#### CM3465

#### AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, and MATOVINA & COMPANY, a Florida Profit Corporation (the "Developer").

#### WITNESSETH:

WHEREAS, the County has determined that certain intersection improvements at William Burgess Boulevard and Harts Road including a roundabout are necessary and should be constructed, the scope of the project is set forth more fully in Section 2 hereinbelow (the "Project"); and

WHEREAS, the Developer has proposed to furnish all labor, materials and professional services for the design, permitting and construction of the Project including all necessary surveying, engineering, mitigation of jurisdictional wetlands, replacement of unsuitable soils, construction of the road and related sidewalks, drainage, directional signage, maintenance of traffic facilities, landscaping, and sodding (collectively, the "Improvements"); and

WHEREAS, all land and temporary construction easements required for the roundabout will be donated to the County by the Developer prior to commencement of construction of the Project, and the Developer has proposed to complete the Improvements pursuant to the terms contained in this Agreement; and

WHEREAS, the parties recognize that the Developer can provide for expedited construction in a more cost effective manner; and

WHEREAS, the County has the authority under Section 336.71, Florida Statutes, "Public-private cooperation in construction of county roads," to enter into an agreement with a private entity to pay for the construction, extension or improvement of a county road or portion thereof from public funds; and

WHEREAS, the Developer has provided to the County a copy of an estimate from a roadway contractor who is willing to contract to complete the improvements; and

WHEREAS, the estimate has been reviewed by the County Engineering Department which has found the estimate to be a reasonable estimate of said construction; and

WHEREAS, the Deputy County Manager / County Engineer will review all plans and construction contracts to ensure that the construction of the roundabout meets and exceeds all County requirements; and

WHEREAS, pursuant to the requirements of Section 336.71, Florida Statutes, the Nassau County Board of County Commissioners has conducted a noticed public hearing and finds that: (1) the Project is in the best interest of the public; (2) the Project will only use County funds for portions of the Project that will be part of the County road system; (3) the Project has adequate safeguards to ensure that additional costs or unreasonable service disruptions are not realized by the traveling public and citizens of the state; (4) upon completion, the Project will be a part of the County road system owned by the County; and (5) the Project will result in a financial benefit to the public by completing the Project at a cost to the public significantly lower than if the Project were constructed by the County using the normal procurement process.

WHEREAS, the Developer has already contributed to the County, in cash and through payment of design, surveying and permitting costs, the amount of Four Hundred Two Thousand and NO/100 Dollars (\$402,000.00), pursuant to the requirements of PUD zoning R18-016 and has satisfied the requirements for Developer's financial contribution to the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement and other valuable consideration, the County and the Developer agree as follows:

### Section1. Recitals and Findings.

**1.1** Recitals and findings incorporated. The foregoing recitals and findings are true and correct and are incorporated into this Agreement by this reference and shall be deemed to have the same force and effect as if fully set forth herein.

#### Section 2. Scope of Project.

- **2.1** Authorization. The County hereby authorizes the Developer to complete the Project and the Developer agrees to do so subject to the terms and conditions of this Agreement including the reimbursement of the Project costs by the County to the Developer.
- 2.2 Design. The Developer has caused the Improvements to be designed by an engineer (the "Engineer") which design includes such surveying, testing and inspections of the Project as the Developer or its Engineer deem necessary for the Project's design. The Developer has selected J Lucas and Associates, Inc., as its Engineer for the Project. The Developer may designate other or additional Engineers for the Project by written notice to the County. The Engineer has produced the plans and specifications for the Project listed in the attached Exhibit A (collectively, the "Plans"), which are consistent with the County's Roadway and Drainage Standards, Appendix D, Ordinance No. 99-17, and the State of Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (collectively, the "Standards"), and have been approved by the County. The Plans may thereafter be modified by the Developer with the County's written approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as the modifications are (i) generally consistent with the design shown in Exhibit

A, (ii) are in compliance with the Standards and (iii) do not materially increase the County's cost of maintaining the Project upon its completion.

- 2.3 Permits. The Developer has obtained all necessary governmental approvals and permits (collectively the "Permits") but the County approval for the Project has expired. The County shall be solely responsible for the required approval of the Plans by the County prior to Developer beginning construction of the Project. In addition, the County shall be responsible for waiver or payment of all inspection, permitting and other fees required for the County approval of the Plans and the commencement of the Project. Prior to the commencement of the construction of the Project, the Developer shall provide, directly or through one or more of its contractors (each, a "Contractor"), payment and performance bond(s) (collectively, the "Bond") to and in favor of the County issued by a surety or sureties licensed in the State of Florida (collectively, the "Surety") in the aggregate amount of the total Final Project Cost to be paid to the Contractors as defined in Section 3 hereinbelow, meeting all applicable legal requirements for such bonds, and conditioned upon (i) the complete and proper construction of the Improvements in accordance with this Agreement, and (ii) the payment in full of all Contractors, subcontractors, suppliers and others (each, a "Claimant") furnishing labor, services or materials for the completion of the Project.
- 2.4 Construction. The Developer shall cause the Improvements to be constructed in a good and workmanlike manner in accordance with the Plans and Permits. In addition to its normal construction inspection procedures, the County may engage at the County's expense a construction engineering inspector (the "CEI") who may inspect the construction of the Improvements (the "Work") at any time and shall receive from the Developer advance notice of all third-party inspections and tests, plus copies of all certifications and test reports prepared by third parties as required by the Plans and Standards. The CEI shall also receive advance notice and have the right to attend preconstruction and progress meetings between the Developer and its Contractors. The Deputy County Manager / County Engineer (the "County Representative") shall be authorized to stop Work at any time if it is determined that the Improvements have not been constructed according to the Plans and Standards. The Developer or its Contractors shall be responsible for preparing and executing appropriate maintenance of traffic, temporary roadway construction for detours, and storm water pollution prevention plans for the Project.
- 2.5 Completion Schedule. The Project shall be completed by the Developer within twelve (12) months after the issuance of the Permits in accordance with a Project schedule to be proposed by the Developer and approved by the Engineer and the County prior to the commencement of the Improvements (the "Completion Schedule"), subject to adjustment as set forth below. The County shall not unreasonably withhold, condition or delay its approval of the Completion Schedule, or any subsequent revisions of the Completion Schedule proposed by the Developer on a day-for-day basis caused by (i) the lack of necessary temporary construction easements, (ii) interference by third parties beyond the Developer's control (i.e., third parties other than the Contractor, subcontractors, or their vendors or suppliers), or (iii) the effects of rain or other inclement weather conditions, or adverse soil conditions related to such rains or other inclement weather conditions, that prevent the Contractor from productively performing controlling items of Work resulting in

the Contractor being unable to work at least fifty percent (50%) of the normal work day on predetermined controlling Work items due to such adverse weather conditions (collectively, "Excusable Delays"). No additional compensation or increase in the Reimbursement, as defined in Section 3 hereinbelow, by the County to Developer will be made for Excusable Delays. Proposed revisions of the Completion Schedule shall be submitted monthly by the Developer to the County Representative and CEI, if and to the extent Excusable Delays are encountered. The Developer shall establish the working hours for its Contractors based on the Completion Schedule after coordination with the County Representative to minimize disruptions to traffic.

## Section 3. Project Cost; Developer's Share of Cost; Payment Schedule.

- 3.1 Project Cost; Developer's Share of Cost. The estimated cost of the Project is One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Estimated Cost"). The parties agree that the Developer will be rebidding the Project and that the estimated cost of the Project may increase or decrease depending on the ultimate bid award (the "Final Project Cost"). If the Final Project Cost exceeds One Million Six Hundred Thousand Dollars (\$1,600,000.00) then the parties agree to amend this Agreement to reflect the actual Final Project Cost. Notwithstanding the rebidding of the Project and the Final Project Cost, the parties agree that the Developer's share of the Final Project Cost shall be Four Hundred Two Thousand Dollars (\$402,000.00) (the "Developer's Share of Cost") and that the Developer has already paid its cost through the non refundable payment of cash to the County and the payment of Design and Permitting costs associated with the Project. The County further agrees that the County shall be responsible and shall reimburse Developer for all costs of the Project (the "County Reimbursement"). The Final Project Cost shall include the cost for construction, project supervision, services provided by the Engineer during and after construction and any other direct costs incurred to complete the Project by Developer.
- **3.2** *Payment Schedule.* The Payment Schedule for the reimbursement of Developer by the County shall made as follows:
  - 3.2.1 Schedule of Values. Before the Developer submits its first draw request to the County for payment, the Developer shall provide a schedule of values to the Engineer and the County prepared in such form and supported by such data to substantiate its accuracy as the County may reasonably require. This Schedule of Values shall be subject to the County's approval, which shall not be unreasonably withheld, conditioned or delayed, and it shall thereafter be used as the basis for reviewing the Developer's draw requests for progress payments and final payment of the County Reimbursement.
  - 3.2.2 *Draw Requests.* On or before the first day of each calendar month (or at such other date of the month as the parties may hereafter agree), the Developer shall submit to the Engineer and to the County Representative or designee an itemized request for such payment (each, a "Draw") prepared

in accordance with the Schedule of Values for those portions of the Project which are then complete. The Draw shall be supported by such data substantiating the Developer's right to payment as the County may reasonably require, including copies of requisitions from the Developer's Contractors, suppliers, the Engineer, project managers, surveyors and other vendors employed by the Developer for the completion of the Project and it shall reflect a retainage of five percent (5%) for payments to Contractors until "Substantial Completion" is certified as described in Section 3.2.10 below.

- **3.2.3** *Materials and Equipment.* Payment shall be made to the Developer on account of materials and equipment delivered and suitably stored at the Project site for subsequent incorporation into the Improvements.
- 3.2.4 *Title to Improvements.* In each Draw request, the Developer shall warrant that title to all Improvements covered by that Draw shall pass to the County no later than the time of payment of the Draw. The Developer shall comply with all applicable laws regarding proper payments to the Claimants providing labor, services or materials for the construction of the Improvements, and the Bond shall secure such obligations.
- 3.2.5 Certificate for Payment. The Engineer, with the concurrence of the CEI, shall, within seven (7) days after receipt of a Draw request, either issue to the County a "Certificate for Payment," with a copy to the Developer, for such amount as the Engineer determines is properly due, or notify the Developer and County in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 3.2.6 below. The issuance of a Certificate of Payment will constitute a representation by the Engineer to the County, based on the Engineer's evaluation of the Work and the data accompanying the Draw request, that to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Plans and Standards. The foregoing representations are subject to an evaluation of the Work for conformance with the Plans upon Substantial Completion (i.e., the stage at which the Work can be legally and practically used for its intended purpose), to the results of subsequent tests and inspections, to correction of minor deviations from the Plans prior to final completion, and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Developer is entitled to payment in the amount certified.
- **3.2.6** *Withholding Certification*. The Engineer, with the concurrence of the CEI, may withhold a Certificate for Payment in whole or in part, to the extent

reasonably necessary to protect the County, if in the Engineer's opinion the representations to the County required by Section 3.2.5 hereinabove cannot be substantiated. If the Engineer is unable to certify payment in the amount of the Draw request, the Engineer will notify the Developer and County as provided in Section 3.2.5 above. If the Developer and Engineer, with the concurrence of the CEI, cannot agree on a revised amount, the Engineer, with the concurrence of the CEI, will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the County. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the County from loss for which the Developer is responsible because of defective Work not remedied. When the reason for withholding certification is removed, a Certificate for Payment will be issued by the Engineer, with the concurrence of the CEI, for amount previously withheld.

- 3.2.7 Payment by County. Once the Engineer, with the concurrence of the CEI, has issued a Certificate for Payment, it shall be transmitted to the County Representative for payment within the time required by the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The County Manager or designee shall process the approved Draw request for payment by the County as customary, and shall notify the Engineer when it is paid.
- **3.2.8** Nonconforming Work. The issuance of a Certificate for Payment by the Engineer, the payment of a Draw by the County, or the partial or entire use or occupancy of the Improvements by the County shall not constitute acceptance of any Work that is not in conformance with the Plans and Standards as determined by the Engineer.
- 3.2.9 Nonpayment. If the Engineer does not issue a Certificate for Payment through no fault of the Developer within seven (7) days after receipt of the Draw request, or if the County does not pay the Developer the amount certified by the Engineer within seven (7) days after the date established in this Agreement, then the Developer may, upon seven (7) additional days' written notice to the County and Engineer, stop the Work until payment of the amount owing has been received. In that event, the Completion Schedule shall be extended appropriately, and the County's Reimbursement shall be increased by the amount of the Developer's expenses or damage directly attributable to stopping the Work as permitted by this Section.

- 3.2.10 Substantial Completion. When the Developer considers the Work to be substantially complete, the County or its designee, with input from the Developer, shall promptly prepare and submit to the Engineer a comprehensive punch list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Developer to complete all Work in accordance with the Plans. Upon receipt of the County's punch list, the Engineer and CEI will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Developer's list, which is not sufficiently complete in accordance with the Plans so that the County can use the Work for its intended purpose, the Developer shall, before issuance of a Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer or CEI. In that case, the Developer shall then submit a request for another inspection to determine Substantial Completion once the deficient item has been completed or corrected.
- 3.2.11 Certificate of Substantial Completion. When the Work is substantially complete, the Engineer, with the concurrence of the CEI, will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the time within which the Developer shall finish all items on the punch list accompanying the Certificate of Substantial Completion. Warranties required by this Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the County and the Developer for their written acceptance, which shall not be unreasonably withheld, delayed or conditioned. Upon acceptance by the County of the Certificate of Substantial Completion and receipt of consent of the surety issuing the Bond, the County shall make payment of the remainder of the County's Reimbursement, , applying to such accepted items of Work. Such payment shall be adjusted for Work that is still incomplete or not in accordance with the requirements of the Plans, which shall be retained until such items of Work are finally completed and accepted.
- 3.2.12 Final Completion. The Developer shall fully and finally complete the Work within sixty (60) days after the acceptance of the Certificate of Substantial Completion by the County, subject to Excusable Delays. Upon receipt of the Developer's written notice that the Work is ready for final inspection and acceptance, accompanied by the Developer's final Draw request, the Engineer and CEI shall promptly inspect the Work and, when the Engineer, with the concurrence of the CEI, finds the Work acceptable

under the Plans and the Standards, the Engineer shall promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of this Agreement, the Plans and the Standards, and that the entire remaining balance of the County's Reimbursement is then due and payable to the Developer ("Final Completion"). The final Draw including retainage shall not be paid by the County until (i) the Developer submits to the Engineer the consent of the surety which issued the Bond and the close-out documents required by Section 5.1 hereinbelow, and (ii) the Nassau County Board of County Commissioners has authorized acceptance of the Work.

#### Section 4. Project Coordination; Notices.

4.1 Project Coordination; Notices. Prior to commencement of the Work, the County and the Developer shall designate in writing the individuals to whom all official notices and demands should be delivered under this Agreement, which designations may be changed from time to time by notice to the other party in writing. All such official notices and demands shall be delivered to the person(s) and address(es) designated by the receiving party in accordance with the proceeding sentence, either by hand delivery or by recognized courier such as Federal Express or UPS, with a written receipt evidencing delivery, and such notice shall be effective upon receipt. In addition, the parties agree to designate from time to time, by official written notice, the individuals who are authorized to represent the parties and supervise or coordinate the Project on a day-to-day basis consistent with the terms of this Agreement.

## Section 5. Project Close Out.

- **5.1** *Project Close-out.* Upon Final Completion of the Work, as a condition of the final Draw request, the Developer shall provide to the County, subject to the County's reasonable approval and acceptance, the following:
  - 5.1.1 As-Builts. The Developer shall cause a complete set of as-built Plans which shall be certified by the Engineer, together with copies of all approved shop drawings and other required maintenance and operation manuals and certifications to be provided to the County Representative, in such form and detail as the County customarily requires for similar work within County rights-of-way.
  - **5.1.2** Easements. The Developer shall prepare a nonexclusive easement agreement in favor of the County as indicated in the plans for the purpose of providing temporary traffic control and detour routes

prior to the commencement of construction of the Project. All such easement agreements shall be subject to approval by the County Attorney and execution or joinder by the Developer and the County, as appropriate. Upon approval of the final Certificate for Payment and acceptance of the close-out documents required by this Section, the County shall be responsible for the maintenance and operation of all Improvements within the Roundabout except (i) as otherwise expressly provided in the foregoing easements, and (ii) warranty repairs to be performed by the Developer or Contractors on account of defective Work as described in Section 5.1.3 hereinbelow.

5.1.3 Warranty. Notwithstanding anything to the contrary in Section 5.1.2 hereinabove, the Developer shall provide directly or through one or more of its Contractors a maintenance bond or bonds to and in favor of the County in the aggregate amount of fifteen percent (15%) of the final construction value of the Improvements, in a form customarily required for such bonds, and conditioned to protect the County against defective workmanship or materials in the Improvements for a period of twenty-six (26) months from the date the Improvements are placed in service by the County. Alternatively, the Developer may provide such other comparable assurances as the County may reasonably and customarily accept for similar work within County rights-of-way.

#### Section 6. Disputes.

- **6.1** *Disputes.* Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Developer in the following manner:
  - **6.1.1** Written Statements. A general statement of the dispute shall be set forth in writing and sent to those individuals as identified in Section 4.1 above, with copies to the Developer, the County Manager, the County Representative and the Engineer. The recipient of any notice hereunder shall provide a prompt written response in the same manner prior to any meetings of representatives of the parties.
  - 6.1.2 *Initial Meeting*. Upon completion of the requirements of Section 6.1.1 above, an initial meeting shall be held with representatives of the County Manager, the County Representative, the Developer and the Engineer. If the dispute is not settled at that stage, the County Attorney shall be notified in writing by the County Manager or his designee.
  - 6.1.3 Subsequent Meetings; Mediation. Upon completion of the requirements of Section 6.1.1 and Section 6.1.2 hereinabove, the County Attorney,

County Manager and County Representative or their designee(s) shall meet with the Developer's representatives within ten (10) days of notification by the County Manager. If there is still no satisfactory resolution of the dispute, it shall be submitted to mediation in accordance with mediation rules established by the Florida Supreme Court. A Mediator shall be chosen by the County and the cost of mediation shall be borne by the Developer. No litigation shall be initiated unless and until the procedures set forth herein are followed.

- **6.1.4** Work to Continue. No Work shall cease during a dispute unless the County directs in writing that Work shall cease pending resolution of the dispute, unless the dispute results from nonpayment of an approved Draw.
- **6.1.5** *Termination by County.* Provided the County has first complied with the terms of this section ("Disputes"), the occurrence of any one or more of the following events shall justify termination of this Agreement by the County for cause:
  - 6.1.5.1 The Developer's persistent failure to perform the Work in accordance with the Plans and this Agreement (including but not limited to failure to adhere to the Completion Schedule as adjusted from time to time pursuant to this Agreement);
  - **6.1.5.2** The Developer's disregard of applicable laws or regulations of any public body having jurisdiction over the Work;
  - **6.1.5.3** The Developer's repeated disregard of the authority of the Engineer; or
  - **6.1.5.4** The Developer's violation in any substantial way of any provisions of the Plans or this Agreement.
- 6.1.6 Termination Procedures. If one or more of the events identified in this Section should occur, the County may, after giving the Developer and Surety seven (7) days' written notice of its intent to do so, terminate this Agreement and cause the Surety to complete the Work pursuant to the terms of the Bond. Notwithstanding the foregoing, this Agreement shall not be terminated if the Developer begins, within seven (7) days of receipt of the County's notice of intent to terminate, to correct its failure to perform and thereafter proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice. The termination procedures of the Bond shall supersede the provisions of this Section.

## Section 7. Indemnity and Insurance.

- **7.1** *Indemnification.* The Developer shall indemnify and hold the County and its officers, attorneys, agents and employees harmless from liability, damage, loss and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence or wrongful conduct of the Developer or any persons employed or engaged by the Developer in the performance of this Agreement.
- 7.2 Insurance. Prior to commencement of the Work, the Developer shall provide, directly or through one or more of its Contractors, certificates of general liability and workers compensation insurance in favor of the County in the amounts set by the County for the performance of such work in County rights-of-way and meeting all applicable legal requirements for such insurance policies.

### Section 8. Entire Agreement; Modifications.

**8.1** Entire Agreement; Modifications. This Agreement constitutes the entire understanding of the parties with respect to the Project and the County's Reimbursement. No amendment, modification or change to this Agreement shall be binding unless in writing, signed by both parties.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the County and the Developer have caused this Agreement to be executed and delivered as of the day and year last written below ("Effective Date").

GM

	BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA
	KXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	Date:APR 2 2 2024
ATTEST ASTO CHAIRMAN'S SIGNATURE:  JOHN A. CRAWPORD  Its: Ex-Officio Clerk  Approved as to form by the Nassau County Attorn  DENISE C. MAY	ney:
	DEVELOPER: MATOVINA & COMPANY
	By: Marovina  Name: Gregory E. Matovina
	Title: as President of Matovina & Company, Date: Oをしまする
	Date. Of Offit

## **EXHIBIT A**

## **ROUNDABOUT AT NASSAU CROSSING**



William Burgess Roundahout

Gabe Porter 5/5/2023

APPROVAL DOES NOT CONSTITUTE APPROVAL TO VIOLATE ANY ADDOPTED FEDERAL. STATE, OR LOCAL LAW, CODE OR ORDNANCE



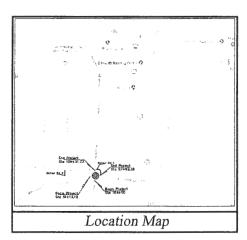
Prepared By:

## J. Lucas & Associates, Inc.

DESIGN AND CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION NO. 3981

1305 CEDAR STREET - JACKSONVILLE, FL 32207 PHONE: (904) 396-3060 - FAX: (904) 396-3456 E-MAIL: lucascad@bellsouth.net

# Nassau County, Florida **FOR** PATRIOT RIDGE, LLP. 12443 SAN JONE BLVO, SUITE 504 JACKSONVILLE FLORIDA 32223 904-294-0773

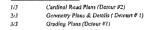


**NOVEMBER 2021** PROJECT NUMBER: 1710-1

#### ROUNDABOUT LIST OF SHEETS

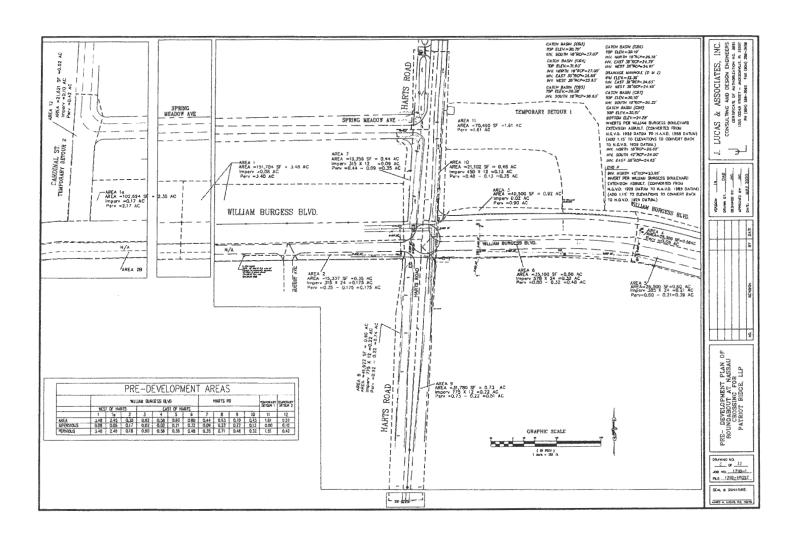
1/32	Cover Sheet
2/32	Pre Development Site Plan
3/32	Post Development Site Plan
4/32	General Notes & Miscellaneous
5-6/32	Typical Sections
7/32	Project Layout & Erosion Control Plan
8/32	Full Construction
9-12/32	Roadway Geometric Plans & Details
13-15/32	Roadway Cirading Plans & Dewils
10-18/32	Rondway Cross Sections
19-20/32	Signing & Payement Marking Plans
21/32	Temporary Tratile Control Plan
22-25/32	Construction Phases Plans
26/32	OMITTED
27/32	Nassau County Notes
28/32	Nassau County Details
29-30/32	Paving & Drainage Details
31/32	Storm Water Pollution Prevention Plan
32/32	Erosion & Sediment Control Notes and Details

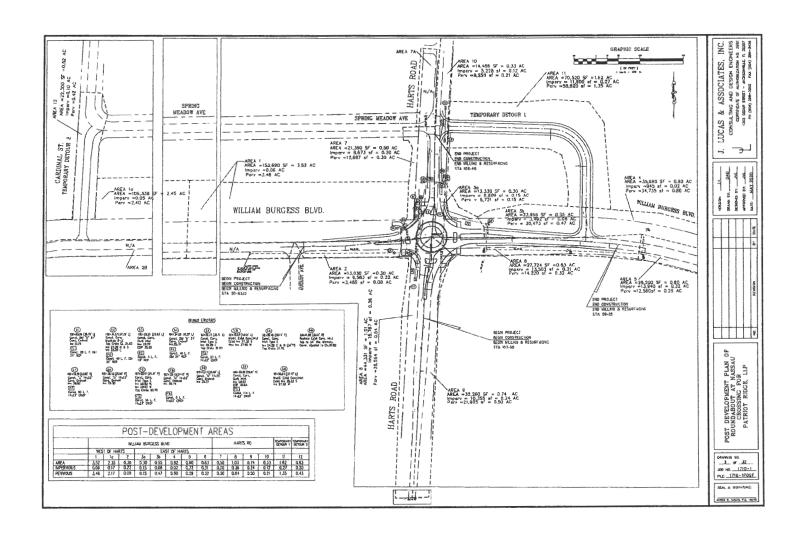
#### DETOUR ROADS LIST OF SHEETS





1 of 32





#### GENERAL NOTES

- 2. Grodes shown are finished grades.
- Any U.S.C. & G.S. monument within the limits of construction is to be protocled. If in danger of damage, the project Engineer should notify:

The Director, National Geodetic Survey 5001 Erecutive Center Alin: C HI Rockville, Waryland 20052 Fet: 13001 496-844

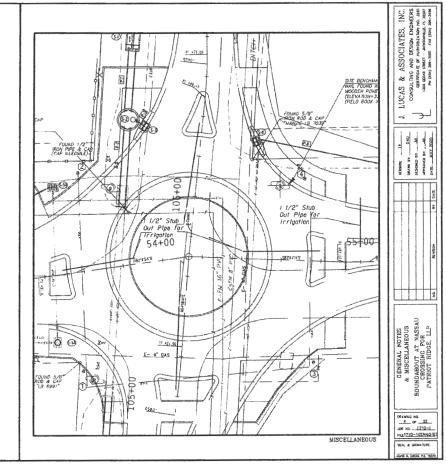
Utilities to be adjusted by Utility owners must be coordinated with the Engineer.

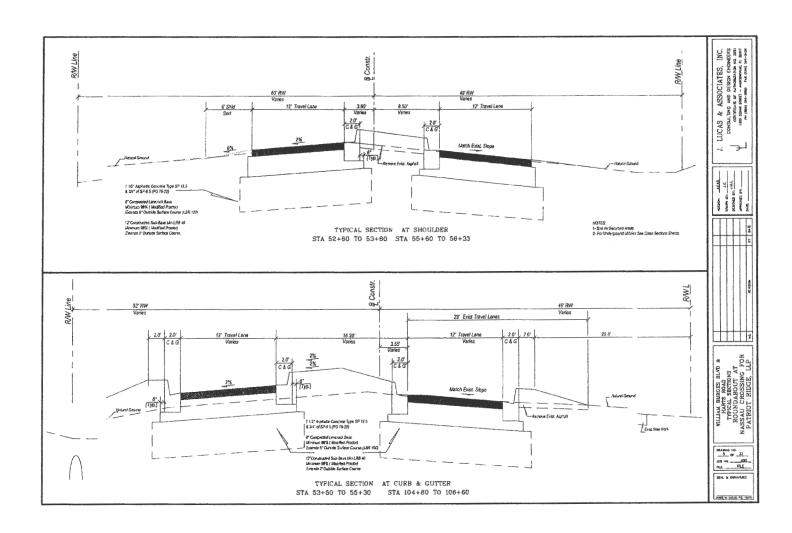
#### UTILITY CONTACTS

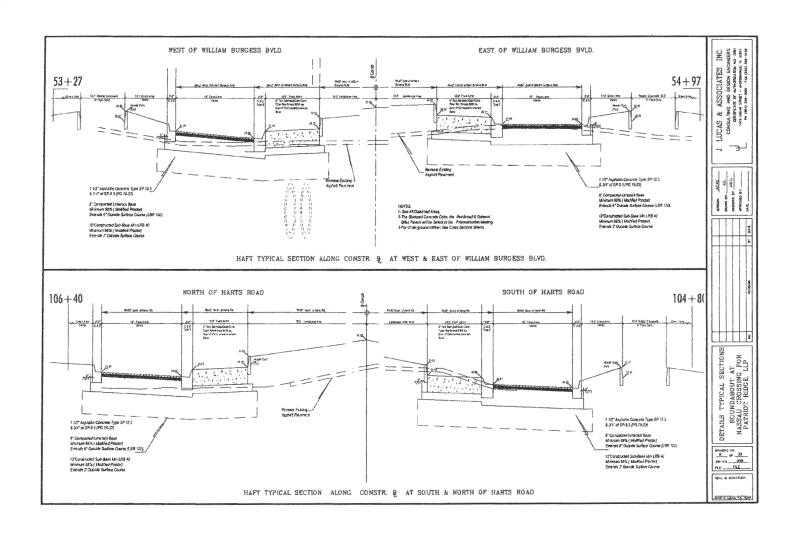
A,	AMERICAN TELEPHONE & TELEGRAPH CO. (AT&T)	904-755-344
в.	BELLSOUTH TELEPHONE	904-350-2200
С.	NASSAU COUNTY, PUBLIC WORKS DEPT	904-530-675
a	HASSAU COUNTY, PLANNING & ZONING	904-530-6300
E,	NASSAU COUNTY, CODE ENFORCEMENT	904-530-6200
F.	DISTRIBUTION PROJECTS	904-655-6050
G.	FLORIDA DEPARTMENT OF TRANSPORTATION	904-381-8778
Ħ,	JEA - COLLECTION & DISTRIBUTION	904-630-3734
1.	JEA - GENERAL UIFORNATION	904-665-6000
٧.	JEA - Groundsitorks / CONNUNTY GUTREACH	904-665-7500
K.	FP& E /-	800-226-J545
ć.	JEA - SEWER PROBLEUS	904-630-3732
u.	JEA - WATER PROBLEMS	904-630-3780
4.	CONCAST	904-380-649
a.	FPUGAS	800-421-7712
P.	PEOPLES GAS	904-443-7368
Q.	SUNSHINE OHE CALL	900-432-4770 OA 81

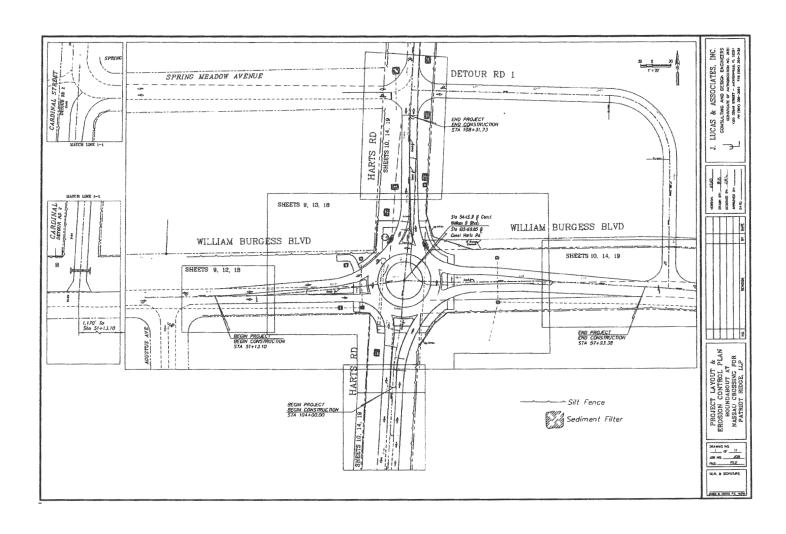
- Localism of the artisting utilities shown on the drawings is based on the best ownitions intermediate. The bootlands are approximate, between, if is the reasonability of the Conflictor to conflict in the field, the best-land shown price to exceeding and notify the Engineer of any conditions which are contrary to those observation and notify the Engineer of any conditions which are contrary to those observation. The Conflictor said is reasonable for the protection and intellements of unitary regular utilities appointment that the confliction should be reasonable for any change in utilities contact in the confliction should be required.
- Should a utility or structure of vakaown origin be encountered, the Contractor shall contact the Engineer and County for a determination of what course of action to take.
- The Controctor stell be responsible for the protection of all feaces, peters, treffic styles and all other such them to be responded throughout the contract period.

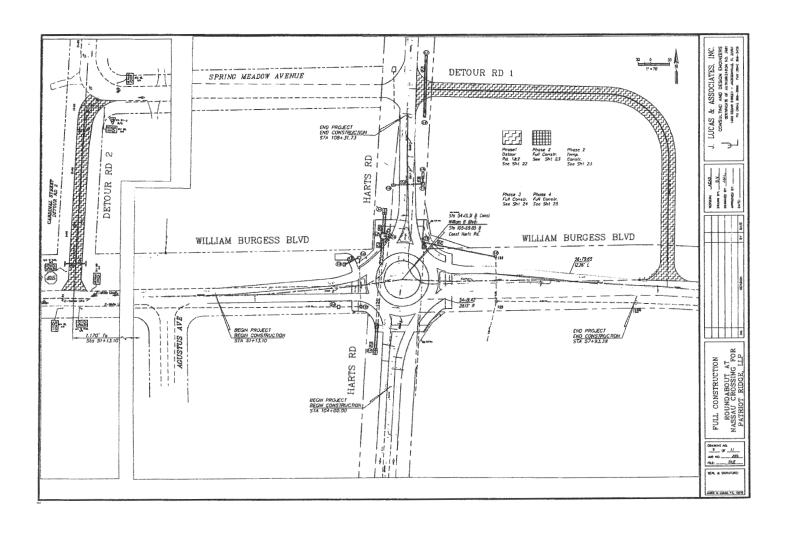
  Payment shall be included in the lump sum price bid for sile proporation.
- Special emphasis should be followed during the regular encounties and the removed and replacement of the usualitative extensis. Contractor's forces shall protect all Contractor's forces shall protect all utilities. The Contractor's half responsible for for day damage in utilities according to operations.
- If is the responsibility of the Contractor to Implement the Rutokilly contrats as per the requirements of the S.IRNAC and Rossou County. Topographic Information shown was Provided by; Manute & Drote Land Surveylag.
- 15. A 26-month modulanence band will be required for all work within Nessou County RON.

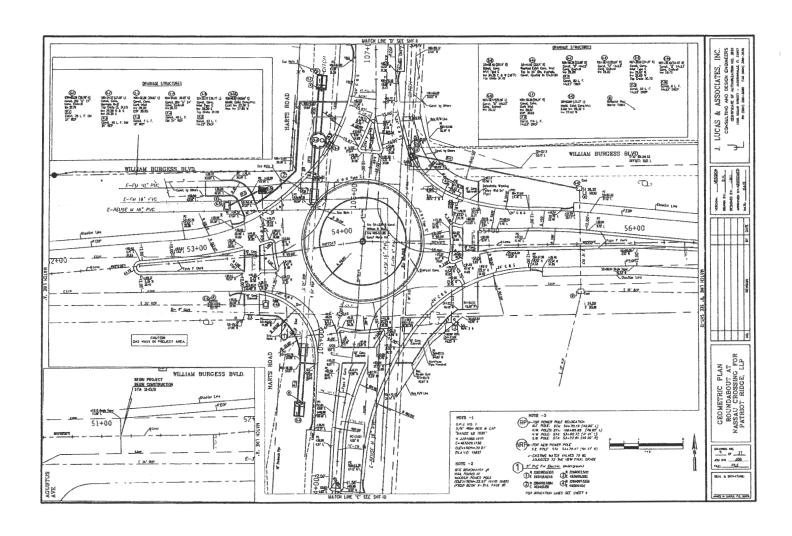


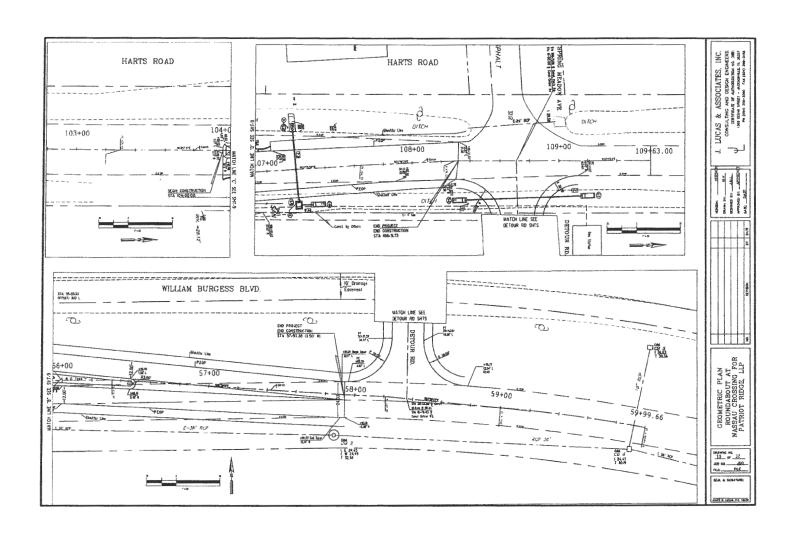


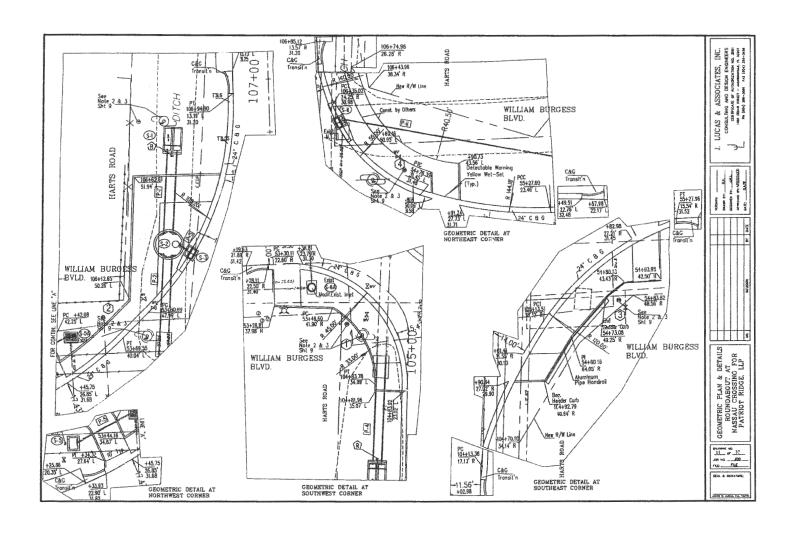


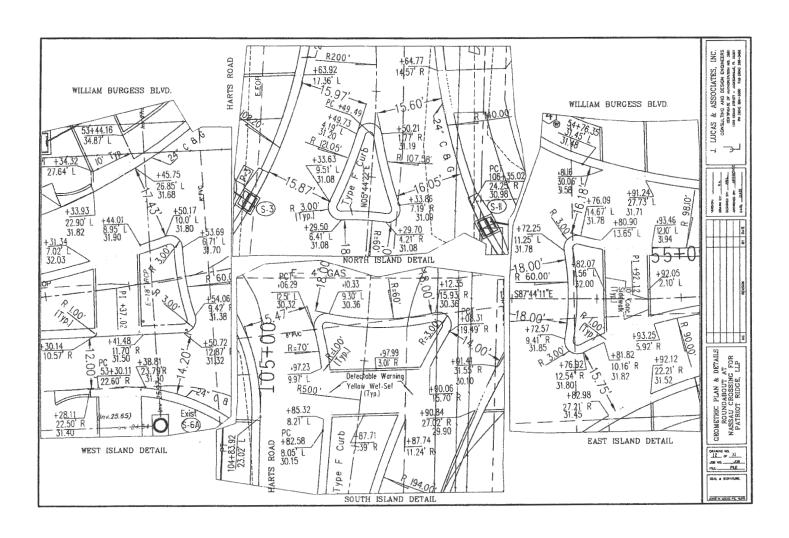


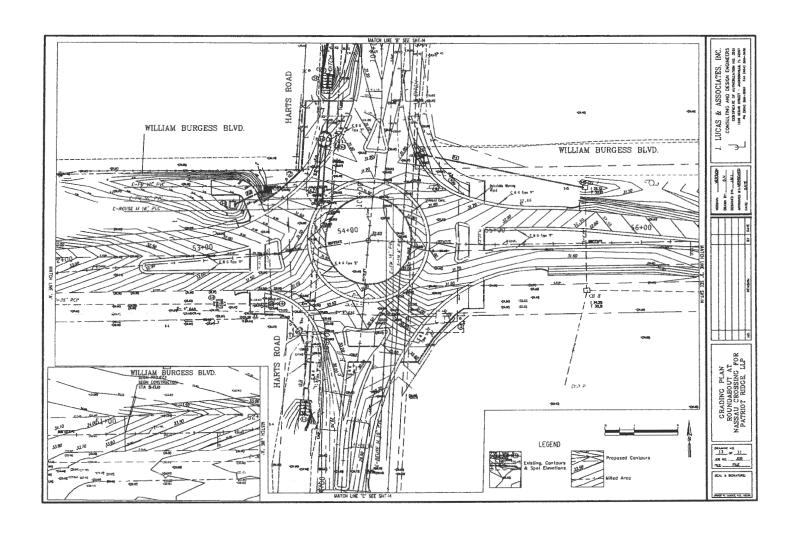


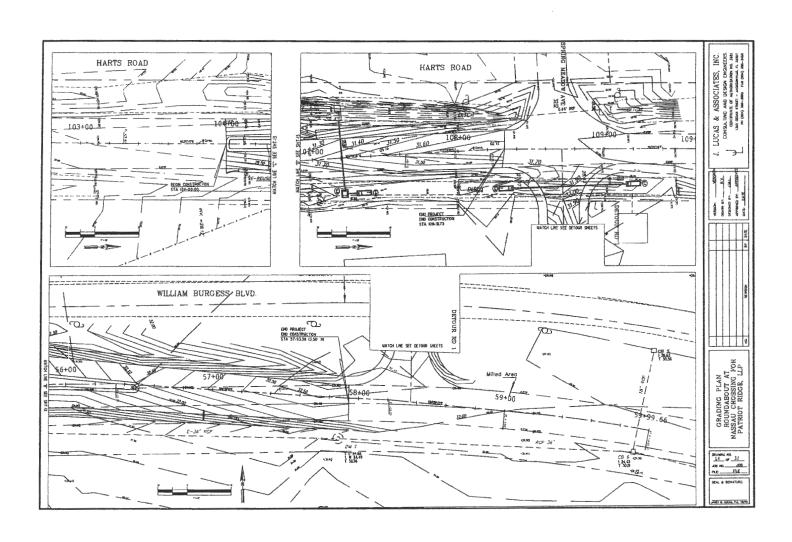


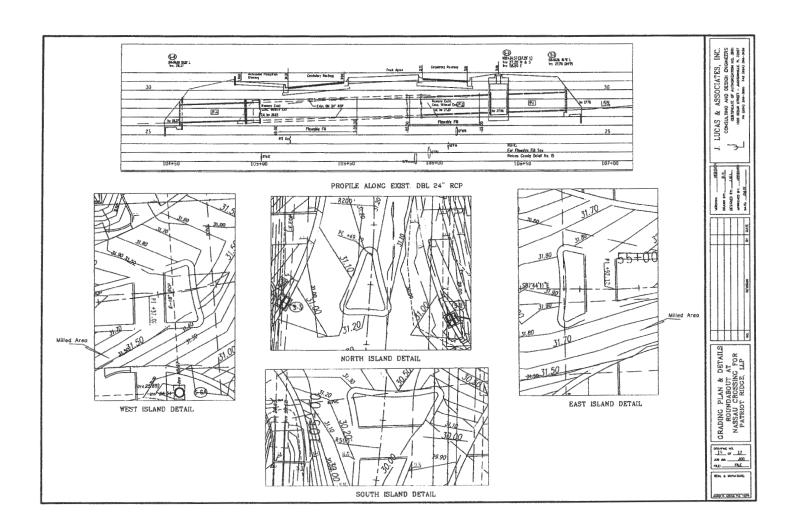


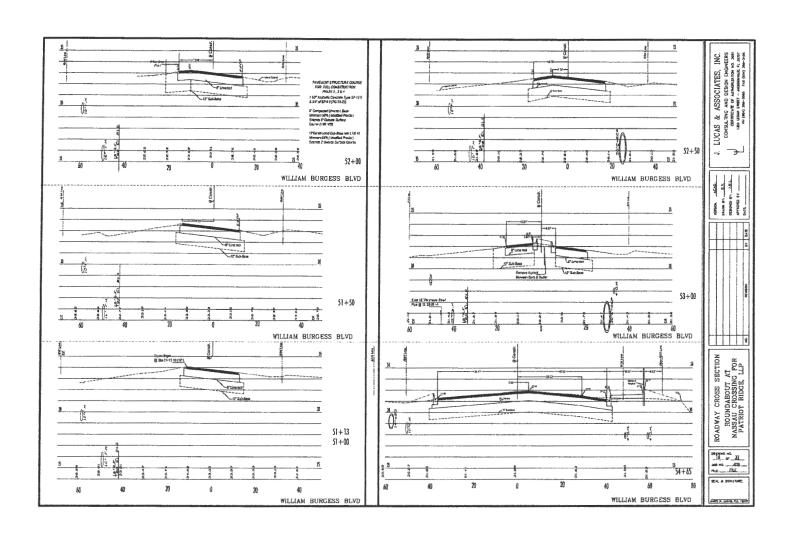


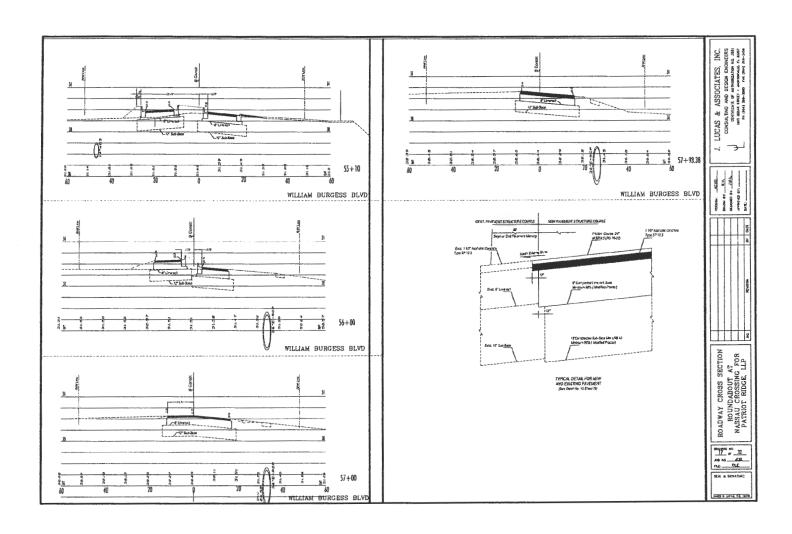


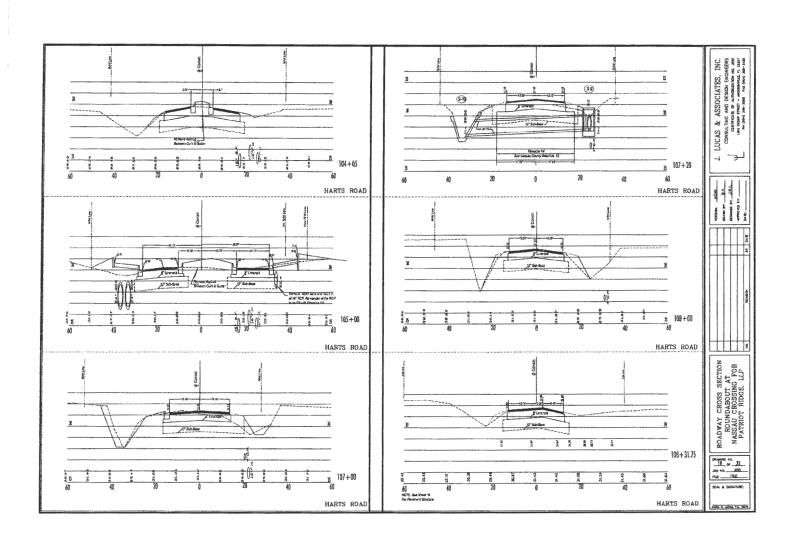


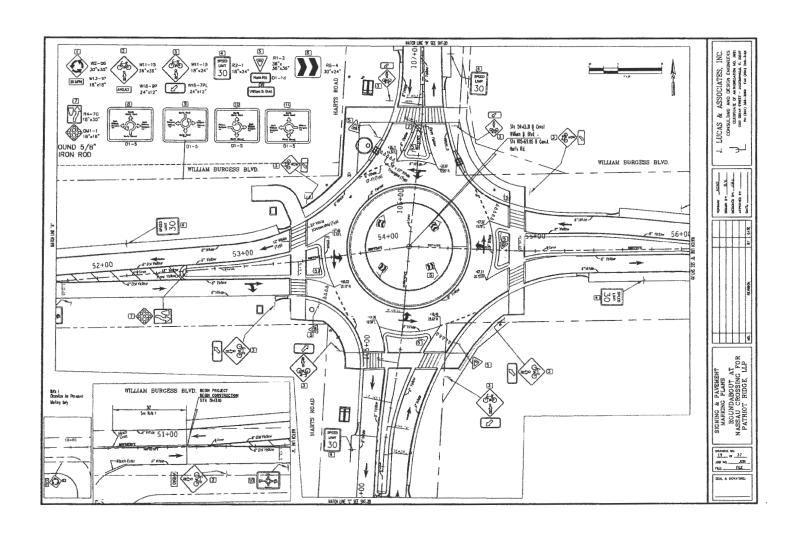


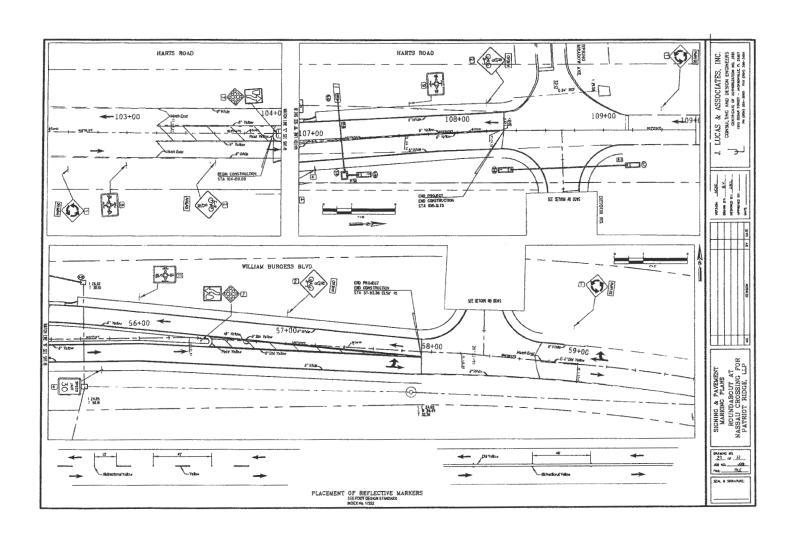


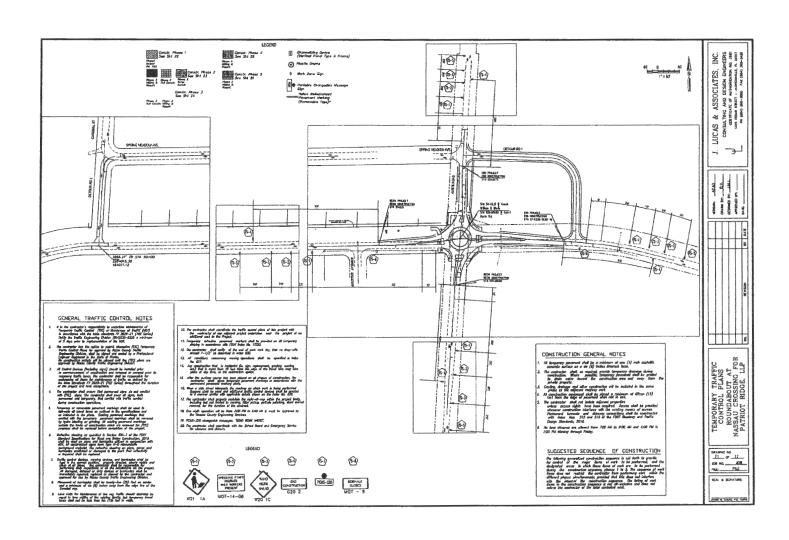


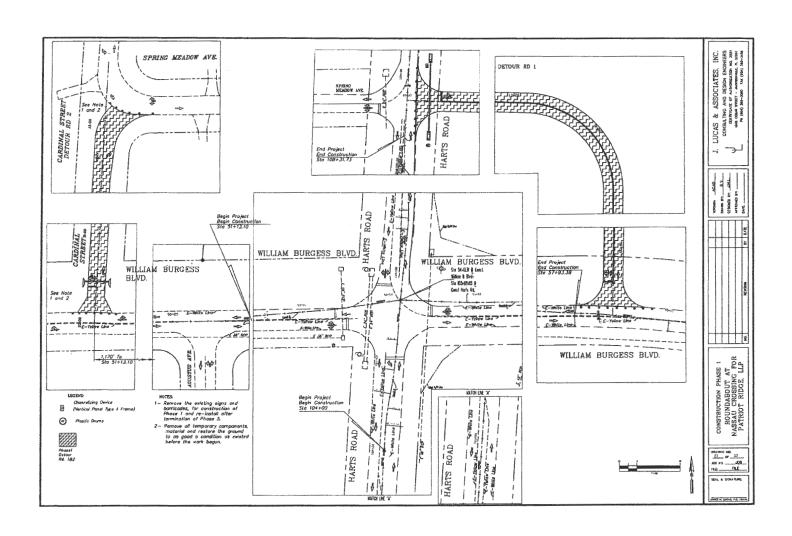


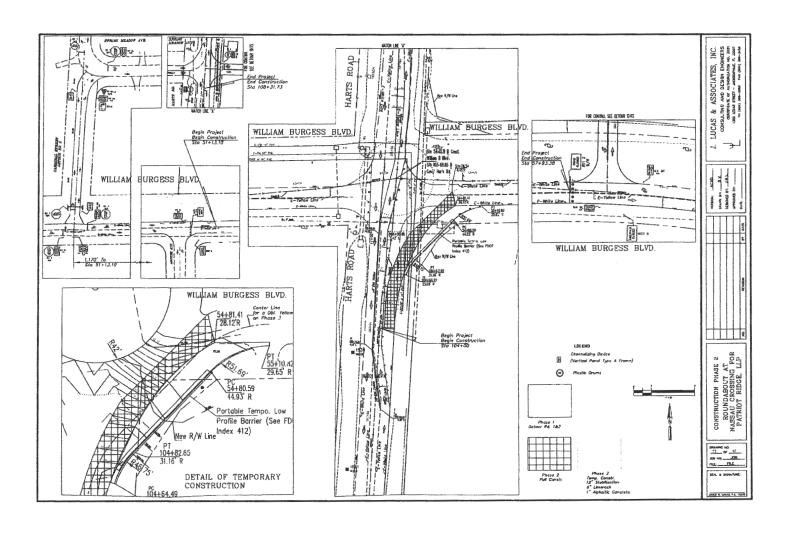


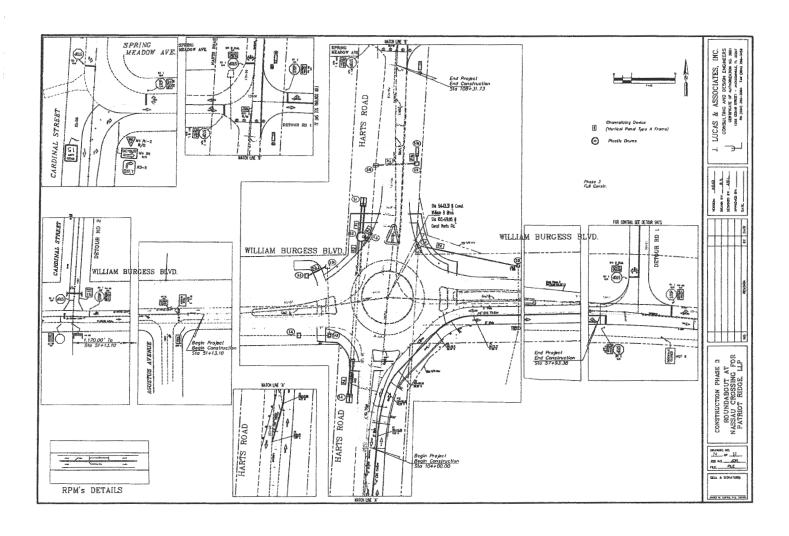


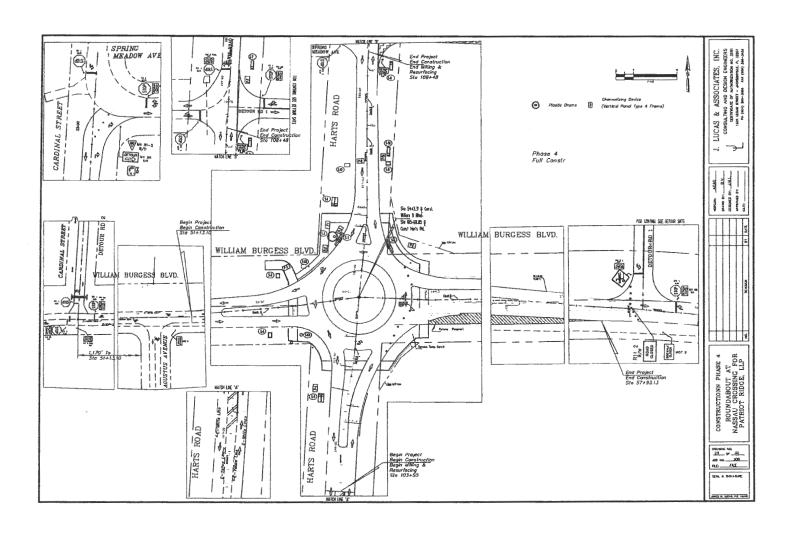












Development Review General Notes:  1. Engineering Plans approad does not constitute permission to visions any adopted Feetral, Soila, or Local thus, corte, or ordinance.  2. All work within the public trevests and dight-cl-using shall conform to Hessau County Land Development Codes (LDC), FEDT Standard Indices, Factida directivosi, Nassau County Review and Reprinted Standards, and Missau County Standard Deselbas as necessary, For any discrepancy beatern standards, the most attripent shall preveit.  3. Per Hessau County Republicy and Certificing Standards, Confliction SH-17 Standard Street 2.4 size shall be constructed per approved constitution direction will be constructed by a standard of the standards of the standards and the standards of the standards and the standards of the standards and the standards of the standards of the standards and the standards of	S. Per Nassav County Roadway and Drainage Standards, Ontinance 99-17 Section 7.4.1. at the drew of first Inspection, grasting shall be a minimum of severely percent coverage and hilly admitted the development of the property of the property of the stabilized.  S. Engineer of Record approved shop drawings shall be provided in Nessau County Construction Inspective a minimum of one week before beginning structure britishion.  10. Parking at mail blooks is required per Nassau County Roadway and Drainage Sturdards, Orderlance 99-17 Section 8.4. Mail Maks locations are subject to USPS Postmaster approved.  11. The developer's contractor is the single responsible party for the proper injectmentalism of an Equation Protection Seafment Correct (EPSC) within each lot or construction stat. This includes the responsibility for the actions/section of englopers, subcontractors, entire specifiers.  12. Stereides to be provided and both in accordance Fonda building Code. All proposed sidemants shall more LAD registerations.  13. The Contractor shall comply with current Florida accessibility standards for all work on this project.  14. Per Crelmenus 99-17 Section 8.5.1, initiature cover for water form and facus males under parameter shall 42" and 35" in green meas.  15. All states rever, and stam mater construction which hassau County ROM shall be accomplished by an undergrazed utility contractor ficensed under the providents of Chapter States.	<ol> <li>Mo work shall be permitted between the hours of 200 PM - 700MM vibrout prior approved from Nassauc Cranny Emphereinty Services.</li> <li>All trees required to be protected shall for fittinged for protection prior to clearing.</li> <li>All grading and placement of compacted fill shall be in accordance with the bitset Nassau Comyly Specifications.</li> <li>Any deeping (althreaft), cuth, asphall, differ grading, et crisical white Public Rights-6-Yiny shall be repained or replaced in accordance with Nassau Comyly Specifications. Proposed regain method shall be approved the Nassau Comyly Specifications. Proposed regain method shall be approved the Nassau Comyly Specifications. Proposed regain method shall be approved to Nassauc Comyly Specifications.</li> <li>Any scychall refillings from Nassauc Country RCWV shall be delivered to the Road Department and proposed regain accordance with Nassauc Country Individuos Country (Enrisons Country Individuos Country Individuos Country Individuos Country Individuos Country (Individuos Country Individuos Individuos Individuos Individuos Individuos Individuos Individuos Indiv</li></ol>	HOUGAS & ASSOCIATES, INC CONSULING AND DESIGN BIGHERE CONDUCTOR of Annocedation in any DATE OF THE CONTROL OF ANNOCEDIATION INC CONSULING AND ANNOCED IN ANY DATE WATEROOD IN ANY
<ol> <li>Per Nassaw County Roadway and Drainage Standards, Ordinance 89-17 Section 11.8.1, any dishetted areas within Nassaw County Right-of-Way shall be society.</li> </ol>	ROADWAY AND DRAWAGE STANDARDS RASSAL COUNTY ENGINEERING SERVICES DEPARTMENT	DEVELOPMENT REVIEW  GENERAL NOTES  NOTE SHEET: 1  OWG:  ISSUED: 1209/2000	5
Stormwester Drolinage Notes:  1. All stammwater denings facilities within Public Right-of-Way and pained areas. Including Nassau Covey Right-of-Way, Jum Tarras, endertaid randways, that allulis for mall-family developments and major date allulis for omested developments shall be laser profiled per PDOT Section 430.  2. A builder cannot modify the Country's storm water management system including the piece, Nette, area dishin, dicrete and related stemeots typically within the street or within a drainage assument without the prior written approval of the Covery Engineer.  3. Drainage assuments and dichnes should remain lines of atoclopited soil, sedamant, must, construction materialishests, et colern at all direce, Proadher strementer flow most be maintained Drossphout construction.  4. The contractor shall arrapsorally or paramanently sitabilize better soil areas and soil stockpiled when the area is barbor for foorteen of layor or more or has a reached first and stockpiled when the area is barbor for foorteen direct on one or has a reached first and stockpiled when the area is barbor for foorteen direct or grant or analysis of profit and factors were reached first and soil stockpiled when the area is barbor for foorteen direct or your sale may reach to delayed disspections, notices of violation, clastions, first, percelled, ander step work orders.  7. Per 69-17 Section 10.1.2.e.e., stormwater management for a project shall not have adverse effects on adjacent properties, downstream structures, or rights of other landowners.	Paving Notes:  1. Per Nassau County Roadway and Draleage Standards, Ordnance 89-17 Section 12.2 and 12.4, a construction bond and 26-month maximum bend will be required for all work within Nassau County Right-64/Way.  2. A pre-green meeting is required prior to any prefrig constrions sibile Nassau County ROW, malder-fills studde-fidents, or malf-6-amily developments.  3. Approved that designs small be provided to Nassau County Construction Inspector 49 hours prior to pre-save meeting or placement of concrets.  4. Contractor in regulated how as Confided CAphall Level 81 rethniciant during any asyluit operations within Nassau County ROW, malder-fills subdefidedon, or metif-family developments.  5. All bases shall be primed in accordance with Ordinance 89-17 Section 11.5.2.1, Nassau County Standard Divisits, and FOOT Standard Specifications.  5. Signage and parameter methings shall be in compliance with Nassau County Standard Shallon And Pool Standard Shallon (AUT) shall be in compliance with POOT Standard Plants.  7. Nathrieumoco of Traffic Control Cevideau (AUT) COU. and FDOT Standard Plants.  8. All bases control of Traffic Control Cevideau (AUT) COU. and FDOT Standard Plants.  7. Nathrieumoco of Traffic Control Cevideau (AUT) COU. and FDOT Standard Plants.  8. All bases County Standard Division of Traffic Control Cevideau (AUT) Country (AUT) Shall be in compliance with POOT Standard Plants and shall be in Compliance with PooT Standard Plants of the Country (AUT) Shall be in compliance with PooT Standard Plants (AUT) Shall be in compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be in Compliance with PooT Standard Plants (AUT) Shall be	9. Per Oxfotiacce 99-17 Section 11.9.2, all pervenent markings within hissasiu County ROW shall be lead from thermoglated reliefully hissasius County and PDD1 Standard Specification Listed Edition.  10 Removing prevenent markings within Hassasiu County ROW shall but.  a. Girhaftig or hydro-blasting on wearbord asphall surfaces. b. Hydro-blasting only on new adphall surfaces. c. Paint Blackous is prohibited.  11 Per Orfosance 99-17 Socides 8.5.5, any damage is pavement resulting from construction or prevenent marking resourced within history or construction or prevenent marking resourced within history and length or during plass 50 in each direction.  12 All underground suffects or appropriate concilis leverus, thos are to be installed under pavement mark be installed prior in preparation of the subgrafe for beinstalled under pavement mark be installed prior in preparation of the subgrafe for beinstalled under pavement mark be installed prior in preparation of the subgrafe for beinstalled under pavement mark beinstalled prior in preparation of the subgrafe for beinstalled under pavement mark beinstalled prior in preparation of the subgrafe for beinstalled under pavement mark beinstalled prior in preparation of the subgrafe for beinstalled under pavement.  13 Single Verdical Jains in read-leng construction shall be availed to Inscarse Contry Right-of-Very pring hasses to Country Sandard Death IRIG.  14 All distance structures and have trailled bearing prises that meet or exceed the rating for the facilities expected traille.  15 All concrete shall be a minimum of 3000 pail within Public Right-of-Very.  STORMWATER DRAINAGE &	NASSAU COUNTY NOTES  NASSAU COUNTY NOTES  AMAGENTA  OROSSING FOR  TAIL THE
	ENGINEERING SERVICES DEPARTMENT	PAVING NOTES OWS: ISSUED: 12/09/2026	F481 31 AND 31 EMA

