - a. 90% percent of the Work completed (with the balance being retainage)
    - b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by Engineer of Record as provided in said Paragraph 14.07.
- B. Final Release of Retainage and acceptance of the project must be approved by the Board of County Commissioners.

**ARTICLE 7 - INTEREST**

- 7.01** All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

**ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

**8.01** In order to induce the County to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Project Manual (enumerated as follows):
    - a. Project Manual table of contents
    - b. General Conditions
    - c. Supplementary Conditions
    - d. Technical Specifications
    - e. Appendixes
    - f. Addenda, if any
  - 3. Exhibits to this Agreement (enumerated as follows):
    - a. General Information and Minimum Insurance Requirements
    - b. Contractor's Bid
  - 4. Documentation submitted by Contractor prior to Notice of Award
  - 5. Drawing index, if any
  - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Payment Bond

- b. Performance Bond
  - c. Certificate of Liability Insurance
  - c. Notice to Proceed
  - d. Work Change Directives
  - e. Change Orders
  - f. Certificate of Substantial Completion
  - g. Certificate of Final Inspection
  - h. Certificate of Engineer
  - i. Certificate of Final Completion
  - j. CONTRACTOR'S release of Performance Bond
  - k. Construction Drawings and plans/ As-Built Drawings
  - l. Supplemental Agreements
  - m. CONTRACTOR'S Waiver of Lien (Partial)
  - n. CONTRACTOR'S Waiver of Lien (Final and Complete)
  - o. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
  - p. Consent of Surety to Final Payment
  - q. Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. The County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Other Provisions**

- A. The County entered into a Small County Road Assistance Agreement with the State of Florida, Department of Transportation (Department), dated April 11, 2016, Financial Project No. 432767-1-54-01, pursuant to Section 339.2816, Florida Statutes, to provide funds for this project. Contractor agrees to be bound by the requirements of the FDOT-SCRAP agreement, incorporate by reference as if set forth herein.
- B. Pursuant to the requirements of the FDOT-SCRAP agreement, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.
- C. Florida Statute 255.099 (Preference to State residents)

1. Contractor agrees to give PREFERENCE to the employment of STATE residents in the performance of the work on the project if STATE residents have substantially equal qualifications to those of nonresidents.
  - a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.
  - b) A contractor required to employ STATE residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the STATE's job bank system

D. Public Records Requirement:

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format

Contract No. CM2494

Bid No. NC17-011

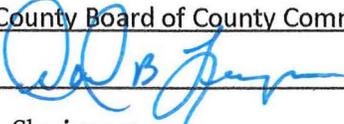
that is compatible with the information technology systems of the public agency

IN WITNESS WHEREOF, the County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor, and Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and Contractor or identified by Engineer of Record on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

OWNER

Nassau County Board of County Commissioners

Signed: 

Title: Chairman

Date: November 27, 2017

[CORPORATE SEAL]

Attest: 

Title: Ex Officio Clerk

Address for giving notices: 96135 Nassau Place, Suite 1

Yulee, Florida 32097

Phone: 904-530-6010 FAX: 904-321-5784

CONTRACTOR

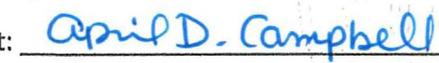
Pars Construction Services, LLC

Signed: 

Title: President

Date: 11/17/17

[CORPORATE SEAL]

Attest: 

Title: Project Manager

Address for giving notices: 7643 Gate Parkway

Suite 104-82

Jacksonville, Fl. 32256

Phone: 904-642-6147 FAX: 904-527-1014

License CGC 1514726

(Where applicable)

Approved as to form by County Attorney

Agent for service of process: 

Signature

(Continued on next page)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

**ANDREWS ROAD  
RESURFACING PROJECT  
INVITATION TO BID (ITB)**

**Bid No. NC17-011**

**Nassau County  
Board of County Commissioners  
Nassau County, Florida**



**PROJECT MANUAL  
CONTAINING  
BIDDING REQUIREMENTS  
CONTRACTOR'S PROPOSAL AGREEMENT  
GENERAL CONDITIONS  
SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS  
AUGUST 2017**

**Prepared By: Nassau County Engineering Department**  
96161 Nassau Place  
Yulee, Florida 32097

**PROJECT MANUAL  
CONTAINING  
BIDDING REQUIREMENTS  
CONTRACTOR'S PROPOSAL  
AGREEMENT  
GENERAL CONDITIONS  
SUPPLEMENTARY CONDITIONS  
AND SPECIFICATIONS**

**FOR  
ANDREWS ROAD RESURFACING PROJECT  
(from CR121 to US1)  
Bid Number NC17-011**

**Prepared for:**

**BOARD OF COUNTY COMMISSIONERS  
Nassau County, Florida**

**Bid Documents  
August 2017**

**ANDREWS ROAD RESURFACING PROJECT  
(FROM CR121 TO US1)**

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**APPENDIX E**

Florida Department of Transportation (FDOT) Small County Road Assistance Program (SCRAP),  
Financial Project No. 432767-1-54-01

**EXHIBIT 1**

General Information and Minimum Insurance Requirements

**SECTION 00 72 15**

**STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT  
EJCDC C-700**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—~~Sections of Division 1 of the Specifications~~ The General Requirements pertain to all Sections of the specifications. (see SC-1.01.21)
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and

furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
52. *Surety*- The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds (see SC-1.01.52).

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

## 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~ five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction. (see SC-2.02.A)

## 2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. Preliminary Schedules: ~~Within 10 days after the Effective Date of the Agreement~~ At the Preconstruction Conference (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review (see SC-2.05.A):

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

- B. Before any Work at the Site is started, Contractor shall deliver to the Owner, certificates of insurance that Contractor is required to purchase and maintain in accordance with Article 5. (see SC-2.05.B)

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling

Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- C. Owner may issue Notice to Proceed at the Preconstruction Conference. Contractor shall begin the Work within twenty-four (24) hours of the date given in the Notice to Proceed. If the Contractor does not start the Work within fourteen (14) calendar days after this date, Owner may, at his discretion, terminate Contractor in accordance with paragraph 15.02. (see SC-2.06.C)

### 2.07 *Initial Acceptance of Schedules*

- A. ~~At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer. All schedules as set forth in Article 2 shall be submitted and accepted by the Owner and engineer within 30 days of NTP. Should any schedule not be accepted within 30 days of the NTP, it will be considered a breach of contract and reason for termination of the contract for cause in accordance with the General Conditions, Section 15.02. (see SC-2.07.A)~~
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor,

documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### 3.02 *Reference Standards*

#### A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter

upon private property without first obtaining written permission from the rightful property owner (see SC-4.01.C)

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

C. In the preparation of Drawings and Specifications, Engineer or Engineer’s Consultant relied upon the following report(s) of explorations and tests of subsurface conditions at the site: Appendix A. (see SC-4.02.C)

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, ~~neither Owner, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors~~ and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or ~~arbitration~~ or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. (see SC-4.03.C.3)

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been

expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys,

and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. ~~All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. All Bonds shall be in the form prescribed by the contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business 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. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute non-responsiveness on the part of the Contractor. The expense for all Bonds shall be the Contractor's responsibility. (see SC-5.01.B)~~
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as Certificate Holder, Engineer as Additional Insured and provide a 30-day cancellation notice.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- ~~B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain. Insurance policies written on a "Claims Made" form is not acceptable without Owner's approval. (see SC-5.03.B)~~
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
- F. Umbrella Liability insurance is preferred, but an Excess Liability equivalent is acceptable. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages, including, but not limited to the coverage Trigger, defense, notice of occurrence/accident/circumstances, notice of claim and extended reporting period. (see SC-5.03.F)
- G. No work shall commence under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 12.03. (see SC-5.03.G)

- H. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability or interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits. (see SC-5.03.H)
- I. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention. (see SC-6.03.I)
- J. These insurance requirements shall not relieve or limit the liability of Contractor. Owner does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. (see SC-5.03.J)
- K. Insurance required of Contractor or any other insurance of Contractor shall be considered primary, and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract. (see SC-5.03.K)
- L. Receipt of Certificates or other documentation of insurance or policies or copies of policies by Owner, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein. (see SC-5.03.L)
- M. The Contractor shall either (a) require each subcontractor to produce and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy. (see SC-5.03.M)
- N. These insurance requirements are minimums and may not be adequate to cover Contractor exposures. (see SC-5.03.N)

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence

satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the amounts shown in Exhibit 1 of the contract documents, or greater where required by Laws and Regulations. (see SC-5.04.C)

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- ~~A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

- ~~1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;~~
- ~~2. be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.~~
- ~~3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~
- ~~4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;~~
- ~~5. allow for partial utilization of the Work by Owner;~~
- ~~6. include testing and startup; and~~

- ~~7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.~~
- ~~B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~
- ~~C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.~~
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- ~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

#### 5.07 *Waiver of Rights*

- ~~A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and~~

~~subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.~~

~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

- ~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
- ~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~

~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

#### 5.08 *Receipt and Application of Insurance Proceeds*

~~A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.~~

~~B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

~~A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance~~

~~with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly. If Owner has any objection to the coverage afforded by or other provisions of Bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. Contractor shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. (see SC-5.09.A)~~

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

~~A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.~~

### ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

#### 6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Owner reserves the right to reject any means, methods, techniques, sequences or procedures proposed by Contractor which:

1. will constitute or create a hazard to the Work or to the persons or damage to property or existing utilities; or
2. will not produce finished work in accordance with the terms of the contract Documents.

Owner's failure to exercise his right to reject such means, methods, techniques, sequences or procedures shall not relieve the Contractor of his obligation to accomplish the result intended in the Contract Documents nor shall the exercise of such right create a cause of action for damages. (see SC-6.01.A)

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (~~which will not be unreasonably withheld~~) given after prior written notice to Engineer.
- C. Engineer shall record time and costs required by Engineer and Engineer's Consultants to provide inspection services due to Contractor's working beyond regular working hours as defined in the General Requirements. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s) in accordance with Section 01 11 00 Part 2.02. (see SC-6.02.C)

#### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
      - 3) it has a proven record of performance and availability of responsive service.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- e. Each action mentioned above required for review of proposed substitute items of material or equipment shall be followed in the order given. Failure to do so shall be cause for rejection of the proposed substitution. (see SC-6.05.A.2.e)
- f. Contractor shall reimburse Owner for the charges of Engineer or Engineer's Consultants for evaluation of substitutions. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s). (see SC-6.05.A.2.f)
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Contractor shall not subcontract part(s) or the work, the aggregate cost of which is greater than 50 percent of the contract price, without prior written approval by Owner. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work that bind Subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provision of the Contract Documents. Nothing contained in the subcontract shall create any contractual relationship between Subcontractor and Owner. Each Subcontractor shall discharge all duties and responsibilities of Contractor to Owner covered by his subcontract. (see SC-6.06.A)

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work. Subcontractors and Suppliers shall be identified on the form provided in the Bidding Requirements. (see SC-6.06.B)
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the

performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified. (see SC-6.08.A)

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations. Contractor shall also cause all Subcontractors to comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations bearing on the conduct of the Work. (see SC-6.09.A)
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03. If Contractor observes that the Contract Documents are at variance with said laws, ordinances, rates, or regulations, Contractor shall promptly notify Engineer of Record and the County in writing, and any necessary changes shall be adjusted as provided in the Contract Documents. Contractor shall not proceed with the Work until so instructed by Owner. (see SC-6.09.B)
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for

Owner. Annotations of record documents shall be legible, precise, and complete as determined by Engineer of Record and the County. (see SC-6.12.A)

### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner. (see SC-6.13.G)

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to

enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only

to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall reimburse Owner for the charges of the County and the County's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s). (see SC-6.17.E.2)

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or
  7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable. (see SC-6.20.A)
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages,

compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. Neither Contractor nor Owner shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or any right, title, or interest therein, or any obligations thereunder, without written consent of the other party. (see SC-6.20.D)

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## ARTICLE 8 – OWNER'S RESPONSIBILITIES

### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. (see SC-8.02)

### 8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

**8.06 Insurance**

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

**8.07 Change Orders**

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

**8.08 Inspections, Tests, and Approvals**

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

**8.09 Limitations on Owner's Responsibilities**

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**8.10 Undisclosed Hazardous Environmental Condition**

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

**8.11 Evidence of Financial Arrangements**

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

**8.12 Compliance with Safety Program**

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION****9.01 Owner's Representative**

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.
- B. Contractor shall reimburse the Owner for the charges of Engineer and Engineer's Consultants for any additional field observations, engineering analysis, correspondence, meetings, or other work due to non-complying or defective construction, materials, or equipment performed or furnished by the Contractor, Subcontractors, or Suppliers. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s). (see SC-9.05.B)

### 9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

### 9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

### 9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS****10.01 *Authorized Changes in the Work***

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

**10.02 *Unauthorized Changes in the Work***

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

**10.03 *Execution of Change Orders***

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

**10.04 *Notification to Surety***

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not

limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~ 15 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time). (see SC-10.05.B)
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation. (see SC-11.01.A.5.c)
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (~~except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D~~), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. (see SC-11.01.A.5.f)
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- j. The cost of specific consideration for the indemnifications set forth in paragraph 6.20. (see SC-11.01.A.5.j)
- k. The cost of compliance with current local, state and federal safety regulations. (see SC-11.01.A.5.k)

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 11.03 Unit Price Work

- A. 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 unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. 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.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
- E. If Owner objects to Contractor's quoted adjustment in Unit Price Work set forth in paragraph 11.03.D, Owner may assign such work to its own forces or another contractor.
- F. Owner reserves the right to delete any Unit Price Work without financial penalty incurred from Contractor.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.
- C. On the 21<sup>st</sup> of each month, or the next following business day, the Contractor shall submit to the Owner and Engineer a request for weather days. Failure to submit the request forfeits the right to claim weather days for that period and any previous period. The Owner will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:
  - (1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions.

No additional compensation will be made for delays caused by the effects of inclement weather. (see SC-12.02.C)

### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will

have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s). (see SC-13.03.A)

~~B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~

~~1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;~~

~~2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and~~

~~3. as otherwise specifically provided in the Contract Documents.~~

B. The Contractor shall obtain and employ an independent testing laboratory to provide the services specified herein and shall include all costs for these services in the contract price. The Contractor shall submit for approval by the Owner and Engineer, the independent testing laboratory, including qualifications.

Copies of all testing agency invoices submitted to the Contractor for payment shall be forwarded with the Contractor's request for partial payment. Invoices shall be submitted routinely throughout the project and shall be pertinent to the partial payment period under consideration. Testing agency invoices in excess of sixty (60) days old shall not be considered for payment. Invoices shall clearly indicate type and amount of test performed, unit and total cost, and shall indicate if the invoiced testing cost is a result of retests required due to the Contractor's failure to achieve specified requirements. The cost of retesting due to test failure will be borne by the Contractor. Payment to Contractor for testing shall not be made without the required itemized invoicing. (see SC-13.03.B)

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of

materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court ~~or arbitration~~ or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner. (see SC-13.08.A)

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court ~~or arbitration~~ or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies

under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. (see SC-13.09.C)

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
- ~~2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata share of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous work period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the~~

final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished. (see SC-14.02.A.2)

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application or direct Engineer to present the Application to Owner with Engineer's recommendation of partial payment. (see SC-14.02.B.1)
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules and the Contract Documents (see SC-14.02.B.2), that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
  - d. Contractor's other obligations under the Contract Documents have been fulfilled. (see SC-14.02.B.2.d)
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14

days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. ~~No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance. (see SC.14.5.A.4)~~

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have

been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, ~~or~~ whenever said failure occurs from Contractor's continuing obligations under the Contract Documents; and (see SC-14.09.A.1)
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.
  3. The acceptance of final payment by Contractor designated and identified by Engineer as final payment shall be and shall operate as a release to Owner of all claims and all liability to Contractor other than claims in stated amounts as may be specifically excepted by Contractor

for all things done or finished in connection with the Work and for every act of Owner and others relating to or arising out of the Work. Any payment, however, final or otherwise, shall not release Contractor or Contractor's Surety(ies) from any obligations under the Contract Documents or Bonds. (see SC-14.09.A.3)

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's start the work in accordance with the Notice to Proceed or Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04) (see SC-15.02.A.1);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price

exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.

- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

**ARTICLE 16 – DISPUTE RESOLUTION**

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.
- D. Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**SECTION 00 73 15****SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

**ARTICLE 1 DEFINITIONS AND TERMINOLOGY**

SC-1.01.21 Amend the Defined Terms for *General Requirements* to The General Requirements pertain to all Sections of the specifications.

Add the following new paragraph immediately after paragraph 1.01.51:

SC-1 .01.52 SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

**ARTICLE 2 PRELIMINARY MATTERS**

SC-2.02.A Amend the first sentence of paragraph 2.02.A of the General Conditions by changing “up to ten” to “five”.

SC-2.05.A Amend the first sentence of paragraph 2.05.A of the General Conditions by changing “Within 10 days after the Effective Date of the Agreement” to “At the Preconstruction Conference”.

Add the following new paragraph immediately after paragraph 2.05.A.3:

SC-2.05.B Before any Work at the Site is started, Contractor shall deliver to the Owner, certificates of insurance that Contractor is required to purchase and maintain in accordance with Article 5.

Add the following new paragraph immediately after paragraph 2.06.B:

SC-2.06.C Owner may issue Notice to Proceed at the Preconstruction Conference. Contractor shall begin the Work within twenty-four (24) hours of the date given

in the Notice to Proceed. If the Contractor does not start the Work within fourteen (14) calendar days after this date, Owner may, at his discretion, terminate Contractor in accordance with paragraph 15.02.

Delete paragraph 2.07.A in its entirety and insert the following in its place:

SC-2.07.A All schedules as set forth in Article 2 shall be submitted and accepted by the Owner and Engineer within 30 days of NTP. Should any schedule not be accepted within 30 days of the NTP, it will be considered a breach of contract and reason for termination of the contract for cause in accordance with the General Conditions, Section 15.02.

**ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

Add the following to the end of paragraph 4.01.C:

SC-4.01.C Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

Add the following new paragraph immediately after paragraph 4.02.B:

SC-4.02.C In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following report(s) of explorations and tests of subsurface conditions at the Site: See Appendix A

Amend the last sentence in paragraph 4.03.C.3 to read:

SC-4.03.C.3 However, Owner, Engineer and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

**ARTICLE 5 BONDS AND INSURANCE**

Delete paragraph 5.01.B in its entirety and insert the following in its place:

SC-5.01.B All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company

licensed to transact such business 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. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute non-responsiveness on the part of the Contractor. The expense for all Bonds shall be the Contractor's responsibility.

Add the following to the end of paragraph 5.02.A:

SC-5.02.A Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as Certificate Holder, Engineer as Additional Insured and provide a 30-day cancellation notice.

Delete paragraph 5.03.B in its entirety and insert the following in its place:

SC-5.03.B Insurance policies written on a "Claims Made" form is not acceptable without Owner's approval.

Add the following new paragraphs immediately after paragraph 5.03.E:

SC-5.03.F Umbrella Liability insurance is preferred, but an Excess Liability equivalent is acceptable. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages, including, but not limited to the coverage Trigger, defense, notice of occurrence/accident/circumstances, notice of claim and extended reporting period.

SC-5.03.G No work shall commence under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 12.03.

SC-5.03.H Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability or interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.

SC-5.03.I Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the

option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.

- SC-5.03.J These insurance requirements shall not relieve or limit the liability of Contractor. Owner does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- SC-5.03.K Insurance required of Contractor or any other insurance of Contractor shall be considered primary, and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.
- SC-5.03.L Receipt of Certificates or other documentation of insurance or policies or copies of policies by Owner, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.
- SC-5.03. M The Contractor shall either (a) require each subcontractor to produce and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.
- SC-5.03.N These insurance requirements are minimums and may not be adequate to cover Contractor exposures.

Add the following new paragraphs immediately after paragraph 5.04.B:

- SC-5.04.C The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the amounts shown in Exhibit 1 of the contract documents, or greater where required by Laws and Regulations.

Delete paragraphs 5.06 through 5.10 in their entirety except for paragraph 5.06.D and insert the following in place of 5.09.A:

- SC-5.09.A If Owner has any objection to the coverage afforded by or other provisions of Bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. Contractor shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request.

**ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

Add the following to the end of paragraph 6.01.A:

SC-6.01.A Owner reserves the right to reject any means, methods, techniques, sequences or procedures proposed by Contractor which:

1. will constitute or create a hazard to the Work or to the persons or damage to property or existing utilities; or
2. will not produce finished work in accordance with the terms of the contract Documents.

Owner's failure to exercise his right to reject such means, methods, techniques, sequences or procedures shall not relieve the Contractor of his obligation to accomplish the result intended in the Contract Documents nor shall the exercise of such right create a cause of action for damages.

Add the following new paragraph immediately after paragraph 6.02.B:

SC-6.02.C Engineer shall record time and costs required by Engineer and Engineer's Consultants to provide inspection services due to Contractor's working beyond regular working hours as defined in the General Requirements. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s) in accordance with Section 01 11 00 Part 2.02.

Add the following new paragraphs immediately after paragraph 6.05.A.2.d:

SC-6.05.A.2.e Each action mentioned above required for review of proposed substitute items of material or equipment shall be followed in the order given. Failure to do so shall be cause for rejection of the proposed substitution.

SC-6.05.A.2.f Contractor shall reimburse Owner for the charges of Engineer or Engineer's Consultants for evaluation of substitutions. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s).

Add the following to the end of paragraph 6.06.A:

SC -6.06.A Contractor shall not subcontract part(s) or the work, the aggregate cost of which is greater than 50 percent of the contract price, without prior written approval by Owner. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work that bind Subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provision of the Contract Documents. Nothing contained in the subcontract shall create any contractual relationship between Subcontractor and Owner. Each Subcontractor shall discharge all duties and responsibilities of Contractor to Owner covered by his subcontract.

Add the following to the end of paragraph 6.06.B:

SC-6.06.B Subcontractors and Suppliers shall be identified on the form provided in the Bidding Requirements.

Add the following to the end of paragraph 6.08.A:

SC-6.08.A Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified.

Add the following to the end of paragraph 6.09.A:

SC-6.09.A Contractor shall also cause all Subcontractors to comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations bearing on the conduct of the Work.

Add the following to the end of paragraph 6.09.B:

SC-6.09.B If Contractor observes that the Contract Documents are at variance with said laws, ordinances, rates, or regulations, Contractor shall promptly notify Engineer of Record and the County in writing, and any necessary changes shall be adjusted as provided in the Contract Documents. Contractor shall not proceed with the Work until so instructed by Owner.

Add the following to the end of paragraph 6.12.A:

SC-6.12.A Annotations of record documents shall be legible, precise, and complete as determined by Engineer of Record and the County.

Add the following new paragraph after paragraph 6.13.D:

SC-6.13.G Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner.

Add the following new paragraph immediately after paragraph 6.17.E.1:

SC-6.17.E.2 Contractor shall reimburse Owner for the charges of the County and the County's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-6.20.A Amend the first paragraph of 6.20.A of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court: or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)".

Add the following new paragraph immediately after paragraph 6.20.C:

SC-6.20.D Neither Contractor nor Owner shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or any right, title, or interest therein, or any obligations thereunder, without written consent of the other party.

**ARTICLE 8 OWNER'S RESPONSIBILITIES**

SC-8.02 Amend paragraph 8.02 of the General Conditions by striking out the following words: "to whom Contractor makes no reasonable objection."

**ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION**

Add the following new paragraph immediately after paragraph 9.05.A:

SC-9.05.B Contractor shall reimburse the Owner for the charges of Engineer and Engineer's Consultants for any additional field observations, engineering analysis, correspondence, meetings, or other work due to non-complying or defective construction, materials, or equipment performed or furnished by the Contractor, Subcontractors, or Suppliers. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s).

**ARTICLE 10 CHANGES IN THE WORK; CLAIMS**

SC-10.05.B Amend the first sentence of paragraph 10.05.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 15 days)".

**ARTICLE 11 COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK**

Add the following to the end of paragraph 11.01.A.5.c:

SC-11.01.A.5.c In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.

SC-11.01.A.5.f Amend the first sentence of paragraph 11.01.A.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D)".

Add the following new paragraphs immediately after paragraph 11.01.A.5.i:

SC-11.01.A.5.j The cost of specific consideration for the indemnifications set forth in paragraph 6.20.

SC-11.01.A.5.k The cost of compliance with current local, state and federal safety regulations.

Add the following new paragraphs immediately after paragraph 11.03.D:

SC-11.03.E If Owner objects to Contractor's quoted adjustment in Unit Price Work set forth in paragraph 11.03.D, Owner may assign such work to its own forces or another contractor.

SC-11.03.F Owner reserves the right to delete any Unit Price Work without financial penalty incurred from Contractor.

**ARTICLE 12 CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

Add the following new paragraph immediately after paragraph 12.02.B:

SC-12.02.C On the 21<sup>st</sup> of each month, or the next following business day, the Contractor shall submit to the Owner and Engineer a request for weather days. Failure to submit the request forfeits the right to claim weather days for that period and any previous period. The Owner will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions.

No additional compensation will be made for delays caused by the effects of inclement weather.

**ARTICLE 13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

Add the following to the end of paragraph 13.03.A:

SC-13.03.A Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s).

Delete paragraph 13.03.B of the General Conditions and add the following in its place:

SC-13.03.B The Contractor shall obtain and employ an independent testing laboratory to provide the services specified herein and shall include all costs for these services

in the contract price. The Contractor shall submit for approval by the Owner and Engineer, the independent testing laboratory, including qualifications.

Copies of all testing agency invoices submitted to the Contractor for payment shall be forwarded with the Contractor's request for partial payment. Invoices shall be submitted routinely throughout the project and shall be pertinent to the partial payment period under consideration. Testing agency invoices in excess of sixty (60) days old shall not be considered for payment, Invoices shall clearly indicate type and amount of test performed, unit and total cost, and shall indicate if the invoiced testing cost is a result of retests required due to the Contractor's failure to achieve specified requirements. The cost of retesting due to test failure will be borne by the Contractor. Payment to the Contractor for testing shall not be made without the required itemized invoicing.

SC-13.08.A Amend the first sentence of 13.08.A by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)".

SC-13.09.C Amend the first sentence of 13.09.C by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)".

#### **ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION**

Delete paragraph 14.02.A.2 in its entirety and insert the following in its place:

SC-14.02.A.2 Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous work period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

Add the following words to the end of paragraph 14.02.B.1:

“or direct Engineer to present the Application to Owner with Engineer's recommendation of partial payment.”

SC-14.02.B.2 After the word “schedules”, add the words “and the Contract Documents”.

Add the following new paragraph immediately after paragraph 14.02.B.2.c:

SC-14.02.B.2.d Contractor's other obligations under the Contract Documents have been fulfilled.

Delete paragraph 14.05.A.4 in its entirety

Amend paragraph 14.09.A.1 to read:

SC-14.09.A.1 A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein whenever said failure occurs or from Contractor's continuing obligations under the Contractor Documents; and

Add the following new paragraph immediately after paragraph 14.09.A.2:

SC-14.09.A.3 The acceptance of final payment by Contractor designated and identified by Engineer as final payment shall be and shall operate as a release to Owner of all claims and all liability to Contractor other than claims in stated amounts as may be specifically excepted by Contractor for all things done or finished in connection with the Work and for every act of Owner and others relating to or arising out of the Work. Any payment, however, final or otherwise, shall not release Contractor or Contractor's Surety(ies) from any obligations under the Contract Documents or Bonds.

## **ARTICLE 15 SUSPENSION OF WORK AND TERMINATION**

SC-15.02.A. 1 After the word “Contractor's”, add the words “start the work in accordance with the Notice to Proceed or Contractor's”.

## **ARTICLE 16 DISPUTE RESOLUTION**

Add the following new paragraph immediately after paragraph 16.01.C.3

SC-16.01.D Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

Contract No. CM2494

Contract No. CM2494

# **TECHNICAL SPECIFICATIONS**

## **DIVISION 01**

# **GENERAL REQUIREMENTS**

**SECTION 01 11 00****SUMMARY OF WORK****PART 1 THE WORK AND ITS PERFORMANCE****1.01 CHARACTER OF THE WORK**

Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the County.

**1.02 DESCRIPTION OF THE PROJECT**

- A. The project title is: **Andrews Road Resurfacing Project (CR121 to US1)**  
**Bid Number NC17-011**  
**Nassau County, Florida**
- B. This project consists of leveling and overlay of pavement on Andrews Road from CR121 to US1 in Nassau County, Florida. The work to be performed is generally described as resurfacing of a two lane rural road and includes (no work is to be performed in the RR right of way):
- Performing embankment work on shoulders to match pavement profile.
  - Milling pavement at joints with existing pavement.
  - Leveling the existing asphalt.
  - Overlay of existing asphalt pavement.
  - Traffic maintenance and protection.
  - Pavement markings and signage.
  - Placing Performance Turf (Sod and Hydroseed).

All work shall be in accordance with the construction drawings, specifications, and contract documents.

**BIDDERS MUST BE FDOT PRE-QUALIFIED FOR ALL WORK REQUIRED FOR THIS PROJECT.**

- C. The specification divisions and drawings are an integrated part of the contract documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawings sheets. The drawings and specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials and equipment.

**PART 2 WORKING HOURS**

**2.01 GENERAL**

Work under this contract shall not be performed on County, State and/or national holidays or during such events as the Fernandina Beach Shrimp Festival, Nassau County School System FCAT (as identified at the pre-bid conference), except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Available workdays to perform work will not include night time work, weekend work, or work before 8:00 am or after 5:00 pm (40 hours per work week).

Should the Contractor deem it necessary to work on weekends (Saturday or Sunday), holidays, or beyond the previously defined working hours in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the County. If, in the opinion of the County, the need is bona fide, the County may authorize the Contractor to work such hours as may be necessary. If the County grants the contractor the right to work beyond the normal working hours, the charges shall be those as described in Section 2.04 or as invoiced to Nassau County by CEI and Testing or other professionals required to monitor construction activities as determined by the Owner. A subsequent reduction in pavement to the Contractor will be applied by a corresponding Change Order.

**2.02 LANE CLOSURES**

Lane closures are restricted to the hours of 9:00 am to 4:00 pm. Any changes to these lane closures restrictions must be approved by Nassau County. See the Traffic Control Plans in the construction plans set for additional work restrictions.

**2.03 ROAD CLOSURE**

Not anticipated, but if necessary for some reason the Contractor must follow Road Closure Policy in Appendix B.

**2.04 REIMBURSEMENT FEES**

Should the County approve work time beyond regular hours, the following hourly rates shall be applied as the County's reimbursement of Engineer of Record's fee to be paid by Contractor for expenses defined in Supplemental Conditions SC-6.02.C, SC-6.05.A.2.f, SC-6.17.E., SC-9.05.B and SC-13.03.A. However, the County may allow the contractor to pay the "actual" overtime charges the County incurs, whichever is lowest. The additional charges will not be paid directly to the CEI or Engineering firm but shall be executed in a deductive change order to the contract.

A. Engineer	\$250.00
B. Project Manager	\$200.00

C. Construction Administrator	\$175.00
D. Inspector	\$150.00
E. Administrative Assistant	\$100.00
F. Consultant Construction Engineering Inspector (CEI)	\$150.00

### PART 3 ABBREVIATIONS

#### 3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated. Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a list of applicable documents that apply to this contract.

American Association of State Highway and Transportation Officials (AASHTO) formerly (AASHO)

American Concrete Institute (ACI)

American Institute of Steel Construction (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Standards Association (ASA)

American Society of Mechanical Engineers (ASME)

American Society of Testing and Materials (ASTM)

American Water Works Association (AWWA)

American Welding Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc. (BOCA)

Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest Edition

Florida Department of Traffic Design Standards (FDOT Index), Latest Edition

National Bureau of Standards (NBS)

National Electrical Manufacturer's Association (NEMA)

National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)

Steel Structures Painting Council (SSPC)

Southern Standards Building Code (SSBC)

Underwriters' Laboratories, Inc. (UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding Safety

All local, state, county, or municipal building codes requirements of the Owner's Insurance

**SECTION 01 22 50****MEASUREMENT AND PAYMENT****PART 1 GENERAL**

Work under this Contract shall be paid as designated below under the appropriate items associated with the Bid Schedule. Payment shall be in accordance with Lump Sum or Unit Price bid by the Contractor in his proposal.

When Lump Sum prices are contained in the Bid Schedule, the Contractor shall provide a detailed schedule of values for Lump Sum cost acceptable to the Engineer of Record and the County, which will be used for estimating partial payment requests.

Contractual costs for work not specifically mentioned under a payment item and which are incidental to the overall conduct of the work shall be included in the individual items at the Contractor's option. No additional charges shall be made to the County for items not specifically mentioned under individual payment items. Examples of these types of costs include, but are not limited to, the following: bonds, insurance, permits, licenses, traffic control, dust control, clean-up, temporary access, temporary facilities, soil erosion control, temporary drainage, temporary offices, restoration of disturbed areas, temporary utilities, test pits locating existing utilities, temporary water and sewer, surveying, layout, and other items similar to above.

Measurement and payment for all items shall be in accordance with the FDOT Standard Specifications for Road & Bridge Construction, Latest Edition with the exception that reduction in the FDOT acceptance criteria based on payment factors will not be allowed.

**PART 2 BID SCHEDULE ITEMS****Item 1. Mobilization**

- A. Measurement and Payment for Mobilization shall be in accordance with Section 101 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- B. Payment will be made under Item No. 101-1R Mobilization, on a lump sum basis.

**Item 2. Maintenance of Traffic**

- A. Measurement and Payment for Maintenance of Traffic shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

- B. Payment will be made under Item No. 102-1R Maintenance of Traffic, on a lump sum basis.

**Item 3 & 4. Embankment**

- A. Measurement and Payment for Embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- B. Payment will be made under Item 120-6 Embankment and Item 120-6M Millings, on a cubic yard basis.

**Item 5. Milling of Existing Asphalt Pavement**

- A. Measurement and Payment for Milling of Existing Asphalt Pavement shall be in accordance with Section 327 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- B. Payment will be made under Item 327-70-5 Milling Existing Asphalt Pavement, 1" Avg. Depth, on a per square yard basis.

**Item 6 & 7. Superpave Asphaltic Concrete**

- A. Measurement and Payment for Superpave Asphaltic Concrete shall be in accordance with Section 334 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Note the County does not entertain pay factors for asphalt. Acceptance and payment will be based on normal acceptance criteria.
- B. Payment will be made under Section 334 as follows:
  - 1) Item No. 334-1-22 Superpave Asphaltic Concrete (SP 9.5), 1.25" Lift, on a per ton basis. Contractor must meet all pavement testing requirements.
  - 2) Item No. 334-1-22L Superpave Asphaltic Concrete (SP-9.5) 50 lb/sy leveling course, on a per ton basis. Contractor must meet all pavement testing requirements.

**Item 8 & 9. Performance Turf**

- A. Measurement and Payment for Performance Turf shall be in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

- B. Payment will be made under Item No. 570-1-1 Performance Turf (Hydroseed), on a per square yard basis.
- C. Payment will be made under Item No. 570-1-2 Performance Turf (Sod), on a per square yard basis.

**Item 10. Retro Reflective Pavement Markers**

- A. Measurement and Payment for Retro Reflective Pavement Markers (RPM) shall be in accordance with Section 706 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- B. Payment will be made under Item No. 706-3, Raised Retro Reflective Pavement Markers (RPM) (Bi-Directional Yellow), on a per each basis.

**Item 11-15. Thermoplastic Pavement Markings**

- A. Measurement and Payment for Thermoplastic Pavement Markings shall be in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- B. Payment will be made under Item No. 711 Thermoplastic Traffic Stripes as follows:
  - 1) Item No. 711-15-101 Thermoplastic, Standard, White, Solid, 6", on a per net mile basis.
  - 2) Item No. 711-15-201 Thermoplastic, Standard, Yellow, Solid, 6", on a per net mile basis.
  - 3) Item No. 711-14-125 Thermoplastic, Preformed, White, Solid, 24", on a per linear foot basis.
  - 4) Item No. 711-16-231 Thermoplastic, Standard, Yellow, Skip, 6" on a per gross mile basis.
  - 5) Item No. 711-14-160 Thermoplastic Preformed, White, Message on a per each basis.

**SECTION 01 31 19****PROJECT MEETINGS****1.01 PRECONSTRUCTION CONFERENCE**

- A. A preconstruction conference will be scheduled after award of contract and prior to beginning work. This meeting shall be attended by Engineer of Record, the County, and an authorized representative of Contractor.
- B. Meeting will consider matters of contract administration and initial construction operations.
- C. Contractor shall submit proposed construction schedule prior to or at preconstruction conference; see Section 01 33 00.

**1.02 PROGRESS MEETINGS**

- A. Periodic progress meetings will be held at a time and place mutually agreed upon at preconstruction conference. A responsible representative of Contractor who can bind Contractor/subcontractor to decisions shall attend. A responsible representative of other subcontractors working on site shall also attend.
- B. Meetings will be held to coordinate and expedite progress of work and shall be conducted by Contractor. Contractor and each subcontractor on site shall submit a written report at each meeting indicating:
  - 1. Work progress since last meeting.
  - 2. Upcoming work sequences and schedules.
  - 3. Requests for information.
- C. Contractor shall record meeting minutes and shall distribute a written summary of items discussed to all parties involved in the project within 48 hours of each meeting. The written summary shall document all issues discussed and decisions reached at the progress meeting.

**SECTION 01 33 00****SUBMITTAL PROCEDURES****1.01 SUMMARY**

- A. Submit items to Engineer of Record for review as listed below and as required by the other Contract Documents. Refer to individual specification sections, General Conditions, Supplementary Conditions, and sections of Division 01 - General Requirements for submittal requirements.

**1.02 CONSTRUCTION SCHEDULE**

- A. Prior to or at preconstruction conference, submit two copies of a proposed schedule of operations. Coordinate activities of the various trades for orderly completion of the work. Coordinate activities with those of the County to schedule a minimum of temporary disruptions to continuing operations. Allow ample time for the County to alter operations as required.
- B. After acceptance of construction schedule, distribute copies to subcontractors and other parties required to comply with scheduled dates.
- C. When revisions to schedule are made, notify all parties of changes in writing.

**1.03 SCHEDULE OF SUBMITTALS**

- A. Within 10 days of acceptance of construction schedule, submit two copies of a schedule of submittals. Schedule shall list anticipated date for each required submittal and shall allow A/E reasonable time for reviews. Submit all submittals requiring Engineer of Record review within 30 days of acceptance of construction schedule.
- B. After acceptance of schedule of submittals, distribute copies to subcontractors and other parties required to comply with submittal dates.

**1.04 SHOP DRAWINGS**

- A. Required shop drawings are designated under the various specification sections. Submit shop drawings for review prior to fabrication, delivery, or installation. Submit a minimum of five copies; two copies will be retained and the remainder returned to Contractor who shall keep one copy at project site.

- B. Fabrication and erection drawings may consist of a reproducible and two sets of prints; the reproducible copy will be returned to Contractor.
- C. Each brochure of shop drawings shall contain an index of contents and shall consist of layout details, schedules, setting instructions, manufacturer's literature, and other data specifically prepared for the work. Shop drawings shall be identified with project name, numbered consecutively, and bear the stamp of approval of Contractor as evidence of accuracy, compatibility, and conformance with contract requirements. Drawings not so stamped will be returned without being examined.
- D. Specific written notice shall be given of each variation that shop drawings may have from requirements of the Contract Documents.
- E. Partial submittals will not be considered; each portion of work shall be complete in one submittal.
- F. Shop drawings shall not be used in the work unless they have been reviewed and bear the stamp and signature of Engineer of Record. Shop drawings will only be reviewed for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Contractor shall be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his or her work with that of all other trades, and performing all work in a safe and satisfactory manner. Corrections or comments made on shop drawings shall not relieve Contractor from compliance with requirements of Drawings and Specifications and shall not be considered an order for extra work.
- G. If information on previously reviewed shop drawings is altered, submit changes for review.

#### 1.05 PRODUCT DATA

- A. Required product data submittals are designated under the various specification sections. Submit product data for review in accordance with procedures for shop drawings.
- B. Product data shall consist of manufacturer's literature, illustrations, and brochures of catalog cuts; instructions for handling, storage, and installation; and specifications and design data. Where multiple options are indicated, identify specific options as required for this project.

- C. Products subject to product data review shall not be used in the work until they have been reviewed and bear the stamp and signature of Engineer of Record.

#### **1.06 SAMPLES**

- A. Prior to fabrication, delivery, or installation, submit samples as designated in the various specification sections; allow reasonable time for review and testing.
- B. Submit samples in sufficient quantity and of adequate size to show quality, type, and extremes of color range, finish, and texture. Submit a minimum of two sets of appearance and color samples. Label each sample stating material, description, project name, and Contractor's name. Expedite submittal of appearance and color samples following Notice to Proceed.
- C. Submit samples with transmittal letter requesting review; prepay transportation charges. Samples shall become the County's property, unless otherwise designated.
- D. Samples will be reviewed for acceptability or selection of color, pattern, and texture only. Compliance with specifications is the responsibility of Contractor.
- E. Order no materials subject to sample review until receipt of written notice of completion of review. Installed materials shall match reviewed samples. No review of samples shall be taken in itself to change contract requirements.

#### **1.07 CERTIFICATES OF COMPLIANCE**

- A. Submit two copies of certificates of compliance as designated in the various specification sections.
- B. Certificates shall be furnished by manufacturer, producer, or supplier of material or product and shall indicate that material or product conforms to or exceeds specified requirements. Include supporting reference data as appropriate. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer of Record.

#### **1.08 PERMITS AND APPROVALS**

- A. Submit one copy of permits, code inspections, and agency approval documents, as designated in the various specification sections.

**1.09 TEST REPORTS**

- A. Submit two copies of test reports as designated in the various technical specifications.

**1.10 PROJECT RECORD DOCUMENTS**

- A. Keep a current set of documents at job site that are marked to show all changes made during construction. Dimension underground and concealed work and utilities from permanent reference points; record vertical distances. Submit project record documents upon completion of Work.

**SECTION 01 41 23**

**PERMITS AND FEES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. County Responsibilities: The County has obtained the following permits: N/A
- B. Contractor responsibilities: Obtain and pay for all other permits and licenses required by authorities having jurisdiction, including but not limited to: land clearing permit, NPDES Notice of Intent and dewatering permit.
- C. Contractor shall be responsible to adhere to all provisions, requirements, and cost contained in all permits applicable to this project.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**SECTION 01 45 00****QUALITY CONTROL****PART 1 GENERAL****1.01 CONTRACTOR QUALITY CONTROL PLAN**

The Contractor is responsible for his own quality control and must comply with FDOT Specifications Section 105 Contractor Quality Control General Requirements. Nassau County will act as the Department in all issues relating to Quality Control.

**1.02 SECTION INCLUDES**

Certification and testing, examination by the County, quality assurance testing, and final approval or work.

**1.03 CERTIFICATION AND TESTING**

The materials and equipment used in the construction of the project shall be subject to adequate certification and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

**1.04 CONTRACTOR TO PROVIDE**

The Contractor shall provide all tools, testing apparatus, materials to be tested, and labor as necessary to provide certification required by the Contract Documents.

**1.05 OUTSIDE AGENCY**

If the Contract Documents, laws, ordinances, rules, regulation or orders of any public authority having jurisdiction require any work to be certified, tested, or approved by someone other than the County, the Contractor will give the Engineer of Record timely notice of readiness. The Contractor will then furnish the County the required certification and/or testing certificates for approval.

**1.06 LIMIT OF APPROVALS**

Certifications, tests, or approvals by the County, Engineer of Record, or others shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

**1.07 ACCESS TO WORK SITE**

The County and his representative will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted access to 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.

**PART 2 EXAMINATION BY THE COUNTY****2.01 ACCESS**

The County contemplates and the Contractor agrees to thorough examination of the work at all times by the County and the Engineer of Record, including all labor performed and materials furnished, delivered, or intended to be used in the work, including manufacture, preparation, and testing. The Contractor shall not use any material which has not been tested and accepted. The Contractor shall keep the Engineer of Record advised of the progress of the work away from the site requiring certification of witnessing of tests to ensure that scheduling conflicts or delays do not develop.

**2.02 ACCEPTANCE TESTS**

Tests, or acceptance of any materials prior to shipment, shall not be deemed as a final acceptance of the materials. The County may require tests or analysis of any portion of the materials at any time. Any material which is found to be defective or which does not otherwise conform to the requirements of the specifications shall be rejected and removed forthwith from the site, as provided in the contract.

**2.03 RIGHT TO EXAMINE WORK**

The County and the Engineer of Record shall have the right to examine all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the Engineer of Record and safe and convenient means for the examination of any part of the work. No work shall be closed or covered until it has been duly examined and approved.

**PART 3 QUALITY ASSURANCE TESTING****3.01 DESCRIPTION**

The Contractor is required to provide all testing as described in these specifications. Testing shall be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer of Record. The Contractor is required to submit independent testing laboratory qualifications. Certifications, tests, or approvals by the County, Engineer of Record, or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

**3.02 CODES AND REGULATIONS TESTING**

Testing will be in accordance with all pertinent codes and regulations and with selected standards of the American Society of Testing and Materials. The Engineer of Record shall process and distribute all required copies of test reports and related instruction to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of work.

**3.03 RETESTING**

When initial quality assurance tests indicate noncompliance with the Contract Documents, all subsequent retesting occasioned by the noncompliance shall be performed by the same testing laboratory and the costs thereof shall be borne by the Contractor.

**3.04 COOPERATION WITH THE COUNTY'S TESTING LABORATORY**

The County may perform any additional tests that they may deem necessary at its own expense. Representatives of the County's testing laboratory shall have access to the work at all times. The Contractor shall provide facilities for such access in order that the laboratory may properly perform its functions.

**3.05 ADDITIONAL TESTING**

If the County orders sampling, analysis, or tests of materials which are specified to be accepted on certification by the manufacturer, but which appear defective or not conforming to the requirements of the specifications, the Contractor shall bear all the costs of sampling, transportation, tests, and analyses if the material is in fact found defective or does not conform to the specifications. If the material is found to be sound and conforming to the specifications, the County will pay for the testing.

**PART 4 FINAL APPROVAL****4.01 FINAL APPROVAL**

Final approval of the Work shall be made by the County and the Engineer of Record shall be contingent upon the findings of a thorough examination of the Work. Such examination shall be made within ten (10) working days after receipt of the Contractor's written request. The Work will be accepted and deemed completed as of the date of such examination if, upon such examination, the Engineer of Record and the County find that no further Work remains to be done at the site. If the examination reveals items of Work still to be performed, the Contractor shall promptly perform them and request a re-examination. If upon any re-inspection the Engineer of Record and the County determine that the Work is complete, the date of completion shall be deemed to be the actual date of such re-examination.

**SECTION 01 50 00****TEMPORARY FACILITIES AND CONTROLS****1.01 TEMPORARY ELECTRICITY**

- A. Contractor shall provide temporary electric service and distribution facilities as required for its own construction purposes. Provide portable power supply or make arrangements with local utility company for temporary service including service poles, driven ground, main service switch, transformer, and metering facilities. Pay for electrical energy consumed.

**1.02 TEMPORARY LIGHTING**

- A. Contractor shall provide temporary lighting sufficient to enable its workers to complete work and to enable inspectors to check work, as required.

**1.03 TEMPORARY WATER**

- A. Contractor shall be responsible for obtaining water for its needs. Pay cost of water used and meter rental, if applicable.

**1.04 TEMPORARY SANITARY FACILITIES**

- A. Contractor shall provide temporary outside toilets sufficient for its own workers.

**1.05 TEMPORARY FIRE PROTECTION**

- A. Contractor shall provide fire extinguishers and other fire protection equipment for all possible classes and types of fire.

**1.06 PROTECTION OF WORK AND PROPERTY**

- A. Observe safety provisions of applicable laws and regulations.
- B. Erect and maintain all required planking, barricades, guardrails, fences, safety lanterns, and temporary walkways of sufficient size, strength, and type necessary for protection of material storage, adjacent property, and new construction, as well as to prevent accidents to public and workers at job site.
- C. Notify the County if existing property interferes with work so that arrangements for proper protection can be made.

- D. Protect all work, materials, apparatus, and fixtures incorporated in work or stored on site against damage. At end of day, cover all new work likely to be damaged.
- E. Protect all finished construction until acceptance by the County. Repair damage to finished work to satisfaction of the County.

#### 1.07 ENVIRONMENTAL CONTROLS

- A. Maintain erosion control measures to protect the project site and prevent sediment pollution of adjacent water courses and properties.
  - 1. Install erosion control measures prior to start of construction and maintain them until final completion of work. Unless otherwise instructed, remove temporary erosion control measures prior to final application for payment.
  - 2. Strive to limit stripping of sod and vegetation to a period that will expose bare soil to the least possibility of erosion that construction requirements allow.
  - 3. Construct and maintain silt fence barriers, erosion bale barriers, or temporary diversions to receive runoff leaving site.
  - 4. Protect storm drain inlets by using silt fence barriers, erosion bale barriers, or equivalent.
  - 5. Remove at the end of each work day soils and sediment reaching public or private streets not part of the construction site.
  - 6. Unless otherwise shown or specified, erosion control measures shall comply with the planning, design, and maintenance provisions of Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010 Edition and Index Nos. 102 and 103 in the 2010 Roadway and Traffic Design Standards Manual.
- B. Provide controls to confine dust and dirt within project area. Thoroughly soak masonry and debris during demolition and loading operations. Water exposed soils or aggregates as required to prevent windblown dust.
- C. Provide noise control measures to limit the amount of noise and prevent nuisance. Properly equip all equipment with mufflers. Limit construction activities generating significant noise to normal working hours.

**1.08 TRAFFIC CONTROL**

- A. Conduct operations to ensure minimum interference with streets, driveways, walks, and adjacent facilities not part of construction project.
- B. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

**1.09 CONSTRUCTION CLEANING**

- A. Remove rubbish and debris from work area promptly upon its accumulation. Perform a broom cleaning of all appropriate surfaces weekly.
- B. Immediately clean-up spillages of oil, grease, or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface.
- C. Form or scrap lumber shall have all nails withdrawn or bent over and shall be stacked, placed in trash bins, or removed from site.
- D. At completion of project, thoroughly clean, sweep, and wash work to remove foreign matter, spots, and soil from work and equipment under this contract. Remove temporary guards and protective coatings.

**1.10 DISPOSAL**

- A. Provide industrial type waste containers in number and size required or provide other acceptable methods of disposing of debris. Place containers at adequate locations to handle debris and have them emptied as required.
- B. No burning of rubbish or debris will be allowed at site.
- C. Store combustible waste in fire-resistive containers. Store hazardous wastes, such as caustics, acids, and harmful dusts, in appropriate covered containers. Dispose of wastes regularly.
- D. If a contractor does not remove rubbish or clean work as specified above, the County reserves right to have work done by others at Contractor's expense.

**SECTION 01 55 26****TRAFFIC CONTROL****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. This Section covers procedures for developing and implementing traffic control and regulation measures and maintenance of traffic in and around the construction area to provide for safe and efficient protection and movement of vehicular and pedestrian traffic/through and adjacent to the construction site areas.

**1.02 REFERENCE STANDARDS**

- A. General
1. Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.
- B. Florida Department of Transportation (FDOT) Standards:
1. USDOT Manual on Uniform Traffic Control Devices.
  2. FDOT Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
  3. FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

**1.03 SUBMITTALS**

- A. Before closing or restricting traffic flow through any thoroughfare, the Contractor shall give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare. Contractor shall also notify the applicable law enforcement, fire, and emergency services having jurisdiction in the area. Notice shall be given no less than seventy-two (72) hours in advance of the time when it may be

necessary in the process of construction to close or restrict traffic to such thoroughfare, or as may be otherwise required by the governing authority.

- B. For any road or lane closures on this project, Contractor shall refer to the Nassau County Road Closure Policy and contact Nassau County Engineering Services Department at (904) 530-6225.

#### 1.04 SITE CONDITIONS

- A. The Contractor shall plan construction operations such that existing local traffic access can be maintained and shall be maintained during the construction using such barricades, lights, flagmen, and other protective devices as appropriate, whether specified for the project or required by the local governing authority. Traffic control devices and implementation used for maintenance of traffic shall comply with the FDOT Manuals.
- B. The Contractor shall conduct his work in such manner as not to unduly or unnecessarily restrict or impede normal traffic through the streets of the community. Insofar as it is practicable, excavated material and spoil banks shall not be located in such manner as to obstruct traffic. The traveled way of all roads shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary. If required by duly constituted public authority, the Contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the County, property owner and applicable jurisdictional authority, and shall be for the shortest practicable period of time consistent with efficient and expeditious construction. The Contractor shall be liable for any damages to persons or property resulting from his work.
- C. The Contractor shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or otherwise, and shall not obstruct the swales nor prevent in any manner the flow of water in the swales, but shall use all proper and necessary means to permit the free passage of surface water in the swales. The Contractor shall immediately cart away all offensive matter, exercising such precaution as may be directed by the County or applicable jurisdictional authority. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and

to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. The Contractor may be required to erect suitable barriers to prevent such inconvenience or injury.

- D. Unless otherwise required by the governing authority, maintenance of traffic in and around the construction zone shall conform to Section 102 of the FDOT Specification, and 600 Series Roadway Design Standards drawings of the FDOT Standards, as applicable.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**SECTION 01 60 00****PRODUCT REQUIREMENTS****1.01 PRODUCTS**

- A. Provide new, high quality products manufactured and conditioned for the particular application as recommended by manufacturer, unless otherwise noted. Transport, handle, store, and protect products as specified and in accordance with manufacturer's recommendations.

**1.02 MANUFACTURER'S DIRECTIONS**

- A. Wherever work is to be performed or products are to be installed in accordance with manufacturer's instructions, furnish copies of printed instructions before installation.

**1.03 SOURCE OF PRODUCTS**

- A. In order that ready availability of materials, parts, or components for repair, replacement, or expansion can be assured, original equipment and components shall be obtained where feasible from domestic sources which maintain a regular stock.

**1.04 ACCEPTABLE MANUFACTURERS**

- A. Products, materials, and equipment identified by reference to a manufacturer's name, catalog number, or model are identified for the purpose of establishing a standard of quality, type, and function. Products first named in specifications are depicted for general descriptive purposes only. Any other product, material, or equipment which will perform adequately the duties imposed by the general design will be considered for substitution in accordance with the provisions below.

**1.05 OPTIONS AND CHANGES**

- A. Wherever options consisting of two or more choices are permitted for any product, procedure, or method, Contractor may select any of the named alternatives.
- B. Changes and revisions to Contract Documents may be made by Change Order, Field Order, or other procedure authorized under the Contract Documents.

- C. All other revisions not defined as options or changes shall be treated as Substitutions. (Options and changes will not be treated as Substitutions.)

#### **1.06 BID PHASE SUBSTITUTIONS**

- A. Substitutions and alternatives proposed prior to the Bid Deadline shall be submitted in accordance with the Instructions to Bidders.

#### **1.07 CONSTRUCTION PHASE SUBSTITUTIONS**

- A. Substitutions proposed after Contract has been awarded shall be submitted for approval prior to their use. Consideration will be given only to proposed substitutions for those products named in the Contract Documents which are no longer available or cannot be provided within the Contract Time, or where standard products are no longer in conformance, or where the County's interests may be adversely affected.
- B. If substitutions are approved, Contractor assumes responsibility for any other changes in systems or for modifications required in other work to accommodate the substitution, regardless of approval of the substitution.
- C. Requests for substitution of alternate products shall be submitted with complete references to manufacturer's product identification and product data indicating composition, guarantee, availability, applicable standards or agency approvals met or exceeded, restrictions imposed on product, and manufacturer's recommended method of application or installation. Substitutions will be considered acceptable if the product will perform adequately the duties imposed by the general design and, in opinion of Engineer of Record, is of equal substance, quality, appearance, and function, unless the named item is necessary for interchangeability or if the named product has been demonstrated to be most cost-effective.

#### **1.08 DEFECTIVE PRODUCTS**

- A. All products which do not conform to specified requirements shall be considered defective and shall be removed from the Work. If in place, faulty materials shall be corrected or replaced to meet specified requirements.

**1.09 TRANSPORTATION AND HANDLING**

- A. Products shall be transported and handled in accordance with the Contract Documents and as defined below. Deliver in original packaging with manufacturer's brand, seals, and labels intact. Refer to individual sections of specifications for specific requirements.
- B. Arrange for product transportation as required for construction. Select means of transportation which will reasonably assure timely and safe arrival. Products shall be suitable for intended use upon arrival at project and shall be undamaged and free from defects.
- C. Select appropriate methods for handling products to preserve their integrity, quality, and function.

**1.10 MATERIAL PROTECTION**

- A. Protect materials in accordance with Section 01 50 00, specific requirements of individual sections of specifications, and according to manufacturer's recommendations.
- B. Provide and maintain watertight storage sheds with raised floors for storage of products that might be damaged by weather. Cement, lime, and other materials affected by moisture shall be stored on platforms.

**1.11 STORAGE**

- A. Confine storage of products to limits designated by the County. Do not bring products to site until needed for progress of work. Storage of products within buildings shall not exceed design capacity of structural system.
- B. The County assumes no responsibility for products stored on site. Contractor shall assume full responsibility for damage to stored products, except as covered by property insurance for the work under construction (see General and Supplementary Conditions).
- C. Contractor shall allot space to subcontractors for storage of products and erection of offices and tool sheds. Locate storage buildings, temporary sheds, and stockpiles to avoid interference with new and existing facilities; move sheds, storage platforms, and materials as necessary.
- D. Upon completion, restore areas disturbed by construction.

**SECTION 01 71 23****FIELD ENGINEERING****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Provide field engineering service for project as indicated on Drawings and specified in this Section.

**1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. Florida Registered Engineer or Land Surveyor.

**1.03 SURVEY REFERENCE POINTS**

- A. Existing basic horizontal and vertical control points are designated on Drawings. All elevations are based on the benchmarks shown on the plans. Establish all vertical and horizontal controls required for construction.
- B. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction.
  - 1. Make no changes or relocations of such points without prior written notice to Engineer of Record and the County.
  - 2. Report to Engineer of Record and the County when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
  - 3. Require surveyor to replace control points which may be lost or destroyed. Establish replacements based on original survey control.
  - 4. Engineer of Record will identify existing control points and properly line corner stakes indicated on Drawings, as required.

**1.04 PROJECT SURVEY REQUIREMENTS**

- A. Establish a minimum of two (2) permanent bench marks on the project site, all referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrument and similar appropriate means.
  - 1. Site improvements.
  - 2. Controlling lines and levels required for mechanical and electrical trades.
- C. Verify layouts by same methods from time to time.

**1.05 RECORDS**

- A. Maintain a complete, accurate log of control and survey work as it progresses.
- B. On completion of foundations and major site improvements, prepare a certified as-built survey showing finished dimensions, locations, angles and elevations of construction.
- C. Refer to Nassau County's As-Built Checklist.

**1.06 SUBMITTALS**

- A. Submit name and address of surveyor or professional engineer to Engineer of Record and the County.
- B. On request of Engineer of Record and the County, submit documentation to verify accuracy of field survey work.
- C. Submit certificate signed and sealed by a State of Florida Registered Engineer or Land Surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents.

**PART 2 - PRODUCTS (NOT USED)****PART 3 - EXECUTION (NOT USED)**

**SECTION 01 77 00****CLOSEOUT PROCEDURES****1.01 SUMMARY**

- A. Complete closeout procedures and final submissions as listed below and as required by the other Contract Documents. Refer to General Conditions regarding Substantial Completion, final completion, and final payment.

**1.02 FACILITY START-UP**

- A. Submit test reports before requesting certification of Substantial Completion.

**1.03 SUBSTANTIAL COMPLETION**

- A. Contractor shall notify County or County's Representatives, in writing, when the Contractor considers the Work (or a portion of the Work which the County agrees to accept separately) to be substantially complete. Contractor's notice shall include a comprehensive list of items to be completed or corrected prior to final payment.
- B. Upon receipt of Contractor's list, Engineer of Record, the County, and Contractor shall make an inspection to verify that the Work is substantially complete.
  - 1. If the County considers the Work to be substantially complete, the County will issue a Certificate of Substantial Completion along with a "Construction Acceptance Checklist" of items to be completed or corrected prior to final payment. Items on punch list shall be completed within 60 days. Required submittals (see below) shall be completed prior to or when requesting final payment.
  - 2. If the County does not consider the work to be substantially complete, the County will inform Contractor of items that need to be completed or corrected before substantial completion. Contractor shall promptly complete these items and request a re-inspection by the County.

**1.04 FURNISHED PRODUCTS AND LOANED TOOLS**

- A. Prior to final payment, return all extra materials, unused parts, and equipment furnished by the County; return loaned tools and equipment.

**1.05 FINAL COMPLETION**

- A. Contractor shall notify Engineer of Record and the County when it considers all Work to be complete. Engineer of Record, the County, and Contractor shall make an inspection to verify that the Work is complete.
1. If the County considers the Work to be complete, Contractor shall submit final Application for Payment.
  2. If the County does not consider the Work to be complete, the County will inform Contractor of items that need to be completed or corrected before completion. Contractor shall promptly complete these items and request a re-inspection by the County.
- B. Prime Contractor is responsible for reviewing all Construction Acceptance Checklist items and verifying that each item is complete before requesting final inspection.

**1.06 CHARGES FOR REINSPECTIONS**

- A. The County will inspect the Work (or a portion of the Work which the County agrees to accept separately) at substantial completion and at final completion. If the Work is not complete to the required level at either substantial completion or final completion, and a re-inspection is required, Contractor shall reimburse the County for charges of the County and the County's consultants for performing the re-inspection.

**1.07 SUBMITTALS**

- A. Submittals required before Contract Closeout are listed below:
1. Contractor Lien Waiver
  2. Subcontractor Lien Waiver
  3. Consent of Surety to Final Payment
  4. Compliance with all permits and other governmental agencies
  5. Certification of Inspections "Certification Package"
  6. Warranties and Bonds
  7. As-Built Drawings
  8. Operation and Maintenance Manuals
  9. All other documents as required in the Contract Documents.

# **DIVISION 31**

# **EARTHWORK**

**SECTION 31 20 00****EARTHWORK****PART 1 GENERAL****1.01 SUMMARY**

- A. Provide earthwork as shown and as specified. Comply with applicable provisions of Div. 0 and 1.
- B. Excavation and Embankment shall be constructed in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge, Latest Edition, and the FDOT Design Standards, 2014 (Index 500 and 505).

**1.02 RELATED SECTIONS**

31 05 10 Site Preparation

**1.03 CLASSIFICATION**

- A. Excavation of materials encountered under this work will be unclassified without regard to type, difficulty to remove, or suitability for use in construction.

**1.04 SUBMITTALS**

- A. Test Reports: Submit certifications that all soils used for embankment (shoulder construction) meet the requirements of FDOT Design Standards, Latest Edition (Index 500 and 505)

**1.05 TESTING**

- A. Contractor shall arrange and pay for soil sampling and testing by a qualified testing agency, acceptable to the County and independent of Contractor. Test soil materials for suitability for intended purpose using standard, recognized procedures.
- B. Determine mechanical analysis, liquid and plastic limit, and moisture-density curve (ASTM D1557) for each type of soil encountered.
- C. During course of work, testing agency shall inspect and approve fill layers before further construction work is performed on each layer.

- D. If in opinion of Engineer of Record and the County, based on reports of testing agency and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional cost to the County.

#### **1.06 PROTECTION**

- A. Protect existing improvements, utilities, trees and shrubs, and reference marks in accordance with Section 31 05 10.

#### **1.07 BLASTING**

- A. Use of explosives is not permitted.

### **PART 2 PRODUCTS**

#### **2.01 SOIL MATERIALS, GENERAL**

- A. Soil materials shall be free of organic matter, debris and other objectionable materials. Rock particles larger than maximum size specified shall be removed prior to placement of soil.
- B. Select existing material from required excavations may be used for fill or backfill if it meets the specified product requirements. If necessary, furnish additional approved material from suitable off-site sources.

#### **2.02 GRANULAR FILL, BEDDING, AND BACKFILL**

- A. Select soils to comply with AASHTO M-145 - Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.

#### **2.03 FILL AND BACKFILL**

- A. Previously excavated soils, free of aggregate larger than 3 in., and suitable for intended purpose.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Prepare site for work in accordance with Section 31 05 10. Layout and stake lines and grades as required to complete the work.

**3.02 EXCAVATION**

- A. Excavate to achieve necessary dimensions, lines, grades, and cross-sections. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 ft.

**3.03 TRENCHING**

- A. Excavate trenches so that asphaltic base can be placed safely and accurately to required line and grade.

**3.04 UNAUTHORIZED EXCAVATION**

- A. Unauthorized excavation consists of removal of materials beyond indicated elevations or side dimensions without specific direction of Engineer of Record. Unauthorized excavation, as well as remedial work, shall be at Contractor's expense. Notify Engineer of Record and the County if unauthorized excavations are made.
- B. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed.

**3.05 ADDITIONAL EXCAVATION (OVER EXCAVATION)**

- A. When excavation has reached required subgrade elevation, notify Engineer of Record and the County who will make an inspection of conditions. Inform Engineer of Record and the County of unsuitable, unconsolidated subgrade soils.
- B. If unsuitable bearing materials, such as poorly compacted fill, existing foundations, rubble, debris, or organic deposits, are encountered at required subgrade elevations, carry excavations deeper and replace excavated material with properly compacted Fill as directed by Engineer of Record and the County.
- C. Removal of unsuitable material and its replacement as directed will be paid for as extra work. Do not proceed with extra work until authorized by the County.

**3.06 STABILITY OF EXCAVATIONS**

- A. Maintain sides and slopes of excavations in a safe condition per OSHA guidelines until completion of backfilling. Slope sides of excavations to angle of repose of material excavated; otherwise, shore and brace where sloping is not possible either because of space restrictions or stability of material excavated. Comply with applicable codes and ordinances.

**3.07 DEWATERING**

- A. Perform earthwork in a manner to prevent surface water and ground water from flowing into excavations. Promptly remove water from excavations using pumps, sumps, and dewatering system components necessary to convey water away from excavations. If underground springs are encountered, notify Engineer of Record and the County before proceeding.
- B. Dewatering may require a "Generic Permit for the Discharge of Produced Groundwater from Any Non-Contaminated Site Activity." Groundwater testing may be required. The cost of any dewatering permit and required testing shall be paid by the Contractor.

**3.08 STOCKPILING**

- A. Stockpile excavated materials meeting the requirements for fill and backfill where directed until required for the work. Place, grade, and shape stockpiles for proper drainage. Locate stockpiles a sufficient distance from edge of excavations to prevent such material from falling or sliding into excavations and to prevent cave-ins.

**3.09 COLD WEATHER PROTECTION**

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F by covering with dry insulating materials of sufficient depth to prevent frost penetration.

**3.10 EXAMINATION OF SUBGRADE**

- A. Examine subgrade prior to placement of fill or backfill. Do not place materials on frozen subgrade. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that material will bond with subgrade. When subgrade has a density less than that specified for the particular area, breakup ground surface, pulverize, moisture-condition to optimum content, and compact top 12 in. to density specified in Part 4 Schedules.

**3.11 FILLING AND BACKFILLING, GENERAL**

- A. Do not place fill or backfill until required excavation and subgrade preparation have been inspected and approved by Engineer of Record and the County.
- B. Place fill or backfill in approximately horizontal layers; do not exceed the maximum lift thickness specified in Part 4 Schedules before compaction. Spread piles and windrows uniformly.

- C. Adjacent to structures, place fill or backfill to prevent damage and allow structures to assume loads gradually and uniformly, at approximately the same rate on all sides of structure.

### 3.12 BACKFILL

- A. Provide Backfill material to bring excavations to natural or designated grade.

### 3.13 GRADING

- A. Grade area within project limits by cutting and/or filling as necessary to achieve lines and grades shown. Grade areas adjacent to structure lines to drain away from structure to prevent ponding. Finish surface to be reasonably smooth and free from irregular surface changes. Tolerance for areas to receive topsoil shall be 0.3 ft above or below established grade, less allowance for topsoil. Tolerance for areas to be paved shall be 0.1 ft above or below established pavement subgrade.

### 3.14 COMPACTION

- A. Compact each layer of soil material to not less than the percentage of maximum density specified in Part 4 Schedules.
- B. Provide compaction equipment required to obtain specified compaction. Compaction by travel of grading equipment is not considered adequate for uniform compaction. Small vibratory compactors are required wherever fill is placed adjacent to foundation walls, footings, and piers. Pipe bedding and initial backfill shall be hand or mechanically tamped.
- C. During placement and compaction, maintain moisture content of materials within optimum range.

### 3.15 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Remove excess excavated material, trash, debris, and other waste materials and legally dispose of them off-site.

**PART 4 SCHEDULES****4.01 COMPACTION SCHEDULE**

<u>Location</u>	<u>Lift Thickness</u> <sup>1</sup>	<u>Compaction</u> <sup>2</sup>
Below foundations, slabs, pavements, walks, and other designated areas.	12"	98%
Bedding and initial backfill around pipe and conduit.	6"	98%
Unpaved areas 10 ft. or less outside structure line.	12"	98%
Unpaved areas more than 10 ft. outside pavement area.	12"	95%

<sup>1</sup>Place manually compacted materials in maximum 6-in. layers.

<sup>2</sup>Percent of maximum density determined in accordance with AASHTO Modified Proctor T 188.

## **DIVISION 32**

# **EXTERIOR IMPROVEMENTS**

**SECTION 32 12 02**

**MILLING EXISTING ASPHALT PAVEMENT**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Milling Existing Asphalt Pavement (1") shall be constructed in accordance with Section 327 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, including Supplemental Specifications.

**SECTION 32 12 04****SUPERPAVE ASPHALT CONCRETE****PART 1 GENERAL****1.01 SUMMARY**

- A. Superpave Asphalt Concrete shall be constructed in accordance with Section 334 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, including Supplemental Specifications.
  
- B. All Quality Control testing of Superpave Asphalt Concrete for plant and roadway sampling, shall be in accordance with Sections 334-5.1.4.2 and 334-5.1.4.3 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
  
- C. Acceptance of Superpave Asphalt Concrete will be based solely on results obtained from Quality Control Testing. No reduction in pay or consideration of pay factors will be accepted by Nassau County.

**SECTION 32 12 13**

**PERFORMANCE TURF (Sod & Hydroseed)**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Performance Turf, (Sod and Hydroseed) shall be in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition and constructed to the lines, grades, and dimensions shown on the plans.

**SECTION 32 12 29**

**RETRO-REFLECTIVE PAVEMENT MARKERS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Retro-Reflective Pavement Markers shall be constructed in accordance with Section 706 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, including Supplemental Specifications.

**SECTION 32 12 30****THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS****PART 1 GENERAL****1.01 SUMMARY**

- A. Thermoplastic, Standard, White, Solid, 6", shall be constructed in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, including Supplemental Specifications.
- B. Thermoplastic, Standard, Yellow, Skip, 6", shall be constructed in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, including Supplemental Specifications.
- C. Thermoplastic, Standard, Yellow, Solid, 6", shall be constructed in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, including Supplemental Specifications.
- D. Thermoplastic, Preformed, White, Solid, 24", shall be constructed in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, including Supplemental Specifications.
- E. Thermoplastic, Preformed, White, Message, shall be constructed in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, including Supplemental Specifications.

## **APPENDIX A**

# **GEOTECHNICAL REPORT (NOT USED)**

## **APPENDIX B**

# **ROAD CLOSURE POLICY**



**Nassau County Engineering Services Department**  
**96161 Nassau Place**  
**Yulee, Florida 32097**

*J. Scott Herring, P.E.*  
*Public Works Director*

### Road Closure Policy

1. Submit a written request to the Public Works Director for the road closure. In the request you must explain the following:
  - a) Why the road needs to be closed and the duration of the closure?
  - b) What are the benefits to public for closing the road?
  - c) Include a draft detour plan.

After the road closure request and draft detour plan have been approved, the following information shall be submitted to the Nassau County Engineering Services Department for review and approval.

2. Submit to Nassau County Engineering Services Department: A Maintenance of Traffic (MOT) Plan that was prepared by or approved by Florida Advanced Maintenance of Traffic (AMOT) certified personnel referencing the latest editions of the Florida Department of Transportation (FDOT) Design Standards Section 600 and the Manual on Uniform Traffic Control Devices (MUTCD). These plans shall include the Worksite Traffic Supervisor as per the latest edition of the FDOT Standard Specifications for Road & Bridge Construction Section 105-8.3. Variable Message Boards (VMB) will be required and shall be installed 7 days prior to the detour taking place and remain throughout. Any signed detour that will be within FDOT Right-of-Way (or on portions thereof) shall have prior FDOT approval.

A Maintenance of Traffic Plan proposing a change to any approved documents, including contract documents and approved construction plans must be signed and sealed.

3. Provide a public notification advertisement to an approved local newspaper. To appear no less than fourteen (14) days prior to the scheduled closure. Submit the draft notification to Nassau County Engineering Services for review and approval prior to advertising. This notification will clearly describe the name of the project and contractor, scope of the detour, scope of construction, the name of all roads that will be affected, official detour routes, duration of closure and the Worksite Traffic Supervisor's telephone number. Attach a diagram showing the surrounding area and detour routes. Diagram must be clear and depict road names and route direction. The size of advertisement in newspaper shall be a minimum of 2 columns wide by 12 inches long (tall) or one fifth (1/5) of a page with a minimum of 24 point font for the heading and 10 point font for the body and detour plan. Flyers with the same information may be required. With the Engineering Services Department's written approval, local roads may not require publishing of the advertisement in the paper; however, all other criteria must be adhered to.
4. Submit notification to the following departments and agencies prior to the road closure. A confirmation of notification to the Engineering Services Department must be provided prior to road closure.

Phone (904) 530-6225

Fax (904) 491-3611

Initials: A-H



**Road Closure Policy**  
**Page 2 of 2**

- Nassau County Sheriff's Office:  
 Contact: Ricky A Rowell, TAC  
 Phone – (904) 548-4000  
 Fax – (904) 225-5737  
 Email – [rickyr@nassauso.com](mailto:ricky@nassauso.com)
- Nassau County Emergency Management  
 Contact: Laura Scott  
 Phone – (904) 548-4094  
 Fax – (904) 548-4194  
 Email – [lscott@nassauso.com](mailto:lscott@nassauso.com)
- Nassau County Fire Department  
 Contact: Jerry Marrison  
 Phone – (904) 491-7525  
 Fax – (904) 321-5748  
 Email – [jmarrison@nassaucountyfl.com](mailto:jmarrison@nassaucountyfl.com)
- Nassau County School Bus Transportation  
 Contact: Amy Bell  
 Phone – (904) 225-0127  
 Fax – (904) 225-9404  
 Email – [amy.bell@nassau.k12.fl.us](mailto:amy.bell@nassau.k12.fl.us)
- Nassau County Road & Bridge Department  
 Contact: Jennifer Beaver  
 Phone – (904) 530-6175  
 Fax – (904) 530-6901  
 Email – [jbeaver@nassaucountyfl.com](mailto:jbeaver@nassaucountyfl.com)
- Nassau County Manager  
 Contact: Ted Selby  
 Phone – (904) 530-6010  
 Fax – (904) 321-5784  
 Email – [tselby@nassaucountyfl.com](mailto:tselby@nassaucountyfl.com)
- United Postal Service (Yulee)  
 Contact: Post Master  
 Phone – (904) 225-5331  
 Fax – (904) 225-9733  
 Email – [cprince@usps.gov](mailto:cprince@usps.gov)
- United Postal Service (Fernandina)  
 Contact: Victor Blackwell  
 Phone – (904) 491-8102  
 Fax – (904) 277-7947  
 Email – [victor.a.blackwell@usps.gov](mailto:victor.a.blackwell@usps.gov)
- United Postal Service (Callahan)  
 Contact: Kim Bojtech  
 Phone – (904) 879-2131  
 Fax – (904) 879-6737  
 Email – [kim.k.Bojtech@usps.gov](mailto:kim.k.Bojtech@usps.gov)
- United Postal Service (Hilliard)  
 Contact: Kim Bojtech  
 Phone – (904) 845-2151  
 Fax – (904) 845-7738  
 Email – [kim.k.Bojtech@usps.gov](mailto:kim.k.Bojtech@usps.gov)

Depending on the location of the project/detour, notification to other agencies may be required.

5. Signage will be in place prior to road closure. They will be bagged/covered until needed. VMBs, will be installed and operating a minimum of seven (7) calendar days prior to any closure/detour.
6. Visual inspection of the VMB by the Engineering Services Department is required at installation or relocation. Visual inspection of all road/detour signage shall be accomplished prior to road closure. Contact Engineering Services 48 hours prior to installation for inspection.

Phone (904) 530-6225

Fax (904) 491-3611

Initials: A-H

## **APPENDIX C**

# **AS-BUILTS REQUIREMENTS**



**Nassau County Engineering Services Department**  
**96161 Nassau Place**  
**Yulee, Florida 32097**

*J. Scott Herring, P.E.*  
*Public Works Director*

## **AS-BUILT REQUIREMENT CHECKLIST:**

The following list is intended to highlight the majority of the as-built requirements for Construction projects in Nassau County. This list should not be considered to be all-inclusive as each project is unique in nature and may require additional information that can only be determined during the course of the project's completion. Generally, however, the AS-BUILT information shall contain the following:

1. AS-BUILTS should be based on the design plans as approved through the DRC process. The submitted as-builts should be at the same scale and have the same orientation as the design files.
2. AS-BUILTS should have the same page numbering as the design plans, and the cover of the AS-BUILT plans should have all sheets from the design plans listed with sheets not "AS-BUILT" stricken through.
3. AS-BUILTS should display the original design information as displayed on the plan sheets with the design information stricken through and the as-built information displayed in bold adjacent to the design information.
4. AS-BUILTS shall be accompanied by an "Engineer's Certification" form from the Engineer of Record. (Exhibits 3 & 4)
5. Three (3) sets of fully signed and sealed AS-BUILTS should be submitted along with CD containing the PDF file(s) and CADD file(s) of the AS-BUILT information. CADD files should be in State Plane coordinates (NAD 83) with a vertical datum of NAVD88 or NGVD 1929 (with the datum shift noted). Furthermore, CADD files should only be submitted in ACAD version 2013 or later.
6. Northing and Easting of all drainage structures should be included.
7. The plans should be clearly legible and all structure notes, distances, angles and elevations should be clearly readable.
8. If the plan represents a phase of a development, then that phase should be clearly identified for clarity and avoid confusion with future phases.
9. There should be a north arrow and scale on each sheet.
10. A legend should be included explaining the symbols used in the plans.
11. ALL sheets must be signed and sealed by a surveyor licensed in the State of Florida.

**Phone (904) 530-6225**

**Fax (904) 491-3611**

Initials: A-H



12. There should be sufficient "plan" and "as-built" elevations shown to verify that the streets were constructed substantially in accordance with the approved construction plans. Generally, the County will review all low points and high points in the street and verify that the minimum grade exists for each street. On straight sections between high and low points elevations should be taken every 200 feet.
13. All street curve radii should be shown on the plans or in a table.
14. Street widths and curb type should be identified for each street on each sheet.
15. Whenever there are islands within the streets the as-builts should include dimensions for these islands.
16. The paved radii of all Cul-de-Sacs should be listed and Cul-De-Sac center and edge of pavement or gutter elevations at quarter points shall be shown.
17. All underdrains should be shown with size, lengths, inverts and cleanouts all shown.
18. Where swales are utilized there should be sufficient flow line elevations and ditch cross sections to verify capacity of the channel.
19. There should be a comparison table of design and as-built pipe sizes, lengths, invert elevations, and pipe slopes.
20. The as-built surface area of the pond(s) at Normal Water Level (design) and Top of Bank (as-built) should be included.
21. The bottom elevation and area should be shown (2 locations min. per pond).
22. The surveyor shall certify by note (for each pond) that no slope is greater than 1:4 above the design NWL, unless the pond is fenced.
23. All structures in the pond (overflow weirs, etc.) should be included.
24. All water main and sewer main locations, size, lengths, inverts, etc.
25. All easements required (or on a plat) should be shown on the "As- BUILTS" and improvement located so as to verify improvements are within the easement. Easement not recorded as part of the recorded plat including drainage and right-of-way easements shall also be identified as "as-built". For these easements the book and page of their record, property to whom easement is dedicated and date of filing should be shown on as the "as-built". All improvements intended to be within these easements shall be shown as the "as-builts" to verify the improvements are within the easement. Wetlands are not reviewed by Nassau County and need not be shown.

**APPENDIX D**

**PLANS/DRAWINGS**

Initials: A-17



# NASSAU COUNTY ENGINEERING

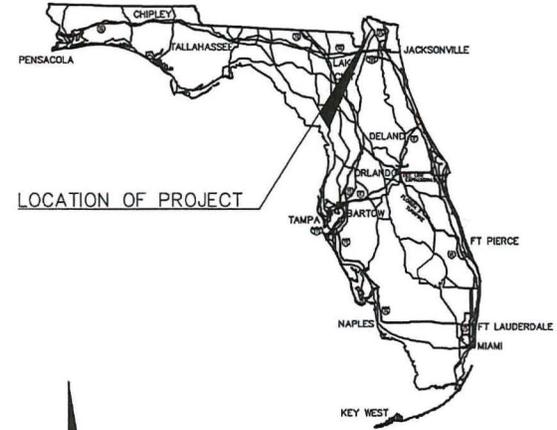
## CONTRACT PLANS

RESURFACING – ANDREWS ROAD  
CR121 TO US1

### ROADWAY PLANS

INDEX OF ROADWAY PLANS

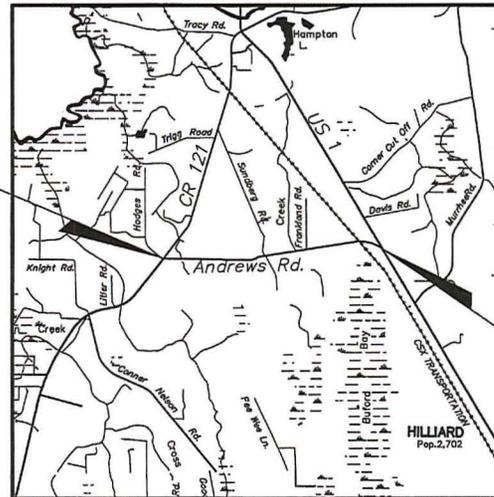
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	TYPICAL SECTION & PAY ITEMS



LOCATION OF PROJECT



BEGIN PROJECT  
CR121



*BID SET-3/13/17*

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

END PROJECT  
US1

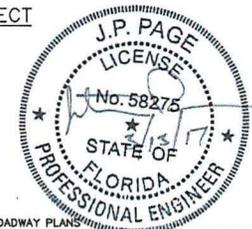
**BOARD OF COUNTY COMMISSIONERS**

- DANIEL B. LEEPER – DISTRICT 1
- STEPHEN W. KELLEY – DISTRICT 2
- PAT EDWARDS – DISTRICT 3
- GEORGE V. SPICER – DISTRICT 4
- JUSTIN M. TAYLOR – DISTRICT 5

\*THESE PLANS WERE PREPARED WITHOUT THE BENEFIT OF A SURVEY

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	16,368	3.1
BRIDGES	N/A	N/A
<b>NET LENGTH OF PROJECT</b>	<b>16,368</b>	<b>3.1</b>

NASSAU COUNTY PROJECT MANAGER: JONATHAN P. PAGE, P.E.



ROADWAY PLANS  
ENGINEER OF RECORD: JONATHAN P. PAGE, P.E.

P.E. No.: 58275

Contract No. CM2494

Initials: A-H

**GENERAL NOTES:**

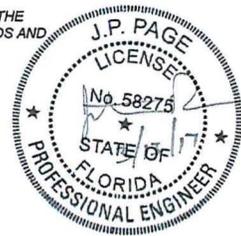
1. THE CONTRACTOR SHALL NOTIFY UTILITIES THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE PROJECT SITE.  
  
OKEFENOKE EMC: ROY SIKES - 1-800-262-5131 \*3305  
WINDSTREAM: GARY CARY - 1-386-462-6530
2. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER, ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES TO HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COST ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S BID.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUB-SURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED, FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THE CONTRACT. THE CONTRACTOR IS ALSO URGED TO TAKE COLOR PHOTOGRAPHS THROUGHOUT THE PROJECT AREA TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN THE POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT.
5. THE CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION WITH ALL OTHER CONTRACTORS IN THE AREA, IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.
6. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF BY THE CONTRACTOR ON A DAILY BASIS.
7. ALL EXCESS SUITABLE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE ON A DAILY BASIS BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE OWNER.
8. A PRE-CONSTRUCTION MEETING IS REQUIRED TO BE ATTENDED BY NASSAU COUNTY REPRESENTATIVES, THE CONTRACTOR, CONTRACTOR'S TESTING FIRM AND ALL SUB-CONTRACTORS.
9. ALL LANES MUST BE REOPENED TO NORMAL TRAFFIC WITHIN 8 HOURS AFTER RECEIVING NOTIFICATION OF A HURRICANE EVACUATION OR ANY OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY NASSAU COUNTY. SITE MUST BE EVACUATED AND EQUIPMENT REMOVED AS WELL. SUBMIT HURRICANE PREPAREDNESS PLAN AT PRE-CON.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EITHER CONDUCT ANY FIELD EXPLORATION OR ACQUIRE ANY GEOTECHNICAL ASSISTANCE REQUIRED TO ESTIMATE THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO BE REMOVED AND/OR TO ESTIMATE THE AMOUNT OF OFF SITE BORROW THAT WILL BE REQUIRED. CONTRACTOR TO USE APPROVED PIT.
11. CLEARING AND GRUBBING REQUIRED FOR ALL ROADWAY, UTILITIES, DITCHES AND BERMS INCLUDED IN THIS PROJECT, AND THE CLEARING AND GRUBBING OF ALL RIGHT-OF-WAY OR EASEMENTS SHALL BE CONSIDERED AS PART OF THIS PROJECT. CONTRACTOR WILL SEED AND MULCH ALL DISTURBED AREAS.
12. THE CONTRACTOR SHALL NOT ALLOW ANY ASPHALT SPOILS TO BE SWEEPED OR BLOWN ONTO THE UNPAVED SHOULDER AREA, INTO DRAINAGE STRUCTURES OR DITCHES. CONTRACTOR SHALL CLEAN UP DAILY AND HAVE A MECHANICAL BROOM AVAILABLE, AS NECESSARY.
13. MATERIALS AND TESTING SHALL BE IN COMPLETE ACCORDANCE WITH ALL RELATIVE SECTIONS OF NASSAU COUNTY STANDARDS (LATEST REVISION) AND ALL CURRENT NASSAU COUNTY STANDARD DETAILS, FDOT DESIGN STANDARDS AND FDOT STANDARD SPECIFICATIONS ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
14. CONTRACTOR SHALL PROVIDE MATERIALS TESTING FROM AN INDEPENDENT TESTING COMPANY AT THE CONTRACTOR'S COST. ALL TESTING SHALL MEET COUNTY OR FDOT STANDARDS, WHICHEVER IS MORE STRINGENT.

15. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH A SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR REINSTALLATION OF THE MONUMENT.
16. ALL WORK PERFORMED WITHIN COUNTY'S RIGHT-OF-WAY SHALL CONFORM TO NASSAU COUNTY'S ORDINANCE 99-17 AND TO THE MOST CURRENT EDITION OF THE FOLLOWING PUBLICATIONS:
  - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND PAVEMENT REHABILITATION
  - FDOT DESIGN STANDARDS
  - FDOT PLANS PREPARATION MANUAL
  - FDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION
17. ALL DISTURBED AREAS (INCLUDING SHOULDER DROPOFFS GREATER THAN THOSE SHOWN ON THE TYPICAL SECTION) WITHIN THE RIGHT-OF-WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND HYDROSEEDING THE AREA DISTURBED. AREAS DISTURBED BY THE CONTRACTOR'S ACTIVITIES (STAGING, ETC) NOT DIRECTLY RELATED TO PERFORMANCE OF THE WORK SHALL BE INCIDENTAL TO THE WORK AND THOSE AREAS SHALL NOT BE MEASURED FOR PAYMENT.
18. ACCESS TO DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.
19. LANE CLOSURES SHALL BE PERFORMED BETWEEN THE HOURS OF 9:00AM TO 4:00 PM.
20. NIGHT TIME, WEEKEND, HOLIDAY OR WORK DURING THE FCAT OR OTHER DATES AS DEFINED IN THE CONTRACT DOCUMENTS SHALL NOT BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM NASSAU COUNTY.
21. ROAD CLOSURES WILL NOT BE PERMITTED.
22. THESE PLANS WERE PRODUCED WITHOUT THE BENEFIT OF A SURVEY. THE PLANS SHOULD NOT BE SCALED. ALL IMPROVEMENTS ARE TO BE CONSTRUCTED AND PAID BY THEIR RESPECTIVE FDOT PAY ITEM NUMBERS FOR THE QUANTITIES PLACED. ANY ADDITIONAL ITEMS THAT ARE ENCOUNTERED IN THE FIELD SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION.
23. ALL DRIVEWAY CULVERTS AND DRAINAGE FACILITIES ARE EXISTING AND TO REMAIN.
24. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACHIEVE THE MINIMUM AND MAXIMUM CROSS-SLOPES SHOWN ON THE TYPICAL SECTIONS WITH THE MINIMUM AMOUNT OF ASPHALT POSSIBLE. THE COUNTY WILL NOT PAY CONTRACTOR FOR ASPHALT IN EXCESS OF THE AMOUNTS SPECIFIED TO ACHIEVE THE REQUIREMENTS OF THE TYPICAL SECTIONS.

STRIPING AND SIGNAGE NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING THE EXISTING STRIPING WITH NEW STRIPING IN THE SAME LOCATION.
2. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT AT LIMITS OF CONSTRUCTION.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP RPM'S CLEAN FROM EXISTING, TEMPORARY AND FINAL PAVEMENT MARKINGS. ANY REPLACEMENT AFTER THE FINAL PLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. THE STREET NAME SIGNS SHALL REMAIN VISIBLE AT ALL TIMES DURING CONSTRUCTION.
5. ANY EXISTING SIGNS DAMAGED BEYOND USE BY THE CONTRACTOR, AS DETERMINED BY THE ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
6. ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
7. REMOVAL OF EXISTING STRIPING (IF REQUIRED) SHALL BE ACCOMPLISHED USING THE "HYDRO-BLAST" METHOD. IF THIS PROCESS DAMAGES/SCARS PAVEMENT (AS DETERMINED BY THE ENGINEER), THEN THE PAVEMENT SHALL BE OVERLAYED AND RESTRIPEDED PER FDOT STANDARDS AND CONSIDERED INCIDENTAL TO THE PROJECT.

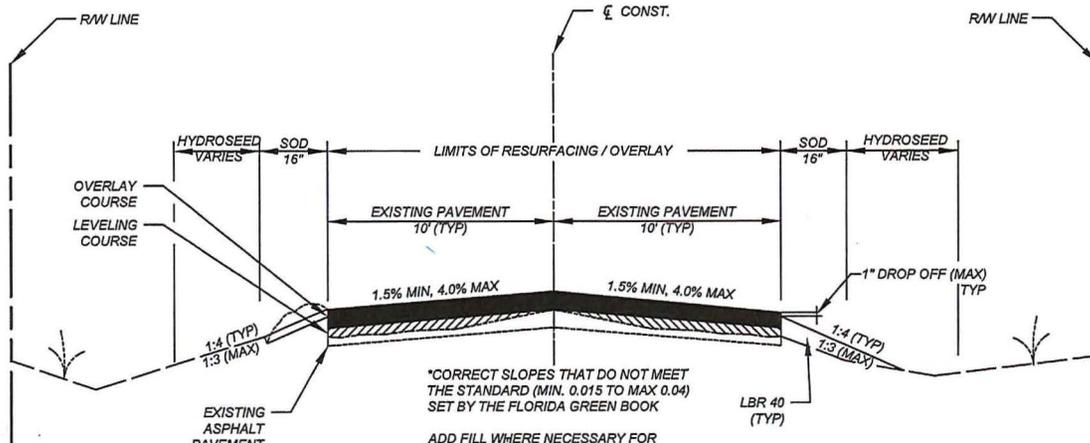
**BID SET**



Contract No. CM2494

<b>REVISIONS</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 10%;">NO.</td><td style="width: 10%;">DATE</td><td style="width: 10%;">BY</td><td style="width: 70%;">DESCRIPTION</td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	BY	DESCRIPTION													<b>PLANS PREPARED BY:</b>  NASSAU COUNTY ENGINEERING SERVICES 96161 NASSAU PLACE YULEE, FL 32087 (904) 530-0225	<b>DATE:</b> 3/09/2017 <b>BY:</b> JPP NASSAU COUNTY PROJECT MANAGER: JONATHAN PAGE, P.E.	<b>ENGINEER OF RECORD:</b>  JONATHAN PAGE, P.E. P.E. # 58275 96161 NASSAU PLACE YULEE, FL 32087	<b>GENERAL NOTES</b> CONSTRUCTION PLANS FOR: ANDREWS ROAD RESURFACING-US301 TO DUVAL CL	<b>SHEET NO.</b> 2 OF 3
NO.	DATE	BY	DESCRIPTION																		

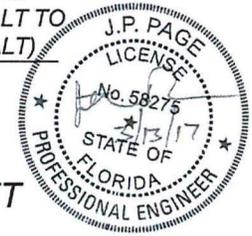
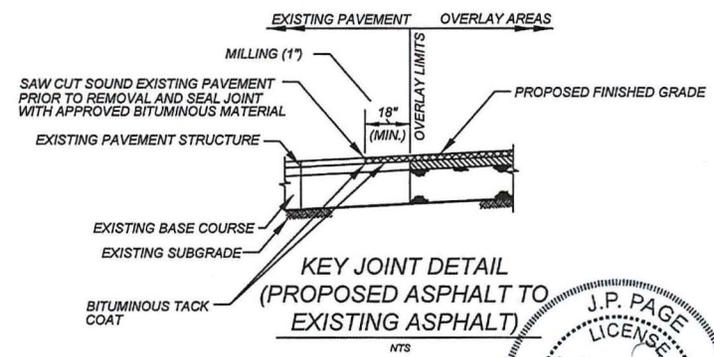
Initials: AA



\*CORRECT SLOPES THAT DO NOT MEET THE STANDARD (MIN. 0.015 TO MAX 0.04) SET BY THE FLORIDA GREEN BOOK  
 ADD FILL WHERE NECESSARY FOR DROP OFFS

**TYPICAL SECTION  
 ANDREWS ROAD  
 CR121 - US1**

(BEGINNING AND END STATIONS TO BE VERIFIED IN THE FIELD BY NASSAU COUNTY PRIOR TO SAWCUTTING FOR KEY JOINTS)  
**LIFT 1 - LEVELING**  
 TYPE SP-9.5 (FINE) W/RAP (AVERAGE 50 LBS PER SY)  
**LIFT 2 - OVERLAY**  
 TYPE SP-9.5 (FINE) (1.25\"/>



**BID SET**

SUMMARY OF PAY ITEMS				
ITEM NUMBER	ITEM DESCRIPTION	UNIT	PLAN	FINAL
101-1R	MOBILIZATION	LS	1	
102-1R*	MAINTENANCE OF TRAFFIC*	LS	1	
120-6	EMBANKMENT	CY	760	
120-6M	EMBANKMENT - MILLINGS	CY	260	
327-70-6	MILLING EXIST. ASPH. CONC. 1\"/>			

\* TO INCLUDE ALL TEMPORARY AND WORK ZONE STRIPING, SIGNAGE OR ANY OTHER ITEM REQUIRED BY FDOT SPECIFICATION 102

**TYPICAL SECTION & PAYITEM NOTES:**

1. THE SHOULDER/DROP OFF HAZARD TREATMENT SHOWN ON THE TYPICAL WILL NOT APPLY IN MOST LOCATIONS. THIS ROADWAY HAS NO DEFINED SHOULDER AND THE INTENT OF THIS PROJECT IS TO RESURFACE THE ROADWAY NOT CONSTRUCT THE SHOULDER.
2. ALL DROPOFFS SHOULDER WORK SHALL BE DELINEATED IN THE FIELD BY THE CONTRACTOR WITHIN 7 DAYS OF PLACING THE SURFACE COURSE. THESE AREAS SHALL THEN BE APPROVED BY THE ENGINEER PRIOR TO RECEIVING TREATMENT AND ALL WORK REQUIRED IS TO BE INCLUDED IN THE BASE BID UNIT COSTS FOR PERFORMANCE TURF AND EMBANKMENT(S).
3. WHEN A DROP OFF CONDITION IS GREATER THAN 5\"/>

REVISIONS			
NO.	DATE	BY	DESCRIPTION

PLANS PREPARED BY: NASSAU COUNTY ENGINEERING SERVICES  
 96161 NASSAU PLACE  
 YULEE, FL 32097  
 (904) 530-6225

DATE: 3/09/2017 BY: JPP  
 NASSAU COUNTY PROJECT MANAGER:  
 JONATHAN PAGE, P.E.

ENGINEER OF RECORD:  
 JONATHAN PAGE, P.E.  
 P.E. # 58275  
 96161 NASSAU PLACE  
 YULEE, FL 32097  
 (904) 491-7330

**TYPICAL SECTION**  
 CONSTRUCTION PLANS FOR:  
 ANDREWS ROAD RESURFACING-CR121 TO US1

SHEET NO.  
 3 OF 3

Contract No. CM2494

## **APPENDIX E**

### **Small County Road Assistance Program**

State of Florida, Department of Transportation (FDOT-SCRAP)

April 11, 2016, Financial Project No. 432767-1-54-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT STATUS CHANGE/CHECKLIST**

COMPTROLLER  
01/08

STATE COMPTROLLER USE:

Info Provider: Kim Evans

Received date: \_\_\_\_\_

Return to: FISCAL

Approved date: \_\_\_\_\_

Mail Station: 2006

Approved by: \_\_\_\_\_

Phone # of Info Provider: 386-961-7402

CONTRACT NUMBER: G0986

SITE/DISTRICT: 2

Total Executed Contract Amount: \$ \_\_\_\_\_ / \$ 704,000.00  
*To date This action*

Status Code (choose one)		<input type="checkbox"/> 10 = Executed Contract	<input type="checkbox"/> 4X or 6X = Audit Status (Indicate Year) _____
<input type="checkbox"/> 20 = In Claims	<input type="checkbox"/> 99 = Post Design Service	<input type="checkbox"/> 50 = Complete/Terminated Contract	
<input checked="" type="checkbox"/> Original Contract	<input type="checkbox"/> Amendment (Indicate #) _____	<input type="checkbox"/> Renewal	<input type="checkbox"/> Addition (Indicate #) _____
<input type="checkbox"/> Award	<input type="checkbox"/> Supplemental (Indicate #) _____	<input type="checkbox"/> Letter of Authorization (Indicate #) _____	
<input type="checkbox"/> Time Extension	<input type="checkbox"/> Close Contract	<input checked="" type="checkbox"/> Other Changes (must include comments)	

LETTING DATE: _____	AWARD DATE: _____
DATE OF CONTRACT EXECUTION (Last Signed Date): <u>4/11/2016</u>	
If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).	
CONTRACT BEGINNING DATE: <u>4/11/2016</u>	ENDING DATE: <u>6/30/2018</u>
SERVICES BEGINNING DATE: _____	SERVICES ENDING DATE: _____

VENDOR NAME: Nassau County BOCC VENDOR NUMBER (FEID/SS): F591863042053

PROJECT NUMBER: 432767-1-54-01 PROJECT NUMBER: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CAN THIS CONTRACT BE RENEWED?  YES  NO SERVICE TYPE: \_\_\_\_\_

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: \_\_\_\_\_

Comments:  
original contract - Andrews Road

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) FISCAL Title: DISTRICT FINANCIAL SERVICES ADMINISTRATOR

Approval Signature: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Initials: A-H



*Florida Department of Transportation*

1109 South Marion Avenue  
Lake City, Florida 32025

RICK SCOTT  
GOVERNOR

JIM BOXOLD  
SECRETARY

April 12, 2016

The Honorable Walter Boatright, Chair  
Nassau County BOCC  
76347 Veteran's Way, Ste. 456  
Yulee, Florida 32097

**Subject: Small County Road Assistance Program  
Resurfacing of Andrews Road  
From CR 121 to US 41  
Financial Project ID: 432767-1-54-01  
Contract Number: G0986**

Dear Chair Boatright:

Enclosed for your file is a fully executed copy of the Small County Road Assistance Program Agreement for the resurfacing or reconstruction of Andrews Road from CR 121 to US 41 in Nassau County, Florida.

The County must provide a set of signed and sealed plans, scope of service, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise. The Department does not allow the CEI and designer to be the same.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that Nassau County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (**\$704,000.00**).

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

A handwritten signature in blue ink that reads "Kim Evans". The signature is fluid and cursive, written over a light blue horizontal line.

Kim Evans  
District Local Programs Administrator

/ke  
Enclosures

CC: Mr. Scott Herring, Public Works Director  
Mr. Jonathan Page, P.E., County Engineer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

Financial Project No.: 432767-1-54-01  
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this 17<sup>th</sup> day of April, 2016, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Nassau County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

## WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 432767-1-54-01, for costs directly related to the resurfacing or reconstruction of Andrews Road from CR 121 to US 41 in Nassau County, Florida, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. 2016-32 dated the 16<sup>th</sup> day of March, 2016, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to

Initials: A-H

likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

**TO COUNTY:**

Kim Evans, District Local Program Administrator  
FDOT – District 2 Program Management  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

Nassau County Public Works  
Scott Herring, Public Works Director  
96161 Nassau Place  
Yulee, Florida 32097

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before 12/31/2016
- ii) Construction to be completed on or before 6/30/2018

B. The COUNTY agrees to complete the PROJECT on or before 6/30/2018. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3. COMPENSATION AND PAYMENT**

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of \$704,000.00.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- monthly, or
- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Initials: A-H

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of resources awarded through the DEPARTMENT to the COUNTY by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT. The following requirements do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The COUNTY shall comply with all audit and audit reporting requirements as specified below.

- i. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the COUNTY'S use of state financial assistance may include but not be limited to on-site visits by DEPARTMENT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.
- ii. The COUNTY a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:
  - a. In the event the COUNTY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit A** to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by the COUNTY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - b. In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - c. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the COUNTY must provide a single audit exemption statement to the DEPARTMENT at [FDOTSingleAudit@dol.state.fl.us](mailto:FDOTSingleAudit@dol.state.fl.us) no later

may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

#### 4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

#### 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

Initials: A-H

than nine months after the end of the COUNTY'S audit period for each applicable audit year. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the COUNTY'S resources (*i.e.*, the cost of such an audit must be paid from the COUNTY'S resources obtained from other than State entities).

- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the DEPARTMENT will review the COUNTY'S financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If the COUNTY fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the COUNTY shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to the COUNTY'S records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- iii. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the DEPARTMENT, or its designee, DFS or the Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the DEPARTMENT.

**7. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

**8. MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

Florida Statutes  
334.044(7)

850-035-02  
PROGRAM MANAGEMENT  
OGC - 09/15  
Page 8 of 12

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

H. The contractor/consultant/vendor agrees to comply with s.20.055 (5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055 (5), Florida Statutes.

*The remainder of this page intentionally left blank.*

Initials: A-H

Florida Statutes:  
334.044(7)

850-035-02  
PROGRAM MANAGEMENT  
OGC - 09/15  
Page 9 of 12

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this 16th day of March, 2016, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 2016-32 of the Board on the 16th day of March, 2016, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 17th day of April, 2016

NASSAU COUNTY, FLORIDA

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK



MES  
03-18-16

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: \_\_\_\_\_  
EXECUTIVE SECRETARY



BY: \_\_\_\_\_  
DISTRICT SECRETARY  
DISTRICT TWO



District Construction/Maintenance  
Engineer Approval:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_ Melvin K. Plakwell 4-8-16

Availability of Funds  
Approval:

\_\_\_\_\_ (Date)

EXHIBIT A

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** SMALL COUNTY ROAD ASSISTANCE PROGRAM  
**CSFA Number:** 55.016  
**\*Award Amount:** \$704,000

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.016 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.016 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**EXHIBIT B**  
**SCOPE OF SERVICES AND DELIVERABLES**

The project consists of the Design, Construction and Construction Engineering Inspection for the resurfacing or reconstruction on Andrews Road from CR 121 to US 1 in Nassau County, Florida.

- Development of design plans
- Bid and award
- Construction
- Construction Engineering and Inspection

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file. The Agency is required to send an Engineer's Estimate and scope of services. The Agency is required to send an email verifying that the consultant was obtain following the CCNA. The Agency is required to send a preliminary schedule from the selected contractor, once available.

If Right-of-Way activities become apparent, begin coordination with the Department at once. The Department's maximum participation is not to exceed **\$704,000.00**

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

Florida Statutes:  
 334.044(7)

853-035-02  
 PROGRAM MANAGEMENT  
 OGC - 09/15  
 Page 12 of 12

**EXHIBIT C  
 SCHEDULE OF FUNDING**

The Honorable Pat Edwards, Chair Nassau County Board of County Commissioners 96135 Nassau Place, Ste. 1 Yulee, Florida 32097	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	Financial Project ID: 432767-1-54-01
	SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)	Contract Number:

**PROJECT DESCRIPTION**

Name: Andrews Road

Termini: from CR 121 to US 1

Description of Work: resurfacing and reconstruction

<b>TYPE OF WORK By Fiscal Year</b>	<b>(1) TOTAL PROJECT ESTIMATE FUNDS (100%)</b>	<b>(2) AGENCY FUNDS (0%)</b>	<b>(3) STATE &amp; FEDERAL FUNDS (100%)</b>
<b>Design</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Right of Way</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Construction</b> <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ _____ <b>\$ 704,000.00</b> _____ _____ <b>\$ 704,000.00</b>	_____ _____ _____ _____ _____ _____	_____ _____ _____ <b>\$ 704,000.00</b> _____ _____ <b>\$ 704,000.00</b>
<b>Construction Engineering and Inspection</b> <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Total Cost of Project</b>	_____ <b>\$ 704,000.00</b>	_____ _____	_____ <b>\$ 704,000.00</b>

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available.

Initials: A-H

**RESOLUTION NO. 2016- 32**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT  
BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND  
THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**

WHEREAS, the Public Works Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Small County Road Assistance Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the resurfacing of Andrews Road from CR 121 to US 1 (Financial Project ID No. 432767-1-54-01).

NOW, THEREFORE, BE IT RESOLVED, this 16th day of March, 2016, by the Board of County Commissioners of Nassau County, Florida as follows:

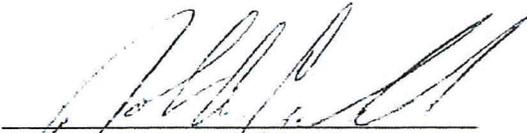
1. The Small County Road Assistance Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

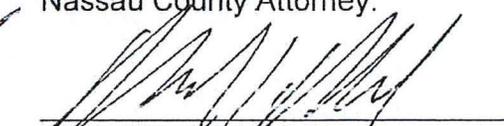
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
Walter J. Boatright, Chair

Attest as to Chairman's signature:

Approved as to form by the  
Nassau County Attorney:

  
John A. Crawford  
I/s/ Ex-Officio Clerk

  
MICHAEL S. MULLIN



MES  
03-18-16

Initials: A-H

TO: PG223KE@dot.state.fl.us  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0986

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #G0986 Contract Type: Method of Procurement:  
Vendor Name: NASSAU COUNTY BO  
Vendor ID: VF591863042053  
Beginning date of this Agmt: 03/24/16  
Ending date of this Agmt: 06/30/18

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: ORIGINAL Funds have been: APPROVED

55 024010206 \*AI \*751000 \* 704000.00 \*43276715401 \*215 \*  
2016 \*55150200 \*085575/16  
0001 \*00 \* \*0001/04

-----  
TOTAL AMOUNT: \*\$ 704,000.00 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 03/28/2016

Initials: A-H



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Contract Management Department  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
904-530-6040 Fax: 904-321-2658

Angela Gregory  
agregory@nassaucountyfl.com

TO: All Proposers  
FROM: Angela Gregory, Procurement Manager  
SUBJECT: Addendum #1  
Invitation to Bid, Bid Number NC17-011  
Andrews Road Resurfacing Project  
September 6, 2017

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

A non-mandatory pre-bid conference was held Wednesday August 30, 2017 at 96135 Nassau Place, Commissioner Chambers, Yulee, Florida 32097 for the Andrews Road Resurfacing Project, Bid Number NC17-011. Copies of the sign-in sheets are attached to this addendum.

Angela Gregory, Procurement Manager opened the meeting with introductions and discussion on the bid submittal requirements. **Bids are due by Tuesday September 19, 2017 at 4:00 p.m.** Caution was given to the bidders, if they plan on delivering their bid on the deadline date, to allow sufficient time for security clearance at the Robert M. Foster Judicial Center which is located at 76347 Veterans Way in Yulee, Florida. Bids received after 4:00 p.m. on September 19, 2017 will not be accepted.

Angela Gregory, Procurement Manager provided an overview of the project. Additional discussion are as follows:

- a. The project consists of the leveling and overlay of pavement on Andrews Road from County Road 121 to US 1 in Nassau County, Florida.
- b. The work to be performed is generally described as resurfacing of a two-lane rural road and includes:
  - (1) Performing embankment work on shoulders to match pavement profile.
  - (2) Constructing an asphalt base.
  - (3) Milling pavement at joints with existing pavement.
  - (4) Leveling the existing asphalt.
  - (5) Overlay of existing asphalt pavement.
  - (6) Traffic maintenance and protection.
  - (7) Pavement markings and signage.
  - (8) Placing seed performance turf (Hydo-seed, Sod)
- c. All work shall be in accordance with the construction drawings, specifications, and contract documents.

Invitation to Bid

Andrews Road Resurfacing Project  
Addendum No. 1

NC17-011

**d. BIDDERS MUST BE FDOT PRE-APPROVED FOR ALL WORK REQUIRED FOR THIS PROJECT.**

Angela Gregory- Question must be submitted in writing 7 days prior to the bid opening.

**Question and Answers:**

**Q1: What is the estimated budget?**

**A1: Estimated budget is \$ 619,600.00**

**Q2: Will there be a side strip put down on both sides of the road with seed and mulch past the side strip?**

**Q2: Yes, a 16 inch strip of sod is required adjacent to the roadway as shown on the plans.**

**ATTACHMENTS:**

Attachment A - Sign-in Sheets for Mandatory Pre-Bid Conference, August 30, 2017

**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:**

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE:** You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (signature page only). In addition you are required to acknowledge receipt on the Addendum Acknowledgement (Attachment B, Page 12).

**End of Addendum #1**

**ANDREWS ROAD RESURFACING PROJECT  
NASSAU COUNTY, FLORIDA  
BID NO. NC17-011**

**NON-MANDATORY PRE-BID MEETING  
WEDNESDAY, AUGUST 30, 2017 @ 11:00 A.M.  
James S. Page Governmental Complex, 96135 Nassau Place, Yulee, Florida 32097  
STAFF/CONSULTANT SIGN IN SHEET**

SIGN IN OR INITIAL	DEPARTMENT	COMPANY ADDRESS	PHONE/FAX	EMAIL ADDRESS
Scott Herring	Public Works	96161 Nassau Place Yulee, FL 32097	Ph.: 904-530-6225 Fax:	sherring@nassaucountyfl.com
Becky Bray <i>BB</i>	Engineering	96161 Nassau Place Yulee, FL 32097	Ph.: 904-530-6225 Fax:	bbray@nassaucountyfl.com
Angela Gregory <i>AG</i>	Contract Management	96165 Nassau Place Yulee, FL 32097	Ph.: 904-530-6040 Fax: 904-321-2658	agregory@nassaucountyfl.com
Charlotte Young <i>CY</i>	Contract Management	96165 Nassau Place Yulee, FL 32097	Ph.: 904-530-6040 Fax: 904-321-2658	cyoung@nassaucountyfl.com
			Ph.: Fax:	

Contract No. CM2494

Initials: *AG*

**ANDREWS ROAD RESURFACING PROJECT  
 NASSAU COUNTY, FLORIDA  
 BID NO. NC17-011**

**NON-MANDATORY PRE-BID MEETING  
 WEDNESDAY, AUGUST 30, 2017 @ 11:00 A.M.  
 James S. Page Governmental Complex, 96135 Nassau Place, Yulee, Florida 32097**

**CONTRACTOR SIGN IN SHEET [PLEASE PRINT]**

SIGN IN	COMPANY NAME	COMPANY ADDRESS	PHONE/FAX	EMAIL ADDRESS
Josh Martin	Preferred Materials Inc	11482 Columbia Park Dr W Jacksonville FL 32258	Ph.: 288-6300 Fax:	jmartin@preferredmaterials.com
April D. Campbell	Pars Construction	7643 Galt Parkway Suite 104-82 32256 - JAX	Ph.: 642-6144 Fax: 527-1014	info@pars-construction.com
Chris Wright	Duval Asphalt Products, Inc.	7544 Philips Hwy. Jax, FL 32256	Ph.: 904-296-2020 Fax: 904-296-6574	cwright@duvalasphalt.com
Ralph Hamilton	Hubbard Construction	5754 Edward St JAX FL 32254	Ph.: 286-1020 Fax: 695-0433	Ralph.hamilton@hubbard.com
RANDY MAHAT	KUDLUS TRAFFIC	1799 Lee FL	Ph.: 388-7838 Fax:	RKw2ue3@yaho.com
Doug Bellich	VAlien COURT LOW STRUCT. OR CO. INC.	1701 Blending Blvd middleburg FL 32269	Ph.: 904 291-9330 Fax:	Doug@VAlienCOURT.COM
			Ph.: Fax:	
			Ph.: Fax:	
			Ph.: Fax:	

Contract No. CM2494

Initials: A-H



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Contract Management Department  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
904-530-6040 Fax: 904-321-2658

Angela Gregory  
agregory@nassaucountyfl.com

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

TO: All Proposers  
FROM: Angela Gregory, Procurement Manager  
SUBJECT: Addendum #2  
Invitation to Bid, Bid Number NC17-011  
Andrews Road Resurfacing Project  
September 18, 2017

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

**Part 1 – Questions & Answers**

N/A

**Part 2 - Clarifications**

Bid due date and bid opening date shall be amended as:

Bid Deadline: Tuesday September 26, 2017 @ 4:00 PM

Bid Opening: Wednesday September 27, 2017 @ 10:00 AM (or soon thereafter)

**ATTACHMENTS:**

N/A

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**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:**

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE:** You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (signature page only). In addition you are required to acknowledge receipt on the Addendum Acknowledgement (Attachment B, Page 12).

**End of Addendum #2**

# **EXHIBIT 1**

## **GENERAL INFORMATION AND INSURANCE REQUIREMENTS**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**



**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One – Workers' Compensation Insurance – Unlimited</u>	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two – Employer's Liability Insurance</u>	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-contractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

**UMBRELLA INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

Initials: A-H

Aggregate Limit

\$1,000,000

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that

Initials: A-H

may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Initials: A-H

**EXHIBIT 2**

**CONTRACTOR'S BID**

COPY

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

SECTION 00 41 15

BID FORM

PROJECT IDENTIFICATION: Andrews Road Resurfacing Project (CR121 to US1)
Bid Number NC17-011
Nassau County, Florida

BID DEADLINE: Tuesday, September 19, 2017 at 4:00 PM
THIS BID IS SUBMITTED TO: Board of County Commissioners, Nassau County
Office of the Ex-Officio Clerk
76347 Veterans Way, Suite 456
Yulee, Florida 32097

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Company Name (typed or printed): Pars Construction Services, LLC.
Business address: 7643 Gate Parkway, Suite 104-82, Jacksonville, FL 32256
Phone No.: 904-642-6144 Fax No.: 904-527-1014
Contact Name: Ali Hakimi
Contact Title: President
Contact email address: ahakimi@pars-construction.com

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the County.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Table with 2 columns: Addendum No. and Addendum Date. Row 1: One (1), 9-6-17. Row 2: Two (2), 9-18-17.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or

induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID TAB**

**ANDREWS ROAD RESURFACING (CR121 to US1)**

Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
1	101-1R	MOBILIZATION	LS	1	53,000.00	53,000.00
2	102-1R	MAINTENANCE OF TRAFFIC	LS	1	20,000.00	20,000.00
3	120-6	EMBANKMENT	CY	750	32.32	24,240.00
4	120-6M	EMBANKMENT - MILLINGS	CY	250	36.87	9,217.50
5	327-70-5	MILLING EXIST. ASPH. CONC. 1" AVG DEPTH	SY	850	5.91	5,023.50
6	334-1-22	SUPERPAVE ASPH. CONC. TRAFFIC "C", 1.25" (OVERLAY)	TN	2700	102.01	275,427.00
7	334-1-22L	SUPERPAVE ASPH. CONC. LEVELING (50LB/SY AVG)	TN	1000	96.96	96,960.00
8	570-1-1	PERFORMANCE TURF (HYDROSEED)	SY	2000	0.51	1,020.00
9	570-1-2	PERFORMANCE TURF (SOD)	SY	5000	2.55	12,750.00
10	706-3	RPM's, BI-DIRECTIONAL, YELLOW.	EA	825	3.33	2,747.25
11	711-15-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	NM	6.3	7,332.60	46,195.38
12	711-15-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	NM	3	8,678.73	26,034.69
13	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24"	LF	88	21.21	1,866.48
14	711-16-231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	GM	1.5	3,388.55	5,082.83
15	711-14-160	THERMOPLASTIC RR & STOP AHEAD MARKINGS	EA	6	944.35	5,666.10

A-H  
9,217.50

BASE BID TOTAL

TOTAL AMOUNT (ITEMS 1 TO 15)

\$ ~~585,230.48~~

(Figures)  
585,230.73 A-H

(Use Words)

Section 00 41 15-3

Initial: A-H

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids. Final payment of all Unit Price Bid Items will be based on actual quantities as determined in the Contract Documents.

**6.01** Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 90 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 90 calendar days.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified check of Bid Bond (Section 00 43 15)
- B. Tabulation of Subcontractors & Suppliers (Section 00 43 35)
- C. Florida Trench Safety Act Certification (Section 00 44 55)
- D. Bidder's Qualification Statement (Section 00 45 35)
- E. Non-collusion Affidavit (Section 00 45 19)
- F. Drug-Free Workplace Certificate (Section 00 45 20)
- G. Public Entity Crimes Statement (Section 00 45 30)
- H. Statement of Disputes, Litigation & Surety Completion (Section 00 45 35)
- I. E-Verify Affidavit of Compliance (Section 00 45 40)

**8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

SUBMITTED on September 26, 2017

State Contractor License No. CGC1514726

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

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

*(Individual's Signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

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

*(Signature of general partner - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Invitation to Bid

Andrews Road Resurfacing Project

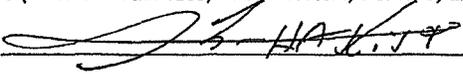
NC17-011

A Corporation

Corporation Name: Pars Construction Services, LLC. (SEAL)

State of Incorporation: Florida

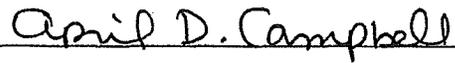
Type (General Business, Professional, Service, Limited Liability): LLC

By: 

(Signature - attach evidence of authority to sign)

Name (typed or printed): Ali Hakimi

Title: President (CORPORATE SEAL)

Attest 

(Signature of Corporate Secretary)

Business address: 7643 Gate Parkway, Suite 104-2

Jacksonville, FL 32256

Phone No.: 904-642-6144 Fax No.: 904-527-1014

Date of Qualification to do business is May 4, 2007

**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I – Name**

The name of the Limited Liability Company is: **PARS CONSTRUCTION SERVICES, LLC**

**ARTICLE II – Address of Principal Office:**

The street address of the principal office of the Limited Liability Company is:

**11036 Castlemain Circle East, Jacksonville, FL 32256**

**ARTICLE III – Mailing Address of Limited Liability Company:**

The mailing address of the Limited Liability Company is:

**11036 Castlemain Circle East, Jacksonville, FL 32256**

**ARTICLE IV – Registered Agent, Registered Office & Registered Agent’s Signature**

The name and the Florida street address of the registered agent are:

**RICHARD CAMP, CPA**

Name

**6817 Southpoint Parkway, Suite 2201**

Florida street address (P. O. Box not acceptable)

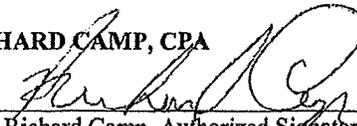
**JACKSONVILLE, FL 32216**

City, State, and Zip

07 MAY -4 PM 12:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and completed performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F. S.*

**RICHARD CAMP, CPA**

By:   
Richard Camp, Authorized Signatory

Date: 4/30/07

**ARTICLE V – Management (Check box if applicable)**

The Limited Liability Company is to be managed by one manager or more managers and is therefore, a manager – managed company.



Signature of a member or an authorized representative of a member

Aliakbar Hadjihakimi, authorized representative

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

**ALIAKBAR HADJIHAKIMI**

Typed or printed name of signee

**FILING FEES**

- \$100.00 Filing Fee for Articles of Organization
- \$25.00 for Designation of Registered Agent
- \$30.00 for Certified Copy (OPTIONAL)
- \$5.00 for Certificate of Status (OPTIONAL)

Initial: A-H

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

A Joint Venture

Joint Venturer Name: \_\_\_\_\_

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

*(Signature of joint venture partner - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_

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

*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each Individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

SECTION 00 43 15

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Pars Construction Services, LLC  
7643 Gate Parkway, Suite 104-82  
Jacksonville, Florida 32256

SURETY (Name and Address of Principal Place of Business): Western Surety Company  
333 S. Wabash Avenue, Floor 22  
Chicago, Illinois 60604

OWNER (Name and Address): Board of County Commissioners of Nassau County  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

BID

Bid Due Date: September 19, 2017

Project (Brief Description Including Location): Andrews Road Resurfacing Project  
Nassau County, Florida

BOND

Bond Number: n/a

Date (Not later than Bid due date): September 19, 2017

Penal Sum: Five Per Cent of the Amount of the Bid 5% of the Bid Amount

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Pars Construction Services, LLC (Seal)

Bidder's Name and Corporate Seal

By: [Signature]  
Signature and Title President

Attest: April D. Campbell  
Signature and Title Project Manager

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title Francis T. O'Reardon, Attorney-in-Fact  
(Attach Power of Attorney) Florida Resident Agent

Attest: JoAnn H. Bebout  
Signature and Title JoAnn H. Bebout  
Asst. Secretary

Note: Above addresses are to be used for giving required notice.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O Reardon, Brett A Ragland, Joseph D Johnson III, Individually**

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

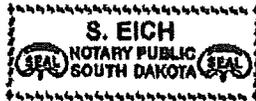
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



*S. Eich*

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of September, 2017



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Initial: A-H

SECTION 00 43 35

TABULATION OF SUBCONTRACTORS & SUPPLIERS

The undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
1. <u>Rose Services, Inc.</u> <u>170 Cumberland Park Drive</u> <u>St. Augustine, FL 32084</u>	<u>Pavement Markings &amp; Sod</u>
2. <u>Bob's Barricades</u> <u>8452-1 Herlong Road</u> <u>Jacksonville, FL 32210</u>	<u>MOT</u>
3. _____ _____	_____
4. _____ _____	_____
5. _____ _____	_____
6. _____ _____	_____
7. _____ _____	_____

BIDDER: Pars Construction Services, LLC.  
 By:   
 Name: Ali Hakimi  
 Title: President  
 Date: September 26, 2017

SECTION 00 44 55

FLORIDA TRENCH SAFETY ACT CERTIFICATION

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) as modified October 1, 2008. The Bidder further identifies the costs to be summarized below:

- |                                 | <u>Cost</u>             |
|---------------------------------|-------------------------|
| 1. Trench Safety Act Compliance | \$ <u>None Required</u> |
| 2. Special Shoring              | \$ <u>None Required</u> |

Identify method of compliance for Item #1: None Required

Identify or attach a copy of Special Shoring requirements for Item #2: None Required

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project, and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act, Laws of Florida, 90-96.

BIDDER: Pars Construction Services, LLC.

By: *[Signature]*

Name: Ali Hakimi

Title: President

Sworn to and subscribed before me this 26th day of September, 2017.

*April D. Campbell*

Notary Public

My Commission Expires: 01-03-2021



APRIL D. CAMPBELL  
MY COMMISSION # GG 028388  
EXPIRES: January 3, 2021  
Bonded Thru Budget Notary Services

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

Board of County Commissioners

To: Nassau County

Project: Andrews Road Resurfacing

Date: Septemeber 26, 2017

The following experience record, as of date shown, shall be submitted to the County with the Bid Form. All questions shall be answered fully. Bidders who have qualified to bid on other projects for this County within the last 12 months need not resubmit this form unless specifically requested by the County. The contents of this form will be considered confidential to the extent allowed by applicable laws and regulations.

Name of Bidder: Pars Construction Services, LLC.

Business Address: 7643 Gate Parkway, Suite 104-82

Street

Jacksonville, FL 32256

City

State

Zip Code

1. Number of years in business as a Contractor under the present: 10 years 4 months  
 Business Name Pars Construction Services, LLC.  
 As Principal Contractor 10 years 4 months As a Sub-Contractor 10 years 4 months
2. Class of work you are equipped to perform: Certified General Contractor
3. Class of work you usually sublet: Mechanical, Electrical, Plumbing
4. Have any members of your concern ever operated under any other business name? No.  
 If so, give details: \_\_\_\_\_
5. Have you ever failed to qualify as a responsible bidder? No. If so, give details.  
 \_\_\_\_\_
6. Have you ever refused to enter into a contract after the award is made to you? No.  
 If so, give details. \_\_\_\_\_
7. Have you ever failed to complete any work? No. If so, give details: \_\_\_\_\_

8. Has any surety or financial institution ever experienced loss on your concern? No.

If so, give details: \_\_\_\_\_

9. Give name and address of the County, type of work, and the contract amount of at least three projects completed in the last three years:

	(1)	(2)	(3)
Name:	<u>UNF - Parking Lot</u> <u>11 &amp; 47</u>	<u>Wildlight Access Rd</u>	<u>Nassau County</u>
Address:	<u>UNF Campus</u>	<u>Wildlight</u>	<u>Jasmine Street</u>
Type of Work:	<u>Resurfacing</u>	<u>4200 lf of Rural Rd</u>	<u>Drainage Impr.</u> <u>Resurfacing</u>
Contract Amt:	<u>\$ 417,562.19</u>	<u>\$ 4,122,442.85</u>	<u>\$ 792,796.83</u>

10. Give name and address of the County, type of work, and contract amount of projects now in process of construction:

	Name	Address	Type of Work	Contract Amount
A.	<u>Hoegh Tenant Yard</u> <u>Pavement Improvements</u>	<u>Blount Island</u>	<u>Milling &amp; Paving</u>	<u>\$433,055.76</u>
B.	_____	_____	_____	\$ _____
C.	_____	_____	_____	\$ _____
D.	_____	_____	_____	\$ _____
E.	_____	_____	_____	\$ _____

11. Indicate your experience in the construction of work similar to this project (if not demonstrated by Questions 9 and 10, above):

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

12. Give construction experience of principal individuals of your organization:

	Name	Position	Years of Experience	Size and Type of Work
A.	<u>Ali Hakimi</u>	<u>President/Supt.</u>	<u>32+</u>	<u>All sizes - horiz/vertical/commerical</u>
B.	<u>April Campbell</u>	<u>Project Manager</u>	<u>11+</u>	<u>All sizes - horiz/vertical/commerical</u>
C.	<u>Jay Hakimi</u>	<u>Asst. Supt/Project Engineer</u>	<u>6</u>	<u>All sizes - horiz/vertical/commerical</u>
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

13. Are there any judgments, suits, or claims pending against you? No. If so, give details:

\_\_\_\_\_

14. Does your organization operate as a corporation, partnership, or individual? Corporation

\_\_\_\_\_

A. If a corporation, when incorporated: May 4, 2007

In which state incorporated: Florida

List name, title, and address of all officers:

	Name	Title	Address
(1)	<u>Ali Hakimi</u>	<u>President</u>	<u>11036 Castemain Circle East Jacksonville, FL 32256</u>
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

B. If a partnership, date of organization: \_\_\_\_\_

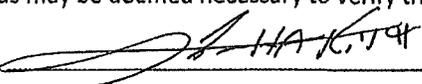
General, Limited, or Associated? \_\_\_\_\_

List name, address, and proportional interest of parties:

	Name	Address	Proportional Interest
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

15. If requested prior to award of contract, provide to the County an accurate, up-to-date, condensed financial statement on a separate sheet attached to these qualifications of the individual, co-partnership, or corporation.

The undersigned hereby declares and certifies that the foregoing is a true statement of the experience and condition of the organization, therein first given and that any agency or individual herein named authorized to supply any information as may be deemed necessary to verify this statement.

Signed   
Title President

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

Subscribed and sworn to before me this 26th

day of September, 2017

April D. Campbell Notary Public

Duval County, Florida

My Commission expires 01-03-2021



APRIL D. CAMPBELL  
MY COMMISSION # GG 028399  
EXPIRES: January 3, 2021  
Bonded Thru Budget Notary Services

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

SECTION 00 45 19

NONCOLLUSION AFFIDAVIT

Board of County Commissioners  
TO: The Nassau County, herein called the "County."

Pursuant to bidding requirements for the work titled "Andrews Road Resurfacing Project"

the enclosed contract documents shall be provided to the County.

State of Florida

County of Duval

Ali Hakimi, being first duly sworn,  
deposes, and says that:

- A. He is President (officer's title)  
of Pars Construction Services, LLC (company name),  
the Bidder that has submitted the attached bid;
- B. He is fully informed respecting the preparation and contents of the attached bid and of  
all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded,  
conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or  
person to submit a collusive or sham bid in connection with the contract for which the  
attached bid has been submitted or to refrain from bidding in connection with such  
contract, or has in any manner, directly or indirectly, sought by agreement or collusion  
or communication or conference with any other Bidder, firm, or person to fix the price  
or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or  
cost element of the bid price or the bid price of any other Bidder, or to secure through  
any collusion, conspiracy, connivance, or unlawful agreement any advantage against the  
\* \_\_\_\_\_ or any person interested in the proposed contract; and  
**\*Board of County Commissioners Nassau County**
- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by  
any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder  
or any of its agents, representatives, owners: employees, or parties in interest, including  
this affiant.

Initial: A-H

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

(Signed)   
Ali Hakimi, President

Subscribed and sworn to before me  
this 26th day of September, 2017.

April D. Campbell  
Notary Public

01-03-2021  
My commission expires



APRIL D. CAMPBELL  
MY COMMISSION # GG 028399  
EXPIRES: January 3, 2021  
Bonded Thru Budget Notary Services

SECTION 00 45 20

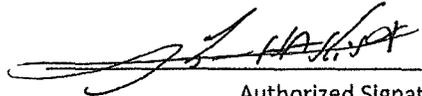
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_

Pars Construction Services, LLC. (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of a drug free work place program.

"As a person authorized to sign a statement, I certify that the above named business, firm, or corporation complies fully with the requirements set forth herein."

  
\_\_\_\_\_

Authorized Signature

September 26, 2017

Date Signed

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

State of: Florida

County of: Duval

Sworn to and subscribed before me this 26th day of September, 2017.

Personally known X or Produced Identification \_\_\_\_\_

(Specify type of Identification)

April D. Campbell  
Notary Public

01-03-2021  
My commission expires



APRIL D. CAMPBELL  
MY COMMISSION # GG 028399  
EXPIRES: January 3, 2021  
Bonded Thru Budget Notary Services

SECTION 00 45 30

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other  
officer authorized to administer oaths.)

STATE OF Florida  
COUNTY OF Duval

Before me, the undersigned authority, personally appeared Ali Hakimi, who being  
by me first duly sworn, made the following statement:

1. The business address of Pars Construction Services, LLC.  
(firm name of Bidder/Contractor)  
is 7643 Gate Parkway, Suite 104-82, Jacksonville, FL 32256

2. My relationship to Pars Construction Services, LLC.  
(firm name of Bidder/Contractor)  
is President  
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida  
Statutes includes a violation of any state or federal law by a person with respect to and directly related  
to the transaction of business with any public entity in Florida or with an agency or political subdivision  
of any other state or with the United States, including, but not limited to, any bid or contract for goods  
or services to be provided to any public entity or such an agency or political subdivision and involving  
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding  
of guilt or a conviction of a public entity crime, with or without adjudication or guilt, in any federal or  
state trial of record relating to charges brought by indictment or information after July 1, 1989, as a  
result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or  
successor of a person or a corporation convicted of a public entity crime; or (2) an entity under control  
of any natural person with is active in management of the entity and who has been convicted of a public  
entity crime; (3) those officers, directors, executives, partners, shareholders, employees, members, and  
agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly  
entered into a joint venture with a person who has been convicted of a public entity crime in Florida  
during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

~~7. There has been a conviction of a public entity crime by Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest of the name of the convicted person or affiliate to appear on the convicted vendor list.~~

~~The name of the convicted person or affiliate is \_\_\_\_\_.~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

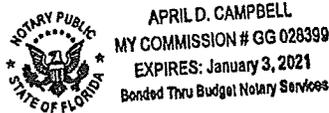
*[Handwritten Signature]*  
(Signature)

Sworn to and subscribed before me in the State and County first mentioned above on the 26th day of September, 2017

*April D. Campbell*  
Notary Public

(affix seal)

01.03.2021  
My commission expires



Initial: H-H

Invitation to Bid

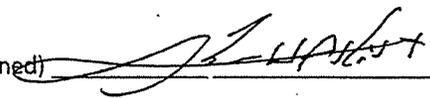
Andrews Road Resurfacing Project

NC17-011

SECTION 00 45 35

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION,  
AND SURETY COMPLETION, LAST THREE (3) YEARS

<u>Project</u>	<u>Name and Address of Owner or Engineer</u>	<u>Name and Phone of Owner or Engineer Representative</u>	<u>Date of Contract</u>	<u>Amount</u>	<u>Status</u>
None - Does not apply					

(Signed)   
 Print Name Ali Hakimi

Subscribed and sworn to before me  
 this 26th day of September, 2017

Notary Public April D. Campbell

My commission expires: 01-03-2021

Section 00 45 35-1



APRIL D. CAMPBELL  
 MY COMMISSION # GG 028399  
 EXPIRES: January 3, 2021  
 Bonded Thru Budget Notary Services

Invitation to Bid

Andrews Road Resurfacing Project

NC17-011

SECTION 00 45 40

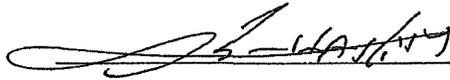
State of Florida )

AFFIDAVIT OF COMPLIANCE

County of Duval )

The undersigned, being first duly sworn, deposes and states as follows:

This is to certify that Pars Construction Services, LLC. (Company Name) is a party to a Memorandum of Understanding with the Department of Homeland Security to use the E-Verify system for all new hires. Our Company's E-Verify participation number is 371954. In keeping with our Memorandum of Understanding, all new hires are verified through the E-Verify system.



Print Name: Ali Hakimi

September 26, 2017

Date

Sworn to and subscribed before me  
This 26th day of September, 2017.

April D. Campbell  
Notary Public

My Commission Expires: 01-03-2021



APRIL D. CAMPBELL  
MY COMMISSION # GG 028399  
EXPIRES: January 3, 2021  
Bonded Thru Budget Notary Services

Section 00 45 40-1

Initial: AH

Invitation to Bid

Andrews Road Resurfacing Project  
Addendum No. 1

NC17-011

---

**d. BIDDERS MUST BE FDOT PRE-APPROVED FOR ALL WORK REQUIRED FOR THIS PROJECT.**

Angela Gregory- Question must be submitted in writing 7 days prior to the bid opening.

**Question and Answers:**

**Q1: What is the estimated budget?**

**A1: Estimated budget is \$ 619,600.00**

**Q2: Will there be a side strip put down on both sides of the road with seed and mulch past the side strip?**

**Q2: Yes, a 16 inch strip of sod is required adjacent to the roadway as shown on the plans.**

**ATTACHMENTS:**

Attachment A - Sign-in Sheets for Mandatory Pre-Bid Conference, August 30, 2017

---

**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:**

**Vendor Signature:**  **Date:** September 19, 2017

**NOTE:** You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (signature page only). In addition you are required to acknowledge receipt on the Addendum Acknowledgement (Attachment B, Page 12).

**End of Addendum #1**



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Contract Management Department  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
904-530-6040 Fax: 904-321-2658

Angela Gregory  
agregory@nassaucountyfl.com

TO: All Proposers  
FROM: Angela Gregory, Procurement Manager  
SUBJECT: Addendum #2  
Invitation to Bid, Bid Number NC17-011  
Andrews Road Resurfacing Project  
September 18, 2017

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

**Part 1 – Questions & Answers**

N/A

**Part 2 - Clarifications**

Bid due date and bid opening date shall be amended as:

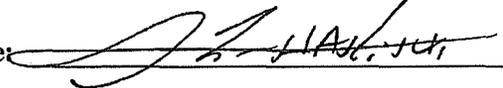
Bid Deadline: Tuesday September 26, 2017 @ 4:00 PM

Bid Opening: Wednesday September 27, 2017 @ 10:00 AM (or soon thereafter)

**ATTACHMENTS:**

N/A

**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:**

Vendor Signature:  Date: 9-26-17

**NOTE:** You are required to acknowledge receipt of this addendum by signing and submitting it with your bid/proposal (signature page only). In addition you are required to acknowledge receipt on the Addendum Acknowledgement (Attachment B, Page 12).

**End of Addendum #2**



**Prequalified Contractors Listing**

9/25/2017 12:50:30 PM EST

[Return to Inquiry Menu](#)

Contractor with Name PARS CONSTRUCTION SERVICES, LLC

1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS		
PARS CONSTRUCTION SERVICES, LLC F640961359003 EXPIRES: 6/30/2018	7643 GATE PARKWAY SUITE 104-82 JACKSONVILLE, FL 32256 (904)642-6144	7643 GATE PARKWAY SUITE 104-82 JACKSONVILLE, FL 32256 (904)642-6144		
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>WORK CLASSES</b>                      DRAINAGE                      GRADING                      SIDEWALK                      * CURB AND GUTTER                 </td> <td style="width: 50%; vertical-align: top;">                     FLEXIBLE PAVING                      HOT PLANT-MIXED BITUM. COURSES                 </td> </tr> </table>			<b>WORK CLASSES</b> DRAINAGE GRADING SIDEWALK * CURB AND GUTTER	FLEXIBLE PAVING HOT PLANT-MIXED BITUM. COURSES
<b>WORK CLASSES</b> DRAINAGE GRADING SIDEWALK * CURB AND GUTTER	FLEXIBLE PAVING HOT PLANT-MIXED BITUM. COURSES			



**FLORIDA DEPARTMENT OF TRANSPORTATION**  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)  
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)





**Prequalified  
Contractors Listing**

9/25/2017 12:47:14 PM EST

[Return to Inquiry Menu](#)

Contractor with Name ROSE SERVICES, INC.

1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ROSE SERVICES, INC. F592928607006 EXPIRES: 12/30/2017	170 CUMBERLAND PARK DRIVE ST. AUGUSTINE, FL 32095 (904)824-8849	170 CUMBERLAND PARK DRIVE ST. AUGUSTINE, FL 32095 (904)824-8849

**WORK CLASSES**

FENCING

GUARDRAIL

ROADWAY SIGNING

GRASSING, SEEDING AND SODDING

PAVEMENT MARKING



**FLORIDA DEPARTMENT OF TRANSPORTATION**  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)  
 Send Prequalification Questions or Comments to  
[Contracts Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)



*mez*  
 MyFlorida.com

*Handwritten marks and scribbles*

**NOTICE OF AWARD**

TO: Pars Construction Services, LLC  
CONTRACTOR  
7643 Gate Parkway, Suite 104-82  
ADDRESS  
Jacksonville, FL 32256  
CITY STATE ZIP

PROJECT: Andrews Road Resurfacing Project (CR 121 to US 1  
NAME

The Nassau County Board of County Commissioners has considered the recommendation to accept the Bid, in the amount of \$585,230.73, for the above described work in response to its Invitation to Bid (ITB), Bid No. NC17-002, opened on September 27, 2017.

You are hereby notified that the Bid has been accepted and the Nassau County Board of County Commissioners has executed the enclosed agreement subject to: Receipt of the applicable bonds and Certificate(s) of Insurance, within ten (10) calendar days from the date of this Notice of Award and receipt of the fully executed agreement. The bonds are required to be recorded at cost to the contractor. The bonds must be recorded within the same ten (10) day period referenced herein. The Clerk of Courts does not accept company or personal checks unless the signee is present and can provide identification.

If you fail to furnish the bonds and the Certificate of Insurance within ten (10) calendar days from the date of this Notice, the County will be entitled to consider any rights arising out of the County's acceptance of your Bid as abandoned and void.

**You are required to return an acknowledged copy of this Notice of Award, Bonds, and Insurance Certificates to the Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097. A copy must be sent to Nassau County, Procurement Manager, at 96135 Nassau Place, Suite 6, Yulee, Florida 32097.**

Dated this 27th day November, 2017.

Nassau County Board of County Commissioners

BY: *[Signature]*

TITLE: Chairman

17 DEC 18 PM 4:05  
OFFICE OF CLERK  
NASSAU COUNTY  
FLORIDA

MES  
11-29-17

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by Ali Hakimi  
this 12<sup>th</sup> day of December, 2017.

BY:  TITLE: President

**SECTION 00 61 15**  
**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**  
Pars Construction Services, LLC  
7643 Gate Parkway, Suite 104-82  
Jacksonville, Florida 32256

**SURETY (Name, and Address of Principal Place of Business):**  
Western Surety Company  
333 S. Wabash Avenue, Floor 22  
Chicago, Illinois 60604

**OWNER (Name and Address):**  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

**CONTRACT**

Effective Date of Agreement: November 27, 2017

Amount: \$585,230.73 Five Hundred Eighty-Five Thousand, Two Hundred Thirty and 73/100

Description (Name and Location): Andrews Road Resurfacing Project (CR121 to US1)

Bid Number NC17-011

Nassau County, Florida

**BOND**

Bond Number: 30022438

Date (Not earlier than Effective Date of Agreement): December 7, 2017

Agreement):

Amount: \$585,230.73 Five Hundred Eighty-Five Thousand, Two Hundred Thirty and 73/100

Modifications to this Bond Form: none

INSTR # 201736747, Book 2164, Page 1157  
Pages 14  
Doc Type UNK, Recorded 12/15/2017 at 11:28 AM,  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$120.50  
#1

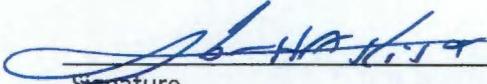
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

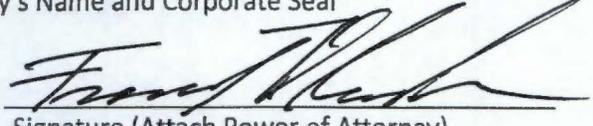
**CONTRACTOR AS PRINCIPAL**

**SURETY**

Pars Construction Services, LLC (Seal)  
Contractor's Name and Corporate Seal

Western Surety Company (Seal)  
Surety's Name and Corporate Seal

By:   
Signature

By:   
Signature (Attach Power of Attorney)

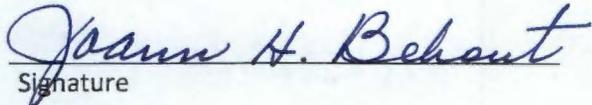
Ali Hakimi  
Print Name

Francis T. O'Reardon  
Print Name

President  
Title

Attorney-in-Fact & Florida Resident Agent  
Title

Attest: April D. Campbell  
Signature

Attest:   
Signature

Project Manager  
Title

JoAnn H. Bebout, Asst. Secretary  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

**EJCDC No. C-610 (2007 Edition)**

**Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.**

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – <i>(Name, Address and Telephone)</i> Johnson & Company Surety Agency or Broker: 801 N. Orange Ave., Ste 510 Orlando, Florida 32801 (407) 843-1120 Owner's Representative <i>(Engineer or other party)</i> :
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O Reardon, Brett A Ragland, Joseph D Johnson III, Individually**

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

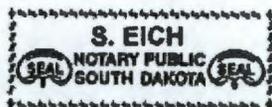
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

NAIC # 13188

Form F4280-7-2012

**SECTION 00 61 16****PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

<b>CONTRACTOR (Name and Address):</b> Pars Construction Services, LLC 7643 Gate Parkway, Suite 104-82 Jacksonville, Florida 32256	<b>SURETY (Name, and Address of Principal Place of Business):</b> Western Surety Company 333 S. Wabash Avenue, Floor 22 Chicago, Illinois 60604
--------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------

<b>OWNER (Name and Address):</b> Nassau County Board of County Commissioners 96135 Nassau Place, Suite 1 Yulee, Florida 32097
----------------------------------------------------------------------------------------------------------------------------------------

**CONTRACT**

Effective Date of Agreement: November 27, 2017

Amount: \$585,230.73 Five Hundred Eighty-Five Thousand, Two Hundred Thirty and 73/100

Description (Name and Location): Andrews Road Resurfacing Project (CR121 to US1)  
Bid Number NC17-011

**BOND**

Nassau County, Florida

Bond Number: 30022438

Date (Not earlier than Effective Date of Agreement): December 7, 2017

Amount: \$585,230.73 Five Hundred Eighty-Five Thousand, Two Hundred Thirty and 73/100

Modifications to this Bond Form: none

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Pars Construction Services, LLC (Seal)  
Contractor's Name and Corporate Seal

Western Surety Company (Seal)  
Surety's Name and Corporate Seal

By:   
Signature

By:   
Signature (Attach Power of Attorney)

Ali Hakimi  
Print Name

Francis T. O'Reardon  
Print Name

President  
Title

Attorney-in-Fact & Resident Florida Agent  
Title

Attest: April D. Campbell  
Signature

Attest: JoAnn H. Bebout  
Signature

Project Manager  
Title

JoAnn H. Bebout, Asst. Secretary  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

EJCDC No. C-615(A) (2007 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2
  - 4.3 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the

Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)

Surety Agency or Broker: Johnson & Company, 801 N. Orange Ave., Ste 510  
Owner's Representative (*Engineer or other*): Orlando, Florida 32801 (407) 843-1120

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O Reardon, Brett A Ragland, Joseph D Johnson III, Individually**

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.

WESTERN SURETY COMPANY

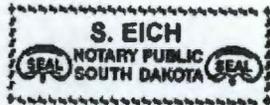


Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of December, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/08/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Encompass Insurance Consultants 113 Nature Walk Parkway Suite 101 St. Augustine, FL 32092 Phone (904) 230-9669 Fax (866) 601-3568	<b>CONTACT NAME:</b> Larry Ingalls <b>PHONE (A/C, No, Ext):</b> (904) 230-9669 <b>FAX (A/C, No):</b> (866) 601-3568 <b>E-MAIL ADDRESS:</b> Larry@encompassic.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D : Lion Insurance Company</td> <td>11075</td> </tr> <tr> <td>INSURER E : Liberty Surplus Insurance Company</td> <td>10725</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Old Dominion Insurance Company	40231	INSURER C : Evanston Insurance Company	35378	INSURER D : Lion Insurance Company	11075	INSURER E : Liberty Surplus Insurance Company	10725	INSURER F :
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<b>INSURED</b> Pars Construction Services, LLC 7643 Gate Parkway, Suite 104-82 Jacksonville, FL 32256														

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDLSUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<b>GENERAL LIABILITY</b>	Y	Y	3C07175	09/11/2017	09/11/2018	EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00
	<input checked="" type="checkbox"/> primary and non-contributory						PERSONAL & ADV INJURY	\$ 1,000,000.00
	<input type="checkbox"/>						GENERAL AGGREGATE	\$ 2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
B	<b>AUTOMOBILE LIABILITY</b>	Y		B1T9349T	09/11/2017	09/11/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.00
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>							\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y		MKLV20LE103669	09/11/2017	09/11/2018	EACH OCCURRENCE	\$ 5,000,000.00
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000.00
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y / N	N / A	WC71949	09/11/2017	01/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00
E	Pollution Liability	Y	Y	UBE-NY-103043-116	09/11/2017	09/11/2018		\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Project Name: Thomas Creek Resurfacing Project  
 Nassau County Board of County Commissioners are named as Additional Insured's in regards to the Commercial General Liability (CGL), Auto Liability, including Ongoing and Completed Operations. Umbrella follows form. Insurance is primary and non-contributory.

Thirty (30) days prior written notice applies to all policies

**CERTIFICATE HOLDER**

Board of County Commissioners, Nassau County  
 Nassau County Contract Management  
 96135 Nassau Place, Suite 6  
 Yulee, Florida 32097  
 cyoung@nassaucountyfl.com

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Person Or Organization:**

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

**Additional Premium:** \$ Included

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Nassau County Public Works  
96161 Nassau Place  
Yulee, FL 32097

Rebecca Hiers-Bray, P.E.  
Public Works Director

February 21, 2018

Ali Hakimi, President  
Pars Construction Services, LLC  
7643 Gate Parkway  
Suite 104-82  
Jacksonville, Florida 32256

Subject: Notice to Proceed  
Andrews Road Resurfacing Project (CR121 to US1)  
Bid Number: NC17-011  
Contract Number: CM2494  
Nassau County, Florida

Dear Mr. Hakimi,

Attached is the Notice to Proceed for February 26, 2018.

Please sign and return the Notice to Proceed to me and I will distribute the original and copies to the appropriate staff. If you have any questions, please contact me at (904) 530-6225 or [jcraver@nassaucountyfl.com](mailto:jcraver@nassaucountyfl.com).

Sincerely,

Josephine Craver  
Engineer II  
Nassau County Engineering Services Department

c: Becky Bray, PE, Public Works Director  
Kent Ponder, ETM  
Charlotte Young, Procurement  
Brenda Linville, Deputy Clerk

- original + signed attached

**NOTICE TO PROCEED**

TO: Pars Construction Services, LLC  
7643 Gate Parkway  
Suite 104-82  
Jacksonville, Florida 32256

PROJECT: **Andrews Road Resurfacing Project (CR121 to US1)**  
**Bid Number: NC17-011**  
**Contract Number: CM2494**  
**Nassau County, Florida**

You are hereby notified to commence work in accordance with the Agreement dated November 27, 2017.

The Contract time for Substantial Completion is 45 consecutive calendar days from the date of commencement.

The Contract time for Final Completion is 45 consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run on February 26, 2018.

The date of Substantial Completion is April 12, 2018.

The date of Final Completion is May 27, 2018.

Nassau County Board of County Commissioners (or designee)

BY: Rebecca Pong

TITLE: Public Works Director

DATE: 2/21/18

You are required to return an acknowledged copy of the Notice to Proceed to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, Florida 32097.

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged

this 21<sup>st</sup> day of February, 2018.

BY: [Signature]

TITLE: President