

CONTRACT FOR GUARDRAIL CONSTRUCTION

THIS AGREEMENT is dated this 20th day of October, 2021, by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "County" and **J.D. HINSON COMPANY**, hereinafter referred to as the "Contractor".

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

ARTICLE 1 - WORK

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

This project consists of constructing guardrail, riprap, and earthwork on Amelia Road at Culvert 3401 in Fernandina Beach, Florida. The Work to be performed is generally described as guardrail construction and includes:

- FDOT Type F Curb Construction
- Clearing and Grubbing
- Earthwork
- Miscellaneous Asphalt Pavement
- Guardrail
- Riprap
- Sodding
- Erosion Control
- Traffic maintenance and protection

All Work shall be in accordance with the construction drawings, specifications, and Contract Documents. Where FDOT and County requirements differ, the more stringent shall apply.

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:

AMELIA ROAD GUARDRAIL CONSTRUCTION-CULVERT NO. 3401
Bid Number: NC21-026
Nassau County, Florida

PF

ARTICLE 3 – ENGINEER

3.01 The managing authority for this project shall be the Nassau County Engineer, Robert Companion, P.E. or his authorized designee.

ARTICLE 4 – ENGINEER OF RECORD

4.01 The project was designed by Civil Services, Inc., who is to act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer of Record in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 5 – CONTRACT TIMES

5.01 Time is 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 5.02 of this Contract.
- C. Under no condition, shall written Notice to Proceed be issued until Contractor has provided the Performance Bonds specified in Section 6.01 of the General Conditions.

5.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 90 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 30 calendar days from the date of Substantial Completion. Total Contract Time shall be 120 calendar days; for everyday the Work goes beyond Substantial Completion, a day will be removed from Final Completion so the total days equal 120 calendar days.

5.03 Liquidated Damages

- A. The Contractor and the County recognize that time is of the essence of this Contract and that the County will suffer financial loss if the Work is not completed within the

Contract Tracking No.: CM3035
Bid No.: NC21-026

times specified in Paragraph 5.02 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 the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$3,000.00 for each day that expires after the time specified in Paragraph 5.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, the Contractor shall pay the County \$500.00 for each day that expires after the time specified in Paragraph 5.02 for Completion and readiness for Final Payment until the Work is completed and ready for Final Payment.

ARTICLE 6 - CONTRACT PRICE

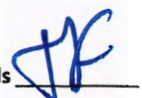
6.01 The County shall pay the Contractor for completion of the Work in accordance with the General Conditions and Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 6.01A and 6.01B below:

- A. For all Work, at the prices stated in the Contractor's Bid.
- 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 for a Total of All Unit Prices of:

Two Hundred Ninety-Seven Thousand Three Hundred Fifty-One Dollars and Thirty-Seven Cents

\$297,351.37

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 the 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 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. The 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.

7.02 Progress Payments; Retainage

- A. The County shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 7.02.A.1 and 7.02.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 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. 95% percent of the Work completed (with the balance being retainage)
- b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- c. At 50% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event will total retainage be more than 10% of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.

Contract Tracking No.: CM3035
Bid No.: NC21-026

2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to the Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as the 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.

7.03 Final Payment

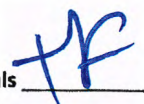
- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by the Engineer of Record as provided in said Paragraph 14.07.

ARTICLE 8 - INTEREST

- 8.01 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 9 - CONTRACTOR'S REPRESENTATIONS

- 9.01 In order to induce the County to enter into this Contract, the Contractor makes the following representations:
 - A. The Contractor is or has been prequalified by FDOT for the Work required by this Contract.
 - B. The Contractor has examined and carefully studied the Contract Documents including the General Conditions and the other related data identified in the Bidding Documents.
 - C. The 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.
 - D. The 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.



Contract Tracking No.: CM3035

Bid No.: NC21-026

- E. The 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.
- F. The 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 the 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.
- G. The 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.
- H. The 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.
- I. The 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.
- J. The Contractor has given the Engineer and the Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer and the Engineer of Record is acceptable to the Contractor.

- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contents

A. The Contract Documents consist of the following:

1. This Contract
 2. Addenda (None)
 3. *Standard General Conditions of the Construction Contract* (Attached hereto as Exhibit "A")
 4. Supplementary Conditions (None)
 5. Technical Specifications (Attached hereto as Exhibit "B")
 6. *As-Built Requirement Checklist* (Attached hereto as Exhibit "C")
 7. *Road Closure Policy* (Attached hereto as Exhibit "D")
 8. *Contract Plans* (Attached hereto as Exhibit "E")
 9. Contractor's Bid (Attached hereto as Exhibit "F")
 10. *Certificate of Liability Insurance* (Attached hereto as Exhibit "G")
 11. *Certificate of Qualification* from FDOT (Attached hereto as Exhibit "H")
 12. *Florida Trench Safety Act Certification* (Attached hereto as Exhibit "I")
 13. *Drug Free Workplace Certificate* (Attached hereto as Exhibit "J")
 14. *Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes* (Attached hereto as Exhibit "K")
15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Performance and Payment Bonds
 - b. Notice to Proceed
 - c. Work Change Directives
 - d. Change Orders
 - e. Certificate of Substantial Completion
 - f. Certificate of Final Inspection
 - g. Certificate of Engineer
 - h. Certificate of Final Completion
 - i. CONTRACTOR'S release
 - j. Drawings and plans

- k. Supplemental Agreements/Contracts
 - l. The Contractor's Waiver of Lien (Partial)
 - m. The Contractor's Waiver of Lien (Final and Complete)
 - n. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - o. Consent of Surety to Final Payment
 - p. Instructions to Bidders
 - q. The Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 10.01.A are attached to this Contract (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

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

11.02 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.

11.03 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.

11.04 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 the 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.

11.05 Other Provisions

A. Florida Statute 255.099 (Preference to State residents)

- 1. The 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.

B. 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) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 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 that is compatible with the information technology systems of the public agency.
 5. A request to inspect or copy public records relating to a County contract for services must be made directly to the County's Custodian of Public Records. If the County does not possess the requested records due to the Contractor maintaining the public records, the County shall immediately notify the Contractor of the request for records. The Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with the County's request for records, the County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Contractor which fails to provide public records to the County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- C. Employment Eligibility. Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the

Contract Tracking No.: CM3035

Bid No.: NC21-026

employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

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Contract Tracking No.: CM3035

Bid No.: NC21-026

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

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

OWNER

Nassau County Board of County Commissioners

Signed: [Signature]

Title: Chairman

Date: October 20, 2021

[CORPORATE SEAL]

Attest: [Signature]

Title: Ex-Officio Clerk

Address for giving notices:

96135 Nassau Place

Yulee, Florida 32097

Phone: 904-530-6010 FAX: _____

CONTRACTOR

[Signature] J.D. HINSON COMPANY

Signed: J. DAVID HINSON

Title: PRESIDENT

Date: 11/1/21

[CORPORATE SEAL]

Attest: [Signature]

Title: V.P.

Address for giving notices:

PO Box 551097

Jacksonville, FL 32255

Phone: 904-334-0066 FAX: 257-2004

License CUC1224922

(Where applicable)



Approved as to form by County Attorney
Agent for service of process:

[Signature]
Signature

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

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

Contract Tracking No.: CM3035

Bid No.: NC21-026

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

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OWNER

CONTRACTOR

Nassau County Board of County Commissioners

Signed: 

Signed: _____

Title: Chairman

Title: _____

Date: October 20, 2021

Date: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: 

Attest: _____

Title: Ex-Officio Clerk

Title: _____

Address for giving notices:

Address for giving notices:

96135 Nassau Place

Yulee, Florida 32097

Phone: 904-530-6010 FAX: _____

Phone: _____ FAX: _____

License _____

(Where applicable)

Approved as to form by County Attorney
Agent for service of process:


Signature

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

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

SECTION 00 51 00

NOTICE OF AWARD

TO: JD Hinson Company

CONTRACTOR

P.O. Box 551097

ADDRESS

Jacksonville, FL 32255

CITY STATE ZIP

PROJECT: Amelia Road Guardrail Construction - Culvert No. 3401

NAME

The Nassau County Board of County Commissioners has considered the recommendation to accept the Bid submitted by JD Hinson Company for the above described work in response to its Invitation to Bid (ITB) No. **NC21-026**, opened on Wednesday, June 9, 2021.

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 Certificates 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 Certificates 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, Suite 465, Yulee, Florida 32097. A copy must be sent to Nassau County, Procurement Manager, at 96135 Nassau Place, Suite 6, Yulee, Florida 32097.

Dated this 20th day October, 2021.

Nassau County Board of County Commissioners

BY: 

TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by J. David Hinson
this 1st day of November, 2021.

BY: JDH
TITLE: PRESIDENT

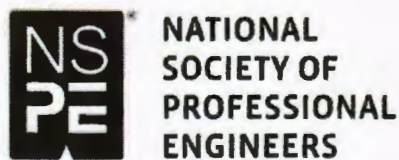
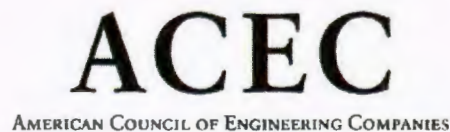
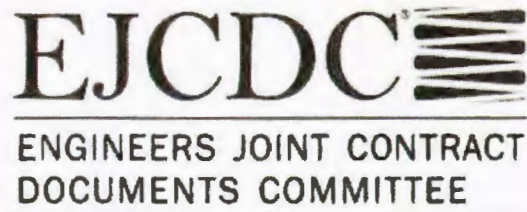
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Exhibit "A"

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards.....	10
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents	11
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work.....	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	12
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05 Underground Facilities 18

5.06 Hazardous Environmental Conditions at Site 20

Article 6—Bonds and Insurance 22

6.01 Performance, Payment, and Other Bonds 22

6.02 Insurance—General Provisions 23

6.03 Contractor’s Insurance 25

6.04 Builder’s Risk and Other Property Insurance 26

6.05 Property Losses; Subrogation 26

6.06 Receipt and Application of Property Insurance Proceeds..... 27

Article 7—Contractor’s Responsibilities 28

7.01 Contractor’s Means and Methods of Construction 28

7.02 Supervision and Superintendence 28

7.03 Labor; Working Hours 29

7.04 Services, Materials, and Equipment..... 29

7.05 “Or Equals” 29

7.06 Substitutes 30

7.07 Concerning Subcontractors and Suppliers 32

7.08 Patent Fees and Royalties 33

7.09 Permits 34

7.10 Taxes 34

7.11 Laws and Regulations..... 34

7.12 Record Documents..... 35

7.13 Safety and Protection..... 35

7.14 Hazard Communication Programs 36

7.15 Emergencies 37

7.16 Submittals 37

7.17 Contractor’s General Warranty and Guarantee 40

7.18 Indemnification 41

7.19 Delegation of Professional Design Services 41

Article 8—Other Work at the Site 42

8.01 Other Work 42

8.02 Coordination 43

8.03 Legal Relationships..... 43

Article 9—Owner’s Responsibilities 44

 9.01 Communications to Contractor..... 44

 9.02 Replacement of Engineer 44

 9.03 Furnish Data 45

 9.04 Pay When Due..... 45

 9.05 Lands and Easements; Reports, Tests, and Drawings 45

 9.06 Insurance..... 45

 9.07 Change Orders 45

 9.08 Inspections, Tests, and Approvals..... 45

 9.09 Limitations on Owner’s Responsibilities 45

 9.10 Undisclosed Hazardous Environmental Condition..... 45

 9.11 Evidence of Financial Arrangements..... 45

 9.12 Safety Programs 45

Article 10—Engineer’s Status During Construction 46

 10.01 Owner’s Representative..... 46

 10.02 Visits to Site..... 46

 10.03 Resident Project Representative..... 46

 10.04 Engineer’s Authority 46

 10.05 Determinations for Unit Price Work 47

 10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 47

 10.07 Limitations on Engineer’s Authority and Responsibilities..... 47

 10.08 Compliance with Safety Program..... 47

Article 11—Changes to the Contract 48

 11.01 Amending and Supplementing the Contract 48

 11.02 Change Orders 48

 11.03 Work Change Directives..... 48

 11.04 Field Orders..... 49

 11.05 Owner-Authorized Changes in the Work..... 49

 11.06 Unauthorized Changes in the Work..... 49

 11.07 Change of Contract Price 49

 11.08 Change of Contract Times 51

 11.09 Change Proposals..... 51

 11.10 Notification to Surety..... 52

Article 12—Claims..... 52

 12.01 Claims..... 52

Article 13—Cost of the Work; Allowances; Unit Price Work 53

 13.01 Cost of the Work 53

 13.02 Allowances 57

 13.03 Unit Price Work..... 57

Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work..... 58

 14.01 Access to Work..... 58

 14.02 Tests, Inspections, and Approvals..... 58

 14.03 Defective Work 60

 14.04 Acceptance of Defective Work..... 60

 14.05 Uncovering Work 60

 14.06 Owner May Stop the Work 61

 14.07 Owner May Correct Defective Work..... 61

Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 62

 15.01 Progress Payments..... 62

 15.02 Contractor’s Warranty of Title 65

 15.03 Substantial Completion..... 65

 15.04 Partial Use or Occupancy 66

 15.05 Final Inspection 67

 15.06 Final Payment..... 67

 15.07 Waiver of Claims 68

 15.08 Correction Period..... 68

Article 16—Suspension of Work and Termination 69

 16.01 Owner May Suspend Work 69

 16.02 Owner May Terminate for Cause..... 70

 16.03 Owner May Terminate for Convenience..... 71

 16.04 Contractor May Stop Work or Terminate 71

Article 17—Final Resolution of Disputes..... 72

 17.01 Methods and Procedures..... 72

Article 18—Miscellaneous 72

 18.01 Giving Notice..... 72

 18.02 Computation of Times..... 72

18.03	Cumulative Remedies	72
18.04	Limitation of Damages	73
18.05	No Waiver	73
18.06	Survival of Obligations	73
18.07	Controlling Law	73
18.08	Assignment of Contract.....	73
18.09	Successors and Assigns	73
18.10	Headings.....	73

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
51. *Engineer of Record* – The individual or entity named as such, or the Design Engineer, in the Agreement, and has the authority set forth in the Standard General Conditions.

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.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* 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 Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. 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 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

“furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 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;
 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.

2.04 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 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, 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 and 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 Article 16.

2.05 Acceptance of Schedules

- A. ~~At least 10 days before submission of the first Application for Payment a conference~~ A Preconstruction Conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 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 the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.
 5. A schedule in accordance with the Contract shall be submitted and accepted by the Owner and engineer within thirty (30) days of NTP. Should a schedule not be accepted

within thirty (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 Standard General Conditions.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer 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 part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
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 part of the Contract Documents prepared by or for Engineer take precedence in

resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers 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 versions, or 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; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**4.01 Commencement of Contract Times; Notice to Proceed**

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract 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 Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

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

4.03 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.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, 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 Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal or adverse weather conditions. On the 21st 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:
 - a. 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.
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.
- 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 permanent improvements are to be made 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.
- D. 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.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas*
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other

materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, 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 any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. ~~Technical Data contained in such reports and drawings.~~

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on 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;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
 - 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 Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. 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 Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility

Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on 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;
 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. 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 failure to control, contain, or remove a

Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. ~~All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond 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 must show that it is effective on the date the agent or attorney in fact signed the accompanying 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 225, 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. Contactor 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.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such

notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, or unless approved in writing by the Owner, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better a current Rating Classification/Financial Category as published in the latest edition of "Best's Key Rating Guide" of at least an A- or above.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). 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. Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of

policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ thirty (30) days prior written notice has been given to the purchasing policyholder, Owner and other individuals and entities in the Contract or otherwise listed in the Contract Documents. ~~Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.~~

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is 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; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the 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, risks, 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 Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, 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.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. 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.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.
- D. 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.

7.04 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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) 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;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.
- N. Contractor shall not subcontract part(s) of the Work, the aggregate cost of which is greater than fifty (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.

7.08 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 an 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 will be disclosed 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.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified.

7.10 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.

7.11 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. 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 Work.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and 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 such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its 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.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer. Annotations of record documents shall be legible, precise, and complete as determined by Engineer of Record and the County.

7.13 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.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground

Facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- K. 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.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 *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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.C.
 3. 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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 furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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. Five (5) percent of the Contract Price is given as consideration for this indemnification.
- 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 7.18.A will 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 7.18 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.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications,

- certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
 - D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
 - E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
 - F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
 - G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

- D. 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.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the

Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) 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 any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, ~~provided Contractor makes no reasonable objection to the replacement engineer.~~ The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *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 (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- 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.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**10.01 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.

10.02 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 10.07. 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.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT**11.01 Amending and Supplementing the Contract**

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and believe the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

e. Construction Equipment Rental

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.*

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication 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 that Contractor is required by the Contract Documents to purchase and maintain.
- j. The cost of specific consideration for the indemnifications set forth in paragraph 7.18.
- k. The cost of compliance with current local, state and federal safety regulations.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. 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.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 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*: Contractor agrees that:
1. 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
 2. 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. ~~Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~
 - a. ~~the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
 - b. ~~Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~
2. ~~The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~
3. ~~Adjusted unit prices will apply to all units of that item.~~

E. If Owner objects to Contractor's quoted adjustment in Unit Price Work, 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 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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 with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and 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).

- B. ~~Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05~~ 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 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 the test failure will be borne by the Contractor. Payment to the Contractor for testing shall not be made without the required itemized invoicing.

- 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, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. 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, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 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, then 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 will 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.

14.07 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 defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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.

- 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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.
 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 3. 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 thirty (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. ~~must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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.
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, 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 13.03, 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.
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; 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

- h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete,

Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. 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 punch list.

15.04 *Partial Use or Occupancy*

- 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. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.04 regarding builder's risk or other property insurance.

15.05 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 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, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. ~~Engineer's Review of Final Application and Recommendation of Payment: 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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.~~ 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 it 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.

- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the

Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an

extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's failure to 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);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.
- F. 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, or any rights or remedies of Owner against Contractor or any surety under

any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 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; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 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 16.03.
- 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, 7 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES**17.01 Methods and Procedures**

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction. Any litigation action shall be filed in a state Court in Nassau County, Florida, with the exception of any federal litigation action which shall be filed with a Court for the Middle District of Florida. Any mediation shall be held in Nassau County, Florida.

ARTICLE 18—MISCELLANEOUS**18.01 Giving Notice**

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract 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.

18.03 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. 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.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 Successors and Assigns

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

18.10 Headings

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

Exhibit "B"

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: **AMELIA ROAD GUARDRAIL CONSTRUCTION-CULVERT NO. 3401**
Bid Number NC21-026
Nassau County, Florida

B. This project consists of constructing guardrail, riprap, and earthwork on Amelia Road at Culvert 3401 in Fernandina Beach. The work to be performed is generally described as guardrail construction and includes:

- FDOT Type F Curb Construction
- Clearing & Grubbing
- Earth work
- Miscellaneous Asphalt Pavement
- Guardrail
- Riprap
- Sodding
- Erosion Control
- Traffic maintenance and protection

All work shall be in accordance with the construction drawings, specifications, and contract documents. Where FDOT and County requirements differ, the more stringent shall apply. **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, Concours D'Elegance, Nassau County School System FSA (as identified at the pre-bid conference), TPC Tournament, Florida-Georgia football game, Jaguars home football games, Gator Bowl, Greater Jacksonville Agricultural Fair, Greater Jacksonville Kingfish Tournament, and Isle of Eight Flags Shrimp Festival, 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 9:00 am or after 3:30 pm (27.5 hours per work week).

Should the Contractor deem it necessary to work on Sundays, holidays, or beyond daylight 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 contractor will 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 2.03 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 payment to the Contractor will be applied by a corresponding Change Order.

2.02 LANE CLOSURES

Lane closures will be allowed subject to Nassau County's Road Closure Policy (Appendix A).

2.03 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 or Construction Engineering Inspections (CEI) fees 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.

A. Engineer	\$217.83
B. Project Manager	\$185.91
C. Construction Administrator	\$100.00
D. Inspector	\$80.00
E. Administrative Assistant	\$65.00
F. Consultant Construction Engineering Inspection (CEI)	\$125.00

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)

Code of Laws and Ordinances of Nassau County, Florida

Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July 2020 Edition (Standard Specifications)

Florida Department of Traffic Standard Plans FY 2018-19 Edition (FDOT Index)

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

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, July 2020 Edition.
- B. Payment will be made under Item No. 101-1 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, July 2020 Edition.

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- B. Payment will be made under Item No. 102-1 Maintenance of Traffic, on a Lump Sum basis.

Item 3. Work Zone Sign

- A. Measurement and Payment for Work Zone Sign shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Item No. 102-60 Work Zone Sign on an Each Day basis.

Item 4. Channelizing Device

- A. Measurement and Payment for Channelizing Device shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Item No. 102-74-1 Channelizing Device, on an Each Day basis.

Item 5. Portable Changeable Message Sign, Temporary

- A. Measurement and Payment for Portable Changeable Message Sign, Temporary shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Item No. 102-99 Portable Changeable Message Sign, Temporary on an Each basis.

Item 6. Sediment Barrier

- A. Measurement and Payment for Sediment Barrier shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Item No. 104-10 Sediment Barrier on a Linear Foot basis.

Item 7. Inlet Protection System

- A. Measurement and Payment for Inlet Protection System shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Item No. 104-18 Sediment Barrier on an Each basis.

Items 8. Clearing and Grubbing

- A. Measurement and Payment for Clearing and Grubbing Items shall be in accordance with Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 110 as follows:
 - 1) Item No. 110-1-1 Clearing and Grubbing, on an Acre cost basis.

Item 9. Excavation and Embankment

- A. Measurement and Payment for Excavation and Embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Item No. 120-6 Embankment, on a per cubic yard basis.

Items 10. Miscellaneous Asphalt Pavement

- A. Measurement and Payment for Miscellaneous Asphalt Pavement shall be in accordance with Section 339 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 339 as follows:
 - 1) Item No. 339-1 Miscellaneous Asphalt Pavement, on a per ton basis.

Items 11. Concrete Curb & Gutter, Type F Curb

- A. Measurement and Payment for Concrete Curb & Gutter, Type F Curb shall be in accordance with Section 520 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 520 as follows:

1) Item No. 520-1-10 Concrete Curb & Gutter, Type F Curb, on a Linear Foot basis.

Items 12. RipRap Rubble (Bank & Slope)

- A. Measurement and Payment for RipRap Rubble (Bank & Slope) shall be in accordance with Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 530 as follows:
 - 1) Item No. 530-3-3 RipRap Rubble (Bank & Slope), on a per ton basis.

Items 13. Guardrail General TL-3

- A. Measurement and Payment for Guardrail General TL-3 shall be in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 536 as follows:
 - 1) Item No. 536-1-1 Guardrail General TL-3, on a per Linear Foot basis.

Items 14. Special Guardrail Post (Steel)

- A. Measurement and Payment for Special Guardrail Post (Steel) shall be in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 536 as follows:
 - 1) Item No. 536-7-2 Special Guardrail Post (Steel), on a per Each basis.

Items 15. Guardrail Removal

- A. Measurement and Payment for Guardrail Removal shall be in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 536 as follows:
 - 1) Item No. 536-73 Guardrail Removal, on a per Linear Foot basis.

Items 16. End Treatment (Parallel)

- A. Measurement and Payment for End Treatment (Parallel) shall be in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 536 as follows:
 - 1) Item No. 536-85-24 End Treatment (Parallel), on a per Each basis.

Items 17. Performance Turf (Sod)

- A. Measurement and Payment for Miscellaneous Asphalt Pavement shall be in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.
- B. Payment will be made under Section 570 as follows:
 - 1) Item No. 570-1-2 Performance Turf (Sod), on a Square Yard basis.

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 progress meeting.

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.

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- 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.

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- 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.

PERMITS AND

FEEES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. County Responsibilities: The County has obtained the following permits, included in appendix:

None

- 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)

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 he may deem necessary at his 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 reinspection 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.

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.

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- 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, July 2020 Edition.
- 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.

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, July 2020 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) 491-7330.

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)

**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.

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- 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.

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.
 - 5. Elevations are based on the National Geodetic Vertical Datum of 1988.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two (2) permanent benchmarks 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)

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 Engineer of Record when it 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 reinspection 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 reinspection 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 reinspection is required, Contractor shall reimburse the County for charges of the County and the County's consultants for performing the reinspection.

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

SITE

PREPARATION

PART 1 GENERAL

1.01 SUMMARY

- A. Provide site preparation as shown and as specified. Comply with applicable provisions of Div. 00 and 01.
- B. Work includes, but is not limited to:
 - 1. Protection of improvements, plants, and utilities.
 - 2. Removal and replacement of improvements.
 - 3. Location of utilities and coordination with utility companies.
 - 4. All clearing and grubbing of trees and vegetation.
 - 5. Topsoil salvage.

1.02 MEASUREMENT AND PAYMENT

- A. Site preparation will be considered incidental to the work except where separate pay items are included in Bid Schedule.
- B. Drawing notes related to removals and replacements shall be interpreted as directives to Contractor for such work at no extra cost except where separate pay items are provided in Bid Schedule.

PART 2 (NOT USED)

PART 3 EXECUTION

3.01 PROTECTION

- A. Protect improvements on site and on adjoining properties Provide barricades, coverings, or other types of protection as necessary to prevent damage and to safeguard against injury. Restore to original condition improvements damaged by the work or improvements which required temporary removal during construction.
- B. Protect existing vegetation indicated to remain against unnecessary cutting, breaking, bruising, or smothering by stockpiling excavated materials or parking of vehicles within

drip line. Provide temporary fences, tree wells, barricades, or guards; repair or replace trees and vegetation damaged by construction operations.

- C. Protect survey monuments, reference points, and benchmarks from movement. Should removal be necessary, notify Engineer of Record and the County who will give notice for removal at Contractor's expense. Contractor shall pay cost for re-establishing monuments lost due to its negligence or failure to notify Engineer of Record and the County.
- D. No extra payment or time will be allowed for protection work that could have been suspected or anticipated by site inspection and interpretation of bidding documents prior to execution of contract.

3.02 UTILITIES

- A. Location and description of underground utilities and structures shown on drawings are approximate and are based on records available to the County or surface features indicating their existence. There may be other utilities within project area that are not shown.
- B. Notify all affected utility companies of construction operations at least three working days before beginning work near their facilities. Do not begin excavation work until underground utility locations have been marked.
- C. Use caution when excavating so that exact location of underground utilities, both known and unknown, may be determined. Provide adequate protection and support for utilities during construction operations.
- D. If uncharted or incorrectly charted utilities are encountered during excavation work, or if proposed construction conflicts with existing utilities, give prompt notice and submit proposed solution to Engineer of Record and the County for approval. If required, make arrangements with utility companies for relocation of interfering utilities. No extra cost or time will be allowed for unexpected delays or coordination work, except for authorized alterations as follows. When a change is permitted to avoid a utility relocation, Engineer of Record and the County will determine whether such change constitutes extra work. Underground utilities and structures located outside of construction limits which Contractor wishes to have moved to facilitate construction shall be arranged with each owner of such facilities; Contractor shall pay all costs of such relocations for convenience.

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- E. During construction of pipe lines, it may be necessary to cross under certain underground utilities and structures. Prevent damage to such facilities. Where necessary, divert flow in drains or culverts so that trenches are kept dry during work. Deposit and compact sand or gravel bedding and backfill around exposed facilities by mechanical means in layers not to exceed 6 in. Wherever such facilities are disturbed or broken, restore them to good condition at no additional cost to the County.

3.03 SITE CLEARING

- A. Remove trees, stumps, snags, shrubs, brush, heavy growths of grass, weeds and other vegetation, improvements, rubbish and debris, and obstructions that interfere with proposed construction; remove items only as necessary for completion of work.
- B. Cut brush and vegetation flush with ground. Grub out stumps, roots having a diameter of 2 in. or larger, and root clusters to a depth of at least 2 ft below subgrade elevation for pavements, structures, and embankments and 6 in. below ground surface in other areas.
- C. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction. Cut back roots a minimum of 1 ft from concrete work, paving, and structures and to a depth of not less than 2 ft below structures, foundations, and embankments.

3.04 TOPSOIL STRIPPING

- A. Topsoil shall include all friable, fertile, loam soil suitable for grass and plants, found at surface to a depth of approximately 4 in., reasonably free of subsoil, clay lumps, stones, objects over 2-in. diameter, weeds, large roots, root clusters, and other objectionable material.
- B. Strip topsoil from project area to whatever depths encountered; prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping topsoil.
- C. Where trees are indicated to remain, terminate stripping a sufficient distance from such trees to prevent damage to root system.
- D. Stockpile topsoil in storage piles in areas where designated. Construct storage piles to freely drain surface water. Cover or sprinkle water on storage piles to prevent windblown dust.

3.05 DEMOLITION

- A. Remove structures, pavements, and improvements within construction limits as shown and as required for construction. Saw cut asphaltic and concrete pavement to provide a smooth straight joint. Remove below-grade items encountered, such as slabs and foundations, that interfere with construction.
- B. The County shall have first right to retain all useful salvage. All items not retained by the County and construction debris shall become property of Contractor.

3.06 DEBRIS DISPOSAL

- A. Remove debris and excess materials from site and legally dispose of it. Burning shall not be permitted on project site. Comply with federal, state, and local laws and regulations.

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, July 2020 Edition, and the FDOT Standard Plans FY 2018-19 (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 reports for laboratory and field tests required under "Testing" article Test reports for footing, slab, and pavement subgrades shall be submitted prior to placing concrete or paving materials. Make submittals in accordance with Section 01 33 00.

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.

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- C. During course of work, testing agency shall inspect and approve subgrades and fill layers before further construction work is performed on each layer Perform field density tests as follows:
1. Structure Slabs and Paved Areas: Perform at least one field density test on fill subgrade for every 300 LF of structure slab or paved area, but in no case less than three tests. In each compacted fill layer, perform at least one field density test for every 300 LF of overlaying structure slab or paved area, but in no case less than three tests. Testing criteria will include operation for paved widening and paved shoulders, but not both simultaneously.
 2. Utility Trench Backfill: Perform at least two field density tests in random compacted backfill layers for every 400 linear feet of trench under pavements and structures.
- 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.
- B. For footings and foundations, take care not to disturb bottom of excavation. Excavate to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid, undisturbed base to receive granular fill, base course, or concrete as shown.

3.03 TRENCHING

- A. Excavate trenches so that pipe can be laid safely and accurately to required line and grade. Hand excavate for bells, fittings and projections to allow for proper jointing and to ensure that pipe rests evenly along barrel and is not resting on bell.
- B. In sand and gravel soils, bottom of trench may be shaped to fit bottom 1/3 of pipe. In silt or clay soils, bottom of trench shall be 4 in. below pipe barrel and 3 in. below bell. Under foundations and footings, bottom of trench shall be 8 in. below pipe. Provide Granular Bedding as specified below.

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 TRENCH BEDDING AND BACKFILL

- A. Bedding, haunching, and initial backfill for rigid pipes shall be in accordance with ASTM C12, Class C or better. Bedding, haunching, and initial backfill for flexible pipes shall be in accordance with ASTM D2321, Class II or better.
- B. Trenches dug in sandy or gravelly materials may use undisturbed earth for bedding provided surface is shaped to conform to pipe. Provide Granular Bedding in all other

trenches from subgrade to a point supporting bottom 1/3 of pipe for rigid pipe and to springline (mid-height) for flexible pipe. Place and compact bedding so that it fills and supports pipe haunch area.

- A. Immediately after installation of pipe, provide tamped Granular Backfill up to a minimum depth of 1 ft above pipe. Take special care in placing and tamping initial backfill material so alignment and grade of pipe is not disturbed nor pipe damaged.

3.13 BACKFILL

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

3.14 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.

3.15 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.

3.16 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 Thickness¹</u>	<u>Compaction²</u>
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%

¹Place manually compacted materials in maximum 6-in. layers.

²Percent of maximum density determined in accordance with AASHTO Modified Proctor T 188.

SITE GRADING

PART 1 GENERAL

1.01 SUMMARY

- A. Provide site grading, including preparation of subgrade for pavements and walks, as shown and as specified. Comply with applicable provisions of Div. 00 and 01.

1.02 RELATED SECTIONS

31 05 10 Site Preparation
31 20 00 Earthwork

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 reports for laboratory and field tests required under "Testing" article. Test reports for slab and pavement subgrades shall be submitted prior to placing concrete or paving materials. Make submittals in accordance with Section 01 33 00.
- B. Samples: Two weeks prior to start of construction, indicate source and submit samples of proposed fill and backfill materials for testing and review. Make submittals in accordance with Section 01 33 00.

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.
- B. Test subgrade and fill materials for gradation in accordance with ASTM C136 for conformance with AASHTO M-145 gradation limits. Test materials for liquid limit

and plasticity index in accordance with ASTM D4318. Analyze materials within 4 ft of finished grades of paved areas.

- C. Provide one optimum moisture-maximum density curve for each type of soil encountered in subgrade and fills under structure slabs and foundations and paved areas; determine maximum densities in accordance with ASTM D1557.
- D. During course of work, testing agency shall inspect and approve subgrades and fill layers before further construction work is performed on each layer. Perform field density tests in accordance with standard, recognized procedures. Take tests as follows:
 - 1. Structure Slabs: Perform at least one field density test on fill subgrade for every 300 LF of structure slab, but in no case less than three tests. In each compacted fill layer, perform at least one field density test for every 300 LF of overlaying structure slab, but in no case less than three tests.
 - 2. Paved Areas: Perform at least one field density test on fill subgrade for every 300 LF of paved area, but in no case less than three tests. In each compacted fill layer, perform one field density test for every 300 LF of paved area, but in no case less than three tests.
- E. 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.

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 STRUCTURAL FILL

- A. Select soils complying with AASHTO M-145 soil classification system groups A-1-a, A-1-b, or A-3; or these groups in combination with group A-2-4. Maximum aggregate size shall be 1/2 specified lift thickness. Maximum 15% by weight shall pass a No. 200 sieve; plasticity index shall not exceed 5. Refer to FDOT Standard Plans 2020-2021 and Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition.

2.03 SITE FILL

- A. Select, natural, free draining soils complying with AASHTO M-145 soil classification system groups A-1-a, A-1-b, A-3, or combinations thereof, and suitable for compaction. Maximum aggregate size shall be 1/2 specified lift thickness.

PART 3 EXECUTION

3.01 GRADING

- A. Grade area within project limits by cutting and filling as necessary to achieve new lines and grades shown.
- B. For lawn areas, allow 4 in. for topsoil placement. For landscape plants, allow 6 in. for topsoil placement. For surfaced areas such as slabs, pavements, and walks, grade to underside of respective surfacing or base course.
- C. Grade excavated and filled sections and adjacent transition areas to be reasonably smooth, compacted, and free from irregular surface changes. Degree of finish shall be that ordinarily obtained from either blade grader or scraper operations, except as otherwise specified. Tolerance for areas to receive topsoil shall be 0.3 ft above or below established grade, less allowance for topsoil. Tolerance for areas to receive surfacing shall be 0.1 ft above or below established subgrade.

3.02 SUBGRADE PREPARATION

- A. Examine subgrade prior to placement of fill. Remove any organic materials or debris subject to rot or corrosion. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with subgrade.
- B. In structure areas, compact exposed subgrade in-place to the density specified in Part 4 Schedules by several passes of a large vibratory roller traveling at a relatively slow rate.
- C. In pavement areas, proof roll exposed subgrade with a loaded, tandem axle dump truck to detect soft or yielding areas.
- D. Notify Engineer of Record and the County of unsuitable, unconsolidated subgrade soils.

3.03 FILLING

- A. Provide Structural Fill under structure slabs, pavements, and walks. Provide Site Fill in unpaved areas.
- B. Place fill in approximately horizontal layers, do not exceed maximum lift thickness specified in Part 4 Schedules before compaction.
- C. During placement and compaction, maintain moisture content of materials within optimum range. Compact each layer of fill to not less than the percentage of maximum density specified in Part 4 Schedules.

3.04 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion, and keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Maintain erosion control measures to prevent run-off and sediment pollution of adjacent water courses.

3.05 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>	<u>Compaction</u> ¹
Structure Slab, Pavement, and Walk Areas	See Section	31 20 00
Structure Slabs	12"	98%
Pavement and Walk Areas	12"	98%
Unpaved Areas (10' from EOP)	12"	95%

¹Percent of maximum density determined in accordance with AASHTO Modified Proctor T 188.

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. In addition to the requirements of the applicable sections in Divisions 00 and 01:
1. All erosion, sedimentation and water pollution control features shall be in place or relocated as necessary prior to the start of any clearing, grading or construction. Contractor shall be responsible for the installation and maintenance of all temporary erosion control features.
 2. Location of the control features shall be as required to facilitate drainage and control erosion and sedimentation within and adjacent to the site.
 3. Control features are defined as, but not limited to, swales, berms, silt fences, silt barriers and temporary fences.
 4. Compliance with Florida Administrative Code 62-621.300(4) Notice of Intent (NOI) to use Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

1.2 QUALITY ASSURANCE

- A. The provisions for prevention, control and abatement of erosion, sedimentation and water pollution shall be as stated in the FDOT Standard Specifications for Road and Bridge Construction, Section 104, latest edition, and as required by the St. John's River Water Management District.
- B. The provisions for BMP standards and specifications to control erosion and sediment during construction as stated in the "Florida Development Manual: A Guide to Sound Land and Water Management" for stormwater and non-point source management.

1.3 PERMITS

- A. A Notice of Intent to use Generic Permit for Stormwater Discharge from Large and Small Construction Activities shall be required for this project.

1.4 SUBMITTALS

- A. Procedures shall be in accordance with General Conditions.
- B. Product data: Manufacturers' literature, application instructions and samples.
- C. List of materials and their characteristics for other erosion control items.
- D. Stormwater Pollution Prevention Plan Action Plan.

1.5 START OF WORK

- A. Do not start work until the NOI has been submitted.
- B. Do not start work until erosion control measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Silt Barriers
 - 1. One (1) type of silt barriers shall be installed in accordance with the plans: silt barriers installed on the ground.
 - 2. Silt barriers (filter fabric) shall be synthetic and contain ultraviolet ray inhibitors and Stabilizers to provide a minimum of six (6) months of expected usable construction life at a temperature range of zero degrees Fahrenheit (0° F) to one hundred twenty degrees Fahrenheit (120° F). Hay bales shall not be used for silt barriers, unless specifically approved by the County.
 - 3. Filter fabric shall be a pervious sheet of propylene, nylon or polyester

and shall be certified by the manufacturer or supplier to conform to the following specifications:

Filter efficiency (Test VTM-51): 75%

Minimum tensile strength at 20% elongation 120 lbs
(Test ASTM-D-1682):

Tear strength (Test ASTM D2263): 50 lbs

4. Contractor shall submit further filter fabric specifications and installation configuration prior to start of construction.
5. Silt barriers shall be maintained in place until substantial completion of the Project.
6. Filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid use of joints. When joints are necessary filter fabric shall be spliced together only at a support post, with a six-inch (6") overlap, and securely sealed.
7. The following items shall be installed and maintained in accordance with the applicable sections of the FDOT Standard Specifications:
 - a. Temporary silt fences and staked silt barriers
 - b. Floating silt barrier

B. Hay Bales

1. Provide bales having minimum dimensions of 14 by 18 by 36 inches at the time of placement. Construct Baled Hay or Straw dams according to details shown in the plans, as directed by the Engineer of Record and the County or as shown in the Design Standards to protect against downstream accumulations of sediment.
2. Use natural baled hay or straw meeting the requirements of 981-3 or synthetic hay bales may be used as an alternative to natural baled hay or straw. Synthetic hay bales should be interlocking, have pre-made stake holes, are made of synthetic fibers (polypropylene, nylon,

polyester) that meet the Environmental Protection Agency's TCLP standards, and produced into a filter medium with needle-punched fibers. Use synthetic hay bales listed on the QPL. Wash out and remove sediment deposits when the deposits reach 1/2 the height of the reusable synthetic hay bale or as directed by the Engineer of Record. Dispose of the washout in accordance with 104-3 or in an area approved by the Engineer of Record. Synthetic hay bales that have had sediment deposits removed may be reinstalled on the project as approved by the Engineer of Record.

PART 3 - EXECUTION

3.1

GENERAL

- A. Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, staked sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, baled hay or straw, floating silt barriers, staked silt barriers, and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Design Standards. All of these items shall be constructed in accordance with applicable sections of the FDOT Standard Specifications.
- B. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions, using temporary measures that develop during construction to control erosion prior to the time it is practical to construct permanent control features.
- C. Construct temporary and permanent erosion and sediment control measures and maintain them to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.
- D. Copies of approved permits will be provided to the Contractor for his review and use. Contractor shall be required to comply with all General and Special Conditions noted within the permit by the particular permitting agency. The Contractor shall maintain copies of these permits on the job site at all times.

3.2**SILT BARRIERS**

- A. Silt barriers shall be installed and maintained at the locations shown on the Drawings. The Contractor is required to prevent the possibility of silting onto any adjacent parcel.
- B. Silt barrier shall be of the staked type and stakes shall be installed as indicated in the Drawings.
- C. The height of the silt barrier fabric shall be a minimum of forty-two inches (42").
- D. The stakes shall be two inch (2") x four inch (4") wood, five feet (5') long and shall be spaced a maximum of ten feet (10') apart at the barrier location and driven securely into the ground.
- E. A trench shall be excavated approximately four inches (4") wide by four (4") deep along the line of stakes. The filter fabric shall be tied or stapled to the wooden stakes and eight inches (8") of fabric shall be extended into the trench. The staples shall be heavy duty wire and at least one-half inch (1/2") long. The trench shall then be backfilled and the soil compacted over the filter fabric.

3.3**MAINTENANCE**

- A. Silt barriers shall be inspected immediately after each rainfall and at least once a day during periods of prolonged rainfall. Any repairs shall be made immediately.
- B. Should the fabric on a silt barrier decompose or become ineffective, the installation shall be repaired or replaced immediately at no additional cost to the County. If the Contractor fails to repair or replace the items as above, the County shall have the right to stop work without additional cost to the County in accordance with Article 15 of the General Conditions until such time as the repair or replacement has been made.
- C. Sediment deposits shall be removed after each storm event. The Contractor will repair and restore the installations to a working and effective condition to the satisfaction of the County.
- D. At the completion of all work, the silt barriers will be removed unless

otherwise directed by the County.

- E. Any sediment deposits in place after the silt fence is no longer required shall be dressed to conform to the existing grade and prepared for seeding or sodding.

3.4

CONTROL OF CONTRACTOR'S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION

- A. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, wetlands and other sensitive areas with silt, sediment, fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not pump the residue from dust collectors or washers into any water body.
- B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.
- C. Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or run-off.
- D. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State or other waters. Pump the water into grassed swales, appropriately vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State or other waters.
- E. Do not disturb lands or waters outside the limits of construction, unless approved in advance and in writing by the County. No operations within non-permitted wetlands or upland buffers are allowed.

3.5 PROTECTION DURING SUSPENSION OF CONTRACT TIME

- A. In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit run-off of rainwater and construct earth berms along the top edges of embankments to intercept run-off water. Provide temporary slope drains to carry run-off from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes and impoundments. Should such preventative measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

MISCELLANEOUS ASPHALT PAVEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. **Miscellaneous Asphalt Pavement, 2" Avg. Depth, shall be constructed in accordance with Section 339 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.**

CONCRETE CURB & GUTTER, TYPE F CURB CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Concrete Curb & Gutter, Type F Curb Construction shall be constructed in accordance with Section 520 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.

RIPRAP RUBBLE (BANK & SHORE)

PART 1 GENERAL

1.01 SUMMARY

- A. Riprap Rubble (Bank & Shore) shall be constructed in accordance with Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.

GUARDRAIL GENERAL

TL-3

PART 1 GENERAL

1.01 SUMMARY

- A. Guardrail General TL-3 shall be constructed in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.

SPECIAL GUARDRAIL POST (STEEL)

PART 1 GENERAL

1.01 SUMMARY

- A. **SPECIAL GUARDRAIL POST (STEEL) shall be constructed in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.**

GUARDRAIL

REMOVAL

PART 1 GENERAL

1.01 SUMMARY

- A. Guardrail Removal shall be constructed in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.

END TREATMENT (PARALLEL)

PART 1 GENERAL

1.01 SUMMARY

- A. End Treatment (Parallel) shall be constructed in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.

PERFORMANCE

TURF

PART 1 GENERAL

1.01 SUMMARY

- A. Performance Turf, shall be constructed in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.
- B. Performance Turf, Sod, shall be constructed in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 Edition, including Supplemental Specifications.

Exhibit "C"



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

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.



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 Cui-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.
26. Depict all storm drain and utility repair locations and methods.

Exhibit "D"



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

Road Closure Policy

1. Submit a written request to the County Engineer 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.



Road Closure Policy Page 2 of 3

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. Depending on the location of the project/detour, notification to other agencies may be required.
- Nassau County Sheriff's Office
 - Ricky A Rowell, TAC
Phone – (904) 548-4000
Fax – (904) 225-5737
Email – ricky@nassauso.com
 - L. Rene Graham, Lt.
Phone – (904) 548-4028
Fax – (904) 548-4128
Email – lrgraham@nassauso.com
 - Nassau County Emergency Management
 - Martha Oberdorfer
Phone – (904) 548-0931
Fax – (904) 548-4194
Email – moberdorfer@nassauso.com
 - Nassau County Fire Department
 - Chief Brady Rigdon
Email – brigdon@nassaucountyfl.com
 - Chief Greg Roland
Email – groland@nassaucountyfl.com
 - Chief Bob Ratliff
Email – rratliff@nassaucountyfl.com
Phone – (904) 530-6600
Fax – (904) 321-5748
 - Nassau County School Bus Transportation
 - Brad Underhill
Phone – (904) 225-0127
Fax – (904) 255-9404
Email – underhillbr@nassau.k12.fl.us
 - Nassau County Road & Bridge Department
 - Jennifer Kirkland
Phone – (904) 530-6175
Fax – (904) 530-6901
Email – jkirkland@nassaucountyfl.com
 - Nassau County Manager's Office
 - Sabrina Robertson
Phone – (904) 530-6010
Fax – (904) 321-5784
Email – srobertson@nassaucountyfl.com
 - United Postal Service (Yulee)
 - Cassandra Mitchell
Phone – (904) 875-6083
Fax – (904) 225-9733
Email – cassandra.t.mitchell@usps.gov
 - United Postal Service (Fernandina)
 - Paul Battista
Phone – (904) 557-9342
Fax – (904) 277-7947
Email – paul.d.battista@usps.gov
 - United Postal Service (Callahan/Bryceville)
 - Elizabeth Williams
Phone – (904) 879-2131
Fax – (904) 879-6737
Email – elizabeth.s.williams@usps.gov
 - United Postal Service (Hilliard)
 - Bridgett Wagers
Phone – (904) 845-2151
Fax – (904) 845-7738
Email – bridgett.n.wagers@usps.gov



**Road Closure Policy
Page 3 of 3**

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.

Exhibit "E"



NASSAU COUNTY PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

NASSAU COUNTY (74060)

**AMELIA ROAD GUARDRAIL DESIGN
AT CULVERT NO. 340I**

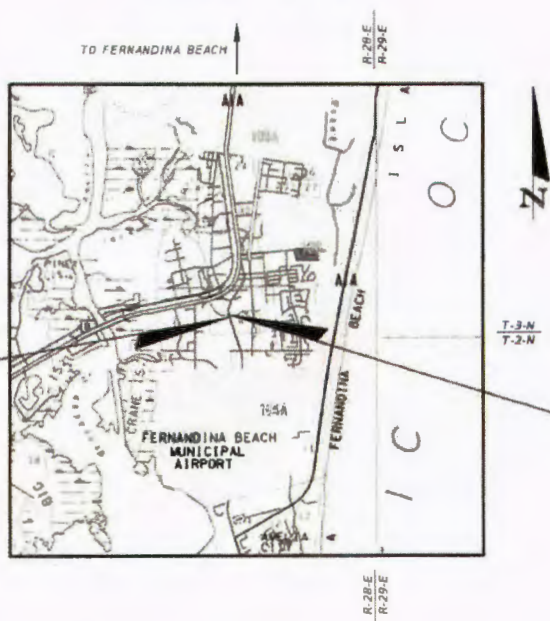


CONTRACT PLANS COMPONENTS

ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3-4	TYPICAL SECTION
5	PROJECT CONTRL SHEET
6	GENERAL NOTES
7	PLAN SHEET
8-17	CROSS SECTION
18	EROSION CONTROL SHEET
19	TEMPORARY TRAFFIC CONTROL PLAN
50-1 - 50-3	SUMMARY OF QUANTITIES
-	FDOT STD PLAN INDEXES



BEGIN PROJECT
STA. 11+20.00

END PROJECT
STA. 13+12.00



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ali a najafi
2021.03.23
08:28:21-04'00'

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www1dot.gov/design/standardplans>

APPLICABLE IRs: IR _____

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, JULY 2020 Standard Specifications for Road and Bridge Construction at the following website: <http://www1dot.gov/programmanagement/Implemented/SpecBooks>

ROADWAY PLANS
ENGINEER OF RECORD:
ALI A. NAJAFI, P.E. NO: 53089
CIVIL SERVICES, INC.
2304 ST. JOHNS BLUFF ROAD, S
JACKSONVILLE, FL 32246
(904) 641-1834
CONTRACT NO: CM2286-WA04
VENDOR NO: 59-2975137

PROJECT MANAGER:
CALEB HURST, PE

BOARD OF COUNTY COMMISSIONERS
DANIEL B. LEEPER - DISTRICT 1 - VICE CHAIRMAN
AARON C. BELL - DISTRICT 2
PAT EDWARDS - DISTRICT 3
THOMAS R. FORD - DISTRICT 4
JUSTIN M. TAYLOR - DISTRICT 5 - CHAIRMAN

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	20	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. THIS SHEET IS THE ELECTRONIC FILE. THIS SHEET IS THE ELECTRONIC FILE.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-15.004, F.A.C.

SUMMARY OF PAY ITEMS							
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY		TOTAL		CONSTRUCTION REMARKS
			P	F	P	F	
0101 1	MOBILIZATION	LS	1		1		
0102 1	MAINTENANCE OF TRAFFIC	DA	90		90		
0102 60	WORK ZONE SIGN	ED	1440		1440		
0102 74 1	CHANNELIZING DEVICE	ED	1350		1350		
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN	EA	14		14		
0104 10 3	SEDIMENT BARRIER	LF	242		242		
0104 18	INLET PROTECTION SYSTEM	EA	4		4		
0110 1 1	CLEARING AND GRUBBING	AC	0.091		0.091		
0120 2 2	BORROW EXCAVATION	CY	58		58		
0120 6	EMBANKMENT	CY	116		116		
0339 1	MISC ASPHALT PAVEMENT	TN	12.2		12.2		
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	176		176		
0530 3 3	RIPRAP RUBBLE (BANK & SHORE)	TN	60.8		60.8		
0536 1 1	GUARDRAIL GENERAL TL-3	LF	259		259		
0536 7 2	SPECIAL GUARDRAIL POST (STEEL)	EA	10		10		
0536 73	GUARDRAIL REMOVAL	LF	125		125		
0536 85 24	END TREATMENT (PARALLEL)	EA	4		4		
0570 1 2	PERFORMANCE TURF (SOD)	SY	87		87		
0999 25	INITIAL CONTINGENCY AMOUNT, DO NOT BID	LS	1		1		

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CIVIL SERVICES, INC.
CONSULTING ENGINEERS
2394 ST. JOHNS BLUFF ROAD, S.
JACKSONVILLE, FL 32246
ALLA. NAJAFI, PE NO. 53096

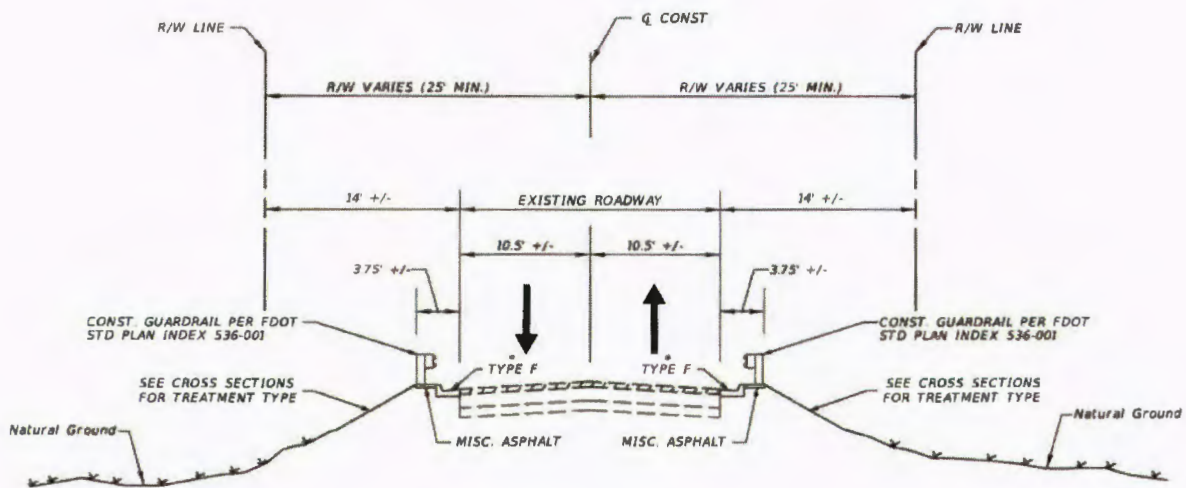


NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
CONSTRUCTION PLANS FOR:
AMELIA ROAD

SUMMARY OF PAY ITEMS

SHEET NO.
2

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TYPICAL SECTION #1
AMELIA ROAD
 STA. 11+20.00 TO STA. 12+16.33
 STA. 12+54.05 TO STA. 13+12.00

* TYPE F CURB & GUTTER PER FDOT
 STANDARD PLAN INDEX S20-001

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

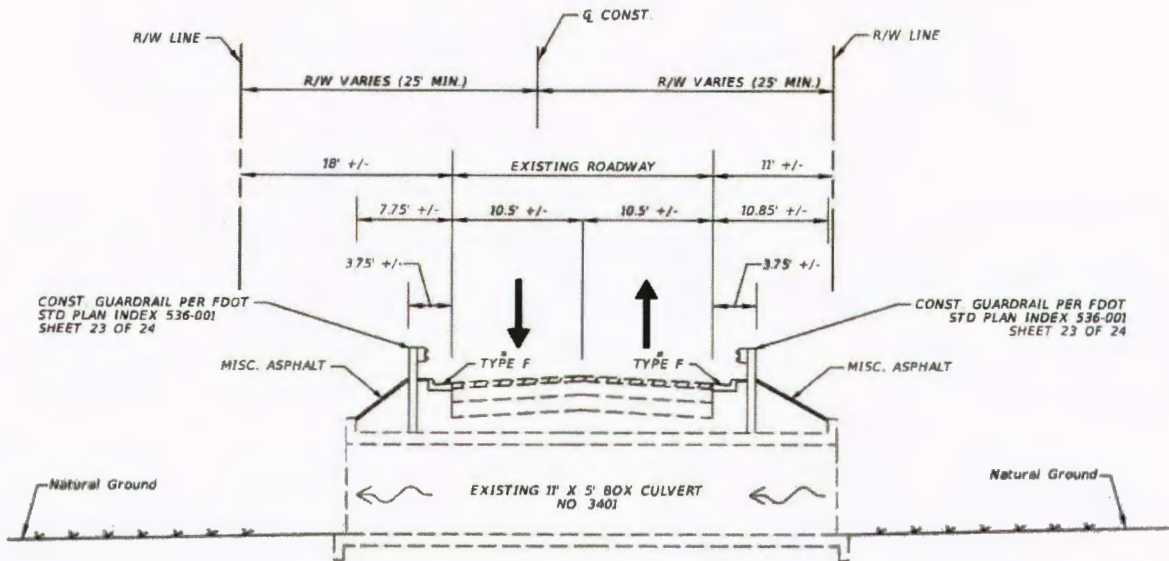
CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C.A. NUMBER: 6127
 ALI A. NAJAFI, PE NO. 53099



NASSAU COUNTY ENGINEERING
 NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
 AMELIA RD

TYPICAL SECTION


SHEET NO.
 3



TYPICAL SECTION #2
AMELIA ROAD
STA. 12+16.33 TO STA. 12+54.05

* TYPE F CURB & GUTTER PER FDOT
 STANDARD PLAN INDEX 520-001

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DATE		REVISIONS	DATE		DESCRIPTION	CIVIL SERVICES, INC. CONSULTING ENGINEERS 2894 ST. JOHN'S BLUFF ROAD, S. JACKSONVILLE, FL 32246 C.A. NUMBER: 6127 ALI A. NAJAFI, PE NO. 53099	 NASSAU COUNTY ENGINEERING NASSAU COUNTY FLORIDA CONSTRUCTION PLANS FOR: AMELIA RD	TYPICAL SECTION	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	4				

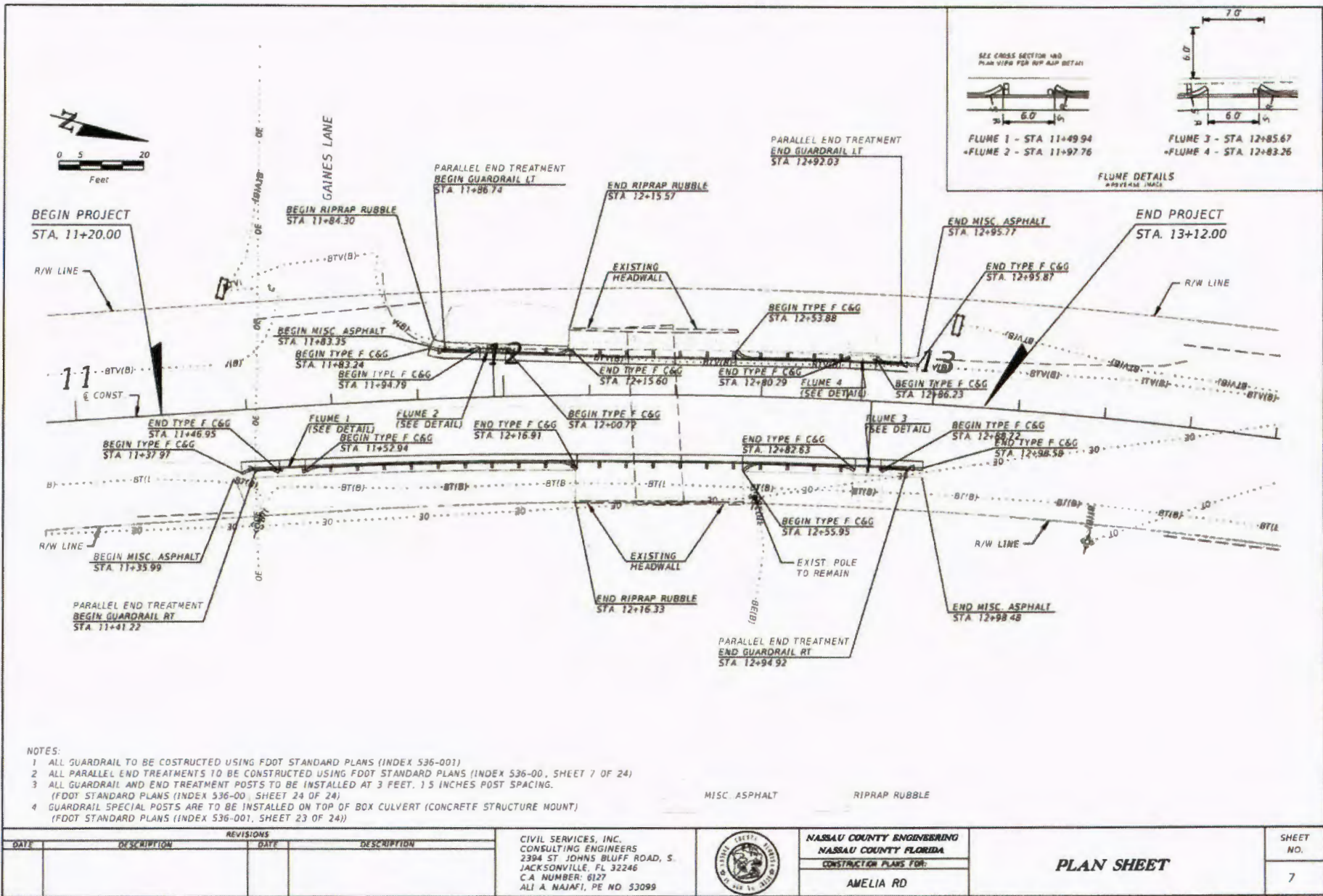
GENERAL NOTES

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS LISTED BELOW THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE PROJECT SITE.

AT NO ADDITIONAL COST TO THE COUNTY, THE CONTRACTOR MAY BE REQUIRED TO PHYSICALLY EXPOSE AND SUPPORT UNDERGROUND FACILITIES AND PROVIDE REASONABLE TIME TO ALLOW FOR MINOR UNFORESEEN UTILITY RELOCATIONS BY UTILITY COMPANY AND/OR PROVIDE ANY NECESSARY SUPPORT TO AERIAL FACILITIES AS DEEMED NECESSARY TO PERFORM CONSTRUCTION. CONTRACTOR MUST NOTIFY UTILITY COMPANY 24 HOURS PRIOR TO ANY SUCH WORK.

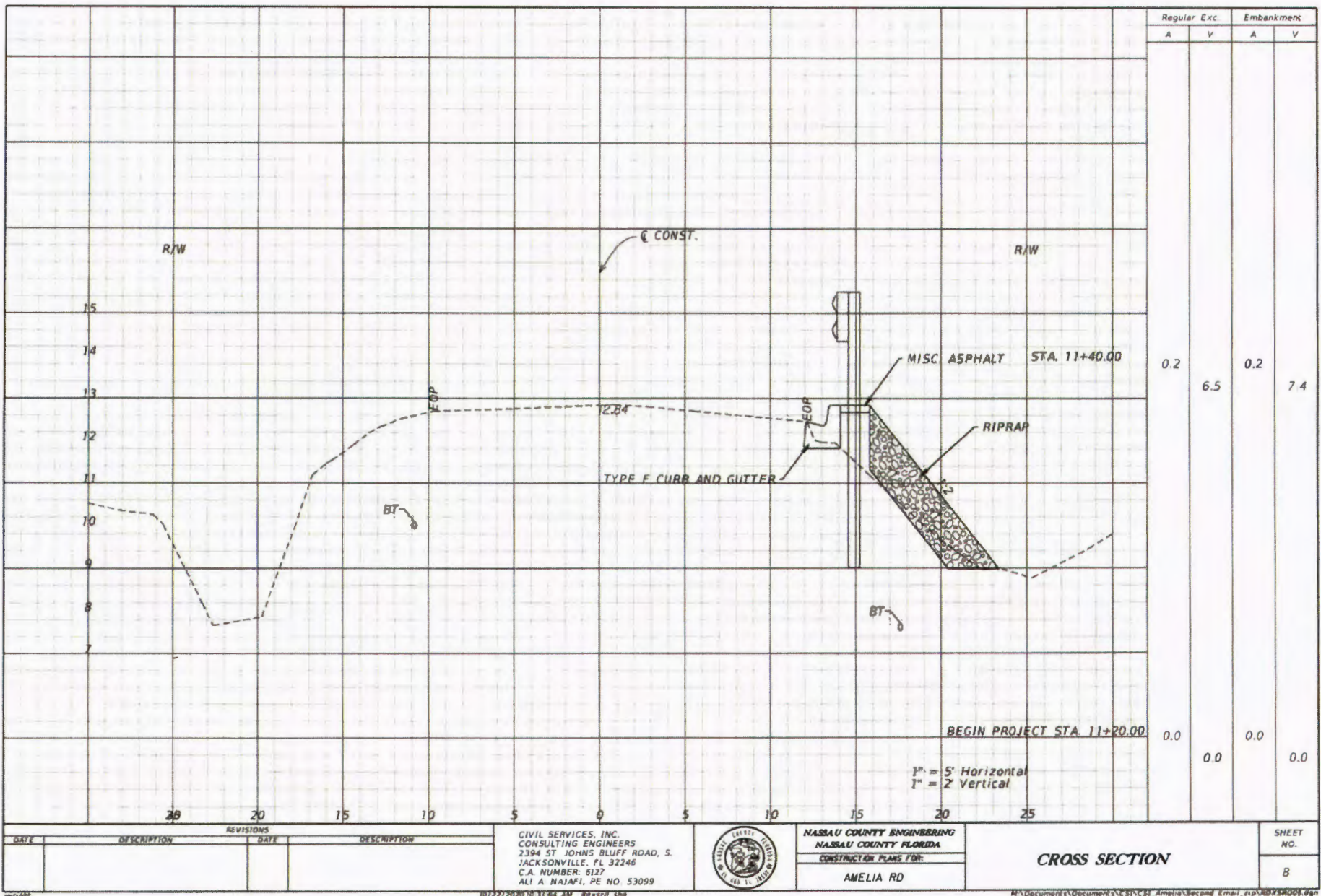
UTILITY	AGENCY OWNER	CONTACT NAME	TELEPHONE NUMBER
ELECTRIC, GAS	FL PUBLIC UTILITIES CO.	VICKI BRAND	(904) 362-0704
CABLE TV	COMCAST	JAMES GRAHAM	(904) 380-6341
TELEPHONE	AT&T DISTRIBUTION	P K PATEL	(904) 727-1568
WATER & SEWER	CITY OF FERNANDINA BEACH	JOHN MANDRICK	(904) 310-3421
3. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION TO BE PROTECTED. IF A CORNER MONUMENT OR BENCHMARK IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY WITHOUT DELAY, BY TELEPHONE. THE CONTRACTOR IS RESPONSIBLE FOR ANY EXPENSES ENCUMBERED FOR PROTECTING, REFERENCING AND/OR REPLACING ANY CORNER MONUMENTS OR BENCHMARKS.
4. ALL WORK PERFORMED WITHIN THE COUNTY RIGHT-OF-WAY, 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, FOOT STANDARD PLANS AND FOOT SPECIFICATIONS FOR ROAD & BRIDGE 2020. WILL BE USED IF NOT ADDRESSED BY NASSAU COUNTY DOCUMENTS. CONTRACTOR SHALL COMPLY WITH CURRENT FLORIDA ACCESSIBILITY CODE FOR ALL WORK ON THIS PROJECT.
5. 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 COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.
6. 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 THE PROJECT.
7. BENCHMARK DATUM: VERTICAL DATUM CONVERSION, ELEVATION OF 10.00' NAVD 88 = 11.01' NGVD' 29 (PER CORPSCON V 6.01) ELEVATION OF 10.00' NAVD 88 = 11.05' NGVD' 29 (PER FLOOD INSURANCE RATE MAP)
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT INCLUDING NPDES PERMITS, AND ETC.
9. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN NASSAU COUNTY RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION AND REPAIR.
10. AS-BUILT DRAWINGS (2 PAPERS & 1 CADD) AS-BUILTS TO NASSAU COUNTY ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION AND SUBMITTAL OF "AS-BUILT" DRAWINGS IN ACCORDANCE WITH CURRENT NASSAU COUNTY STANDARDS AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROCESS THE AS-BUILT DRAWINGS FOR APPROVAL BY NASSAU COUNTY. CONTRACTOR SHALL REFER TO NASSAU COUNTY AS-BUILT CHECKLIST.
11. 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 ENGINEER AND OWNER PRIOR TO PRECEDING WITH CONSTRUCTION.
12. 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 SOO ALL DISTURBED AREAS.
13. ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2020, SECTION 110.
14. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF BY THE CONTRACTOR.
15. CONTRACTOR SHALL CERTIFY THAT ALL SOO WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE PERFORMANCE TURF AND SHALL BE FREE OF NOXIOUS WEEDS & GRASSES, INCLUDING TROPICAL SODA APPLE. CERTIFICATION SHALL BE PROVIDED PRIOR TO INSTALLATION.
16. A PRE- CONSTRUCTION MEETING IS REQUIRED TO BE ATTENDED BY NASSAU COUNTY REPRESENTATIVES, THE CONTRACTOR, AC (CONTRACTOR'S TESTING FIRM), SUB-CONTRACTORS, UTILITY COMPANIES, AND THE ENGINEER OF RECORD.
17. CONTRACTOR WILL BE RESPONSIBLE FOR THE RELOCATION OF ALL STANDARD MAILBOXES IN ACCORDANCE WITH POSTAL REQUIREMENTS.
18. 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. A DISASTER PREPAREDNESS PLAN SHALL BE SUBMITTED AT THE PRE- CONSTRUCTION CONFERENCE.
19. THE REMOVAL OF MUCK AND PLASTIC MATERIAL WITHIN THE PROJECT LIMITS SHALL BE IN ACCORDANCE WITH THE FOOT STANDARD PLANS INDEX NO. 120-001.
20. 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 (ENGLISH)
FOOT DESIGN STANDARDS PLANS (ENGLISH)
FOOT PLANS PREP MANUAL
FOOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION
21. BURNING OF ANY MATERIAL OR DEBRIS IS PROHIBITED.
22. ACCESS TO DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.
23. CONTRACTOR SHALL SUBMIT AN MOT PLAN AT THE PRE- CONSTRUCTION MEETING. MAINTENANCE OF PEDESTRIAN TRAFFIC SHALL BE INCLUDED IN THE PLAN. CONTRACTOR'S PLAN SHALL CONFORM TO FOOT STANDARD PLANS INDEXES 102 LATEST EDITION). AND NASSAU COUNTY'S ROAD CLOSURE POLICY. CONTRACTOR NEEDS TO INCLUDE IN THEIR MOT PLAN NIGHTLY SAFETY PRECAUTIONS WHILE WORKING ON INSTALLING GRAVITY WALLS AND THE REMOVAL AND INSTALLATION OF GUARDRAIL.
24. NO LANE CLOSURE WILL BE ALLOWED BETWEEN THE HOURS OF 9:00 A.M. TO 3:30 P.M.
25. NASSAU COUNTY RIGHT-OF-WAY CAN NOT BE USED FOR A LAY DOWN YARD OR TO PARK EQUIPMENT PRIOR TO CONSTRUCTION. CONTRACTOR SHALL PROVIDE NASSAU COUNTY WITH ANY PLANNED LAY DOWN AREA TO BE USED.

REVISIONS						CIVIL SERVICES, INC. CONSULTING ENGINEERS 2394 ST. JOHNS BLUFF ROAD, S JACKSONVILLE, FL 32246 ALI A. NAJARI, PE NO. 53099		NASSAU COUNTY ENGINEERING NASSAU COUNTY FLORIDA CONSTRUCTION PLANS FOR: AMELIA ROAD	GENERAL NOTES	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					6



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 91C13-73.004 - F.A.C.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER NUMBER FILE#151519 61615-21 004 F A C



REVISIONS	
DATE	DESCRIPTION

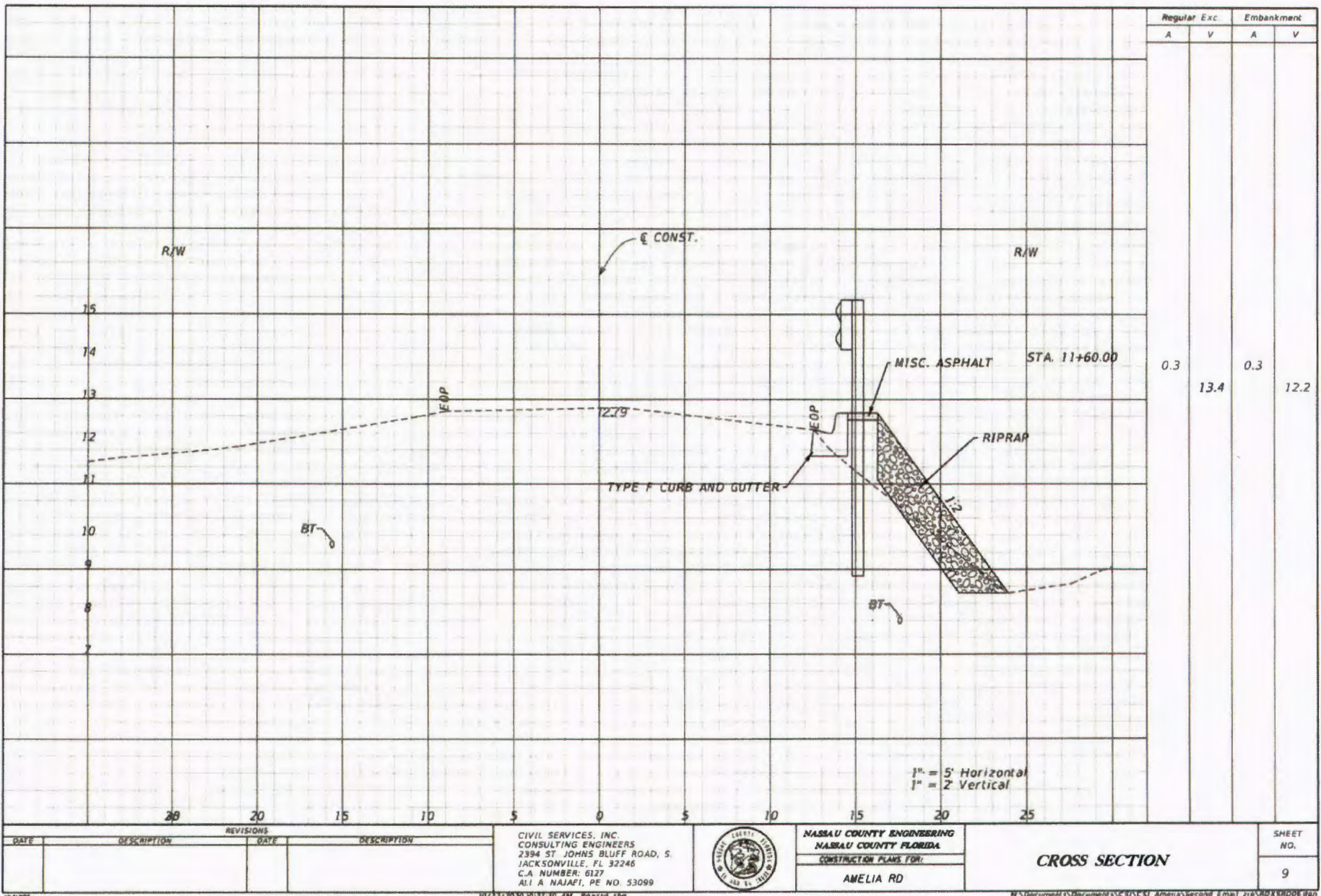
CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C.A. NUMBER: 8127
 ALT. A. NAJAFI, P.E. NO. 53099



NASSAU COUNTY ENGINEERING
 NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
 AMELIA RD

CROSS SECTION

SHEET NO.
 8



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REVISIONS	
DATE	DESCRIPTION

CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C.A. NUMBER: 6127
 ALI A. NAJAFI, PE NO. 53099

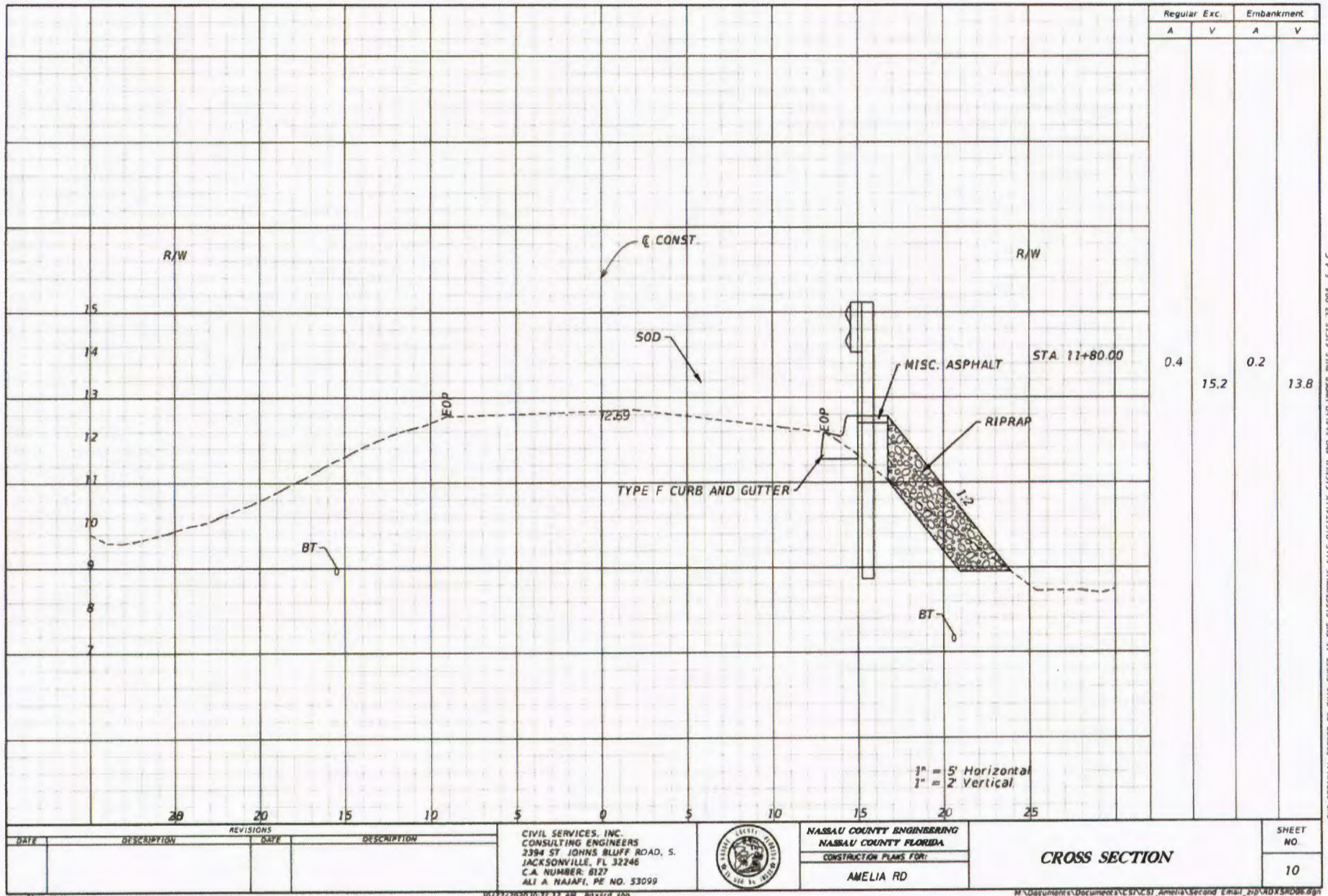


MASSAU COUNTY ENGINEERING
 MASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
 AMELIA RD

CROSS SECTION

SHEET NO.
9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61E75-23.004 F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CIVIL SERVICES, INC.
CONSULTING ENGINEERS
2394 ST. JOHNS BLUFF ROAD, S.
JACKSONVILLE, FL 32246
C.A. NUMBER: 8127
ALI A. NAJAFI, PE NO. 53099

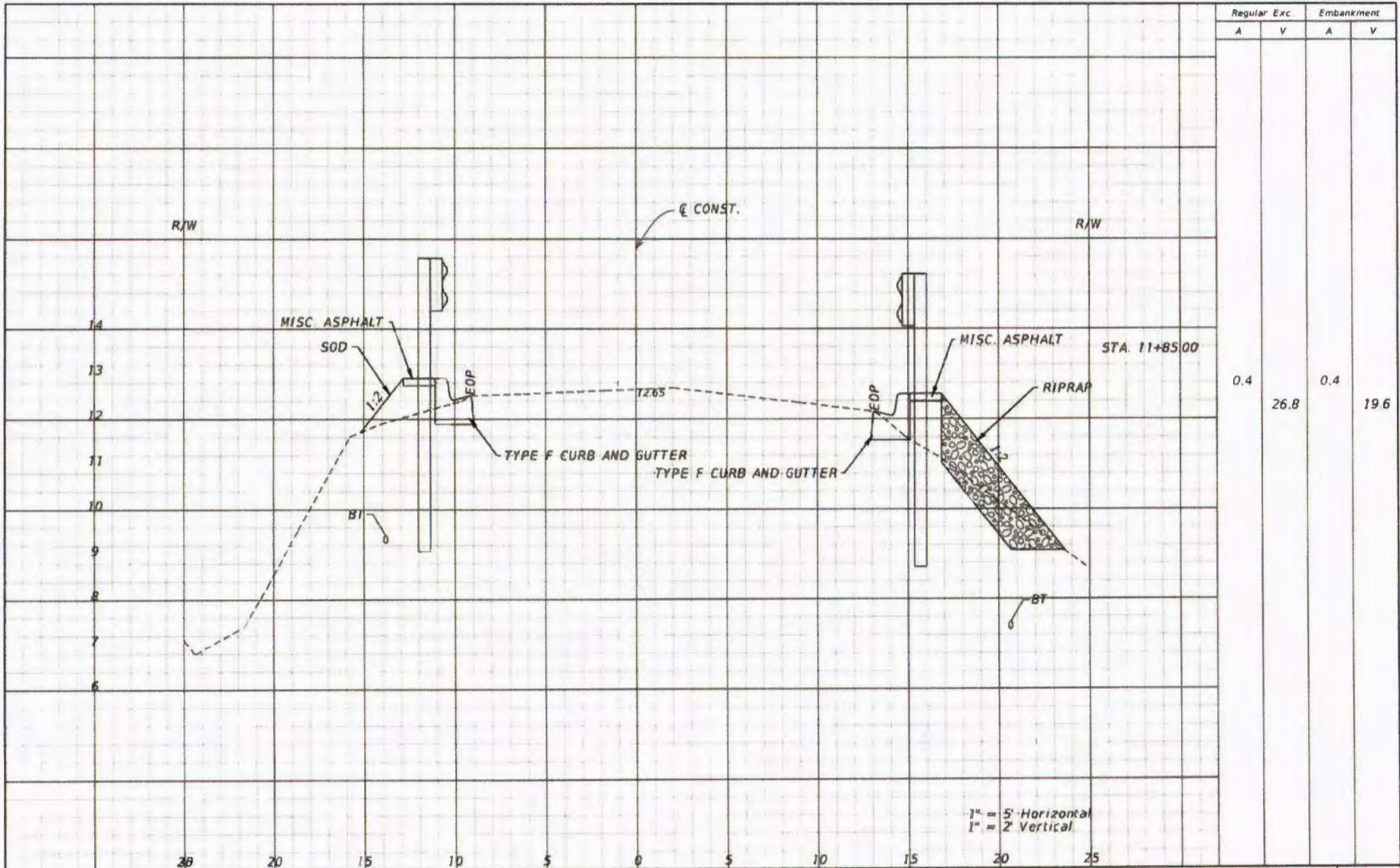


NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
CONSTRUCTION PLANS FOR:
AMELIA RD

CROSS SECTION

SHEET NO.	10
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 1015.12, F.A.C.



1" = 5' Horizontal
 1" = 2' Vertical

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C.A. NUMBER: 6127
 ALI A. NAJAFI, PE NO. S3099

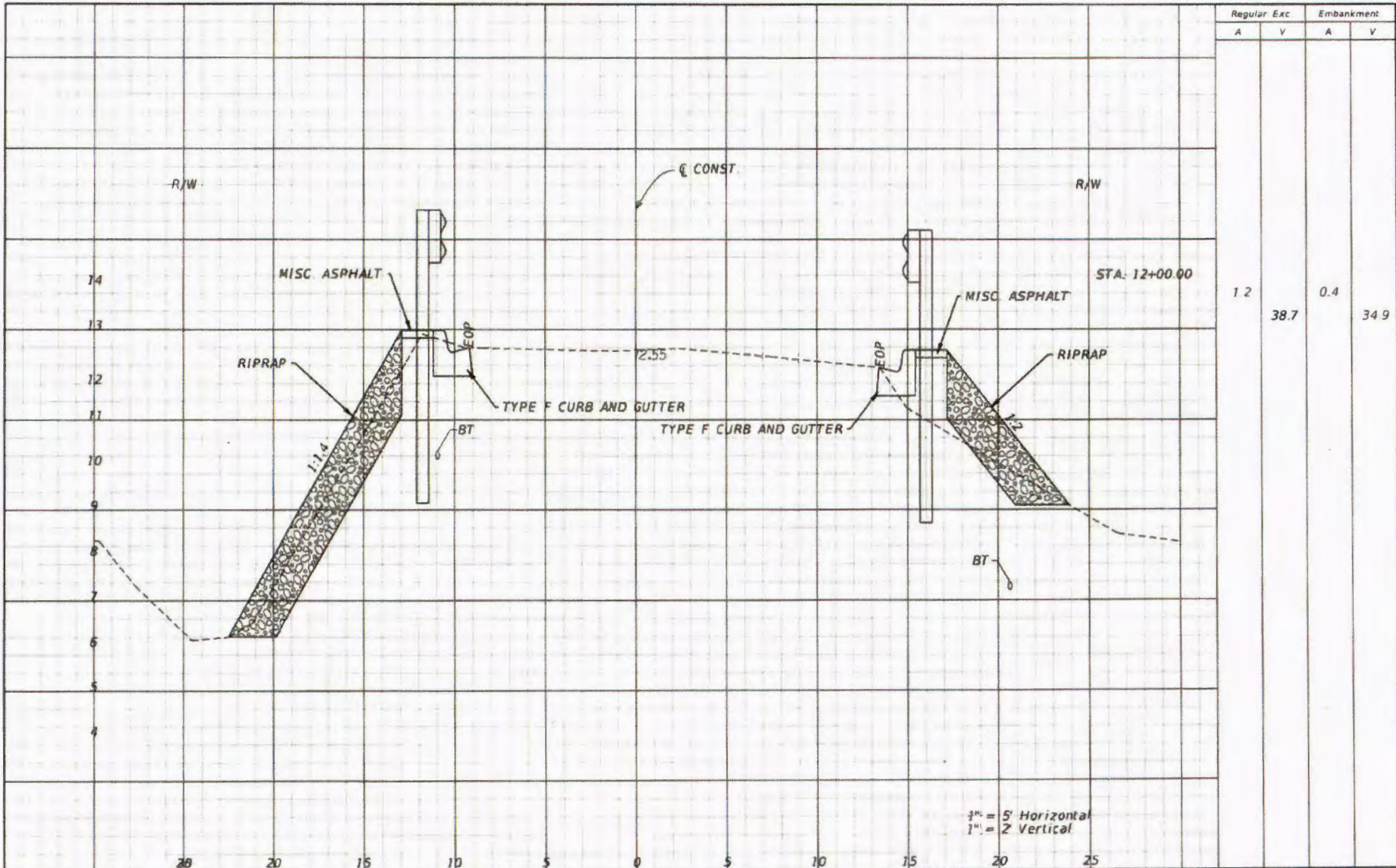


NASSAU COUNTY ENGINEERING
 NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
 AMELIA RD

CROSS SECTION

SHEET NO.
 11

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Regular Exc		Embankment	
A	V	A	V
1.2	38.7	0.4	34.9

1" = 5' Horizontal
 1" = 2' Vertical

REVISIONS	
DATE	DESCRIPTION

CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C/A NUMBER: 6127
 ALI A. NAJAFI, PE NO. 53099

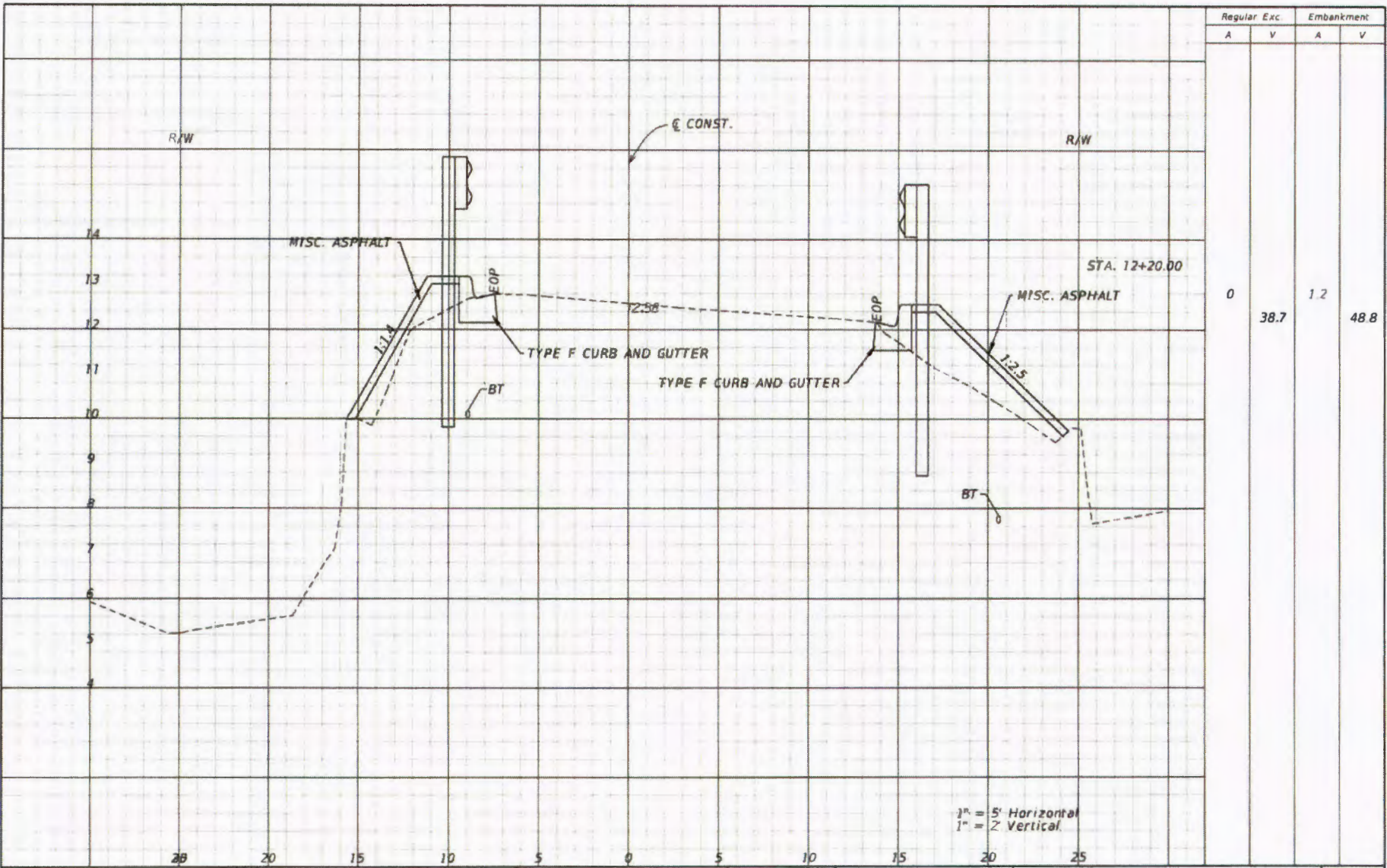


NASSAU COUNTY ENGINEERING
 NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
 AMELIA RD

CROSS SECTION

SHEET NO.
12

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Regular Exc.		Embankment	
A	V	A	V
0	38.7	1.2	48.8

REVISIONS	
DATE	DESCRIPTION

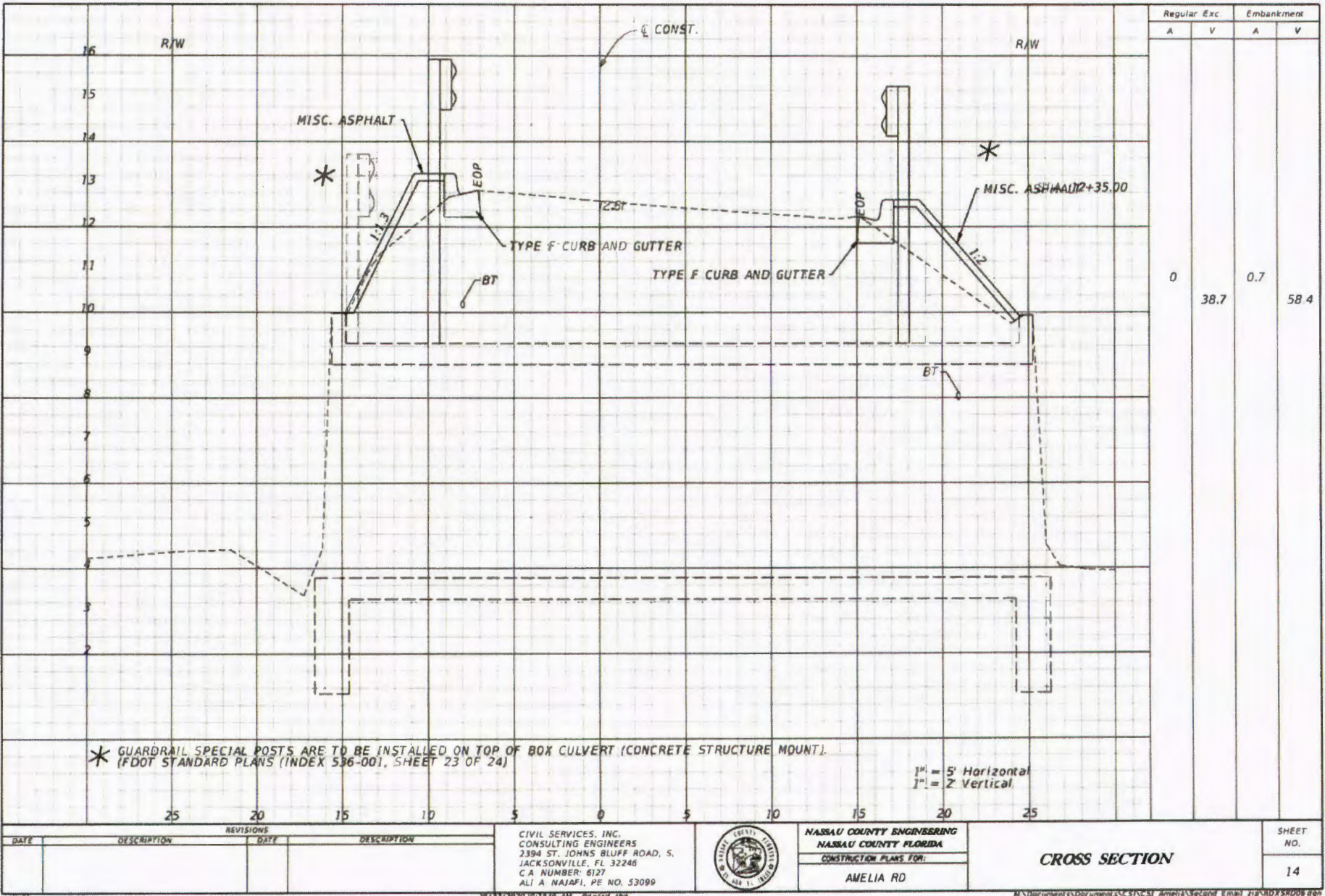
CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHN'S BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C.A. NUMBER: 6127
 ALI A. NAJAFI, PE NO. 53099



NASSAU COUNTY ENGINEERING
 NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR
 AMELIA RD

CROSS SECTION

SHEET NO.
13



* GUARDRAIL SPECIAL POSTS ARE TO BE INSTALLED ON TOP OF BOX CULVERT (CONCRETE STRUCTURE MOUNT).
 (FDOT STANDARD PLANS (INDEX 536-00), SHEET 23 OF 24)

1" = 5' Horizontal
 1" = 2' Vertical

REVISIONS	
DATE	DESCRIPTION

CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C A NUMBER: 6127
 ALI A NAJAFI, PE NO. 53099

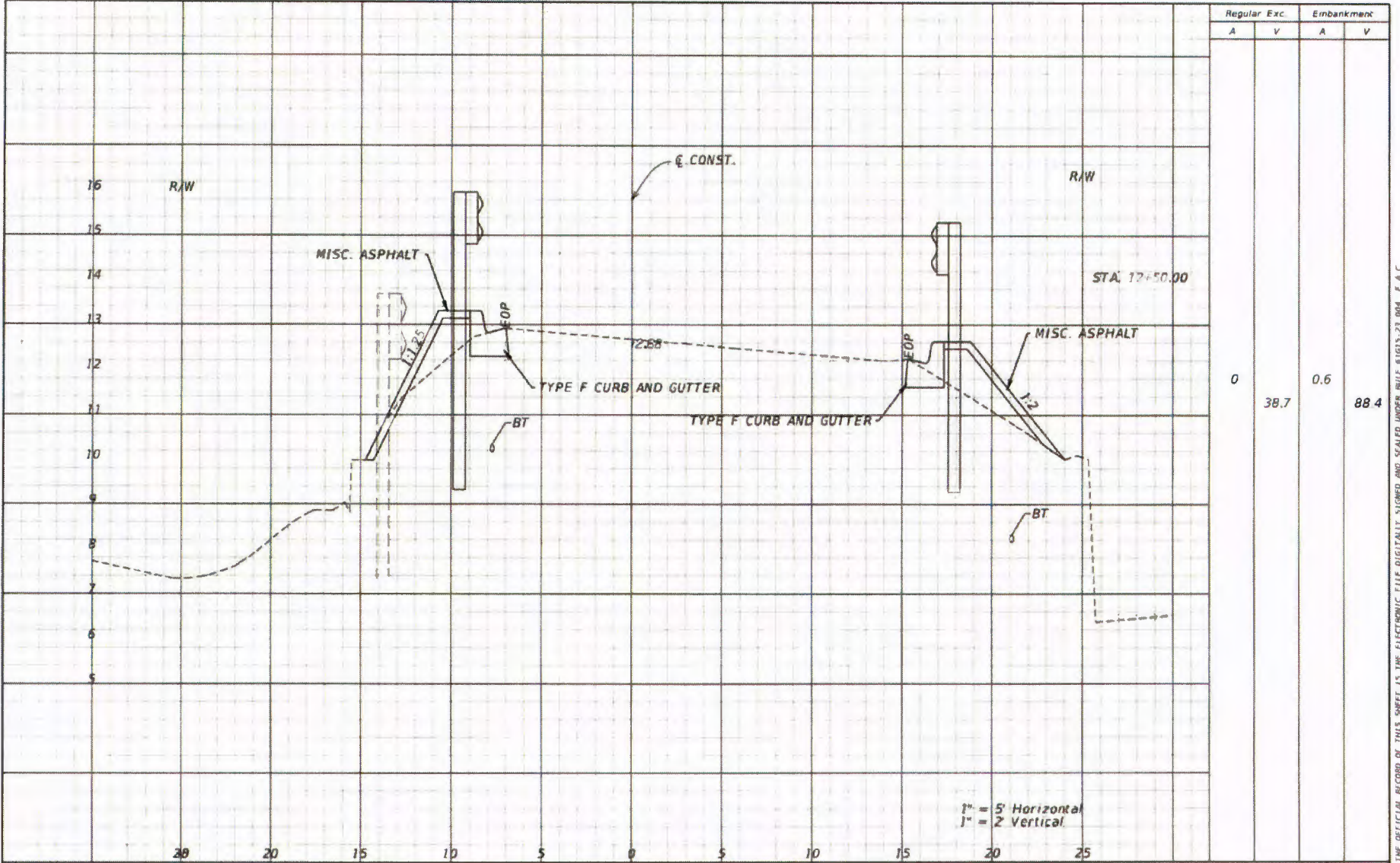


NASSAU COUNTY ENGINEERING
 NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
 AMELIA RD

CROSS SECTION

SHEET NO.
14

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Regular Exc.		Embankment	
A	V	A	V
0	38.7	0.6	88.4

REVISIONS	
DATE	DESCRIPTION

CIVIL SERVICES, INC.
CONSULTING ENGINEERS
2394 ST. JOHNS BLUFF ROAD, S.
JACKSONVILLE, FL 32246
C.A. NUMBER: 6127
ALI A. NAJAFI, PE NO. 53099

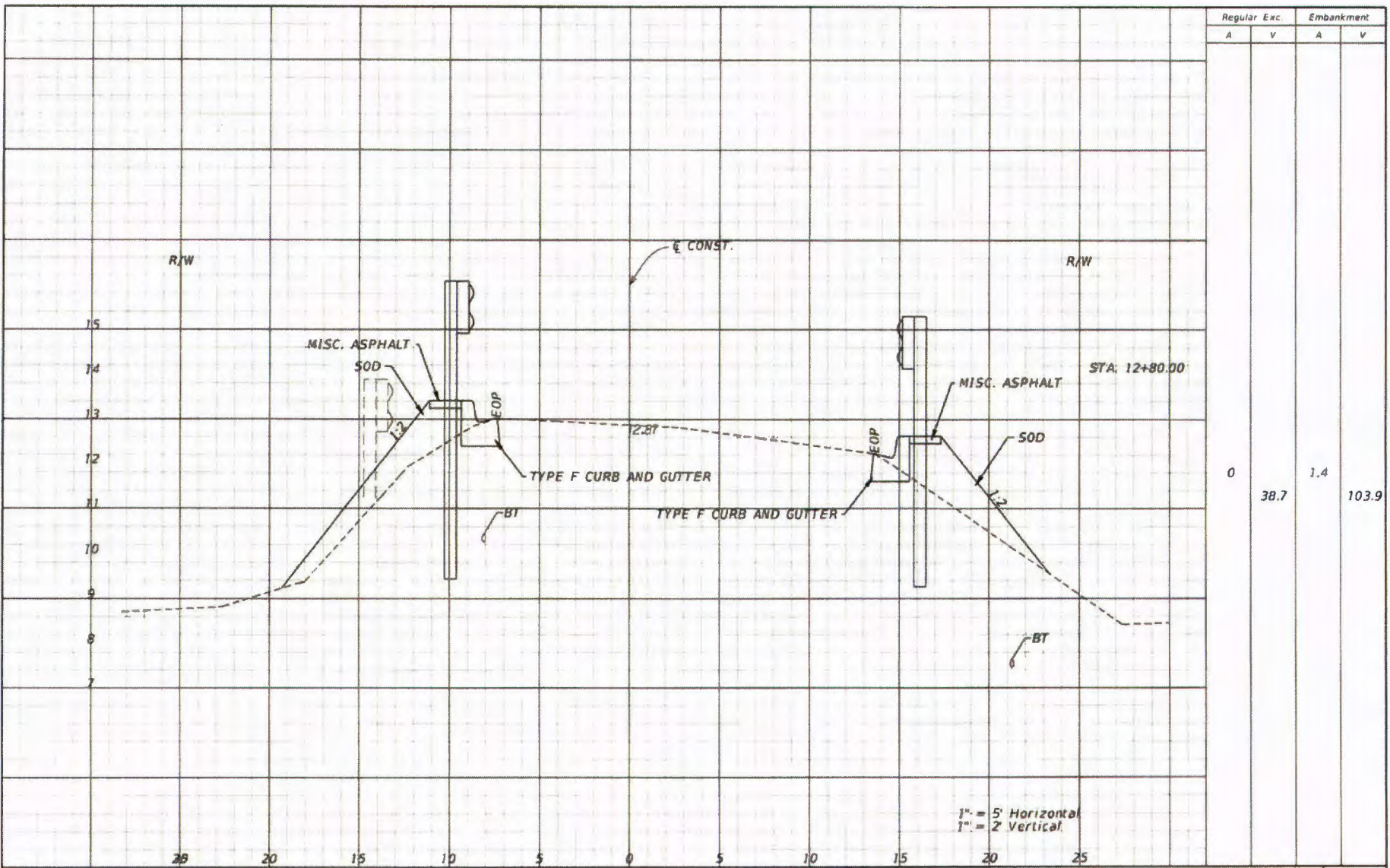


NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
CONSTRUCTION PLANS FOR:
AMELIA RD

CROSS SECTION

SHEET NO.
15

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Regular Exc.		Embankment	
A	V	A	V
0	38.7	1.4	103.9

REVISIONS	
DATE	DESCRIPTION

CIVIL SERVICES, INC.
CONSULTING ENGINEERS
2394 ST. JOHNS BLUFF ROAD, S.
JACKSONVILLE, FL 32246
C.A. NUMBER: 6127
ALI A. NAJAFI, PE NO. 53099

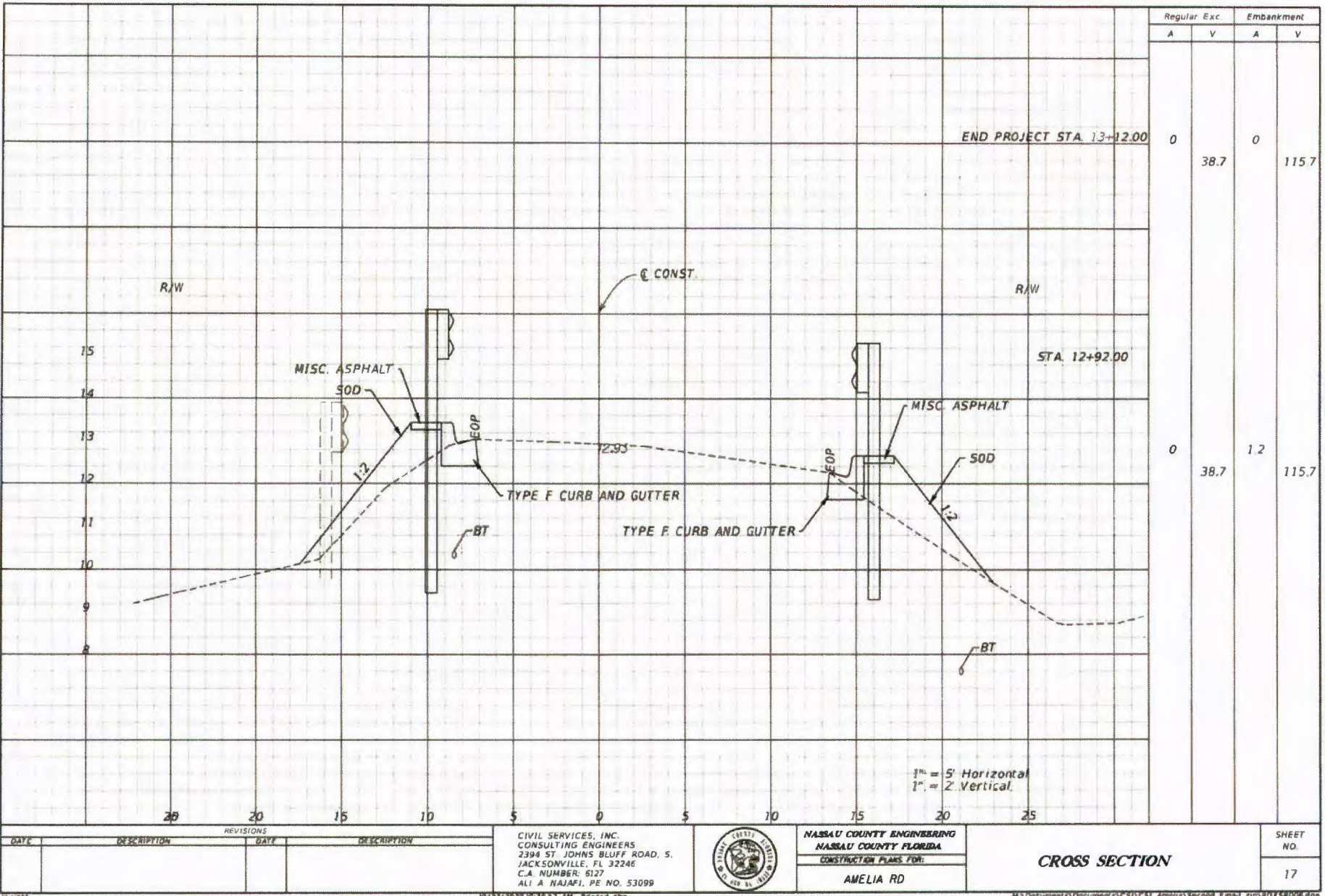


NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
CONSTRUCTION PLANS FOR:
AMELIA RD

CROSS SECTION

SHEET NO.
16

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REVISIONS	
DATE	DESCRIPTION

CIVIL SERVICES, INC.
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S.
 JACKSONVILLE, FL 32246
 C.A. NUMBER: 6127
 ALI A. RAJAFI, PE NO. 53099

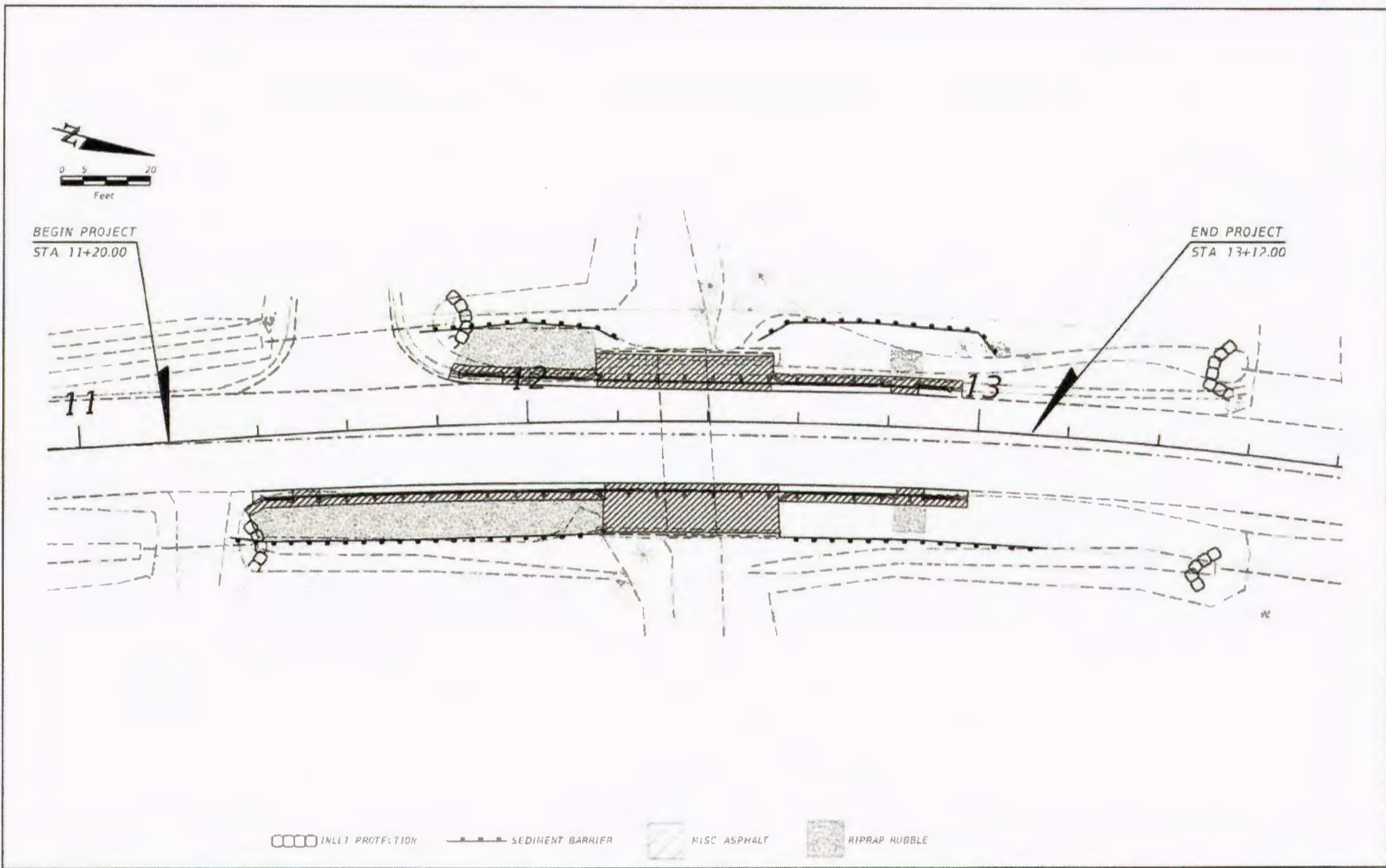


NASSAU COUNTY ENGINEERING
 NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
 AMELIA RD

CROSS SECTION

SHEET NO.
 17

THIS IS THE ORIGINAL RECORD OF THIS SHEET. THIS SHEET IS THE ELECTRONIC FILED DIGITALLY SIGNED AND SEALED UNDER PUBLIC LAW 104-139, 11/19/98.



INLET PROTECTION
 SEDIMENT BARRIER
 MISC ASPHALT
 RIPRAP RUBBLE

REVISIONS	
DATE	DESCRIPTION

CIVIL SERVICES, INC
 CONSULTING ENGINEERS
 2394 ST. JOHNS BLUFF ROAD, S
 JACKSONVILLE, FL 32246
 C.A. NUMBER: 6127
 ALI A. NAJAFI, PE NO. 53099



NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
 CONSTRUCTION PLANS FOR:
AMELIA RD

EROSION CONTROL SHEET

SHEET NO.
18

INDEX OF SUMMARY OF QUANTITIES

SHEET NO.	SHEET DESCRIPTION
SQ-1	SUMMARY OF LUMP SUM ITEMS
SQ-1	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-1	SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES
SQ-2	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
SQ-2	SUMMARY OF EARTHWORK
SQ-2	SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT
SQ-3	SUMMARY MISCELLANEOUS DRAINAGE ITEMS
SQ-3	SUMMARY OF GUARDRAIL
SQ-3	SUMMARY OF PERFORMANCE TURF

SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		CONSTRUCTION REMARKS
		P	F	
0101	MOBILIZATION		1	

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL	P	F		
			DAYS	P	P	DAYS	P	P	P	F		
0102	MAINTENANCE OF TRAFFIC (90 Construction Days)	LS							1			
0102 60	WORK ZONE SIGN	ED	45	16	720	45	16	720	1440			
0102 74	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	45	15	675	45	15	675	1350			
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN	EA	7	2	14				14			

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION STA. TO STA.	SIDE	AREA ID	SEDIMENT BARRIER		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
			0104 10 3		0104 18			
			LF		EA			
			P	F	P	F		
11+38.28 TO 12+14.87	RT		81.5					
11+76.86 TO 12+20.12	LT		44.8					
12+50.71 TO 13+02.79	LT		56.5					
12+56.49 TO 13+17.17	RT		59.3					
11+38.28	RT				1			
11+85.85	LT				1			
13+50.00	LT				1			
13+50.00	RT				1			
TOTAL			242.7		4.0			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CIVIL SERVICES, INC.
CONSULTING ENGINEERS
2394 ST. JOHNS BLUFF ROAD, S.
JACKSONVILLE, FL 32246
C.A. NUMBER: 6127
ALI A. NAJAFI, PE NO. 53099



NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
CONSTRUCTION PLANS FOR:
AMELIA RD

SUMMARY OF QUANTITIES		SHEET NO.
		SQ-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 19J.01613-3-2004

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		CONSTRUCTION REMARKS
		STA.	TO STA.				AREA (AC)	P	F	P	F	
0110 1 1	CLEARING AND GRUBBING	11+80.96	TO 12+97.7	LT		LS	0.05	1		1		
		11+33.33	TO 13+01.09	RT		LS	0.04					
TOTAL							0.09					

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
	BORROW EXCAVATION, TRUCK MEASURE	39		STA 11+20.00 TO STA 13+12.00	
	FILL SHRINKAGE ADJUSTMENT (20%) (42 X 0.20)	8			
	TRUCK ADJUSTMENT (20%) ((42+8) X 0.25)	12			
	SUB-TOTAL WITH FILL ADJUSTMENT	19			
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE (WITH TRUCK ADJUSTMENT)	58			
0120 6	EMBANKMENT	116		STA 11+20.00 TO STA 13+12.00	

SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT

LOCATION	SIDE	AREA ID	THICK (IN)	UNDER GUARDRAIL		CONSTRUCTION REMARKS
				0339 1		
				TN		
STA. TO STA.				P	F	
11+35.99 TO 12+98.48	RT		2	7.30		
11+83.35 TO 12+95.77	LT		2	4.90		
TOTAL			12.2			

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY	TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA.	TO STA.				GROSS LENGTH	P	F		
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	11+37.97	TO 11+46.95	RT		LF	9.5	10			
		11+52.94	TO 12+16.91	RT		LF	64.0	64			
		11+83.24	TO 11+94.79	LT		LF	12.2	12			
		12+00.72	TO 12+15.60	LT		LF	15.7	16			
		12+53.88	TO 12+80.29	LT		LF	27.3	27			
		12+55.95	TO 12+82.63	RT		LF	27.1	27			
		12+86.23	TO 12+95.87	LT		LF	10.0	10			
		12+88.72	TO 12+98.58	RT		LF	10.0	10			
		TOTAL							176		

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

CIVIL SERVICES, INC.
CONSULTING ENGINEERS
2394 ST. JOHN'S BLUFF ROAD, S.
JACKSONVILLE, FL 32246
C.A NUMBER: 6127
ALI A. NAJAFI, PE NO. 53099



NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
CONSTRUCTION PLANS FOR:
AMELIA RD

SUMMARY OF QUANTITIES

SHEET NO.
SQ-2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61D15-2.004, F.A.C.

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				P	F	P	F		
530-3-3	RIPRAP RUBBLE (BANK AND SHORE)	11+36.84	TO 12+16.33	RT	TN	37.7				A=584.2 SF x 1 FT = 584.2 CF 384.2 x 2.3 x 62.4 x W = 75,459.9 TB = 37.7 TN	
		11+84.30	TO 12+15.57	LT	TN	1/6				A=272.9 SF x 1 FT = 272.9 CF 272.9 x 2.3 x 62.4 x W = 35,249.9 TB = 17.6 TN	
		12+79.82	TO 12+86.94	LT	TN	2.8				A=43.1 SF x 1 FT = 272.9 CF 272.9 x 2.3 x 62.4 x W = 5,567.1 TB = 2.7 TN	
		12+82.18	TO 12+89.24	RT	TN	2.7				A=42.0 SF x 1 FT = 272.9 CF 42.0 x 2.3 x 62.4 x W = 5,425.1 TB = 2.7 TN	
					TOTAL	50.8					

SUMMARY OF GUARDRAIL

LOCATION	SIDE	GUARDRAIL (GENERAL TL-3)	SPECIAL GUARDRAIL POST (STEEL)	END TREATMENT (PARALLEL)	GUARDRAIL REMOVAL	CONSTRUCTION REMARKS	
STA. TO STA.		0536 1 1		0536 7 2	0536 85 24		0536 73
		LF	EA	EA	LF		
11+86.74 TO 12+92.03	LT	105.3	5	2			
11+41.22 TO 12+94.92	RT	153.7	5	2			
11+84.37 TO 13+07.07	LT				125.1		
	SUB-TOTAL	259.0	10	4	125.1		
	TOTAL	259	10	4	125		

SUMMARY OF PERFORMANCE TURF

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF (SOD)	DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.					0570 1 2		
					SY		
12+56.42 TO 12+98.60	RT		41.52	9.15	36.0		
12+54.26 TO 12+79.86	LT		25.93	5.96	17.2		
12+86.93 TO 12+95.64	LT		8.84	5.96	33.4		
	SUB-TOTAL				86.6		
	TOTAL				87		

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

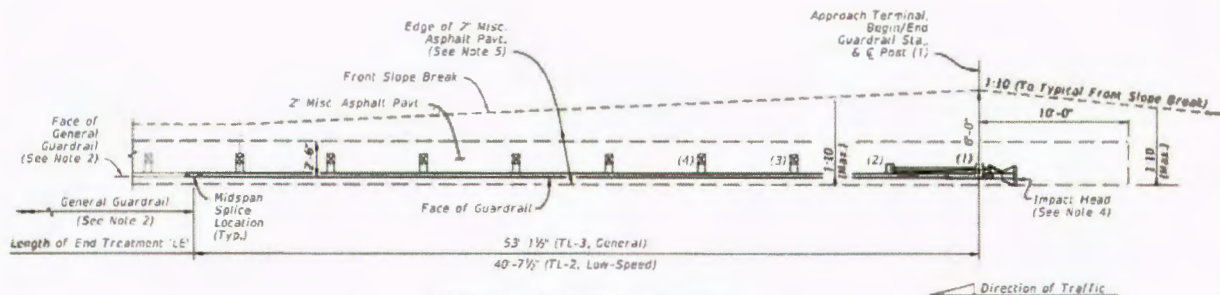
CIVIL SERVICES, INC.
CONSULTING ENGINEERS
2394 ST. JOHNS BLUFF ROAD, S.
JACKSONVILLE, FL 32246
C.A. NUMBER: 6127
ALI A. NAJAFI, PE NO. 53099



NASSAU COUNTY ENGINEERING
NASSAU COUNTY FLORIDA
CONSTRUCTION PLANS FOR:
AMELIA RD

SUMMARY OF QUANTITIES

SHEET NO.
SQ-3



**APPROACH TERMINAL ASSEMBLY
'PARALLEL' TYPE - PLAN VIEW**

NOTES:

1. **INSTALLATION:** Locate Approach Terminals where called for in the plans, with the Post (1) placed at the Begin/End Guardrail Station indicated in the plans.

The Plan Views shown herein are schematic only, showing basic geometry for Approach Terminals listed on the APL. The predefined Length of End Treatment, "LE", includes the proprietary portion of various Approach Terminals and provides for more consistent planning of assembly installations across the differing Approach Terminal types. Forward-anchoring style Approach Terminals may vary from the planned lengths shown by up to 3'-0".

Construct Approach Terminals as shown in the APL and in accordance with the manufacturer's unique drawing details, procedures, and specifications.

Install posts in accordance with the manufacturer's drawings. The Special Posts on Sheet 23, including Special Steel Posts, Encased Posts, and Frangible Leave-Outs, are not permitted within the Approach Terminal segment unless otherwise called for in the plans.

Align panel lap splices in accordance with the manufacturer's drawings, regardless of the direction of traffic.

Install adjacent grading, gutters, and/or curbing as shown herein.

2. **GENERAL GUARDRAIL:** General Guardrail typically includes Panels and Post Spacing as shown on Sheet 2, including parallel and tapered segments.

Approach Transitions, Low-Speed Guardrail, or Reduced Post Spacing Guardrail segments may be substituted for the General Guardrail shown herein if indicated in the plans.

3. **APPROACH TERMINAL TEST LEVEL:** Install either a Test Level 3 (TL-3) or Test Level 2 (TL-2) Approach Terminal as specified in the plans. TL-3 Approach Terminals may substitute for TL-2 Approach Terminals unless the substitution is specifically prohibited in the plans. TL-2 Approach Terminals may not substitute for TL-3 installations.

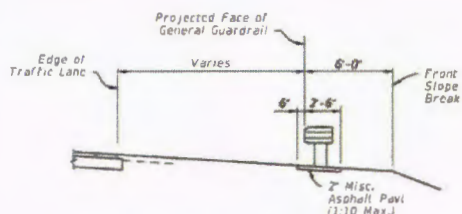
4. **IMPACT HEAD END DELINEATOR:** Apply Yellow Retroreflective Sheeting to the nose of the End Terminal in accordance with Specification 536.

5. **2" MISCELLANEOUS ASPHALT PAVEMENT:** The Plan View depicts the Unpaved Shoulder condition. For Fully Paved Shoulder and Shoulder Gutter conditions, extend the 2" Misc. Asphalt Pavement as shown in the corresponding Section at Post (1) details below.

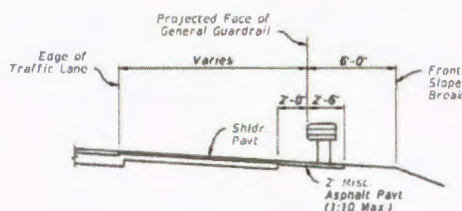
The 2" Misc. Asphalt Pavement shown upstream of Post (1) may be substituted with a different pavement type where called for in the Plans.

6. **CLEAR AREA REQUIREMENT:** Do not place any permanent aboveground installations within the areas shown with 1:10 maximum grading. For the finished condition, keep this area free of all aboveground obstructions, including dense vegetation and trees.

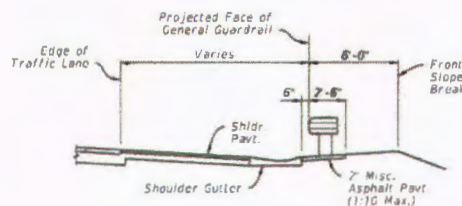
7. **'CURBED' AND 'DOUBLE FACED' GUARDRAIL SEGMENTS:** See Sheet 8.



**SECTION AT POST (1)
WITH UNPAVED SHOULDER**



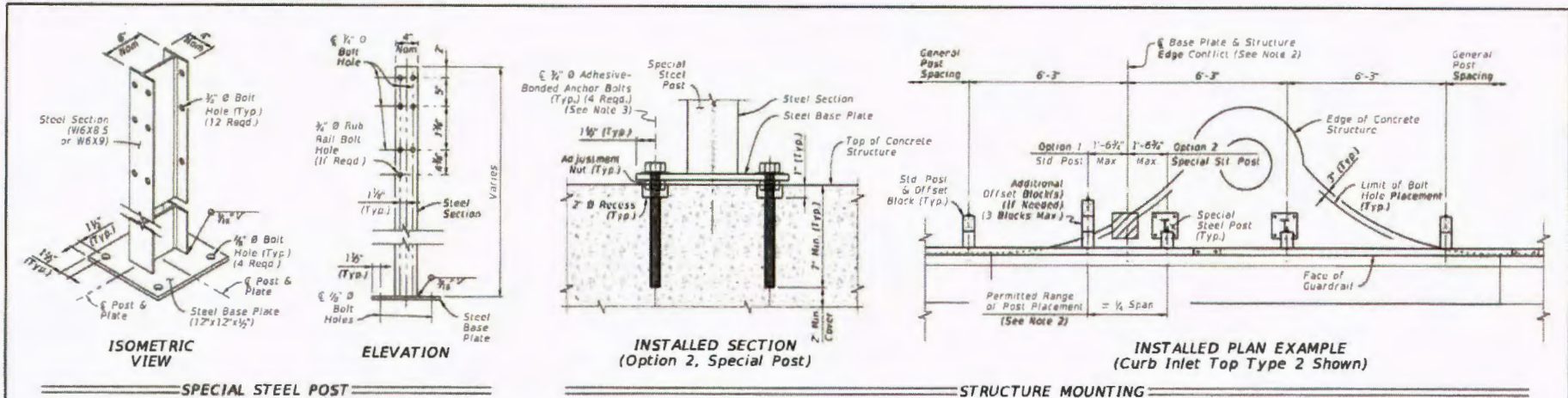
**SECTION AT POST (1)
WITH FULLY PAVED SHOULDER**



**SECTION AT POST (1)
WITH SHOULDER GUTTER**

**END TREATMENT -
APPROACH TERMINAL
GEOMETRY - PARALLEL**

LAST REVISION 11/01/19	DESCRIPTION:	FY 2020-21 STANDARD PLANS	GUARDRAIL	INDEX 536-001	SHEET 7 of 24
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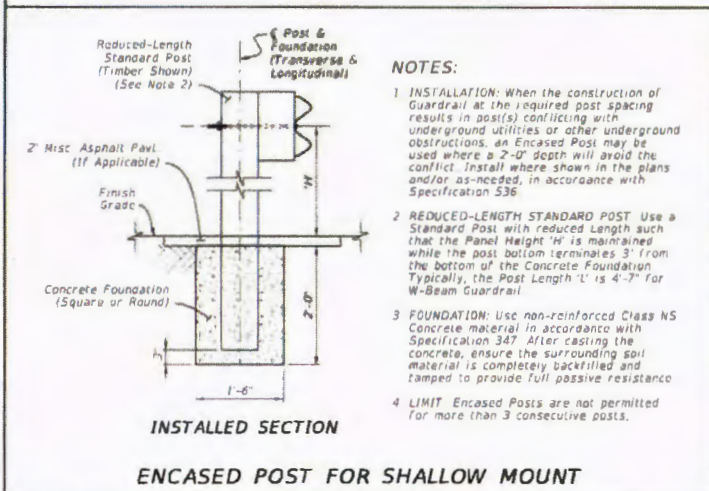


NOTES:

- INSTALLATION:** When the construction of Guardrail at the required post spacing results in post(s) located atop culverts, inlets, pier footings, or similar concrete structures, a Special Steel Post may be substituted for a Standard Post. Install where shown in the plans and/or as-needed, in accordance with Specification 536.
- EDGE CONFLICT:** When a required post location causes an Edge Conflict with the structure, where the Steel Base Plate is not located entirely on the structure at least 3" from the Edge of Concrete, the longitudinal post location may be altered by up to 1'-6 3/4" (Quarter Span) from the original required spacing location to prevent the Edge Conflict. With the post location adjusted, use a Std. Post mounted in soil (Option 1) or a Special Steel Post with its Base Plate mounted entirely on the structure (Option 2). Maintain the original required spacing locations upstream and downstream of the structure.

- BASE PLATE MOUNT:** Install Special Steel Posts as shown using steel Adhesive-Bonded Anchor Bolts in accordance with Specification 536. Use 3/4" Hex-Head Bolts for structures less than 9" deep as defined in the Specification.
- PANEL MOUNT TO ADJUSTED POST:** Punch additional 3/4"x2 1/2" Post Bolt Slot(s) in the W-Beam or Thrie-Beam Panel only where needed to mount the panel to a post in an adjusted location. Meet the Panel Post Bolt Slots requirements of Specification 536.
- MATERIALS:** Use steel base plates in accordance with Specification 536.

SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT



NOTES:

- INSTALLATION:** When the construction of Guardrail at the required post spacing results in post(s) conflicting with underground utilities or other underground obstructions, an Encased Post may be used where a 2'-0" depth will avoid the conflict. Install where shown in the plans and/or as-needed, in accordance with Specification 536.
- REDUCED-LENGTH STANDARD POST:** Use a Standard Post with reduced Length such that the Panel Height 'H' is maintained while the post bottom terminates 3" from the bottom of the Concrete Foundation. Typically, the Post Length 'L' is 4'-7" for W-Beam Guardrail.
- FOUNDATION:** Use non-reinforced Class NS Concrete material in accordance with Specification 347. After casting the concrete, ensure the surrounding soil material is completely backfilled and tamped to provide full passive resistance.
- LIMIT:** Encased Posts are not permitted for more than 3 consecutive posts.

NOTES:

- INSTALLATION:** When the construction of Guardrail at the required post spacing results in post(s) placed within a concrete surface (typically a sidewalk), use a Frangible Leave Out around the post base as shown. Install where shown in the plans and/or as-needed, in accordance with Specification 536.
Use Standard steel posts. Timber posts are not permitted for frangible leave outs.
For the required 1'-6" x 1'-6" Leave-Out, smoothly cut the existing concrete surface or form-up the square shape when an application has new surrounding concrete.
Ensure Flowable Fill surface is smooth and even with the adjacent concrete surface.
- MATERIALS:** Use Non-Excavatable Flowable Fill in accordance with Specification 121, not to exceed 150 psi.

FRANGIBLE LEAVE-OUT FOR CONCRETE SURFACE MOUNT

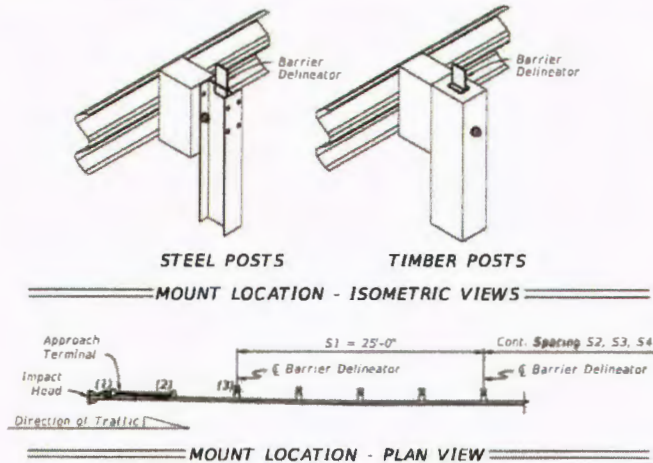
LAST REVISION 11/01/19	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	GUARDRAIL	INDEX 536-001	SHEET 23 of 24
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NOTES:

- INSTALLATION:** Install Barrier Delineators as shown in accordance with the plans, with Specifications 536 and 705, and with the manufacturer's design as approved on the APL.
- MATERIALS:** Use materials of the size and type defined for Barrier Delineators in Specification 993.
- COLOR:** Use either white or yellow retroreflective sheeting to match the color of the nearest lanes edge line.
- MOUNT LOCATIONS:** Mount Barrier Delineators atop posts as shown, starting with Post (1) of Approach Terminals and incrementally increasing spacing towards the downstream direction. Install the Barrier Delineators at the following spacing:
 - S1 = 25' x 1 Space
 - S2 = 50' x 1 Space
 - S3 = 75' x 1 Space
 - S4 = 100' x for the Remaining Run

Additionally, place a Barrier Delineator on Post (2) of the Trailing Anchorage or on the post nearest the Rigid Barrier.

- MEDIAN GUARDRAIL:** Install retroreflective sheeting on both sides of the barrier delineator for Guardrail on medians.



BARRIER DELINEATORS

NOTES:

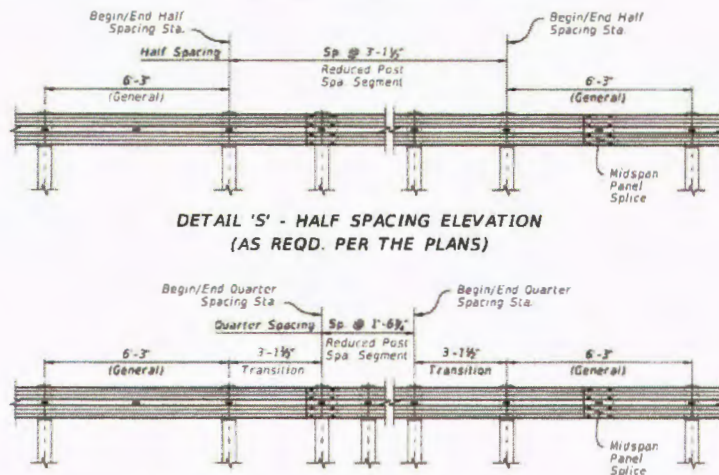
- INSTALLATION:** Work these details with the plans, where Stationing for Begin/End Half Spacing and Begin/End Quarter Spacing are indicated if required.

Where the Begin/End Stations indicated in the plans do not correspond exactly to post locations in construction, extend the Reduced Post Spacing segment to the nearest post(s) before the Begin Station and/or after the End Station called for.

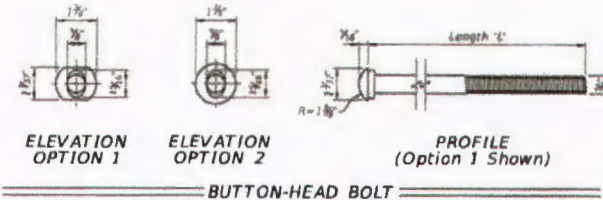
- PANEL SPLICES:** Midspan Panel Splices are not required in Transition and Reduced Post Spacing segments, however they are required for General segments. To place midspan splices in General segments, use one Non-General panel length (9'-4 1/2" or 15'-7 1/2") or add an additional Transition spaced post where required.

- LOW-SPEED GUARDRAIL:** For Reduced Post Spacing with Low-Speed Guardrail (12'-6" post spacing), the Reduced Spacing pattern requires a 6'-3" space between the 12'-6" and 3'-1 1/2" spaces.

- PANEL POST BOLT SLOTS:** For Quarter Spacing configurations, punch additional 3/8"x2 1/2" Post Bolt Slots in the panels only where required for mounting and in accordance with Specification 536.



DETAIL 'S' - HALF SPACING ELEVATION (AS REQD. PER THE PLANS)
DETAIL 'S' - QUARTER SPACING ELEVATION (AS REQD. PER THE PLANS)
REDUCED POST SPACING FOR HAZARDS

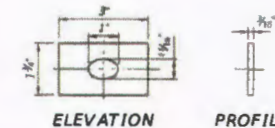


ELEVATION OPTION 1 **ELEVATION OPTION 2** **PROFILE (Option 1 Shown)**

BUTTON-HEAD BOLT



ELEVATION PROFILE **ELEVATION PROFILE**
WASHER **HEX-NUT**



ELEVATION **PROFILE**

RECTANGULAR WASHER (For CRT & Terminal Connectors Where Shown - Install Over Panel Face)

BUTTON-HEAD BOLT LENGTHS:

Application(s):	Length 'L':	Min. Thread Length:
Panel Splice	1 1/2"	Full Length
Steel Post Mount - Single Faced Guardrail	10"	4"
Timber Post Mount - Single Faced Guardrail	18"	4"
Steel or Timber Post Mount - Double Faced Guardrail	25"	4"

NOTES:

- Use nuts, bolts, and washers in accordance with Specification 967.
- For Steel Posts with Double Faced Guardrail, the single 25" Length bolt (one bolt thru both post flanges) may be replaced with two 10" Length bolts (one bolt per post flange).
- Use bolts listed in Table 2 in corresponding locations shown in this Index.

5/8" BUTTON-HEAD BOLT SYSTEM

LAST REVISION 11/01/19	DESCRIPTION:	FY 2020-21 STANDARD PLANS	GUARDRAIL	INDEX 536-001	SHEET 24 of 24
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Exhibit "F"

BID FORM

PROJECT IDENTIFICATION: AMELIA ROAD GUARDRAIL CONSTRUCTION-CULVERT NO. 3401
Bid Number NC21-026
Nassau County, Florida

BID DEADLINE AND OPENING: Wednesday, June 9, 2021 AT 10:00 AM

THIS BID IS SUBMITTED TO: Board of County Commissioners
Nassau County Judicial Annex
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): J.D. Hinson Company
Business address: PO Box 551097 Jacksonville, FL 32255
Phone No.: 904-334-0066 Fax No.: 904-257-2004
Contact Name: David Hinson
Contact Title: President
Contact email address: david@jdhinson.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:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- 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):

Item No.	Pay Item	Pay Item Description	Units	Qty	Cost Per Unit	Total Cost
1	0101 1	MOBILIZATION	LS	1	\$56,654.75	\$56,654.75
2	0102 1	MAINTENANCE OF TRAFFIC	DA	90.00	\$1,102.08	\$99,187.20
3	0102 60	WORK ZONE SIGN	ED	1440	\$0.28	\$403.20
4	1020 74 1	CHANNELIZING DEVICE	ED	1350	\$0.20	\$270.00
5	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN.	ED	14	\$18.89	\$264.46
6	0104 10 3	SEDIMENT BARRIER	LF	242	\$13.23	\$3,201.66
7	0104 18	INLET PROTECTION SYSTEM	EA	4	\$330.63	\$1,322.52
8	0110 1 1	CLEARING AND GRUBBING	AC	0.091	\$223,175.82	\$20,309.00
9	0120 2 2	BORROW EXCAVATION	CY	58	\$210.69	\$12,220.02
10	0120 6	EMBANKMENT	CY	116	\$187.07	\$21,700.12
11	0339 1	MISC. ASPHALT EMBANKMENT	TN	12.2	\$706.97	\$8,625.03
12	0520 1 10	CONCRETE CURB & GUTTER, TYPE F CURB	LF	176	\$69.00	\$12,144.00
13	0530 3 3	RIPRAP RUBBLE (BANK & SHORE)	TN	60.8	\$345.00	\$20,976.00
14	0536 1 1	GUARDRAIL GENERAL TL-3	LF	259	\$70.09	\$18,153.31
15	0536 7 2	SPECIAL GUARDRAIL POST (STEEL)	EA	10	\$218.21	\$2,182.10
16	0536 7 3	GUARDRAIL REMOVAL	LF	125	\$6.61	\$826.25
17	0536 85 24	END TREATMENT (PARALLEL)	EA	4	\$4,152.65	\$16,610.60
18	0570 1 2	PERFORMANCE TURF (SOD)	SY	87.000	\$26.45	\$2,301.15
19	0999 25	INITIAL CONTINGENCY AMOUNT, DO NOT BID	LS	1.00		

BASE BID TOTALTOTAL AMOUNT (ITEMS 1 TO 19) \$ 297,351.37 (Figures)Two Hundred Ninety even Thousand three hundred fifty one & 37/100

(Use Words)

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 ninety (90) 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 thirty (30) calendar days from the date of substantial completion. Total contract time shall be one hundred twenty (120) calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal one hundred twenty (120) 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 13)
- 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/or the Supplementary Conditions.

SUBMITTED on June 9, 20 21.

State Contractor License No. CUC1224922, CGC062284

[Remainder of the page intentionally blank.]

If Bidder is:

An Individual

Name (typed or printed): _____

Signature: _____

Doing business as: _____

Business address: _____

Phone No.: _____

Email: _____

A Partnership

Partnership Name (typed or printed): _____

Signature of General Partner: _____

(Include evidence of authority to sign.)

Doing business as: _____

Business address: _____

Phone No.: _____

Email: _____

A Corporation

Corporation Name: **J.D. Hinson Company**

State of Incorporation: **FL**

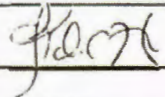
Type (General Business, Professional, Service, Limited Liability): **S Corp**

Signature:  _____

(Include evidence of authority to sign.)

Name (printed): **J. David Hinson**

Title: **President** (CORPORATE SEAL)

Attest:  _____ (Signature of Corporate Secretary)

Business address: **PO Box 551097**

Jacksonville, FL 32255

Phone No.: **904-334-0066**

Email: **david@jdhinson.com**

Date of Qualification to do business is **2014**

A Joint Venture

Joint Venturer Name (typed or printed): _____

Signature of Venture Partner: _____
(Include evidence of authority to sign.)

Doing business as: _____

Business address: _____

Phone No.: _____ Email: _____

Joint Venturer Name (typed or printed): _____

Signature of Venture Partner: _____
(Include evidence of authority to sign.)

Doing business as: _____

Business address: _____

Phone No.: _____ Email: _____

Phone, email address, and postal 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.)

Exhibit "G"

Exhibit "H"



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 9, 2021

J D HINSON COMPANY
PO BOX 551097
JACKSONVILLE, FLORIDA 32255

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Utilities

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Exhibit "I"

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>1,000</u>
2. Special Shoring	\$ <u>500</u>

Identify method of compliance for Item #1: Slope Sides

Identify or attach a copy of Special Shoring requirements for Item #2: Trench Box

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: J.D. Hinson Company

By: [Signature]

Name: J. David Hinson

Title: President

Sworn to and subscribed before me this 9th day of June, 20 21 via physical presence or online notarization by _____ who is personally known to me or produced _____ as identification.

Notary Public

[Signature]



My Commission Expires: 3/17/22

Exhibit "J"

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____

J.D. Hinson Company (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 specifies 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 workplace, 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 workplace through the implementation of a drug free workplace 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

6/9/21

Date Signed

State of Florida, County of Duval

Subscribed and sworn to before me this 9th day of June,

20 21 via physical presence or online notarization by

_____ who is personally

known to me or has produced _____ as

identification.

Notary Public *Kathleen C. Hinson*

My Commission Expires: 3/17/22

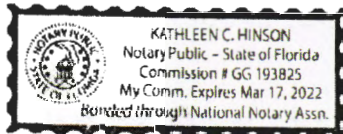


Exhibit "K"

**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 FL
COUNTY OF Duval

Before me, the undersigned authority, personally appeared J. David Hinson, who being
by me first duly sworn, made the following statement:

1. The business address of J. D. Hinson Company
(firm name of Bidder/Contractor)
is PO Box 551097 Jacksonville, FL 32255

2. My relationship to J.D. Hinson Company
(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.)

(Signature)

Subscribed and sworn to before me this 9th day of June,
20 21 via x physical presence or online notarization by
_____ who x is personally
known to me or has produced _____ as
identification.



Notary Public Kathleen C. Hinson
My Commission Expires: 3/17/22

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 184643G

Conforms to Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

J.D. Hinson Company
3375 Agricultural Center Drive
St. Augustine, FL 32092

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

CONSTRUCTION CONTRACT

Date: October 20, 2021
Amount: \$297,351.37
Description: Amelia Road Guardrail Construction-Culvert No. 3401
(Name and location) Bid Number: NC21-026, Nassau County, Florida

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

Inst: 202145043302 Date: 11/19/2021 Time: 3:29PM
Page 1 of 5 B: 2515 P: 1440, Doc Type: UNK
John A. Crawford, Clerk of Court, Nassau County,
By: KN, Deputy Clerk

BOND

Date: November 4, 2021
(Not earlier than Construction Contract Date)
Amount: \$297,351.37
Modifications to this Bond: None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: J.D. Hinson Company

SURETY

Company: Westfield Insurance Company

Signature: _____

Name



Signature: _____

Name Tina Montanez, Attorney-In-Fact



and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

and Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

HUB International Florida
10739 Deerwood Park Blvd., #200
Jacksonville, FL 32256
(904) 398-1234

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

- 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1** Claimants, who do not have a direct contract with the Contractor,
 - .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2** have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2** Pay or arrange for payment of any undisputed amounts.
 - 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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 Construction 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.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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.

16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Section 713.23 and 713.245, Florida Statutes, whichever is applicable, are incorporated by reference herein.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/05/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994372 02

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of JANUARY A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus

By: **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 05th day of JANUARY A.D., 2017, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

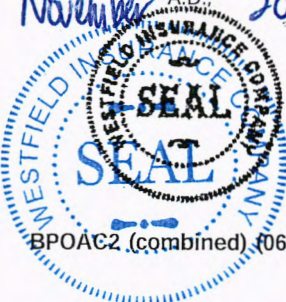
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of

November 2021



Frank A. Carrino

Frank A. Carrino, Secretary

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 184643G

Conforms to Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

J.D. Hinson Company
3375 Agricultural Center Drive
St. Augustine, FL 32092

OWNER:

(Name, legal status and address)

Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

CONSTRUCTION CONTRACT

Date: October 20, 2021
Amount: \$297,351.37
Description:
(Name and location)
Amelia Road Guardrail Construction-Culvert No. 3401
Bid Number: NC21-026, Nassau County, Florida

BOND

Date: November 4, 2021
(Not earlier than Construction Contract Date)
Amount: \$297,351.37
Modifications to this Bond: None

See Section 16

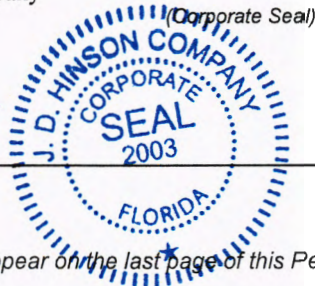
CONTRACTOR AS PRINCIPAL

Company: J.D. Hinson Company

SURETY

Company: Westfield Insurance Company

Signature: _____
Name



Signature: _____
Name Tina Montanez, Attorney-in-Fact



and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

and Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

HUB International Florida
10739 Deerwood Park Blvd., #200
Jacksonville, FL 32256
(904) 398-1234

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

- 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4** 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 the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/05/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 0994372 02

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of JANUARY A.D., 2017 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 05th day of JANUARY A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



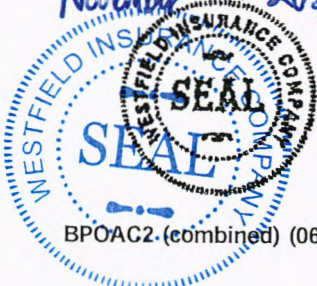
Signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of November A.D., 2021



Signature of Frank A. Carrino, Secretary