CONTRACT FOR HENRY SMITH ROAD IMPROVEMENT PROJECT

THIS CONTRACT FOR HENRY SMITH ROAD IMPROVEMENT PROJECT (hereinafter "Contract") is made by and between the Nassau County Board of County Commissioners (hereinafter "Owner" or "County") and CGC, Inc. (hereinafter "Contractor")(hereinafter collectively "Parties") and in consideration of the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS.

- 1.01 The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Project as described below shall consist of the following:
 - **A.** This Contract and any exhibits to this Contract;
 - **B.** The Invitation to Bid including, Addenda 1, 2 and 3, the Contractor's Bid Response and the As-Built Requirement Checklist and Road Closure Policy, attached hereto and incorporated herein as Exhibit "A";
 - **C.** Title VI- Appendices A and E, attached hereto and incorporated herein as Exhibit "B"; and
 - **D.** The following documents which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - 1. Payment Bond
 - 2. Performance Bond
 - 3. Notice to Proceed
 - 4. Work Change Directives
 - 5. Change Orders
 - **6.** Certificate of Substantial Completion
 - 7. Certificate of Final Inspection
 - **8.** Certificate of Engineer
 - 9. Certificate of Final Completion
 - 10. Contractor's release of Performance Bond
 - 11. Construction Drawings and plans/As-Built Drawings
 - 12. Contractor's Waiver of Lien (Partial)
 - 13. Contractor's Waiver of Lien (Final and Complete)
 - 14. Subcontractor/Contractor's Waiver of Lien (Final and Complete)
 - 15. Consent of Surety to Final Payment
 - 16. Contractor's Insurance Requirements, as set forth in the Bid Documents
- 1.02 The Contract Documents listed above are incorporated herein by this reference and made a part hereof.
- 1.03 There are no Contract Documents other than those listed in this Article 1.
- 1.04 The Contract Documents may only be amended, modified or supplemented in writing as provided in Article 3 of the Standard General Conditions as set forth in the Invitation to

Bid.

- 1.05 All the above-referenced Contract Documents are intended to be consistent with each other. Any ambiguity, conflict or inconsistency between the documents comprising the Contract Document shall be resolved according to the following order of precedence:
 - 1. This Contract.
 - 2. The Invitation to Bid.
 - 3. Any additional Contract Documents not already referenced.

ARTICLE 2 - THE PROJECT.

2.01 The Project for which the Work under the Contract Documents is generally described as follows:

Milling and resurfacing of Henry Smith Road from CR 108 to SR 15 New Kings Road. The work to be performed is generally described as milling and resurfacing and corridor improvements. 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 3 - WORK.

3.01 Contractor shall complete all Work as specified in the Contract Documents for the Project in accordance with the construction drawings, specifications as contained in the Contract Documents.

ARTICLE 4 - ENGINEER OF RECORD.

4.01 The Project has been designed by Peters and Yaffee, Inc. who is to 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. The Managing Authority for this Project shall be Nassau County Engineer Robert Companion, P.E., or his authorized designee.

ARTICLE 5 - CONTRACT TIMES.

5.01 Time of the Essence.

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- **B.** The Contractor hereby agrees to commence work under this Contract on a date to be specified in the written Notice to Proceed issued by the Owner and to fully complete the Project as specified in Section 5.02 of this Contract.
- C. Under no condition shall a written Notice to Proceed be issued until Contractor has

provided the Payment and Performance Bonds required in Article 1 of this Contract.

5.02 Days to Achieve Substantial Completion and Final Payment.

The Work will be substantially completed within 120 calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within 20 calendar days from the Substantial Completion Date. The Total Contract Time shall be the time period from the Commencement Date to the date of the Final Completion totaling 140 calendar days (herein "Contract Time").

5.03 Liquidated Damages.

Contractor and the County recognize that time is of the essence of this Contract and that the County shall suffer financial loss if the Work is not completed within the times specified in Section 5.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions as set forth in the Invitation to Bid. The Parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Section 5.02 above for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County \$500.00 for each day that expires after the time specified in Section 5.02 above 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 Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Article14 of the Standard General Conditions as set forth in the Invitation to Bid and the following:

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

Two Million Three Hundred Thirty -Four Thousand, Eight Hundred Seventy-One Dollars and Thirty-Five Cents (\$2,334,871.35).

C. Estimated quantities are not guaranteed, and determinations of actual quantities

and classification are to be made by Engineer of Record as provided in Article 9 of the Standard General Conditions as set forth in the Invitation to Bid. 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 the Standard General Conditions as set forth in the Invitation to Bid.

ARTICLE 7 - PAYMENT PROCEDURES.

7.01 Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions as set forth in the Invitation to Bid. Applications for Payment shall be processed by the County as provided in the Standard General Conditions as set forth in the Invitation to Bid and pursuant to provisions of Chapter 218, Florida Statutes, Florida Prompt Payment Act and Fla. Stat. Sect. 255.078.

7.02 Progress Payments; Retainage.

- **7.02.1** The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Sections 7.02.2 and 7.02.3 below. All such payments shall be measured by the schedule of values established as provided in Article 14 of the Standard General Conditions as set forth in the Invitation to Bid (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 Standard General Conditions as set forth in the Invitation to Bid.
- 7.02.2 Prior to Substantial Completion progress payments shall be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Article 14 of the Standard General Conditions as set forth in the Invitation to Bid.
 - 95% percent of the Work completed (with the balance being retainage)
 - 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 7.02.3 Upon Substantial Completion the County shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Contract Price (with the balance being retainage), less such amounts as Engineer of Record shall determine or the County may withhold, for incomplete work and for other items in accordance with Article 14 of the Standard General Conditions as set forth in the Invitation to Bid.

7.03 Final Payment.

- **7.03.1** Upon final completion and acceptance of the Work in accordance with Article 14 of the Standard General Conditions as set forth in the Invitation to Bid, the County shall pay the remainder of the Contract Price as recommended by Engineer of Record as provided in said Article 14 of the Standard General Conditions as set forth in the Invitation to Bid.
- **7.03.2** Final Release of Retainage and acceptance of the project must be approved by the Board of County Commissioners.

ARTICLE 8 – INTEREST.

8.01 All moneys not paid when due as provided in Article 14 of the Standard General Conditions as set forth in the Invitation to Bid 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, Contractor makes the following representations:
 - **A.** Contractor is or has been prequalified by FDOT for the Work required by this Contract.
 - **B.** Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.
 - C. Contractor has visited the Site and has 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. 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.
 - E. 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 Article 4 of the Standard General Conditions as set forth in the Invitation to Bid 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 Article 4 of the Standard General Conditions as set forth in the Invitation to Bid.
 - F. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost,

progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- **G.** 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.** 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. 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. Contractor has given /Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- **K.** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for the Project.
- L. Pursuant to Section 255.099, Florida Statutes, Contractor agrees to give preference to the employment of Florida State residents in the performance of the Work on this Project if the Florida State residents have substantially equal qualifications to those of nonresidents. 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 that the qualifications held by the other person or persons. A Contractor required to employ Florida State residents must contact the Agency for Workforce Innovation to post the Contractor's employment needs in the Florida State job bank system.

ARTICLE 10 - MISCELLANEOUS.

10.01 Terms. The terms in this Contract shall have the meanings indicated in the Standard General Conditions and the Supplementary Conditions as set forth in the Invitation to Bid.

10.02 Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract shall 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 shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

- **10.03 Successors and Assigns.** The County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations in the Contract Documents.
- **10.04 Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 Effective Date. This Contract shall 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).
- **10.06 Governing Law and Venue.** This Contract shall be interpreted and construed in accordance with the laws of the Statue of Florida with Venue for any action brought in Nassau County, Florida.
- 10.07 Public Records. The Owner 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) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Contractor is providing services to the Owner, and pursuant to Section 119.0701, Florida Statutes, the Contractor shall:
- A. Keep and maintain public records required by the Owner to perform the service.
- **B.** Upon request from the Owner's custodian of public records, provide the Owner 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.
- C. 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 Owner.
- **D.** Upon completion of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner 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 Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

- **E.** A request to inspect or copy public records relating to the Owner's Contract shall be made directly to the Owner's Custodian of Public Records. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request for records and the Contractor shall provide the records to the Owner or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with the Owner's request for records, the Owner shall enforce the Contract provisions in accordance with the Contract. If the Contractor which fails to provide public records to the Owner County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes.
- **F.** If a civil action is filed against the Contractor to compel production of public records relating to the Contract, the Court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees if:
- (1) The Court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the Owner and to the Contractor.
- (3) A notice complies with this Section, if it is sent to the Owner's custodian of public records and to the Contractor at the Contractor's address listed on its Contract with the Owner or to the Contractor's registered agent.
- (4) If the Contractor complies with a public records request within eight (8) business days after the notice is sent, the Contractor is not liable for the reasonable costs of enforcement.
- H. In reference to any public records requested under this Contract, the Contractor shall identify and mark specifically any information which the Contractor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Contractor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."
- I. In conjunction with the confidential and/or proprietary information designation, the Contractor acknowledges and agrees that after notice from County, the Contractor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Contractor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

J. The Contractor further agrees that by designation of the confidential/proprietary material, the Contractor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Contractor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Contractor's designation of material as exempt from public disclosure.

ARTICLE 11 – INDEMNIFICATION.

11.01 To the extent allowed by Section 725.06, Florida Statutes, the Contractor shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor, in the performance of the Contract. It is the specific intent of the Parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

ARTICLE 12-EMPLOYMENT ELIGIBILITY.

12.01 Contractor must comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the 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.

[The remainder of this page left intentionally blank.]

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

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

CGC, INC.

list Chair (or designee)

Date: 7/22/2024

Richard C. Gaskin Jr.

By: Richard C. Gaskin Jr.

lts: President

Date: 7036 12th Street W Address:

Jacksonville, FL, 32220

ATTEST TO CHAIR'S SIGNATURE

John A. Crawford, Ex-Officio Clerk

Date: 7/22/2024

Approved as to form by County Attorney

Date: 7/22/2024

Exhibit "A" - County's Invitation to Bid, Addenda 1,2 & 3, Contractors Response

HENRY SMITH ROAD IMPROVEMENTS PROJECT

INVITATION TO BID (ITB)

Bid No. NC23-022RR

Nassau County Board of County Commissioners Nassau County, Florida



PROJECT MANUAL

CONTAINING

BIDDING REQUIREMENTS

CONTRACTOR'S PROPOSAL AGREEMENT

GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS

JUNE 2023

Prepared By: peters yaffee

9822 Tapestry Park Circle, Suite 205 Jacksonville, FL 32246 PROJECT MANUAL

CONTAINING

BIDDING REQUIREMENTS

CONTRACTOR'S PROPOSAL

AGREEMENT

GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

AND SPECIFICATIONS

FOR

HENRY SMITH ROAD IMPROVEMENTS PROJECT

Bid Number NC23-022RR

Prepared for:

BOARD OF COUNTY COMMISSIONERS Nassau County, Florida

Bid Documents
JULY 2023

HENRY SMITH ROAD IMPROVEMENTS PROJECT

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Invitation to Bid

HENRY SMITH ROAD IMPROVEMENTS PROJECT

NC23-022RR-ITB

APPENDIX F

St. Johns River Water Management District and Florida Department of Environmental Protection Permit Exemption Letters

EXHIBIT 1

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ADVERTISEMENT FOR BIDS

PROJECT: HENRY SMITH ROAD IMPROVEMENTS PROJECT

Bid Number NC23-022RR Nassau County, Florida

OWNER: Board of County Commissioners

Nassau County, Florida 96135 Nassau Place, Suite 1 Yulee, Florida 32097

ENGINEER: Peters & Yaffee, Inc.

9822 Tapestry Park Circle, Suite 205 Jacksonville, FL

32246

NON-MANDATORY PRE-BID CONFERENCE: August 3, 2023 AT 1:00 P.M. LOCATION OF NON-MANDATORY PRE-BID CONFERENCE:

James S. Page Governmental Complex Public Services Conference Room 96161 Nassau Place Yulee, Florida 32097

BID DEADLINE & BID OPENING:

August 23, 2023 AT 10:00 A.M., OR SOON THERE AFTER Robert M. Foster Justice Center Office of Ex-Officio Clerk 76347 Veterans Way, Suite 456 Yulee, Florida 32097

1.0 WORK DESCRIPTION

This project consists of the milling and resurfacing of Henry Smith Road from CR 108 to SR 15 New Kings Road. The work to be performed is generally described as milling and resurfacing and corridor improvements and includes:

- Milling and resurfacing of existing pavements
- Drainage improvements
- Driveway improvements
- Guardrail removal and installation

- Erosion Control
- Traffic maintenance and protection
- Sodding of disturbed areas
- Signage and pavement markings

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

2.0 RECEIPT OF BIDS

ALL BIDDERS must be qualified for the type of work for which the BID is submitted. All bids MUST be submitted using the County's e-bidding platform, PlanetBids, accessible via https://pbsystem.planetbids.com/portal/49083/portal-home.

3.0 CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS, consisting of ADVERTISEMENT FOR BIDS, INFORMATION FOR BIDDERS, BID, BID BOND, AGREEMENT, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS (IF APPLICABLE), PAYMENT BOND, PERFORMANCE BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, SPECIAL CONDITIONS and ADDENDA, may be examined free-of-charge using the County's vendor portal, accessible via https://pbsystem.planetbids.com/portal/49083/portal-home.

4.0 BONDS (BID, PERFORMANCE AND PAYMENT)

BIDS must be accompanied by a Certified Check or BID BOND of a reputable bonding company authorized to do business in the State of Florida in the amount of five percent (5%) of the total amount of the BID to guarantee that the Contractor will enter into a Contract in the form prescribed and will provide the required bonds for the project. An electronic copy of the bid bond must be included as part of the submission, and the original Bid Bond must be sent to the County Clerk's Office to the address below by the time of the Bid Opening.

The successful BIDDER(s) must provide an acceptable contract PERFORMANCE BOND in the amount of one hundred percent (100%) of the Contract Price, and a PAYMENT BOND in the amount of one hundred percent (100%) of the Contract Price.

BONDS SHALL BE ADDRESSED TO:

Office of the Ex-Officio Clerk Attn: NC23-022RR Bid Bond 76347 Veterans Way, Suite 456 Yulee, Florida 32097

5.0 BID WITHDRAWAL

No BIDS may be withdrawn for a period of ninety (90) days after closing time scheduled for receipt of BIDS.

6.0 RIGHT TO REJECT

The OWNER reserves the right to reject any and all BIDS and waive all informalities in whole or in part, with or without cause, and/or to accept the bid that, in its best judgment, will be for the best interest of Nassau County, Florida.

7.0 PUBLIC ENTITY CRIME

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

8.0 INFORMATION CONTACT

For further information or clarification, prospective bidders should submit questions via PlanetBids to be addressed via addendum.

9.0 DISABILITIES REQUIRING ACCOMMODATION

Persons with disabilities requiring accommodation in order to participate in this program or activity should contact the Office of the Ex-Officio Clerk to the Board of County Commissioners at (904) 548-4660 or Florida Relay Service at 1-800-955-8770 (v) or 1-800-955-8771 (TDD) at least seventy two hours in advance to request such accommodation.

10.0 PUBLIC MEETINGS AND PUBLIC RECORDS LAWS FOR GOVERNMENT CONTRACTING

Effective July 1, 2012

Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes Chapter 119.071, Chapter 255.0518 and Chapter 286.0113 for further details.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Klynt Farmer, Chair

ATTEST:

John A. Crawford Its: Ex-Officio Clerk

An Affirmative Action/Equal Opportunity Employer

Invitation to Bid

SECTION 00 21 15

INSTRUCTIONS TO BIDDERS

ARTICLE 1 **DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
 - A. Bidder The individual or entity who submits a Bid directly to the County.
 - B. Issuing Office The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. Successful Bidder The lowest responsible Bidder submitting a responsive Bid to whom County (on basis of County's evaluation as herein provided) makes an award.

ARTICLE 2 **COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of Bidding Documents in the number and for the payment sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office via the County's e-Procurement platform at no charge.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither the County nor Engineer of Record assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The County and Engineer of Record in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 **QUALIFICATIONS OF BIDDERS**

3.01 The County may make such investigations as necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the

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- obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- **3.02** To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in Bidder's Qualification Statement.

ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
 - Those reports or explorations and tests of subsurface conditions at or contiguous to the Site that Engineer of Record has used in preparing the Bidding Documents.
 - Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer of Record has used in preparing the Bidding Documents.
- B. Copies of the reports and drawings referenced in paragraph 4.01.A will be made available by the County to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the County and Engineer of Record by the Utility Owner of such Underground Facilities, including the County, or others.

4.03 Hazardous Environmental Conditions

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer of Record has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by the County to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions other physical conditions and Underground Facilities, and possible changes to Bidding Documents due to offering or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings and Specifications or identified in the Contract Documents to be within the scope of Work appear in paragraph 4.06 of the General Conditions.
- 4.05 On request, the County will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- **4.06** Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by the County or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, the County will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- **4.07** It is the responsibility of each Bidder before submitting a Bid to:
 - A. Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;

- B. Visit the site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all reports of explorations and tests or 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 carefully study all reports and drawings or a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
- E. Obtain and carefully study (or assume responsibility for doing 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 Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations. explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become 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. Correlate the information known to Bidder, information and observations obtained from visit to Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- Promptly give Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer of Record is acceptable to Bidder and;
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of Work.
- **4.08** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder had given Engineer of Record written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and written resolutions thereof by Engineer of Record are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 PRE-BID CONFERENCE

5.01 A pre-bid conference will be held for this project. See the Advertisement for Bids for details of date, time and location <u>All potential Bidders are encouraged to attend.</u>

ARTICLE 6 SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the County unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Bidders are required to refrain from contacting any County Departments or Divisions about this solicitation during the solicitation process. ANY QUESTIONS FROM BIDDERS MUST BE RECEIVED VIA THE COUNTY'S ELECTRONIC BIDDING PLATFORM - https://pbsystem.planetbids.com/portal/49083/portal-home.

Failure to comply with this requirement may result in disqualification of your response and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County. All questions must be submitted on PlanetBids by August 4, 2023 @ 4:00 PM.

- **7.02** Any and all such interpretations and any supplemental instructions will be in the form of written addenda not later than 72 hours prior to the date fixed for the opening of bids.
- **7.03** Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the County or Engineer of Record.
- 7.04 It is the Bidder's responsibility to ensure that all addenda were received. The bidder should verify with the designated contact person prior to submitting a bid that all addenda have been received. Bidders are required to acknowledge the number of addenda received on the Bid Form, section 3.01 .A. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

ARTICLE 8 BID SECURITY

- 8.01 A Bid must be accompanied by cash, certified check of the Bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the County, in the amount of 5% of the Bid. Cash, checks and bid bonds will be returned to all except the three lowest bidders. After award by the Board, the remaining cash checks or bid bonds will be returned promptly after the County and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as notification of the acceptance of the Bid has not taken place.
- **8.02** Bid security of other Bidders whom the County believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Bid Form.

ARTICLE 10 LIQUIDATED DAMAGES

10.01 The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within 10 days after receipt of notice of the acceptance of the bid, shall forfeit to the County, as liquidated damages for such failure or refusal, the security deposited with the bid.

ARTICLE 11 SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute "orequal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by if acceptable to Engineer of Record, application for such acceptance will not be considered by Engineer of Record until after the Effective Date of the Agreement. The procedure for submission of any such application by and consideration by Engineer of Record is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to the County in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the County a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Suppliers, individuals, or entity if requested by the County. If the County or Engineer of Record, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, the County may, before the Notice of Award is given request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- **12.02** If apparent Successful Bidder declines to make any such substitution, the County may award the Contract to the next lowest Bidder that proposes to use acceptable

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Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which the County or Engineer of Record makes no written objection prior to giving of the Notice of Award will be deemed acceptable to the County and Engineer of Record subject to revocation of such acceptance after Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 PREPARATION OF BID

- **13.01** The Bid Form is included in the Bidding Documents.
- 13.02 Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown on the form.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- **13.05** A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- **13.06** A Bid by an individual shall show the Bidder's name and official address.
- **13.07** A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- **13.08** All names shall be typed or printed in ink below the signatures.

- **13.09** The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- **13.10** The address and telephone number for communications regarding the Bid shall be shown
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the State of Florida. The Bidder shall also be a state-certified Contractor in good standing and hold current registration with the Florida Construction Industry Licensing Board of the State Department of Professional Regulation. The type of license must be in a class that is related to the general nature of the construction to be performed on this project. The Bidder's State Contractor's license number for the State of the project shall be shown on the Bid Form.

ARTICLE 14 BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Base Bid schedule. Bidders shall also submit lump sum prices for each of the items comprising the mandatory Bid Additives (or Alternates), if any.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item, including any combination of the Additive Bid Alternates as selected by the County. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Terms and Conditions.
- C. Discrepancies between the multiplication or units or Work and the unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- D. The County reserves the right to evaluate the bids on any base bidalternate/add on combination that is in the best interest of the County.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

ARTICLE 15 SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished their copy of the Bidding Documents in electronic format, via the County's e-Procurement platform only. Bids must be submitted to this same platform. <u>ANY BIDS SUBMITTED OUTSIDE OF THE E-PROCUREMENT PLATFORM</u> WILL NOT BE CONSIDERED.

ARTICLE 16 MODIFICATION AND WITHDRAWAL OF BID

- **16.01** A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time from the opening of Bids.
- **16.02** Any Bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

ARTICLE 17 OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid. An abstract of the amounts of the base Bids and major alternatives, if any, will be made available to Bidders pursuant to s. 119.071 and s. 255.0518 (effective July 1, 2012), Florida Statutes.
- **17.02** The County may consider informal any Bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all Bids.

ARTICLE 18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the County may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 AWARD OF CONTRACT

19.01 The County reserves the right to reject any and/or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County may also reject the Bid of any Bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder. The County also reserves the right to waive all informalities not

Invitation to Bid

- involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- **19.02** More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers: and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- **19.05** The County may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- **19.06** If the contract is awarded, the County will award the Contract to Bidder whose Bid is in the best interests of the Project.
- 19.07 If the contract is awarded, the County will award the Contract to Bidder whose Bid is in the best interest of the Project.

ARTICLE 20 CONTRACT SECURITY AND INSURANCE

- **20.01** Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the County's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to the County, such Bonds must accompany it.
- 20.02 Provisions for indemnification by Contractor is set forth in the Agreement, at Paragraph 6.20 of the General Conditions, as amended by the Supplementary Conditions, and are incorporated here by reference.

Invitation to Bid

- 20.03 Simultaneously, with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond and bonds shall be a duly authorized surety company satisfactory to the County.
- **20.04** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 21 SIGNING OF AGREEMENT

- 21.01 When the County gives Notice of Intent to Award to the Successful Bidder, it shall be accompanied by the Agreement. Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the County prior to the date set for Board approval and execution. The County shall deliver one fully signed counterpart to Successful Bidder.
- **21.02** The Board of County Commissioners has the right to approve or reject the recommendation of award. The Agreement is not valid unless fully executed by the Contractor and the Nassau County Board of County Commissioners.

ARTICLE 22 FUNDING REQUIREMENTS

- 22.01 The County entered into a Small County Road Assistance Program with the State of Florida, Department of Transportation (FDOT-SCRAP), dated April 11, 2019, Financial Project No. 438178-1-54-01, pursuant to Section 339.2816, Florida Statutes, to provide funds for this project. By submission of a bid for this project, Contractor, identified as a subcontractor under said agreement, agrees to be bound by the requirements of the FDOT-SCRAP agreement, attached hereto as Appendix E and incorporate by reference as if set forth herein.
 - A. Pursuant to the requirements of the FDOT-SCRAP agreement, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract. Contractor shall execute an affidavit of compliance, Section 00 45 40, and submit with their bid. Web site for E-Verify: http://www.uscis.gov/e-verify.

22.02 Florida Statute 255.099 (Preference to State residents)

- A. Each contract for construction that is funded by STATE funds must contain a provision requiring the contractor 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 contract for construction funded by local funds may contain such a provision.
 - (1) 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 that the qualifications held by the other person or persons.
 - (2) 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. No contract shall be let to any person refusing to execute an agreement containing the provision required by this section. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor PREFERENCE to honorable discharge soldiers, sailors, or marines, or prohibiting as unlawful any other PREFERENCE or discrimination amount the citizens of the United States.

SECTION 00 41 15

BID FORM

PROJECT IDENTIFICATION: HENRY SMITH ROAD IMPROVEMENTS PROJECT

Bid Number NC23-022RR Nassau County, Florida

BID DEADLINE: August 23, 2023 at 10:00 AM

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):	
Business address:	
Phone No.:	
Contact Name:	
Contact Title:	
Contact email address:	

- 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.

- Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- **4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.
- **5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID PRICE SHEET HENRY SMITH ROAD IMPROVEMENTS PROJECT

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
1	0101-1	MOBILIZATION	LS	1
2	0102-1	MAINTENANCE OF TRAFFIC	LS	1
3	0104-10-3	SEDIMENT BARRIER	LF	1,762
4	0104-11	FLOATING TURBIDITY BARRIER	LF	84
5	0104-18	INLET PROTECTION SYSTEM	EA	3
6	0107-1	LITTER REMOVAL	AC	54
7	0107-2	MOWING	AC	51
8	0110-1-1	CLEARING AND GRUBBING	LS	1
9	0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	233
10	0120-1	REGULAR EXCAVATION	CY	122
11	0120-6	EMBANKMENT	CY	106
12	0160-4	TYPE B STABILIZATION	SY	80
13	0285-701	OPTIONAL BASE GROUP 1	SY	599
14	0285-706	OPTIONAL BASE GROUP 6, TYPE B-12.5	SY	77
15		MILLING EXISTING ASPHALT CONCRETE, 1/2" AVG DEPTH	SY	23,323
16	0334-1-52	SUPERPAVE ASPHALT CONCRETE SP-9.5 (TRAFFIC B, PG-76-22)	TN	2,534
17	0339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	125
18	0430-174-118	DRAINAGE PIPE, 18" RCP	LF	15
19	0430-175-124	DRAINAGE PIPE, 24" RCP	LF	5
20	0430-175-215	DRAINAGE PIPE, 13"X17" ECMP	LF	5

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
21	0430-982-129	MITERED END SECTION, 24" RCP, CD	EA	1
22	0430-982-623	MITERED END SECTION, 13"X17" ECMP, CD	EA	2
23	0430-982-638	MITERED END SECTION, 29"X42" ECMP, CD	EA	4
24	0430-984-123-1	MITERED END SECTION, 15" RCP, SD	EA	2
25	0430-984-123-2	MITERED END SECTION, 15" CMP, SD	EA	8
26	0430-984-125-1	MITERED END SECTION, 18" RCP, SD	EA	2
27	0430-984-125-2	MITERED END SECTION, 18" CMP, SD	EA	14
28	0430-984-623	MITERED END SECTION, 13"X17" ECMP, SD	EA	2
29	0430-984-625	MITERED END SECTION, 15"X21" ECMP, SD	EA	8
30	0522-2	CONCRETE DRIVEWAY, 6" THICK	SY	189
31	0524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 4"	SY	29
32	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	17
33	0530-74	BEDDING STONE	TN	10
34	0536-1-1	GUARDRAIL - ROADWAY, GENERAL TL-3	LF	1,638
34	0536-7-3	SPECIAL GUARDRAIL POST - ENCASED POST FOR SHALLOW MOUNT	EA	21
36	0536-73	GUARDRAIL - REMOVAL	LF	2,351
37	0536-85-20	GUARDRAIL END TREATMENT TRAILING ANCHORAGE	EA	1
38	0536-85-24	GUARDRAIL END TREATMENT – PARALLEL APPROACH TERMINAL	EA	15
39	0570-1-2	PERFORMANCE TURF, SOD	SY	7,794
40	700-1-11	SINGLE POST SIGN, FURNISH & INSTALL, UP TO 12 SF, GROUND-MOUNT	AS	8
41	700-1-12	SINGLE POST SIGN, FURNISH & INSTALL, 12-20 SF, GROUND MOUNT	AS	1

HENRY SMITH ROAD IMPROVEMENTS PROJECT

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ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
42	700-1-50	SINGLE POST SIGN, RELOCATE	AS	3
43	700-1-60	SINGLE POST SIGN, REMOVE	AS	8
44	701-18-101	PROFILED THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.828
45	705-10-1	OBJECT MARKER, TYPE 1	EA	3
46	705-10-2	OBJECT MARKER, TYPE 2	EA	15
47	705-10-3	OBJECT MARKER, TYPE 3	EA	4
48	706-1-1	RAISED PAVEMENT MARKERS, TYPE B	EA	499
49	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	114
50	711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2
51	711-14-191	THERMOPLASTIC, PREFORMED, 12" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	42
52	711-14-193	THERMOPLASTIC, PREFORMED, 6" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	96
53	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.909
54	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	3.284
55	711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.341

BASE BID TOTAL		
TOTAL AMOUNT (ITEMS 1 TO 55)	\$_	
		(Figures)

(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.

BID PRICE SHEET HENRY SMITH ROAD IMPROVEMENTS PROJECT -BID OPTION A

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
1A	120-4	SUBSOIL EXCAVATION	CY	79
2A	120-6	EMBANKMENT	CY	70
3A	0160-4	TYPE B STABILIZATION	SY	42
4A	0285-706	OPTIONAL BASE GROUP 6, TYPE B-12.5	SY	48
5A	430-175-260	PIPE CULVERT, ERCP, OTHER SHAPE – ELIP/ARCH, 60" S/CD	LF	35
6A	430-560-102	STRAIGHT CONCRETE ENDWALLS, 60", SINGLE, 0 DEGREES, ELLIPTICAL	EA	2

BID OPTION A TOTAL TOTAL AMOUNT (ITEMS 1A TO 6A) (Figures) (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.

HENRY SMITH ROAD IMPROVEMENTS PROJECT -BID OPTION B

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
1B	120-4	SUBSOIL EXCAVATION	CY	90
2B	120-6	EMBANKMENT	CY	83
3B	0160-4	TYPE B STABILIZATION	SY	75
4B	0285-706	OPTIONAL BASE GROUP 6, TYPE B-12.5	SY	81
5B	430-175-254	PIPE CULVERT, ERCP, OTHER SHAPE – ELIP/ARCH, 54" S/CD	LF	66
6B	430-554-202	STRAIGHT CONCRETE ENDWALLS, 54", DOUBLE, 0 DEGREES, ELLIPTICAL	EA	2

TOTAL AMOUNT (ITEMS 1B TO 6B)	\$	
· · · · ·	(Figures)	
(Usi	e 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 120 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 20 calendar days from the date of substantial completion. Total contract time shall be 90 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 90 calendar days.

- **6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- **7.01** The following documents are attached to and made a condition of this Bid:
 - A. Bid Security in the form of a certified check of Bid Bond (Section 00 43 15)
 - B. Tabulation of Subcontractors & Suppliers (Section 00 43 35)
 - C. Florida Trench Safety Act Certification (Section 00 44 55)
 - D. Bidder's Qualification Statement (Section 00 45 13)
 - E. Non-collusion Affidavit (Section 00 45 19)
 - F. Drug-Free Workplace Certificate (Section 00 45 20)
 - G. Public Entity Crimes Statement (00 45 30)
 - H. Statement of Disputes, Litigation & Surety Completion (00 45 35)
 - I. E-Verify Affidavit of Compliance (Section 00 45 40)
- **8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

invitation to Bid	HENRY SMITH ROAD IMPROVEMENTS PROJECT	NC23-U22RR-IIB
SUBMITTED on		
State Contractor	License No	
If Bidder is:		
<u>An Individual</u>		
	ped or printed):	
Ву:		
	(Individual's Signature)	
	siness as:	
Business	address:	
Phone No	o.: Fax No.:	
<u>A Partnership</u>		
Partnersh	nip Name:	
Ву:		
	(Signature of general partner - attach evidence of autho	ority to sign)
Name (ty	ped or printed):	
	address:	
Phone No	o.: Fax No.:	

HENRY SMITH ROAD IMPROVEMENTS PROJECT

NC23-022RR-ITB

Corporation Name:	(SI
State of Incorporation:	
Type (General Business, Profes	sional, Service, Limited Liability):
Ву:	
(Signature - ati	ach evidence of authority to sign)
Name (typed or printed):	
Title:	(CORPORATE SEAL)
Attest	
(Signature of C	orporate Secretary)
Business address:	
Phone No.:	Fax No.:

Date of Qualification to do business is ______

Joint Venture Name:	
Ву:	
(Signature of joint venture part	ner - attach evidence of authority to sign)
Name (typed or printed):	
Title:	
Phone No.:	Fax No.:
Joint Venture Name:	
Ву:	
	lence of authority to sign)
Name (typed or printed):	
Title:	
Business address:	
Phone No.:	Fax No.:
Phone and FAX Number, and Address fo	or receipt of official communications:

(Each joint venture 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.)

Penal Sum: ____

SECTION 00 43 15

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable. BIDDER (Name and Address): SURETY (Name and Address of Principal Place of Business): OWNER (Name and Address): BID Bid Due Date: Project (Brief Description Including Location): **BOND Bond Number:** Date (Not later than Bid due date):

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

(Figures)

(Words)

BIDDER	SURETY	
(Seal)	(\$	Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal	
Ву:	Ву:	
Signature and Title	Signature and Title	
	(Attach Power of Attorney)	
Attest:	Attest:	
Signature and Title	Signature and Title	

Note: Above addresses are to be used for giving required notice.

DAMAGES FORM

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to the County upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by the County for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and the County does not abandon the Project, then Bidder and Surety shall pay to the County the penal sum set forth on the face of this Bond, and
 - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the race of this Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1. The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the County) the executed Agreement required by the Bidding Documents arid any performance and payment bonds required b) the Bidding Documents, or
 - 3.2. All Bids are rejected by the County, or
 - 3.3. The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from the County, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount clue.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by the County and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the slate in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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SECTION 00 43 35

TABULATION OF SUBCONTRACTORS & SUPPLIERS

The undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER	CLASS OF WORK OR MATERIAL
	AND ADDRESS	
1		
_		
2		
_		
3		
_		
4		
_		
5		
_		
6		
_		
7		
-		
	D:0050	
	RIDDEK:	
	Ву:	
	Name:	
	Title:	
	Date:	

SECTION 00 44 55

FLORIDA TRENCH SAFETY ACT CERTIFICATION

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) as modified October 1, 2008. The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>	
1. Trench Safety Act Compliance	\$	
2. Special Shoring	\$	
Identify method of compliance for Item #2	1:	
Identify or attach a copy of Special Shoring	g requirements for Ite	em #2:
The undersigned certifies that he/she is the for this project, and hereby gives written applicable trench safety standards specific Florida, 90-96.	assurance that Contra cally set forth in Florid	nctor will comply with the da's Trench Safety Act, Laws of
BIDDER:		
Ву:		
Name:		
Title:		
Sworn to and subscribed before me this _	day of	, 20
 Notary Public		
Notally Fublic		
My Commission Expires:		

SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

Го:		Project:	
Date:	:		
quest the la	tions shall be answered fully. Bi	of date shown, shall be submitted to the idders who have qualified to bid on other it this form unless specifically requested to the extent allowed by applicable in the extent allowed by a properties all the extent allowed by a proper	er projects for this County withind by the County. The contents o
Name	e of Bidder:		
Busin	ess Address:		
		Street	
	City	State	Zip Code
1.	Number of years in business	s as a Contractor under the present:	
	Business Name		
	As Principal Contractor	As a Sub-Contra	actor
2.	Class of work you are equipp	ped to perform:	
3.	Class of work you usually sul	blet:	
4.	·	concern ever operated under any other	<u> </u>
5.	Have you ever failed to qual	ify as a responsible bidder? I	If so, give details.
6.	·	iter into a contract after the award is ma	
7.		plete any work? If so, give det	

HENRY SMITH ROAD IMPROVEMENTS PROJECT

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8.	Has any surety or fin	ancial institution	ever experience	d loss on your c	oncern?	·
	If so, give details:					
9.	Give name and addre			nd the contract	amount of	at least three
	(1)	(2))		(3)
Projec	ct Owner:					
Owne Mana	r Project ger:					
Email:						
Phone	e No:					
Addre	ess:					
City, S	State, Zip:					
Туре	of Work:					
Contra	act Amt: \$		\$		\$	
10.	Give name and addre	ess of the County	, type of work, ar	nd contract am	ount of pro	jects now in process
	Name		Address	Туре	of Work	Contract Amount
A						\$
В						\$
C						\$
D						\$
E						\$
11.	Indicate your experie Questions 9 and 10,		ruction of work si	milar to this pr	oject (if no	t demonstrated by
12.	Give construction ex	perience of princ	ipal individuals o	f your organiza	tion:	
	Name	Posit	ion Years	of Experience	Size an	d Type of Work
	A					

C		
D		
E		
Are there any judgments	, suits, or claims pending a	against you? If so, give details
Does your organization c	pperate as a corporation, p	artnership, or individual?
A. If a corporation, when	incorporated:	
In which state incorporate	ced:	
List name, title, and addr	ess of all officers:	
Name	Title	Address
(1)		
(2)		
(3)		
(4)		
(5)		
B. If a partnership, date o	of organization:	
General, Limited, or Asso	ociated?	
List name, address, and p	proportional interest of pa	rties:
Name	Address	Proportional Interest
(1)		
(2)		
(3)		
(4)		
(5)		

HENRY SMITH ROAD IMPROVEMENTS PROJECT

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The undersigned hereby declares and certifies that the foregoing is a true statement of the experience and condition of the organization, therein first given and that any agency or individual herein named authorized to supply any information as may be deemed necessary to verify this statement.

Signed	
Title	
Subscribed and sworn to before me this	
day of	, 20
	Notary Public
County,	
My Commission expires	

SECTION 00 45 19

NONCOLLUSION AFFIDAVIT

го:	The _	, herein o	called the "County."
Pursu	ant to b	oidding requirements for the work titled "	
			," ,"
he er	nclosed	contract documents shall be provided to the	County.
State	of		
			, being first duly sworn,
depos	ses, and	I says that:	
	A.	He is	(officer's title)
		of	
		the Bidder that has submitted the attache	d bid;
	В.	He is fully informed respecting the prepar	ation and contents of the attached bid and of
		all pertinent circumstances respecting suc	h bid;
	C.	Such bid is genuine and is not a collusive of	or sham bid;
	D.	employees, or parties in interest, including conspired, connived, or agreed, directly of person to submit a collusive or sham bid if attached bid has been submitted or to referent contract, or has in any manner, directly or or communication or conference with any or prices in the attached bid or of any oth cost element of the bid price or the bid price.	r indirectly with any other Bidder, firm, or n connection with the contract for which the rain from bidding in connection with such indirectly, sought by agreement or collusion other Bidder, firm, or person to fix the price er Bidder, or to fix any overhead, profit, or ice of any other Bidder, or to secure through unlawful agreement any advantage against the
	F	The price or prices quoted in the attached	hid are fair and proper and are not tainted by

this affiant.

any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners: employees, or parties in interest, including

Invitation to Bid	HENRY SMITH ROAD IMPROVEMENTS PROJECT	NC23-022RR-ITB
	(Signed)	
Subscribed and swor thisday	n to before me of, 20	
Notary Public		
My commission expir	es	

SECTION 00 45 20

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, her	eby certify that
	(print or type name of firm

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ➤ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of a drug free work place program.

HENRY SMITH ROAD IMPROVEMENTS PROJECT

NC23-022RR-ITB

"As a person authorized to sign a statement, I certify that the corporation complies fully with the requirements set forth he	
	Authorized Signature
	Date Signed
State of:	
County of:	
Sworn to and subscribed before me this day of _	, 20
Personally known or Produced Identification	
	(Specify type of Identification)
Notary Public	
My commission expires	

SECTION 00 45 30

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STA	ΓΕ OF			
	Befo	re me, the undersigned authori	ty, personally appeared	, who being
by n	ne first di	uly sworn, made the following s	statement:	
	1.	The business address of		
			(firm name of Bidder/Contractor)	
is				
	2.	My relationship to		
			(firm name of Bidder/Contractor)	
is				
		(relationship such as sole pr	oprietor, 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.)

director, executive, partner, shareholder, employed active in the management of the Bidder/Contractor determination has been made pursuant to 287.133	
The name of the convicted person or affiliate is	·
A copy of the order of the Division of Administrativ	e Hearings is attached to this statement.
(Draw a line through Paragraph 7 if Paragraph 6 ab	pove applies.)
(Sig	nature)
Sworn to and subscribed before me in the State ar	nd County first mentioned above on the
day of, 20	
Notary Public	_
, -	(affix seal
My commission expires	_

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My commission expires:

SECTION 00 45 35

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY COMPLETION, LAST THREE (3) YEARS

Name and Phone of Name and Address of Owner or Engineer Date of Project Owner or Engineer Representative Contract Status Amount (Signed) ______ Subscribed and sworn to before me this _____ day of _____ , 20 Print Name _____ **Notary Public**

SECTION 00 51 00

NOTICE OF AWARD

				CL O.	AWAILD					
TO:										
	CONTRACT	OR								
	1000555									
	ADDRESS									
	CITY	STATE ZIP								
PROJEC	Т:									
				N	AME					
	-	Board of Count ubmitted by	y Comi	missio	ners has co	nsidere	ed the	recomn for		ion to
describe	ed work	in response ed on					Bid , 2018.	(ITB),	Bid	No.
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Dated th	nis	day		, 20	·					
Nassau	County Board	d of County Com	mission	iers						
BY:										
TITI F										

ACCEPTANCE OF NOTICE

Receipt of the	e above Notice of Award	is hereby acknowledged by	
this	day of	, 20	
BY:		TITLE:	

SECTION 00 52 15

AGREEMENT

THIS AGREEMENT is dated as of the	day of	in the year <u>2022</u> by and between
		(Owner) and
		(Contractor).
Owner and Contractor, in consideration	of the mutual cove	nants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

This project consists of the milling and resurfacing of Henry Smith Road from CR 108 to SR 15 New Kings Road. The work to be performed is generally described as milling and resurfacing and corridor improvements and includes:

- Milling and resurfacing of existing pavements
- Drainage improvements
- Driveway improvements
- Guardrail removal and installation
- Erosion Control
- Traffic maintenance and protection
- Sodding of disturbed areas
- Signage and pavement markings

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

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:

HENRY SMITH ROAD IMPROVEMENTS PROJECT Bid Number NC23-022RR Nassau County, Florida

ARTICLE 3 - ENGINEER OF RECORD

3.01 The Project has been designed by Peters and Yaffee, 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 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 120 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 20 calendar days from the date of substantial completion. Total contract time shall be 140 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.

4.03 Liquidated Damages

A. Contractor and the County recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County \$500.00 for each day that expires after the time

specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 The County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 5.01A and 5.01 B below:
 - A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
 - B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid (attached hereto as an exhibit) for a Total of All Unit Prices of:

 (use words)

 (figures)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. The County shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer of Record may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. <u>90%</u> percent of the Work completed (with the balance being retainage)
 - b. <u>90%</u> percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- Upon Substantial Completion, the County shall pay an amount sufficient to increase
 total payments to Contractor to 95% percent of the Contract Price (with the balance
 being retainage), less such amounts as Engineer of Record shall determine or the County
 may withhold, for incomplete work and for other items in accordance with Paragraph
 14.02 of the General Conditions.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- **8.01** In order to induce the County to enter into this Agreement Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer of Record is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Project Manual (enumerated as follows):
 - a. Project Manual Table of Contents
 - b. General Conditions
 - c. Supplementary Conditions
 - d. Technical Specifications
 - e. Appendixes
 - f. Addenda, if any
 - 3. Exhibits to this Agreement (enumerated as follows):
 - a. General Information and Minimum Insurance Requirements
 - 4. Documentation submitted by Contractor prior to Notice of Award
 - 5. Drawing Index, if any
 - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Payment Bond
 - b. Performance Bond
 - c. Certificate of Liability Insurance
 - d. Notice to Proceed
 - e. Work Change Directives
 - f. Change Orders
 - g. Certificate of Substantial Completion
 - h. Certificate of Final Inspection
 - i. Certificate of Engineer
 - j. Certificate of Final Completion
 - k. CONTRACTOR'S release of Performance Bond
 - I. Construction Drawings and plans/As-Built Drawings
 - m. Supplemental Agreements
 - n. CONTRACTOR'S Waiver of Lien (Partial)
 - o. CONTRACTOR'S Waiver of Lien (Final and Complete)
 - p. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - q. Consent of Surety to Final Payment
 - r. Contractors Insurance Requirements, as set for in the Bid Documents
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

A. The County entered into a Small County Road Assistance Agreement with the State of Florida, Department of Transportation (Department), dated ______, Financial Project No. 434588-1-54-01, pursuant to Section 339.2816, Florida Statutes, to provide

funds for this project. Contractor, identified as a subcontractor under said agreement, agrees to be bound by the requirements of the FDOT-SCRAP agreement, incorporate by reference as if set forth herein.

B. Pursuant to the requirements of the FDOT-SCRAP agreement, referenced above, Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

C. Florida Statute 255.099 (Preference to State residents)

- a. 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.
 - i. 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 that the qualifications held by the other person or persons.
 - ii. A contractor required to employ STATE residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the STATE's job bank system

D. Public Records Requirement:

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, 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;

- a. Keep and maintain public records required by the public agency to perform the service.
- b. 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.

- c. 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.
- d. 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

[Remainder of page intentionally left blank]

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

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

OWNER	CONTRACTOR
Nassau County Board of County Commissioners	
Signed:	Signed:
Title:	Title:
Date:	Date:
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
Phone:FAX:	Phone:FAX:
	License
	(Where applicable)
Approved as to form by County Attorney	
Agent for service of process:	
Signature	

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

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

Invitation to Bid

SECTION 00 55 00

NOTICE TO PROCEED

TO:				
C	ONTRACTOR			
A	DDRESS			
CI	TY	STATE	ZIP	
PROJECT:	HENRY SMITH ROAL IMPROVEMENTS PR Bid Number NC23-022RR Nassau	OJECT		
You are h	•	mence work in a	ccordance	e with the Agreement dated
	act time for Substant mmencement.	ial Completion is		_ consecutive calendar days from the
	act time for Final Cor al Completion.	npletion is	conse	ecutive calendar days from the date of
The Contr	act time commences	to run	, 20_	·
The date	of Substantial Comple	etion is	, 20_	<u>_</u> .
The date	of Final Completion is	·	_, 20	
Nassau Co	ounty Board of Count	y Commissioners		
BY:				
TITLE:				
DATE:				

You are required to return an acknowledged copy of the Notice to Proceed to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, Florida 32097.

NC23-022RR-ITB

ACCEPTANCE OF NOTICE

Receipt of	the above Notice	to Proceed is hereby acknowledge
this	day of	, 20
BY:		
TITLE:		

NC23-022RR-ITB

SECTION 00 61 15

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):	SURETY (Name, and Address of Principal Place of Business):
OWNER (Name and Address):	
CONTRACT Effective Date of Agreement:	
Amount: Description (<i>Name and Location</i>):	
BOND	

Bond Number:

Date (Not earlier than Effective Date of

Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRAC	CTOR AS PRINCIPAL		SURETY	(
		(Seal)			(Seal)
Contrac	tor's Name and Corporate Seal		Suret	y's Name and Corporate Seal	
Ву:			Ву:		
	Signature			Signature (Attach Power of Attorney)	
	Print Name			Print Name	
	Title			Title	
Attest:			Attest:		
	Signature			Signature	
	Title			Title	

Note: Provide execution by additional parties, such as joint ventures, if necessary.

EJCDC No. C-610 (2007 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

- 1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
- 2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 - 1. Surety in accordance with the terms of the Contract; or
 - 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
- 3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
- 4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied

liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

- 5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
- 6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
- 7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
- 8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
- 10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of

NC23-022RR-ITB

- insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other party):

NC23-022RR-ITB

SECTION 00 61 16 PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name, and Address of Principal Place of

Business):

OWNER (Name and Address):

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of

Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRA	ACTOR AS PRINCIPAL		SUK	EIY	
Combin	antonia Nama and Camanata Caal	(Seal)	<u></u>	wate da Nama a and Campanata Caal	(Seal)
Contra	actor's Name and Corporate Seal		Su	rety's Name and Corporate Seal	
Ву:			Ву:		
	Signature			Signature (Attach Power of Attorney)	
	Print Name			Print Name	
	Title			Title	
Attest:	Title		Attest		
	Signature			Signature	
	Title			Title	

Note: Provide execution by additional parties, such as joint ventures, if necessary.

EJCDC No. C-615(A) (2007 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

- 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
- 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
- 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2

- 4.3 Claimants who do not have a direct contract with Contractor:
 - 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
- 5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
- 6. Reserved.
- 7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
- 8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of

the Work.

- 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

Invitation to Bid

HENRY SMITH ROAD IMPROVEMENTS PROJECT

NC23-022RR-ITB

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

APPLICATION AND CERTIFICATE FOR PROGRESS PAYMENT

OWNER:		
CONTRACTOR:		
Purchase Order No.:	Project Title:	
Engineer/Architect:		
Engineer/Architect Project No.:	Contract N	umber:
Progress Payment No.:	for Period	_to
1. Original Contract Sum		. \$
2. Net Change by Change Orders		\$
3. Contract Sum to Date (Line 1 + Line 2)		.\$
4. Work Completed to Date		.\$
5. Amount Retained (Percent)		.\$
6. Total Earned Less Retainage (Line 4 m	inus Line 5)	.\$
7. Less Previous Payments		\$
8. CURRENT PAYMENT DUE		. \$
	CERTIFICATION OF CONTRACTOR	
The undersigned CONTRACTOR certifies account of Work done under the Contra CONTRACTOR'S legitimate obligations in Payment numbered 1 through ir said Work or otherwise listed in or cover payment free and clear of all Liens, secur acceptable to OWNER indemnifying OW Work covered by this Application for Paydefective.	ct referred to above have been applicance in connection with Work conclusive; (2) title of all Work, mater red by this Application for Payment rity interests and encumbrances (enter against any such Lien, security	olied on account to discharge overed by prior Applications for ials and equipment incorporated in will pass to OWNER at time of except such as are covered by a Bond interest or encumbrance); and (3) all
Contractor By:	Date	
(Authorized Representative)	Title	

NC23-022RR-ITB

CERTIFICATION OF ENGINEER / ARCHITECT

In accordance with the Contract Documents, based upon on-site observations by the undersigned or duly authorized representatives or assistants, the Engineer / Architect certifies to the Owner that to the best of its knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:			\$
(Attach explanation if amount cer	tified differs from the a	mount applied for)	
ENGINEER / ARCHITECT:			
Ву:			
	(Date)	(Firm)	
	AFFIDAVIT OF CONTRA	CTOR	
STATE OF			
COUNTY OF			
Before me this day personally appeared $_$			_ who, being first duly
sworn, deposes and says:			
Γhat he is the	of		, and the
Contractor on the following described pul	blic works project:		
IOB DESCRIPTION:			_
CONTRACTING AUTHORITY: Nassau C	County Board of County	Commissioners	_
That all persons who furnish labor, supplication the CONTRACT have been paid, to cannot further AFFIANT SAYETH NOT.			uch improvements set
		Ву:	
WITNESS my hand and official seal, this _	day of	, 20	
		Notary Public	
		My Commission Expires	S:

Invitation to Bid	HENRY SMITH ROAD IMPROVEMENTS PROJECT	NC23-022RR-ITB
Project Title:	County Purchase Order No.: _	
Progress Payment No.	: Engineer / Architect Project No.:	

Item No.	Pay Item	Description of Item		ORIGINA	AL ESTIM	ATE	PREVIO COMP			1PLETED PERIOD	CC	MPLETED TO	DATE
			Unit	Qty. Bid	Unit Cost	Amount	Quan.	Amount	Quan.	Amount	Quan.	Amount	Percent Complete
	I	1	1	l	l	1		1	l	1	I	1	I

CONTRACTOR'S REQUEST FOR INFORMATION

TO:	
	(CONTRACTOR) DATE:
CONTRACTOR REQUEST FOR INFORMATION NO.:	
PROJECT NAME:	
CONTRACT NUMBER:	_ PURCHASE ORDER NO.:
QUESTION:	
BY: D	ATE:
REPLY:	
BY:	ATE:

Invitation to Bid

SECTION 00 63 36

FIELD ORDER

PROJECT:	REQUEST NO:
CONTRACT NO.:	PURCHASE ORDER NO.:
CONTRACTOR:	
•	xecute promptly this Field Order which interprets the Contract changes in the Work without change in Contract Price or Contract
,	e in Contract Price or Contract Time is required, please submit a e Owner immediately and before proceeding with this Work.
Field Order:	
Attachments: (Listing of atta	ched documents that support description)
1. Work Change Directive No)
2	
3	
5	
BY:	DATE:

Invitation to Bid

SECTION 00 63 49

WORK CHANGE DIRECTIVE

PROJECT:	REQUEST NO:
CONTRACT NO.:	PURCHASE ORDER NO.:
CONTRACTOR:	
You are directed to proceed promptly w	
Description:	
Purpose of Work Directive Change:	
Attachments:	
•	e(s) have affected the Contract Price or Contract Time, ereon will involve one of the following methods of
Method of determining a change in Cor	ntract Price:
[] Time and materials	
[] Unit prices	
Ost plus fixed fee	
[] Other	
Estimated increase (decrease) in Contra	
n the change involves an increase, the e authorization.	estimated amount is not to be exceeded without further
authonzation.	
Method of determining change in Contr	ract Time:
[] Contractor's records	
[] Owner's records	
[] Other	
Estimated increase (decrease) in Contra	act Time: days.

Invitation to Bid	HENRY SMITH ROAD IMPRO	OVEMENTS PROJECT	NC23-022RR-ITB
If the change involves authorization.	s an increase, the estimated tir	ne is not to be exceeded	without further
AUTHORIZED BY:		DATE:	

CHANGE ORDER REQUEST FORM

(instructions on 00 63 63-2)		No.
PROJEC	Г	
DATE OF ISSUANCE	EFFECTIVE D	PATE
NASSAU COUNTY BOARD OF COL	JNTY COMMISSIONER	RS
COUNTY Contract / Purchase Order CONTRACTOR-	No.:	ENGINEER / ARCHITECT-
You are directed to make the following	g changes in the Contr	ract Documents.
Attachments: (List documents suppor	rting change)	
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:
Original Contract Drice		Original Contract Times
Original Contract Price \$		Ready for Final Payment:
Ψ		Ready for Final Payment:(days and dates)
Net change from previous Change Orders	s Noto No	Net change from previous Change Orders No to No
\$		(days)
Contract Price prior to this Change Order		Contract Times Prior to this Change Order
\$		
		Substantial Completion:
		Ready for Final Payment:(days and dates)
Net Increase (decrease) of this Change C	order	Net Increase (decrease) of this Change Order
\$		(days)
Contract Price with all approved Change	Orders	Contract Times with all approved Change Orders
\$		Substantial Completion:
		Ready for Final Payment:(days and dates)
RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By:	By:
Engineer/Architect (Authorized Signature)	COUNTY (Authorized	Signature) Contractor (Authorized Signature)
Date:	Date:	Date:

Invitation to Bid

HENRY SMITH ROAD IMPROVEMENTS PROJECT

NC23-022RR-ITB

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order, thereon, should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer / Architect / Etc. initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from the County or both.

Once Engineer / Architect / Etc. has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to the County for approval. Engineer should make distribution of executed copies after approval by the County.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	
Purchase Order No.:	Contract No.:
This Certificate of Substantial Completion a	applies to:
[] All work under Contract [] Portion	of work described as follows:
	has been inspected by authorized representatives of the /ork is hereby declared to be substantially complete in on : DATE
inclusive, and the failure to include an item complete all the Work in accordance with t	r corrected is attached hereto. This list may not be all- in in it does not alter the responsibility of CONTRACTOR to the Contract Documents. The items in the tentative list shall or within days of the above date of Substantial
The date of Substantial Completion is the o	date upon which all guarantees and warranties begin.
SIGNED:	
NASSAU COUNTY CONSTRUCTION INSPEC	TOR (if applicable)
Ву:	DATE:
NASSAU COUNTY PROJECT MANAGER	
Ву:	DATE:
NASSAU COUNTY DEPARTMENT REPRESEI	NTATIVE
Ву:	DATE:
ENGINEER OF RECORD:	
By:	 DATE:
CONTRACTOR:	
By:	—— DATE:

TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED (PUNCH LIST)

Date:	Contract No.:	Purchase Order No.:	
Contractor:			
	not be all-inclusive, and the failure to inc TOR to complete all the Work in accord	clude an item does not alter the responsibility of ance with the Contract Documents.	
NO: ITEM:			

CERTIFICATE OF FINAL COMPLETION

Project:	
Purchase Order No.:	Contract No.:
This Certificate of Final Completion applies to:	
·	authorized representatives of the COUNTY and the complete in accordance with the Contract Documents or
DATE	
SIGNED:	
NASSAU COUNTY CONSTRUCTION INSPECTOR (if app	olicable)
By:	DATE:
NASSAU COUNTY PROJECT MANAGER	
By:	DATE:
NASSAU COUNTY DEPARTMENT REPRESENTATIVE	
Ву:	DATE:
ENGINEER OF RECORD:	
By:	
CONTRACTOR:	
By:	— DATE:

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress	• •
, hereby waives and releases its lien and right to	claim a lien for labor, services or materials
furnished through (date)	
to (customer)	
on the job of (COUNTY property)	
property:	
This waiver and release does not cover any retention of la	abor, services, or materials furnished after the
date specified.	· ,
Dated on, 20	
Lienor's Name	<u></u>
Address	
Ву	
Drintad	
Printed	

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes.

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payme	
, hereby waives and releases its lien and right to c	claim a lien for labor, services or materials
furnished through (date)	
to (customer)	
on the job of (COUNTY property)	
property:	
Dated on	
, 20	
Lienor's Name	
Address	<u></u>
Ву	<u> </u>
Printed	

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statute

Section 00 72 15 - General Conditions

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





Section 00 72 15 – General Conditions

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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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Section 00 72 15 – General Conditions

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

Section 00 72 15 – General Conditions

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

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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.
 - 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.
 - 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

- 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

- a. 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.
- b. 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.
- c. 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.
- <u>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.</u>

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 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.
- 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:
 - 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.
 - 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.
 - 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
 - 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

- 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.
- 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:
 - 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
 - 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 lease 50% of the normal work day on predetermined controlling work items due to adverse weather conditions.

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

- 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.
 - 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
 - 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:
 - Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 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:
 - 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;
 - 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
 - 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;
 - 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;
 - 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;

- 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:
 - 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.
- 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
 - 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.
 - 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.
 - 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.

- 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.
- 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.
- 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
 - 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

- 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
 - 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:
 - 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:
 - 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.
 - 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);
- 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 belief 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.

c. 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, expediters, 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:
 - 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
 - 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

- 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

- 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

- 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
- I. 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:
 - 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

- 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 <u>failure to start the Work in accordance with the Notice to Proceed or Contractor's</u> 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):
 - 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;
 - 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. <u>Any litigation action shall be filed in a state</u> <u>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.</u>

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 parts of these General Conditions.

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 THE WORK AND ITS PERFORMANCE

1.01 CHARACTER OF THE WORK

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

1.02 DESCRIPTION OF THE PROJECT

A. The project title is: **HENRY SMITH ROAD IMPROVEMENTS PROJECT**

Bid Number NC23-022RR Nassau County, Florida

B. This project consists of the milling and resurfacing of Henry Smith Road from CR 108 to SR 15 New Kings Road. The work to be performed is generally described as milling and resurfacing and corridor improvements and includes:

- Milling and resurfacing of existing pavements
- Drainage improvements
- Driveway improvements
- Guardrail removal and installation
- Erosion Control
- Traffic maintenance and protection
- Sodding of disturbed areas
- Signage and pavement markings

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

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, or Nassau County School System FCAT (as identified at the pre-bid conference), except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Available workdays to perform work will not include night time work, weekend work, or work before 8:00 am. or after 5:00 pm (40 hours per work week).

Should the Contractor deem it necessary to work on 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 County will authorize the Contractor to work such hours as may be necessary.

2.02 LANE CLOSURES

Lane closures will be allowed subject to Nassau County's Road Closure Policy.

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 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)

Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2018 Edition (Standard Specifications)

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

National Bureau of Standards (NBS)

National Electrical Manufacturer's Association (NEMA)

National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

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

Steel Structures Painting Council (SSPC)

Southern Standards Building Code (SSBC)

Underwriters' Laboratories, Inc. (UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding Safety

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

SECTION 01 22 50

MEASUREMENT AND PAYMENT

PART 1 GENERAL

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

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

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

Measurement and payment for all items shall be in accordance with the FDOT Standard Specifications for Road & Bridge Construction 2013 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, 2022-2023 Edition.
- B. Payment will be made under Item No. 101-1 Mobilization, on a lump sum basis.

Items 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, 2022-2023 Edition.

- B. Payment will be made under Item No. 102 as follows:
 - 2) Item No. 102-1 Maintenance of Traffic on a lump sum basis.

Item 3-5. Prevention, Control, and Abatement of Erosion and Water Pollution

- A. Measurement and Payment for Prevention, Control, and Abatement of Erosion and Water Pollution Items shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition. (as modified in Section 31 25 00 of these documents).
- B. Payment will be made under Item No. 104 as follows:
 - 3) Item No. 104-10-3 Sediment Barrier on a linear foot basis.
 - 4) Item No. 104-11 Floating Turbidity Barrier on a linear foot basis.
 - 5) Item No. 104-18 Inlet Protection System on a per each basis.

Item 6-7. Litter Removal and Mowing

- A. Measurement and Payment for Litter Removal and Mowing Items shall be in accordance with Section 107 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 107 as follows:
 - 6) Item No. 107-1 Litter Removal on a per acre basis.
 - 7) Item No. 107-2 Mowing on a per acre basis.

Item 8-9. 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, 2022-2023 Edition.
- B. Payment will be made under Item No. 110 as follows:
 - 8) Item No. 110-1-1 Clearing and Grubbing on a per acre basis.
 - 9) Item No. 110-4-10 Removal of Existing Concrete on a square yard basis.

Item 10-11. 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, 2022-2023 Edition.
- B. Payment will be made under Item No. 120 as follows:
 - 10) Item No. 120-1 Regular Embankment on a per cubic yard basis.
 - 11) Item No. 120-6 Embankment on a per cubic yard basis.

Item 12. Stabilization

- A. Measurement and Payment for Stabilization shall be in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 160 as follows:
 - 12) Item No. 160-4 Type B Stabilization on a square yard basis.

Item 13-14. Optional Base Course

- A. Measurement and Payment for Optional Base Course shall be in accordance with Section 285 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 285 as follows:
 - 13) Item No. 285-701 Optional Base Group 1 on a per square yard basis.
 - 14) Item No. 285-706 Optional Base Group 6 on a per square yard basis.

Item 15. Milling of Existing Asphalt Pavement

- A. Measurement and Payment for Milling of Existing Asphalt Pavement shall be in accordance with Section 327 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 327 as follows:
 - 15) Item No. 327-70-16 Milling Existing Asphalt Concrete, 0.5" Avg. Depth on a per square yard basis.

Item 16. Superpave Asphaltic Concrete

- A. Measurement and Payment for Superpave Asphaltic Concrete shall be in accordance with Section 334 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 334-1-52 Superpave Asphaltic Concrete SP-9.5 (Traffic B) on a per ton basis.

Item 17. Miscellaneous Asphaltic 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, 2022-2023 Edition.
- B. Payment will be made under Item No. 339-1 Miscellaneous Asphalt Pavement on a per ton basis.

Item 18-33. Concrete Structures, Pipe Culverts and Mitered End Sections

- A. Measurement and Payment for Pipe Culverts and Mitered End Sections shall be in accordance with Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 430 as follows:
 - 18) Item No. 430-174-118 Drainage Pipe, 18", RCP on a per linear foot basis.
 - 19) Item No. 430-175-124 Drainage Pipe, 24" RCP on a per linear foot basis.
 - 20) Item No. 430-175-215 Drainage Pipe, 13"X17" ECMP on a per linear foot basis.
 - 21) Item No. 430-175-254 Pipe Culvert, ERCP, 54" S/CD, on a per linear foot basis. (Optional Bid B)
 - 22) Item No. 430-175-260 Pipe Culvert, ERCP, 60" S/CD, on a per linear foot basis. (Optional Bid A)
 - 23) Item No. 430-554-202 Straight Concrete Endwalls, 54" on a per linear foot basis. (Optional Bid B)
 - 24) Item No. 430-560-102 Straight Concrete Endwalls, 60" on a per linear foot basis. (Optional Bid A)
 - 25) Item No. 430-982-129 Mitered End Section, 24" RCP, CD on a per linear foot basis.

- 26) Item No. 430-982-623 Mitered End Section, 13"X17" ECMP, CD on a per linear foot basis.
- 27) Item No. 430-982-638 Mitered End Section, 29"X42" ECMP, CD on a per linear foot basis.
- 28) Item No. 430-984-123-1 Mitered End Section, 15" RCP, SD on a per linear foot basis.
- 29) Item No. 430-984-123-2 Mitered End Section, 15" CMP, SD on a per linear foot basis.
- 30) Item No. 430-984-125-1 Mitered End Section, 18" RCP, SD on a per linear foot basis.
- 31) Item No. 430-984-125-2 Mitered End Section, 18 CMP, SD on a per linear foot basis.
- 32) Item No. 430-984-623 Mitered End Section, 13"X17" ECMP, SD on a linear foot basis.
- 33) Item No. 430-984-625 Mitered End Section, 15"X21" ECMP, SD on a linear foot basis.

Item 34. Concrete Driveway

- A. Measurement and Payment Concrete Driveway shall be in accordance with Section 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 522-2 Concrete Driveway on a per square yard basis.

Item 35. Concrete Ditch Pavement

- A. Measurement and Payment for Concrete Ditch Pavement shall be in accordance with Section 524 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 524-1-1 Concrete Ditch Pavement on a per square yard basis.

Item 36-37. Riprap and Bedding Stone

A. Measurement and Payment for Riprap and Bedding Stone shall be in accordance with Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.

- B. Payment will be made under Item No. 530 as follows:
 - 36) Item No. 530-3-4 Riprap is on a tonnage basis.
 - 37) Item No. 530-7-4 Bedding Stone is on a tonnage basis.

Item 38-42. Guardrail Items

- A. Measurement and Payment for Guardrail items shall be in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- C. Payment will be made under Item No. 536 as follows:
 - 38) Item No. 536-1-1 Guardrail Roadway General TL-3 on a per linear foot basis.
 - 39) Item No. 536-7-3 Special Guardrail Post Encased Post for Shallow Mount on per each basis.
 - 40) Item No. 536-73 Guardrail Removal on a per linear foot basis.
 - 41) Item No. 536-85-20 Guardrail End Treatment Trailing Anchorage
 - 42) Item No. 536-85-24 Guardrail End Anchorage Assy/End TR-Parallel on a per each basis.

Item 43. Performance Turf

- A. Measurement and Payment for Performance Turf shall be in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 570-1-2 Performance Turf, Sod on a per square yard basis.

Item 44-47. Highway Signs

- A. Measurement and Payment for Highway Signing shall be in accordance with Section 700 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 700 as follows:
 - 44) Item No. 700-1-11 Single Post Sign, Furnish & Install, up to 12 sf, Ground-Mount on an assembly basis.
 - 45) Item No. 700-1-12 Single Post Sign on an assembly basis.
 - 46) Item No. 700-1-50 Sign Post Sign, Relocate on assembly basis.
 - 47) Item No. 700-1-60 Single Post Sign, Remove on an assembly basis.

Item 48. Profiled Thermoplastic

- A. Measurement and Payment for Profiled Thermoplastic shall be in accordance with Section 701 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 701-18-101 Profiled Thermoplastic on a gross mile basis.

Item 49-51. Object Markers

- A. Measurement and Payment for Object Markers shall be in accordance with Section 705 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 705 as follows:
 - 49) Item No. 705-10-1 Object Marker, Type 1 on an each basis.
 - 50) Item No. 705-10-2 Object Marker, Type 2 on an each basis.
 - 51) Item No. 705-10-3 Object Marker, Type 3 on an each basis.

Item 52. Retroreflective Pavement Markers

- A. Measurement and Payment for Retroreflective Pavement Markers shall be in accordance with Section 706 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 706-1-1 Raised Pavement Markers on a per each basis.

Item 53-59. Thermoplastic Pavement Markings

- A. Measurement and Payment for Thermoplastic Pavement Markings shall be in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022-2023 Edition.
- B. Payment will be made under Item No. 711 as follows:
 - 53) Item No. 711-11-125 Thermoplastic, Standard, White, Solid, 24" for Stop Line and Crosswalk on a per linear foot basis.

- 54) Item No. 711-11-160 Thermoplastic, Standard, White, Solid, Message or Symbol on a per each basis.
- 55) Item No. 711-11-191 Thermoplastic, Preformed, 6", Railroad Dynamic Envelope on a linear foot basis.
- 56) Item No. 711-14-193 Thermoplastic, Preformed, 6", White on Asphalt Surface, Railroad Dynamic Envelope on a linear foot basis.
- 57) Item No. 711-16-101 Thermoplastic, Standard-Other Surfaces, White, Solid, 6" on a per gross mile basis.
- 58) Item No. 716-16-201 Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6" on a per gross mile basis.
- 59) Item No. 716-16-231 Thermoplastic, Standard-Other Surfaces, Yellow, Skip, 6" on a per gross mile basis.

SECTION 01 31 19

PROJECT MEETINGS

1.01 PRECONSTRUCTION CONFERENCE

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

1.02 PROGRESS MEETINGS

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

SECTION 01 33 00

SUBMITTAL PROCEDURES

1.01 SUMMARY

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

1.02 CONSTRUCTION SCHEDULE

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

1.03 SCHEDULE OF SUBMITTALS

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

1.04 SHOP DRAWINGS

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

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

1.05 PRODUCT DATA

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

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

1.06 SAMPLES

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

1.07 CERTIFICATES OF COMPLIANCE

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

1.08 PERMITS AND APPROVALS

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

1.09 TEST REPORTS

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

1.10 PROJECT RECORD DOCUMENTS

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

SECTION 01 41 23

PERMITS AND FEES

PART 1 - GENERAL

1.01 DESCRIPTION

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 01 45 00

QUALITY CONTROL

PART 1 GENERAL

1.01 CONTRACTOR QUALITY CONTROL PLAN

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

1.02 SECTION INCLUDES

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

1.03 CERTIFICATION AND TESTING

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

1.04 CONTRACTOR TO PROVIDE

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

1.05 OUTSIDE AGENCY

If the Contract Documents, laws, ordinances, rules, regulation or orders of any pubic 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 no 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.

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1.01 TEMPORARY ELECTRICITY

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

1.02 TEMPORARY LIGHTING

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

1.03 TEMPORARY WATER

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

1.04 TEMPORARY SANITARY FACILITIES

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

1.05 TEMPORARY FIRE PROTECTION

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

1.06 PROTECTION OF WORK AND PROPERTY

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

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

1.07 ENVIRONMENTAL CONTROLS

- A. Maintain erosion control measures to protect the project site and prevent sediment pollution of adjacent water courses and properties.
 - 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, 2013 Edition and Index Nos. 102 and 103 in the 2014 Roadway and Traffic Design Standards Manual.
- B. Provide controls to confine dust and dirt within project area. Thoroughly soak masonry and debris during demolition and loading operations. Water exposed soils or aggregates as required to prevent windblown dust.
- C. Provide noise control measures to limit the amount of noise and prevent nuisance. Properly equip all equipment with mufflers. Limit construction activities generating significant noise to normal working hours.

1.08 TRAFFIC CONTROL

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

1.09 CONSTRUCTION CLEANING

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

1.10 DISPOSAL

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

SECTION 01 55 26

TRAFFIC CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 REFERENCE STANDARDS

A. General

- 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, 2022 Edition.

1.03 SUBMITTALS

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

- necessary in the process of construction to close or restrict traffic to such thoroughfare, or as may be otherwise required by the governing authority.
- B. For any road or lane closures on this project, Contractor shall refer to the Nassau County Road Closure Policy and contact Nassau County Engineering Services Department at (904) 530-6225.

1.04 SITE CONDITIONS

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

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

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 01 60 00

PRODUCT REQUIREMENTS

1.01 PRODUCTS

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

1.02 MANUFACTURER'S DIRECTIONS

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

1.03 SOURCE OF PRODUCTS

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

1.04 ACCEPTABLE MANUFACTURERS

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

1.05 OPTIONS AND CHANGES

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

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

1.06 BID PHASE SUBSTITUTIONS

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

1.07 CONSTRUCTION PHASE SUBSTITUTIONS

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

1.08 DEFECTIVE PRODUCTS

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

1.09 TRANSPORTATION AND HANDLING

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

1.10 MATERIAL PROTECTION

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

1.11 STORAGE

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

SECTION 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Florida Registered Engineer or Land Surveyor.

1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points are designated on Drawings.
 All elevations are based on the benchmarks shown on the plans. Establish all vertical and horizontal controls required for construction.
- B. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction.
 - 1. Make no changes or relocations of such points without prior written notice to Engineer of Record and the County.
 - 2. Report to Engineer of Record and the County when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Require surveyor to replace control points which may be lost or destroyed Establish replacements based on original survey control.
 - 4. Engineer of Record will identify existing control points and properly line corner stakes indicated on Drawings, as required.
 - 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 bench marks on the project site, all referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrument and similar appropriate means.
 - 1. Site improvements.
 - 2. Controlling lines and levels required for mechanical and electrical trades.
- C. Verify layouts by same methods from time to time.

1.05 RECORDS

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

1.06 SUBMITTALS

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 01 77 00

CLOSEOUT PROCEDURES

1.01 SUMMARY

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

1.02 FACILITY START-UP

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

1.03 SUBSTANTIAL COMPLETION

- A. Contractor shall notify 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.
 - 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.
 - 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
 - Certification of Inspections "Certification Package"
 - 6. Warranties and Bonds
 - 7. As-Built Drawings
 - 8. Operation and Maintenance Manuals
 - 9. All other documents as required in the Contract Documents.

DIVISION 31

EARTHWORK

SECTION 31 05 10

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 Section 31 05 10-1

- 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.

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.

SECTION 31 20 00

EARTHWORK

PART 1 GENERAL

1.01 SUMMARY

- A. Provide earthwork as shown and as specified. Comply with applicable provisions of Div. 00 and 01.
- B. Excavation and Embankment shall be constructed, measured, and paid for in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge, 2022 Edition, and the FDOT Design Standards, (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.

- 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 insure 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>	Compaction ²
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.

SECTION 31 23 31

EXCAVATION FOR STRUCTURES AND PIPE

PART 1 GENERAL

1.01 SUMMARY

A. Excavation for structures and pipe shall be in accordance with Section 125 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition.

1.02 FOUNDATION PREPARATION

- A. The Contractor shall excavate at least two feet of clayey soils below manhole bases and one foot below pipeline inverts, if needed, and replace and compact with structural backfill to final bearing elevation. Compacted structural fill should then be placed around and above structures and pipelines to final grade. Compaction shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition.
- B. The Contractor shall maintain a dewatering system, if necessary, to sufficiently lower the water table in these areas at least 2 feet below the proposed depth of excavation. The dewatering system should not be decommissioned until sufficient deadweight exists on the structures to prevent uplift.

SECTION 31 23 33

TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 SUMMARY

A. Provide trenching and backfilling for piping, conduits, and other buried utilities as shown and as specified. Comply with applicable provisions of Divisions 00 and 01.

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 tests and field density tests required under "Testing" article. Make submittals in accordance with Section 01 01 00 and 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. Determine mechanical analysis, liquid and plastic limit, and moisture-density curve (ASTM D698) for each type of soil encountered.
- B. Perform at least two field density tests in random compacted backfill layers for every 400 linear feet of trench, or fraction thereof, under roadways and walks. Density tests shall be at randomly selected locations and in accordance with ASTM D1556 (sand cone method) or ASTM D2922 (nuclear method). Where field testing indicates that soils 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 MEASUREMENT AND PAYMENT

A. Trenching, backfilling, and compacting work specified under this Section, including removing and disposing of obstructions, repairing or replacing damaged items, dewatering, and related construction delays, shall be considered incidental to bid items, no additional compensation will be allowed unless a separate pay item is included in Bid Schedule or otherwise provided below.

PART 2 PRODUCTS

2.01 SOIL MATERIALS, GENERAL

- A. Soil for fill and backfill 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 excavated from site may be used if it meets requirements specified. If necessary, furnish additional approved material from suitable off-site sources.

2.02 WASHED OR CRUSHED STONE

A. Clean, hard, tough, durable, 1-1/2 in. washed stone, crushed rock, crushed gravel, or gravel free from adherent coatings and soft, flat, or elongated particles.

2.03 GRANULAR BASE, BEDDING, AND BACKFILL

A. Soils complying with AASHTO M-145 soil classification system groups A-1-a, A-1-b or A-3. Aggregate shall pass a 1-1/2-in, sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 15% by weight shall pass a No. 200 sieve.

2.04 STRUCTURAL BACKFILL

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 and Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition.

2.05 BACKFILL

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

PART 3 EXECUTION

3.01 PREPARATION

A. Provide site preparation, including clearing and topsoil removal, as required in accordance with Section 31 05 10.

3.02 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 insure that pipe rests evenly along barrel and is not resting on bell.
- B. Excavation shall extend to bottom of pipe bedding. Unnecessary excavation below this required level shall be filled with compacted sand, gravel, crushed stone or concrete, as approved by Engineer of Record and the County.
- C. 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. In rock, bottom of trench shall be 6 in, below pipe barrel. Under foundations and footings, bottom of trench shall be 8 in, below pipe Provide Granular Bedding as specified below.
- D. Trench widths in ordinary soil shall be limited at top of pipe to not less than a 24 in. clearance on either side of barrel to allow for installation of bedding material between pipe and trench wall. Maximum trench width at top of pipe shall be outside pipe diameter plus 24 in. (30 in. minimum). Trench above top of pipe

- may be sloped, stepped or vertical to comply with state and federal regulations regarding trenches.
- E. Minimum trench width in rock shall not be less than that for ordinary soil.
 Maximum trench width shall be outside pipe diameter plus 18 in. for an unsheathed trench, and outside pipe diameter plus 24 in. for sheathed trench.

3.03 STABILITY OF TRENCHES

- A. Slope sides of trenches to angle of repose of material excavated, otherwise, provide sheathing and bracing where sloping is not possible either because of space restrictions or stability of material excavated. Comply with applicable codes and ordinances.
- B. Maintain sides and slopes of trenches in a safe condition until completion of backfilling. Take precautions to prevent slides or cave-ins when trenches are made in locations adjacent to backfilled trenches, and when sides of trenches are subjected to vibrations from traffic, machinery, or any other source.

3.04 SHEATHING AND BRACING

- A. Provide tight sheathing where necessary to protect nearby structures and pavements, or when trench size must be confined. Notify Engineer of Record of unforeseen condition that requires use of sheathing. Sheathing shall be driven unless soil conditions allow sets to be placed after excavating. If placed after excavating, voids between trench wall and sheathing shall be immediately filled with sand.
- B. Removal of sheathing shall not take place until trench is backfilled. Compact backfill by flooding or jetting after sheathing is removed. Obtain written approval to leave some or all of sheathed sets to remain in place; cut off and remove upper portion within 2 ft of surface.

3.05 LIMITS OF AMOUNT OF WORK OPENED

A. Do not open trenches more than 200 ft in advance of pipe laying unless otherwise permitted by Engineer of Record and the County; backfilling shall be kept within 600 ft of completed pipe laying Provide construction fence barricades around open trenches and pits when unattended.

- B. Trenches adjacent to roadways in service shall be backfilled to existing grade at completion of each day's work. Trenches elsewhere shall be backfilled each evening to within 50 ft of complete pipe installation.
- C. Maintain access to commercial enterprises at all times. Intersecting streets, private drives, and alleys shall be open to traffic at end of each day, unless otherwise approved.

3.06 WET TRENCH CONDITIONS

- A. Contractor shall attempt to dispose of ground water or surface drainage entering trench by employing ordinary dewatering techniques such as use of sump pumps, sump pits adjacent to pipe alignment, dikes, and similar methods. Dispose of or divert water along existing drainage ways. Do not place water so that it ponds on roadway subgrade or adjacent private property.
- B. Allowing water to flow into pipe being laid will not be permitted, except for storm sewer after joints have set. Install temporary stopper or plug on upper end of pipe if there is danger of sand or debris being washed into pipe.

3.07 UNSTABLE TRENCH BOTTOM

A. When trench bottom is unstable because of ground water, Engineer of Record and the County may require extra excavation to remove unstable material.

Provide Washed or Crushed Stone foundation followed by Granular Bedding as required in "Bedding and Initial Backfill" article.

3.08 POOR SUBSOIL MATERIALS

A. Notify Engineer of Record and the County whenever muck, sawdust, bark, or other material is encountered which would not form a suitable and permanent base; Engineer of Record and the County may order it removed and replaced with Granular Base up to bottom of normal trench section.

3.09 BEDDING AND INITIAL 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; see Details. Place and compact bedding so that it fills and supports pipe haunch area.
- C. 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.

3.10 TRENCH BACKFILL

- A. Backfill more than 1 ft over pipe under roadways and walks shall be Structural Backfill. All other trench backfill over initial backfill zone may be previously excavated soil subject to approval by Engineer of Record and the County.
- B. Backfilling above initial backfill zone in areas where settlement is not critical may be done from top of trench by mechanical means. In no case shall backfill material be dropped from such a height or in such a volume that its impact will cause dislocation or damage to piping.
- C. When backfilling in freezing temperatures, cover pipe and tamp backfill around pipe using only loose thawed material. Do not place frozen material in trench within 2 ft of top of pipe, nor around manholes and other structures.

3.11 COMPACTION

A. Provide compaction equipment required to obtain specified compaction.

Compaction shall be by mechanical means, except bedding and initial backfill may be hand or mechanically tamped. Compact each layer of soil material to not less than the density specified in Part 4 Schedules.

3.12 RESTORATION

A. Unless otherwise specified, restore surface drainage, pavements, lawns, and other areas disturbed by construction to their original conditions. Areas adjacent to roadway shall be sloped to drain.

3.13 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. If directed by the County, deliver excess excavated materials to designated areas within a 20 mile radius of point of loading. Dispose of excess excavated materials not wanted by the County and waste materials at legal disposal site.

PART 4 SCHEDULES

4.01 COMPACTION SCHEDULE

<u>Material Type</u>	<u>Usage</u>	Lift <u>Thickness</u>	Compaction ¹
Washed or Crushed Stone	Unstable trench bottom	6"	98%
Granular Base	Over excavation	6"	98%
Granular Bedding	Bedding and haunching	6"	98%
Granular Backfill	Initial backfill	6"	98%
Structural Backfill	Trench backfill under roadways and walks	6"	98%
Backfill	Trench backfill 10' from under roadways and walks	12"	95%

¹Percent of maximum density determined in accordance with ASTM D698 or AASHTO Modified Proctor T 188.

SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. In addition to the requirements of the applicable sections in Divisions 00 and 01:
 - 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.
 - 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, 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.

1.02 QUALITY ASSURANCE

- A. The provisions for prevention, control arid 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.

1.03 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.

1.04 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.

1.05 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

2.01 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):

4.

Tear strength (Test ASTM D2263):

- 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

PART 3 - EXECUTION

3.01 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, 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.

50 lbs

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.

3.02 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.

3.03 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.

3.04 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.

3.05 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.

DIVISION 32

EXTERIOR IMPROVEMENTS

MAILBOXES

PART 1 GENERAL

1.01 SUMMARY

A. Mailboxes, F & I, when the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Furnish, install, and measure the mailboxes in accordance with the FDOT Design Standards 532 and in accordance with Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge, 2022 Edition. Payment for mailboxes will be in accordance with Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge, 2022 Edition.

STABILIZING

PART 1 GENERAL

1.01 SUMMARY

A. Type B Stabilization, 12" Depth, shall be constructed in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

OPTIONAL BASE COURSE

PART 1 GENERAL

1.01 SUMMARY

A. Optional Base, Base Group 01 and Base Group 06 shall be constructed in accordance with Section 285 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

Milling of Existing Asphalt Pavement

PART 1 GENERAL

1.01 SUMMARY

A. Milling of Existing Asphalt Pavement shall be constructed, measured, and paid for in accordance with Section 327 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

SUPERPAVE ASPHALT CONCRETE

PART 1 GENERAL

1.01 SUMMARY

A. Superpave Asphalt Concrete, SP-9.5, Traffic B, PG 76-22, shall be constructed in accordance with Section 334 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

MISCELLANEOUS ASPHALT PAVEMENT

PART 1 GENERAL

1.01 SUMMARY

A. Miscellaneous Asphalt Pavement shall be constructed, measured, and paid for in accordance with Section 339 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

PIPE CULVERTS

PART 1 GENERAL

1.01 SUMMARY

- A. Pipe Culverts and Mitered End Sections shall be constructed, measured, and paid for in accordance with Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.
- B. Class I Concrete (36" Straight Concrete Endwall), shall be constructed, measured, and paid for in accordance with Section 400 of the Florida
 Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.
- C. Riprap, Rubble, F&I, Ditch Lining, shall be constructed, measured, and paid for in accordance with Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.
- D. Bedding Stone, shall be constructed, measured, and paid for in accordance with Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

PERFORMANCE TURF

PART 1 GENERAL

1.01 SUMMARY

A. Performance Turf shall be constructed, measured, and paid for in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition and constructed to the lines, grades, and dimensions shown on the plans.

GUARDRAIL

PART 1 GENERAL

1.01 SUMMARY

- A. Removal of existing guardrail shall be accomplished, measured, and paid for in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition and constructed to the lines, grades, and dimensions shown on the plans.
- B. Guardrail, guardrail end treatments, and special guardrail posts shall be constructed, measured, and paid for in accordance with Section 536 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition and constructed to the lines, grades, and dimensions shown on the plans.

Mobilization

PART 1 GENERAL

1.01 SUMMARY

A. Mobilization shall be accomplished, measured, and paid for in accordance with Section 101 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

Maintenance of Traffic

PART 1 GENERAL

1.01 SUMMARY

A. Maintenance of Traffic shall be accomplished, measured, and paid for in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

Highway Signing

PART 1 GENERAL

1.01 SUMMARY

A. Highway Signing shall be constructed, measured, and paid for in accordance with Section 700 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

Retroreflective Pavement Markers

PART 1 GENERAL

1.01 SUMMARY

A. Retroreflective pavement markers shall be constructed, measured, and paid for in accordance with Section 706 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

Thermoplastic Pavement Markings

PART 1 GENERAL

1.01 SUMMARY

A. Thermoplastic pavement markings shall be constructed, measured, and paid for in accordance with Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition, including Supplemental Specifications.

APPENDIX A

GEOTECHNICAL REPORT

Report of Geotechnical Exploration

For

Henry Smith Roadway Improvements
Nassau County, Florida

MAE Project No. 0029-0004 February 25, 2020

Prepared for:



9822 Tapestry Park Circle , Suite 205 Jacksonville, Florida 32246

Prepared by:



3728 Philips Highway, Suite 208 Jacksonville, Florida 32207 Phone (904) 519-6990 Fax (904) 519-6992 February 25, 2020

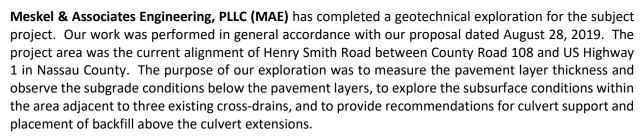
Mr. Dow W. Peters III, P.E. Peters & Yaffee, Inc. 9822 Tapestry Park Circle, Suite 205 Jacksonville, Florida 32246

Subject: Report of Geotechnical Exploration

Henry Smith Road Improvements

Nassau County, Florida MAE Project No. 0029-0004

Dear Mr. Peters,



As further discussed in this report, the pavement cores showed the existing pavement section to consist of a surficial asphalt layer between 1½ to 2 inches thick, underlain by an apparent limerock base course layer between 4 ¾ and 10 ¼ inches thick. The base course was generally underlain by fine sands and fine sands with silt (A-3) to approximately 3 feet below the pavement surface. The SPT borings for the culvert (CD-1 to CD-3) encountered very loose to medium dense fine sands to silty fine sands (SP, SP-SM, SM) containing varying amounts of organic fines and root fragments to the boring termination depths of up to 10 feet below the existing ground surface. Hand auger borings (B-1 to B-6) were located adjacent to the existing culverts and encountered similar soil conditions to the termination depths of about 3 feet below existing grade. Muck probes were located within the existing waterway at each culvert location and encountered approximately 3 to 28 inches of soft muck and/or sandy soils below the bottom of the existing channel.

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project. If you have any questions, or if we may be of any further service, please contact us.

Sincerely,

MESKEL & ASSOCIATES ENGINEERING, PLLC MAE FL Certificate of Authorization No. 28142

P. Rodney Mank, State of Florida, Professional Engineer, License No. 41986. This item has been electronically signed and sealed by P. Rodney Mank, P.E. on 02/25/2020 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Meskel & Associates Engineering
Geotechnical r Environmental r Inspection r Testing

W. Josh Mele, E.I.

Staff Engineer

P. Rodney Mank, P.E. Principal Engineer Licensed, Florida No. 41986

Distribution: Mr. Dow W. Peters III, P.E. – Peters & Yaffee, Inc. 1 pdf



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FIGURES

Figure 1. Site Vicinity / Topographic Map Figure 2. Pavement Core Location Plan

Figure 2A. Boring Location Plan
Figures 3-8. Generalized Soil Profiles

APPENDICES

Appendix A. Soil Boring Logs

Field Exploration Procedures

Key to Boring Logs

Key to Soil Classification

Appendix B. Summary of Laboratory Test Results

Laboratory Test Procedures

Appendix C. Pavement Core Photographs

Appendix D. Photographs of Existing Cross-Drains

1.0 PROJECT INFORMATION

1.1 General

Project information was provided to us by Mr. Dow Peters, P.E., with Peters & Yaffee, Inc. We were provided an untitled, undated aerial that shows the alignment of the planed roadway mill and resurfacing. We were also provided the locations of the three existing cross-drains via an email dated January 8, 2020.

1.2 Project Description & Site Conditions

The site for the subject project is located along Henry Smith Road, between its intersections with County Road 108 and New Kings Road (US-1) in Hilliard, Nassau County, Florida. The general site location is shown on Figure 1.

Based on the provided information and our discussions with Mr. Peters, we understand the project consists of milling and resurfacing Henry Smith Road from CR 108 to US-1. The project length is approximately 1.8 miles, or 9,500 feet. The road is currently a 2-lane urban section roadway with unpaved shoulders. In addition, drainage improvements are planned at three existing cross drain locations. We understand this will include extending the existing corrugated metal pipes and construction of new headwall structures. We have assumed the headwalls will be cast-in-place concrete structures.

Google Earth .kmz files were provided for the locations of the cross-drains; and were titled Cross-Drain 1 through 3, from west to east as shown on our *Boring Location Plan*, Figure 2A. Cross-Drain 1 consists of two 48-inch corrugated steel pipes, Cross-Drain 2 consists of two 72-inch corrugated steel pipes, and Cross-Drain 3 consists of one 48-inch pipe. The headwall structures at all three locations consist of what appear to be stacked concrete bags. We observed some settlement of the concrete bag "wingwalls" resulting in settlement of the overlying pavement edge and metal guardrails. We also observed that the pipe at Cross-Drain 3 has deformed to a more elliptical shape. Photographs of the existing cross drain conditions are included in Appendix D.

If actual project information varies from these conditions, then the recommendations in this report may need to be re-evaluated. Any changes in these conditions should be provided so the need for re-evaluation of our recommendations can be assessed prior to final design.

2.0 FIELD EXPLORATION

A field exploration was performed during the period of December 30, 2019 to January 15, 2020. A copy of an aerial obtained from Google Earth, which shows the approximate pavement core and boring locations, is included as the *Pavement Core Location Plan* and the *Boring Location Plan*, Figures 2 and 2A, respectively. The pavement core and boring locations were determined by us and then presented to Peters & Yaffee for approval. Upon approval, GPS coordinates were obtained from Google Earth, and the pavement core and boring locations were marked in the field. Prior to starting our field exploration, a utility locate request was submitted to the Sunshine State One-Call Center. Once the site utilities were located and marked, our field crew mobilized to the site. The pavement core and boring locations, as shown on Figures 2 and 2A, should be considered approximate.

2.1 Pavement Cores and Associated Hand Auger Borings

The existing pavement layer was cored at 10 locations to measure the thickness of the asphalt surface and underlying base layer. Each core location was drilled using a 4-inch diameter diamond coated core barrel connected to free standing mechanical drill equipment. Water was used during core sampling to cool the core barrel and to limit dust and debris generated from the coring process. Once the core barrel reached the bottom of the base course, a hand-held bucket auger was used to obtain samples of the underlying subgrade soils. The hand auger boring was advanced to a depth of 3 feet below the pavement surface in general accordance with the methodology outlined in ASTM D 1452. Representative soil samples were recovered from the auger borings and returned to our laboratory for further testing and classification.

Once the asphalt surface layer and underlying base course layer were measured, the recovered asphalt core was transported to our laboratory. Once each core/boring was complete, the hole was backfilled with soil cuttings up to the bottom of the existing base course material and then topped with an asphaltic cold-patch material in compacted lifts to a height slightly above the adjacent pavement surface. Descriptions of the asphalt pavement cores and observed base course material are provided in Section 4.2 below, and photographs of the recovered asphalt core samples are included in Appendix C.

2.2 Standard Penetration Test and Auger Borings

Three Standard Penetration Test (SPT) borings were located adjacent to the existing cross-drain structures, as shown on the *Boring Location Plan*, Figure 2A, to explore the subsurface conditions in the general area of the proposed pipe extensions. The surface soil conditions were wet due to recent rains, which prevented access to the planned culvert extension areas with our wheeled truck and ATV-mounted drilling equipment. Therefore, our portable (tri-pod) drilling equipment was used to perform the borings. Each boring was advanced to a depth of 10 feet below the existing ground surface in general accordance with ASTM D 1586. Split-spoon soil samples recovered during performance of the borings were visually described in the field and representative portions of the samples were transported to our laboratory for classification and testing. A summary of the field procedures is included in Appendix A.

In addition, hand auger borings and soil probes were located adjacent to both ends of the existing culverts to explore the subsurface conditions at each cross-drain extension area. The hand auger borings were advanced using a hand-held bucket auger to depths of approximately 3 to 4 feet below the existing ground surface in general accordance with the methodology outlined in ASTM D 1452. Representative soil samples were recovered from the auger borings and returned to our laboratory for classification and testing. A summary of the field procedures is included in Appendix A.

2.3 Muck Probes

Muck probes were located within the existing waterway adjacent to each culvert. The purpose of the soil probes was to explore the bottom of the drainageways for any soft soil or muck deposits that would impact the proposed pipe extensions. The probes were located across the approximate width of the drainageway up to 15 feet from the existing culverts. The soil probes were conducted by hand pushing a small diameter steel rod into the bottom soils until penetration was refused. It should be noted that generally probes can be pushed through very soft to relatively stiff soils/organic materials, silt or clay deposits, and through very loose, very wet sand. However, it is possible that the probes could terminate on obstructions such as roots or debris such that loose, organic or soft soils could exist below the probed depths. The results of the muck probes are tabulated in Section 4.1.

3.0 LABORATORY TESTING

3.1 Visual Classification

Representative samples of the existing pavement subgrade soils obtained from the pavement cores were packaged and transferred to our laboratory. The soil samples were classified using the AASHTO Soil Classification System in general accordance with ASTM D 3282.

Representative samples of the subgrade soils obtained from the SPT and auger borings located within the culvert extension areas were packaged and transferred to our laboratory. The soil samples were classified using the Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. A summary of the resulting soil descriptions is shown on the *Generalized Soil Profiles*, Figures 3 through 8. Keys to both soil classification systems are included in Appendix A.

3.2 Index Tests

Quantitative laboratory testing was performed by us on selected samples of the soils encountered during the field exploration. The laboratory testing was performed to better define the composition of the soils encountered, and to help determine their suitability for support of the proposed culvert extensions. The laboratory testing determined the percent fines, natural moisture content and organic material content of the tested samples. The results of the laboratory testing are presented on the *Summary of Laboratory Test Results* sheet that is included in Appendix B. The laboratory test procedures used in the laboratory testing program are also included in Appendix B.

4.0 GENERAL SUBSURFACE CONDITIONS

Graphical presentation of the generalized subsurface conditions is presented on the *Generalized Soil Profiles* sheets, Figures 3 through 8. Detailed boring logs are included in Appendix A. When reviewing the soil profiles and boring logs, it should be understood that the soil conditions will vary between the boring locations.

4.1 Cross-Drains

In general, the SPT borings for the culvert (CD-1 to CD-3) encountered very loose to medium dense fine sands to silty fine sands (SP, SP-SM, SM) containing varying amounts of organic fines and root fragments to the boring termination depths of 10 feet below the existing ground surface. The hand auger borings (B-1 to B-6) located adjacent to the existing culverts encountered similar soil conditions to their termination depths of about 3 feet below existing grade.

4.1.1 Groundwater Level

The groundwater level was encountered at each of the SPT and hand auger cross-drain boring locations and was recorded at the time of drilling. The measured groundwater levels for each culvert location are as tabulated below:

MEASURED GROUNDWATER LEVELS			
Culvert	Range of Recorded Groundwater Levels		
Cross-Drain 1	3 inches to 1-foot 3 inches		
Cross-Drain 2	1-foot 6 inches to 2 feet 4 inches		
Cross-Drain 3	8 inches to 2 feet 4 inches		

It should be anticipated that the groundwater levels will fluctuate seasonally and with changes in climate. As such, we recommend that the water table be remeasured prior to construction. Measured groundwater levels are shown the boring profiles and boring logs.

4.1.2 Muck Probes

As discussed earlier in the report, muck probes were located within the current drainageway on both sides of the existing cross-drains. The probes were located up to 15 feet from the end of the existing pipes. The results of the probes are tabulated below:

Culvert Location	Conditions North of Existing Culvert	Conditions South of Existing Culvert
CD-1	6"-8" water, 6" of muck, 6"-22" loose sand	6"-18" water, 24" loose sand
CD-2	12"-24" water, 6-20" loose sand	6"-18" water, 7"-12" loose sand
CD-3	3"-12" water, 2"-3" loose sand	12" water, 2"-3" loose sand

4.2 Pavement Cores

The thickness of the pavement layers (asphalt and base) as encountered was measured at each of the core locations. The recovered asphalt core samples were returned to our laboratory to verify the thickness of the asphalt layers as measured in the field, and to observe the overall condition of the asphalt samples. The measured asphalt thickness, the observed base course material and measured thickness, the observed subgrade soil classification and the measured groundwater level where encountered at each of the pavement core locations are shown in the following table:

Pavement		Asphalt Thickness (in.)	Base		Subgrade	Groundwater	
Core No.	Direction		Material Thickness Type (in.)				
				(in.)	Soil Class.	(Y/N)	Depth
Starting at CR	Starting at CR 108:						
PC-10	Westbound	1 1/2	LR	8	A-3	N	
PC-1	Eastbound	1 ¾	LR	8	A-3	Υ	2' 9"
PC-9	Westbound	1 ¾	LR	9 1/4	A-3	N	

Pavement	Direction	Asphalt Thickness (in.)	Base			Groundwater	
Core No.			Material Type	Thickness (in.)	Subgrade Soil Class.	(Y/N)	Depth
PC-2	Eastbound	2	LR	6	A-3	N	
PC-8	Westbound	1 %	LR	10 1/4	A-3	N	
PC-3	Eastbound	1 1/4	LR	7 1/4	A-3	N	
PC-7	Westbound	1 ½	LR	8 1/2	A-3	N	
PC-4	Eastbound	1 ½	LR	4 3/4	A-3	N	
PC-6	Westbound	2	LR	8 1/2	A-3	Υ	2' 7"
PC-5	Eastbound	1 1/8	LR	7 1/4	A-3	N	
Ending at US	Ending at US 1						

Based on our observations, descriptions of the obtained asphalt layer core samples are as follows:

Core No.	Comments
PC-1	Core appears to consist of three distinct layers of asphalt. The top layer is measured at ½-inch and consists of fine aggregate. The second layer is measured ½-inch and consists of fine aggregate. The bottom is measured at ½-inch and consists of coarse aggregate. Cracks were observed on the bottom of the core, with a dark damp area at the middle of the bottom of the core.
PC-2	Core appears to consist of two distinct layers of asphalt. The top layer is measured at 1% inches and consists of fine aggregate. The bottom layer is measured at $\%$ -inch and consists of fine aggregate.
PC-3	Core appears to consist of two distinct layers of asphalt. The top layer is measured at ¾-inch and consists of fine aggregate. The bottom layer is measured at ½-inch and consists of fine aggregate. Small voids were observed along the sides of the core.
PC-4	Core appears to consist of two distinct layers of asphalt. The top layer is measured at %-inch and consists of fine aggregate. The bottom layer is measured at %-inch and consists of fine aggregate.
PC-5	Core appears to consist of two distinct layers of asphalt. The top layer is measured at ¾-inch and consists of fine aggregate. The bottom layer is measured at 1 ½-inches and consists of fine aggregate. Cracks were observed along the sides of the core.
PC-6	Core appears to consist of two distinct layers of asphalt. The top layer is measured at 1% inches and consists of fine aggregate. The bottom layer is measured at $\%$ -inch and consists of fine aggregate. A large crack was observed along the top, side, and bottom of the core.
PC-7	Core appears to consist of two distinct layers of asphalt. The top layer is measured at

Core No.	Comments
	¾-inch and consists of fine aggregate. The bottom layer is measured at ¾-inch and consists of fine aggregate. Core appears to have been fractured into two pieces on the top layer with cracks observed on the bottom layer.
PC-8	Core appears to consist of three distinct layers of asphalt. The top layer is measured at 1-inch and consists of fine aggregate. The middle layer is measured at ½-inch and consists of fine aggregate. The bottom layer is measured at ½-inch and consists of fine aggregate. Small void spaces were observed along the sides of the core.
PC-9	Core appears to consist of two distinct layers of asphalt. The top layer is measured at 1-inch and consists of fine aggregate. The bottom layer is measured at ¾-inch and consists of fine aggregate.
PC-10	Core appears to consist of two distinct layers of asphalt. The top layer is measured at %-inch and consists of fine aggregate. The bottom layer is measured at %-inch and consists of fine aggregate.

The base material observed below the asphalt surface course that appeared to be that of a commercially produced limerock material. The base material appeared to be relatively dry at the time of our exploration.

5.0 DESIGN RECOMMENDATIONS

5.1 General

In summary, the SPT and auger borings encountered fine sands (SP), slightly silty fine sands (SP-SM) and silty fine sands (SM) containing varying amounts of organic materials to the boring termination depths. The muck probes generally encountered loose fine sands to depths of 3 to 24 inches below the bottom of the drainageway. These loose sands are generally saturated and may be difficult to dry to below optimum moisture level prior to compaction. Muck was encountered only on the north side of culvert CD-1, approximately 6 inches in thickness. In addition, the SPT borings encountered 2 to 4 feet of very loose to loose, wet fine sands with significant amounts of organic materials.

Based on our findings, we recommend that all loose, wet sands and muck soils be removed to a minimum depth of 2 feet below the proposed pipe extensions, plus a lateral margin of 5 feet outside the pipe haunch area. In addition, the existing subgrade soils below the headwall foundation to a minimum depth of 2 feet, plus a lateral margin of 5 feet outside the foundation, should be removed. These areas should be backfilled with clean, compacted sands as discussed in Section 6.4 below. The purpose of this excavation and backfill procedure is to increase the shear strength of the foundation and pipe bedding soils and limit total and differential settlement of the structures to within tolerable limits.

The following evaluation and recommendations are based on the provided project information as presented in this report, the results of the field exploration and laboratory testing performed, and the construction techniques recommended in Section 6.0 below. If the described project conditions are incorrect or changed after this report, or if subsurface conditions encountered during construction are different from those reported, then MAE should be notified so that these recommendations can be reevaluated and revised, if necessary. We recommend that MAE be allowed to review the final plans and

earthwork specifications to verify that the recommendations in this report have been properly interpreted and implemented.

5.2 Cross-Drain Support Recommendations

Based on the results of the subsurface explorations, laboratory testing, and provided information, as included in this report, we consider the subsurface conditions at each of the cross-drain locations to be adaptable for support of the planned cross-drain pipe extensions and associated cast-in-place concrete headwall structures when constructed upon properly prepared subgrade soils. Provided the individual sites are prepared in accordance with the recommendations presented in this report, the following parameters may be used for design of the planned cross-drain reconstruction.

5.2.1 Bearing Pressure

The maximum allowable net soil bearing pressure for use in design for the cross-drain pipe and headwall structures should not exceed 2,000 psf. Net bearing pressure is defined as the soil bearing pressure at the foundation and bottom of pipe bearing level in excess of the natural overburden pressure at that level. The foundations should be designed based on the maximum load that could be imposed by all loading conditions.

5.2.2 Bearing Material

The pipe and headwall structures should bear on either the suitable, compacted natural sandy soils as encountered in the soil borings, or on compacted structural backfill. The bearing level soils, after compaction, should exhibit densities equivalent to 95 percent of the modified Proctor maximum dry density (AASHTO T 180), to a depth of at least one foot below the foundation or bottom of pipe bearing levels.

5.2.3 Settlement Estimates

Post-construction settlement of the cross-drains and headwall structures will be influenced by several interrelated factors, such as (1) subsurface stratification and strength compressibility characteristics; (2) cross-drain and headwall dimensions, bearing levels, applied loads, and resulting bearing pressures beneath the cross-drains and headwalls; and (3) site preparation and earthwork construction techniques used by the contractor. Any deviation from these recommendations could result in an increase in the estimated post construction settlements of the structures.

Due to the generally sandy nature of the existing subgrade soils and the granular nature of the recommended backfill soils, we expect the majority of settlement to occur in an elastic manner, relatively concurrent with loading. Using the recommended maximum bearing pressure as recommended in this report and the field and laboratory tests and site preparation techniques data that we have correlated to geotechnical strength and compressibility characteristics of the subsurface soils, we estimate that total settlement of the cross-drains and headwalls to be on the order of one inch or less.

Differential settlements result from differences in applied bearing pressures and variations in the compressibility characteristics of the subsurface soils. Based on the recommended foundation design for the cross-drain and headwall structures and the site preparation and earthwork construction techniques outlined in Section 6.0, we estimate the differential settlement along the length of the cross-drains or headwalls to be one-half inch or less.

Provided the site preparation and earthwork construction recommendations outlined in Section 6.0 of

this report are performed, the following parameters may be used for design.

5.2.4 Lateral Earth Pressure Soil Parameters

In general, walls that have adjacent compacted fill will be subjected to lateral earth pressures. The planned headwalls for the reconstructed cross-drain structures, which are assumed to not be restrained at the top, will be subjected to active earth pressures. Surcharge effects for sloped backfill, point or area loads behind the walls, and adequate drainage provisions should be incorporated in the wall design. Passive resistance, resulting from footing embedment at the wall toe, could be neglected for safer design.

The following soil parameters can be used for the project where soils are placed adjacent to the cross-drain headwalls:

- Retained Soil Unit Weight, Saturated (γ_{sat}) = 120 pcf
- Retained Soil Unit Weight, Moist (γ_m) = 110 pcf
- Retained Soil Angle of Internal Friction (φ) = 30 degrees
- Coefficient of Active Earth Pressure, k_a = 0.33
- Coefficient of Passive Earth Pressure, k_p = 3.0
- Foundation Soil Unit Weight, Saturated (γ_{sat}) = 125 pcf
- Foundation Soil Angle of Internal Friction (φ) = 30 degrees

The above parameters are based on clean sand backfill (SP) placed and compacted behind the walls as discussed in Section 6.4, and on compaction of the wall foundation soils as discussed in Section 6.3. A coefficient of friction for poured in-place concrete of 0.45 may be used in the wall design. The walls should be designed to include all temporary construction and permanent traffic and surcharge loads acting on the walls.

5.2.5 Hydrostatic Uplift Resistance

It is anticipated that the buried structures will exert little or no net downward pressure on the soils, rather, the structures may be subject to hydrostatic uplift pressure when empty. Below grade structures should be designed to resist hydrostatic uplift pressures appropriate for their depth below existing grade and the normal seasonal high groundwater table. Hydrostatic uplift forces can be resisted in several ways including:

- Addition of dead weight to the structure.
- Mobilizing the dead weight of the soil surrounding the structure through extension of footings outside the perimeter of the structure.

A moist compacted soil unit weight of 110 lb/ft³ may be used in designing structures to resist buoyancy.

6.0 SITE PREPARATION AND EARTHWORK RECOMMENDATIONS

Site preparation as outlined in this section should be performed to provide more uniform foundation bearing conditions, to reduce the potential for post-construction settlements of the planned structures.

6.1 Clearing and Stripping and Soil/Muck Removal

Prior to construction, the location of existing underground utility lines within the construction area should



be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that, if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion, which may subsequently lead to excessive settlement of overlying structure.

Based on our field explorations, all muck and/or loose soils within the area of the pipe extensions, plus a lateral margin of 5 feet outside of the pipe haunch zone, and below the headwall structures, plus a lateral margin of 5 feet, should be completely removed to a minimum depth of 2 feet below the culvert invert elevation and below the headwall foundation bearing elevation. In addition, any surficial topsoils or other organic materials within the area to be filled for the headwalls should be completely removed within the defined construction area. The hand auger borings and muck probes encountered approximately 6 to 28 inches of muck and/or loose soils to be removed. In addition, the SPT borings encountered 2 to 4 feet of very loose to loose, wet sands with significant amounts of organic materials. The excavated soils should be replaced with suitable compacted structural fill.

The actual depths of soils to be excavated should be determined by MAE using visual observation and judgment during earthwork operations. These unsuitable materials should not be reused as backfill material below the planned cross-drain structure extensions, or as backfill against the headwall structures. However, these soils may be stockpiled and used subsequently in areas to be grassed.

6.2 Temporary Groundwater Control

The groundwater level was encountered at each of the cross-drain boring locations and recorded at the time of our exploration, with depths ranging from 3 inches to 2 feet 4 inches below the existing ground surface. Because of the need for excavation of existing deleterious soils below the bottom elevation of the pipe culverts and headwall structures, followed by compaction of the bedding and backfill soils, it will be necessary to install temporary groundwater control measures to dewater the area and facilitate the excavation and compaction processes.

The groundwater control measures should be determined by the contractor but can include sumps or wellpoints (or a combination of these or other methods) capable of lowering the groundwater level to at least 2 feet below the required depth of excavation. Control of water flowing within the drainageway will also be necessary. The dewatering system should not be decommissioned until excavation, compaction, and fill placement is complete, and sufficient deadweight exists on the culvert structure to prevent uplift.

Note that discharge of produced groundwater to surface waters of the state from dewatering operations or other site activities is regulated and requires a permit from the State of Florida Department of Environmental Protection (FDEP). This permit is termed a *Generic Permit for the Discharge of Produced Groundwater From Any Non-Contaminated Site Activity*. If discharge of produced groundwater is anticipated, we recommend sampling and testing of the groundwater early in the site design phase to prevent project delays during construction. MAE can provide the sampling, testing, and professional consulting required to evaluate compliance with the regulations.

6.3 Compaction

After completing the clearing and stripping and soil/muck removal operations and installing the temporary groundwater control measures, the exposed surface areas should be compacted with handheld compaction equipment. Typically, the material should exhibit moisture contents within ±2 percent of the modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations. Compaction should continue until densities of at least 95 percent of the modified Proctor maximum dry

density (ASTM D 1557) have been achieved within the upper 1 foot of the compacted natural soils at the site

Should the bearing level soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated. The disturbed soils should be removed and backfilled with dry structural fill soils, which are then compacted.

Care should be exercised to avoid damaging any nearby structures while the compaction operation is underway. Prior to commencing compaction, occupants of adjacent structures should be notified, and the existing conditions of the structures should be documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to adjacent structures, and MAE should be contacted immediately.

6.4 Structural Backfill and Fill Soils

Any structural backfill or fill required for site development should be placed in loose lifts not exceeding 6 inches in thickness and compacted by the use of hand-held compaction equipment.

Structural fill is defined as a non-plastic, inorganic, granular soil having less than 12 percent material passing the No. 200 mesh sieve and containing less than 4 percent organic material. It should be noted that soils with more than 12 percent passing the No. 200 sieve will be more difficult to compact, due to their nature to retain soil moisture, and may require drying. Typically, the material should exhibit moisture contents within ±2 percent of the modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations. Compaction should continue until densities of at least 95 percent of the modified Proctor maximum dry density (ASTM D 1557) have been achieved within each lift of the compacted structural fill.

To avoid damage to the cross-drain headwalls during the compaction process, heavy compaction equipment should not be used within 5 feet of the walls. Hand-held compaction equipment should be used in these areas. The fill material within 5 feet of the wall should be placed in thin lifts (6 inches or less) and compacted as discussed above. Excessive compaction should be avoided as it can result in overstressing of the walls.

We note that sands containing significant amounts of organic material were encountered at all of the cross-drain locations, with the highest concentrations being encountered at Cross-Drain 1 – from ground surface to a depth of approximately 6 feet below the existing ground surface. Organic soils with more than 4 percent organic fines are not considered suitable for support of the cross-drain pipe as pipe bedding or backfill material, nor are these soils suitable for use as embankment soils. These soils, where encountered, should be removed and replaced with suitable structural fill. In addition, organic laden soils should be clearly separated from the soils intended for reuse as bedding and backfill material. They can, however, be used in landscape areas.

We recommend that material excavated from the cross-drain pipe and headwall foundation areas that will be reused as backfill be stockpiled a safe distance from the excavation and in such a manner that promotes runoff away from the open trench and limits saturation of the materials.

6.5 Excavation Protection

Excavation work for the cross-drain construction will be required to meet OSHA Excavation Standard Subpart P regulations for Type C Soils. The use of excavation support systems will be necessary where there is not sufficient space to allow the side slopes of the excavation to be laidback to at least 2H:1V (2)

horizontal to 1 vertical) to provide a safe and stable working area and to facilitate adequate compaction along the sides of the excavation.

The method of excavation support should be determined by the contractor but can consist of a trench box, drilled-in soldier piles with lagging, interlocking steel sheeting or other methods. The support structure should be designed according to OSHA sheeting and bracing requirements by a Florida registered Professional Engineer.

7.0 QUALITY CONTROL TESTING

A representative number of field in-place density tests should be made in the upper one foot of compacted natural soils, in each lift of compacted backfill and fill, and in the upper 12 inches below the bearing levels in the cross-drain excavations. The density tests are considered necessary to verify that satisfactory compaction operations have been performed. We recommend density testing be performed at one location on each side of the planned culvert crossing.

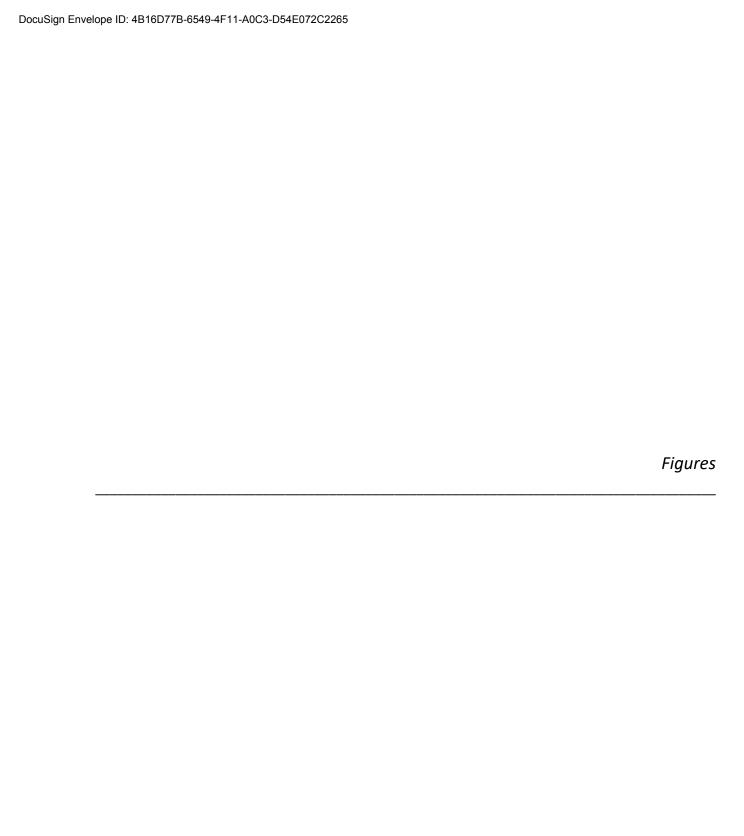
8.0 REPORT LIMITATIONS

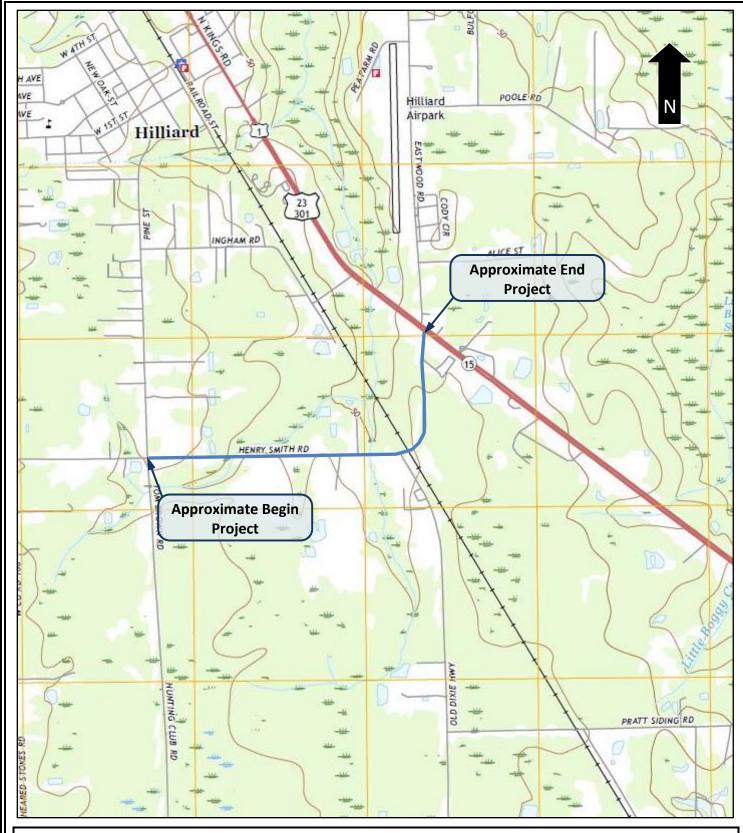
This report has been prepared for the exclusive use of Peters and Yaffee, Inc. and their clients for specific application to the design and construction of the *Henry Smith Road Improvements* project. An electronically signed and sealed version, and a version of our report that is signed and sealed in blue ink, may be considered an original of the report. Copies of an original should not be relied on unless specifically allowed by MAE in writing. Our work for this project was performed in accordance with generally accepted geotechnical engineering practice. No warranty, express or implied, is made.

The analyses and recommendations contained in this report are based on the data obtained from this project. This testing indicates subsurface conditions only at the specific locations and times, and only to the depths explored. These results do not reflect subsurface variations that may exist away from the boring locations and/or at depths below the boring termination depths. Subsurface conditions and water levels at other locations may differ from conditions occurring at the tested locations. In addition, it should be understood that the passage of time may result in a change in the conditions at the tested locations. If variations in subsurface conditions from those described in this report are observed during construction, the recommendations in this report must be re-evaluated.

The scope of our services did not include any environmental assessment or testing for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the subject site. Any statements made in this report, and/or notations made on the generalized soil profiles or boring logs, regarding odors or other potential environmental concerns are based on observations made during execution of our scope of services and as such are strictly for the information of our client. No opinion of any environmental concern of such observations is made or implied. Unless complete environmental information regarding the site is already available, an environmental assessment is recommended.

If changes in the planned improvements for this project occur, the conclusions and recommendations contained in this report may need to be modified. We recommend that these changes be provided to us for our consideration. MAE is not responsible for conclusions, interpretations, opinions or recommendations made by others based on the data contained in this report.





Site Vicinity / Topographic Map				
PREPARED BY	PROJECT NAME			
	Henry Smith Road Improvements			
	Nassau County, Florida			
	REFERENCE	SCALE		
Meskel & Associates Engineering	USGS 7.5" Hilliard, FL Quadrangle 2018	NTS		
PREPARED FOR	MAE PROJECT NO.	FIGURE NO.		
Peters & Yaffee, Inc. 0029-0004 1				



Project Manager:	PRM	Project No.	0029-0004
Drawn by:	WJM	Scale:	AS SHOWN
Checked by:	WJM	File Name:	0029-0004.PCP
Approved by:	PRM	Date:	2/25/2020



PAVEMENT CORE LOCATION PLAN	FIG NO.
HENRY SMITH ROAD IMPROVEMENTS JACKSONVILLE, FLORIDA	2



Project Manager:	PRM	
Drawn by:	MCV	
Checked by:	MCV	
Approved by:	PRM	

Project No.	0029-0004
Scale:	AS SHOWN
File Name:	0029-0004.BLP
Date:	2/25/2020



3728 PHILIPS HIGHWAY, SUITE 208, JACKSONVILLE, FL 32207

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BORING LOCATION PLAN	FIG NO.
HENRY SMITH ROAD IMPROVEMENTS	

JACKSONVILLE, FLORIDA

2A



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BORING PC-1

PAGE 1 OF 1 **PROJECT NO.** <u>0029-0004</u>

Meskel & Associates Engineering

PROJECT NAME Henry Smith Road Improvements															
PROJECT LOCATION Nassau County, Florida							CLIENT Peters & Yaffee, Inc.								
DATE STARTED 12/30/19 COMPLETED 12/30/19													JDE 81°55'34.28"W		
	DRILLING CONTRACTOR MAE, PLLC						DRILLING METHOD Core/Hand Auger								
LOGGED BY D.McLellan CHECKED BY W. Josh Mele						GROUND ELEVATION							HAMMER TYPE		
O DEPTH (#)	יידקקק די ומאאס	SAMPLE DEPTH NUMBER	MATERIAL DESCRIPTION	AASHTO	GRAPHIC LOG	BLOW COUNTS	N-VALUE	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)	LIQUID	PLASTICITY INDEX	POCKET PEN. (tsf)	RECOVERY % (RQD)	REMARKS
			Asphalt (1 3/4")												
/EMENTS.GPJ			Limerock Base (8")												
ND IMPRO		1	Very pale brown fine SAND, some gravel (limerock- fragments), poorly graded.	A-3											
4/HENRY SMITH ROA		2	Very dark gray fine SAND with silt, trace gravel (rock fragments), and root fragments, poorly graded.	A-3											
13:56 - F:\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ		3	Dark grayish brown fine SAND with silt, poorly graded	A-3											
NEW MAE LOG AASTHO LAT_LONGHA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:56 - F:/GINT/GINT			Bottom of borehole at 3 feet.												
EW MAE LO	NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch.				GROUND WATER LEVELS										
∠∟															

Meskel & Associates Engineering, PLLC

FL. Registry No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207 P: (904)519-6990 F: (904)519-6992



BORING PC-2

PAGE 1 OF 1

PROJECT NO. 0029-0004

PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 12/30/19 **COMPLETED** 12/30/19 **LATITUDE** _ 30°40'9.15"N **LONGITUDE** 81°55'8.16"W DRILLING METHOD Core/Hand Auger DRILLING CONTRACTOR MAE, PLLC **GROUND ELEVATION** LOGGED BY D.McLellan CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** MOISTURE CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) **AASHTO** FINES CONTENT (LIQUID MATERIAL DESCRIPTION **REMARKS** 0 Asphalt (2") Limerock Base (6") NEW MAE LOG AASTHO LAT LONG - HA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:56 - F:\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ Very dark gray fine SAND, few gravel (limerock 1 A-3 fragments), poorly graded. Very dark gray fine SAND, few gravel (rock A-3 fragments) and root fragments, poorly graded. 2 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch. GNE, Groundwater Not Encountered. AT TIME OF DRILLING _--- GNE END OF DAY ---

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BORING PC-3

PAGE 1 OF 1

PROJECT NO. <u>0029-0004</u>

F	PRO	OJE	СТ	NAME Henry Smith Road Improvements												
PROJECT LOCATION Nassau County, Florida							CLIENT Peters & Yaffee, Inc.									
DATE STARTED 12/30/19 COMPLETED 12/30/19						LATITUDE30°40'9.57"N								LO	NGITL	JDE 81°54'43.11"W
	DRILLING CONTRACTOR MAE, PLLC						DRILLING METHOD Core/Hand Auger									
LOGGED BY D.McLellan CHECKED BY W. Josh Mele						_ GROUND ELEVATION							HAI	MMEF	R TYPE	
(#)	ט טברוח (וו)	SAMPLE DEPTH	NOMBER	MATERIAL DESCRIPTION	AASHTO	GRAPHIC LOG	BLOW COUNTS	N-VALUE	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)	LIQUID	PLASTICITY INDEX	POCKET PEN. (tsf)	RECOVERY % (RQD)	REMARKS
				Asphalt (1 1/4")		ያጜፅሯር.										
IENTS.GPJ	-			Limerock Base (7 1/4")												
AD IMPROVEM	1		1	Light brownish gray fine SAND, trace gravel (rock fragments), poorly graded.	A-3											
JRY SMITH RO				- -												
13:56 - F.'GINTIGINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ	2		2	Very dark gray fine SAND, trace silt, poorly graded.	A-3											
SINT FILES/PRO	3			Bottom of borehole at 3 feet.												
NEW MAE LOG AASTHO LAT_LONGHA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:56 - F./GINT/GI																
W MAE LO	NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch. GNE, Groundwater Not Encountered.							GROUND WATER LEVELS								
Ä	<u> </u>						AT TIME OF DRILLING GNE END OF DAY									

FL. Registry No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207



BORING PC-4

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PROJECT NO. <u>0029-0004</u>

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 12/30/19 **COMPLETED** 12/30/19 **LATITUDE** _ 30°40'11.76"N **LONGITUDE** 81°54'17.70"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Core/Hand Auger **GROUND ELEVATION** LOGGED BY D.McLellan CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** ORGANIC CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) MOISTURE CONTENT (%) FINES CONTENT (%) GRAPHIC LOG DEPTH (ft) N-VALUE RECOVERY (RQD) **AASHTO** LIQUID MATERIAL DESCRIPTION **REMARKS** 0 Asphalt (1 1/2") Limerock Base (4 3/4") NEW MAE LOG AASTHO LAT LONG - HA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:56 - F:\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ Dark gray fine SAND, poorly graded. A-3 2 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch. GNE, Groundwater Not Encountered. AT TIME OF DRILLING _--- GNE END OF DAY ---

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PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 12/30/19 **COMPLETED** 12/30/19 **LATITUDE** 30°40'31.37"N **LONGITUDE** 81°54'16.33"W DRILLING METHOD Core/Hand Auger DRILLING CONTRACTOR MAE, PLLC **GROUND ELEVATION** LOGGED BY D.McLellan CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** MOISTURE CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) **AASHTO** FINES CONTENT (LIQUID MATERIAL DESCRIPTION **REMARKS** 0 Asphalt (1 7/8") Limerock Base (7 1/4") NEW MAE LOG AASTHO LAT LONG - HA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:56 - F:\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ Very dark grayish brown fine SAND, trace gravel A-3 (limerock fragments), poorly graded. A-3 Dark brown fine SAND, poorly graded. 2 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch. GNE, Groundwater Not Encountered. AT TIME OF DRILLING _--- GNE END OF DAY ---

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NEW MAE LOG AASTHO LAT LONG - HA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:57 - F\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ



BORING PC-6

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PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 12/30/19 **COMPLETED** 12/30/19 **LATITUDE** _ 30°40'20.69"N **LONGITUDE** 81°54'16.28"W DRILLING METHOD Core/Hand Auger DRILLING CONTRACTOR MAE, PLLC **GROUND ELEVATION** LOGGED BY D.McLellan CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** MOISTURE CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) **AASHTO** FINES CONTENT (LIQUID MATERIAL DESCRIPTION **REMARKS** 0 Asphalt (2") Limerock Base (8 1/2") Dark grayish brown fine SAND, trace gravel A-3 (limerock fragments) and clay, poorly graded. Light brownish gray fine SAND with silt, trace A-3 gravel (rock fragments), poorly graded. 2 ∇ Bottom of borehole at 3 feet. **GROUND WATER LEVELS** Boring backfilled with soil cuttings and capped with NOTES Asphalt Cold Patch. $\sqrt{2}$ AT TIME OF DRILLING 2 ft 7 in * abla END OF DAY $_--$

Meskel & Associates Engineering, PLLC FL. Registry No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207 P: (904)519-6990 F: (904)519-6992



BORING PC-7

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PROJECT NO. <u>0029-0004</u> Meskel & Associates Engineering

	PROJECT NAME Henry Smith Road Improvements														
			LOCATION Nassau County, Florida												
			ARTED 12/30/19 COMPLETED 12/30/19	LATITUDE 30°40'9.72"N LONGITUDE 81°54'31.53"W							IDE 81°54'31.53"W				
			CONTRACTOR MAE, PLLC												
L	OG	GED	BY D.McLellan CHECKED BY W. Josh	Mele	_ GRO	DUND	ELEV	/ATIO	N				HAI	MMER	TYPE
o DEPTH (ft)	(m) j	SAMPLE DEPTH NUMBER	MATERIAL DESCRIPTION	AASHTO	GRAPHIC LOG	BLOW COUNTS	N-VALUE	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	POCKET PEN. (tsf)	RECOVERY % (RQD)	REMARKS
Ť			Asphalt (1 1/2")												
EMENTS.GPJ			Limerock Base (8 1/2")												
D IMPROV	-	1	Brown fine SAND with silt, trace gravel (limerock — fragments) and clay, poorly graded.	A-3											
JECTS\0029-0004\HENRY SMITH ROAI		2	Very dark gray fine SAND, trace gravel (rock fragments), poorly graded.	A-3											
GINT/GINT FILES/PRO			Bottom of borehole at 3 feet.												
ATE 7-30-12.GDT - 1/3/20 13:57 - F:\															
NEW MAE LOG AASTHO LAT_LONGHA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:57 - F:\GINT\GINT\GINT\FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ															
AE LOG A.	ОТ		Boring backfilled with soil cuttings and capped with Aspha	ılt Cold	GROUND WATER LEVELS										
Patch. GNE, Groundwater Not Encountered.							AT TIME OF DRILLING GNE END OF DAY								

FL. Registry No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207



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PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 12/30/19 **COMPLETED** 12/30/19 **LATITUDE** _ 30°40'9.43"N **LONGITUDE** 81°54'55.89"W DRILLING METHOD Core/Hand Auger DRILLING CONTRACTOR MAE, PLLC LOGGED BY D.McLellan **GROUND ELEVATION** CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** MOISTURE CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) **AASHTO** FINES CONTENT (LIQUID MATERIAL DESCRIPTION **REMARKS** 0 Asphalt (1 5/8" NEW MAE LOG AASTHO LAT LONG - HA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:57 - F\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ Limerock Base (10 1/4") Brown fine SAND, trace gravel (limerock 1 A-3 fragments), poorly graded. Very dark grayish brown fine SAND, poorly graded. A-3 2 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch. GNE, Groundwater Not Encountered. AT TIME OF DRILLING _--- GNE END OF DAY ---

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PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 12/30/19 **COMPLETED** 12/30/19 **LATITUDE** _ 30°40'8.90"N **LONGITUDE** 81°55'21.57"W DRILLING METHOD Core/Hand Auger DRILLING CONTRACTOR MAE, PLLC LOGGED BY D.McLellan **GROUND ELEVATION** CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** PLASTICITY INDEX POCKET PEN. (tsf) MOISTURE CONTENT (%) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) **AASHTO** FINES CONTENT (LIQUID MATERIAL DESCRIPTION **REMARKS** 0 Asphalt (1 3/4") NEW MAE LOG AASTHO LAT LONG - HA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:57 - F\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ Limerock Base (9 1/4") Light yellowish brown fine SAND with silt, trace A-3 clay, poorly graded. Very dark grayish brown fine SAND, trace silt, A-3 poorly graded. 2 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch. GNE, Groundwater Not Encountered. AT TIME OF DRILLING _--- GNE END OF DAY ---

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BORING PC-10

PAGE 1 OF 1 PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 12/30/19 **COMPLETED** 12/30/19 **LATITUDE** _ 30°40'8.82"N **LONGITUDE** 81°55'46.17"W DRILLING METHOD Core/Hand Auger DRILLING CONTRACTOR MAE, PLLC LOGGED BY D.McLellan **GROUND ELEVATION** CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** MOISTURE CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) **AASHTO** FINES CONTENT (LIQUID MATERIAL DESCRIPTION **REMARKS** 0 Asphalt (1 1/2") NEW MAE LOG AASTHO LAT LONG - HA - NEW TEMPLATE 7-30-12.GDT - 1/3/20 13:56 - F:\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ Limerock Base (8") Very dark grayish brown fine SAND with silt, few A-3 gravel (limerock fragments), poorly graded. Very dark gray fine SAND with silt, trace gravel (rock fragments) and root fragments, poorly A-3 graded. 2 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings and capped with Asphalt Cold Patch. GNE, Groundwater Not Encountered. AT TIME OF DRILLING _--- GNE END OF DAY ---

FL. Registry No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207



BORING B-1

PROJECT NO. <u>0029-0004</u>

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Meskel & Associates Engineering P: (904)519-6990 F: (904)519-6992

PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/9/20 COMPLETED 1/9/20 **LATITUDE** _ 30°40'9.32"N **LONGITUDE** 81°55'21.00"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Hand Auger LOGGED BY D.McLellan **GROUND ELEVATION** CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** ORGANIC CONTENT (%) MOISTURE CONTENT (%) FINES CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) N-VALUE RECOVERY (RQD) LIQUID **USCS** MATERIAL DESCRIPTION **REMARKS** 0 Topsoil (6") NEW MAE LOG LAT/LONG-EOD-HA - NEW TEMPLATE 7-30-12.GDT - 1/28/20 10:40 - F./GINT/GINT FILES/PROJECTS/0029-0004/HENRY SMITH ROAD IMPROVEMENTS.GPJ Black silty fine SAND with organic fines, poorly SM 97 14.8 graded. 2 Dark gray silty fine SAND with organic fines, poorly_ SM graded. 3 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. \checkmark AT TIME OF DRILLING _0 ft 7 in * abla END OF DAY $_{ ext{---}}$

FL. Registry No. 28142



BORING B-2

PAGE 1 OF 1

3728 Philips Highway, Suite 208 Jacksonville, FL 32207 PROJECT NO. <u>0029-0004</u> Meskel & Associates Engineering P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements

PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/9/20 COMPLETED 1/9/20 **LATITUDE** _ 30°40'8.65"N **LONGITUDE** 81°55'20.70"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Hand Auger LOGGED BY D.McLellan **GROUND ELEVATION** CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** ORGANIC CONTENT (%) MOISTURE CONTENT (%) FINES CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) N-VALUE RECOVERY (RQD) LIQUID **USCS** MATERIAL DESCRIPTION **REMARKS** 0 Topsoil (4") MAE LOG LAT/LONG-EOD-HA - NEW TEMPLATE 7-30-12.GDT - 1/28/20 10:40 - F.\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ ∇ 2 Very dark grayish brown silty fine SAND, few root SM fragments, poorly graded. 3 4 Black silty fine SAND with organic fines, poorly SM 64 10.1 graded. Bottom of borehole at 4 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. NEW P **☐ AT TIME OF DRILLING** 1 ft 3 in * ablaEND OF DAY $_{ ext{---}}$

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PROJECT NO. <u>0029-0004</u> Meskel & Associates Engineering P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/9/20 COMPLETED 1/9/20 **LATITUDE** 30°40'8.91"N **LONGITUDE** 81°54'57.49"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Hand Auger LOGGED BY D.McLellan **GROUND ELEVATION** CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** ORGANIC CONTENT (%) MOISTURE CONTENT (%) FINES CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) N-VALUE RECOVERY (RQD) LIQUID **USCS** MATERIAL DESCRIPTION **REMARKS** 0 Topsoil (2") Grayish brown fine SAND, trace root fragments, SP NEW MAE LOG LAT/LONG-EOD-HA - NEW TEMPLATE 7-30-12.GDT - 1/28/20 10:40 - F./GINT/GINT FILES/PROJECTS/0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ poorly graded. 2 ∇ Very dark grayish brown silty fine SAND, poorly SM graded. 3 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. **☐ AT TIME OF DRILLING** 1 ft 6 in * abla END OF DAY $_{ ext{---}}$

Meskel & Associates Engineering, PLLC FL. Registry No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207 P: (904)519-6990 F: (904)519-6992



BORING B-4

PAGE 1 OF 1 PROJECT NO. <u>0029-0004</u> Meskel & Associates Engineering

	PROJECT NAME Henry Smith Road Improvements														
- 1		LOCATION Nassau County, Florida	CLIENT Peters & Yaffee, Inc.												
- 1	DATE STARTED 1/9/20 COMPLETED 1/9/20						0°40'9					LONGITUDE 81°54'57.07"W			
- 1		CONTRACTOR MAE, PLLC		DRILLING METHOD Hand Auger											
LO	LOGGED BY _D.McLellan					GROUND ELEVATION HAMMER TYPE							TYPE		
o DEPTH (ft)	SAMPLE DEPTH NUMBER	MATERIAL DESCRIPTION	nscs	GRAPHIC LOG	BLOW COUNTS	N-VALUE	MOISTURE CONTENT (%)	FINES CONTENT (%)	ORGANIC CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	POCKET PEN. (tsf)	RECOVERY % (RQD)	REMARKS	
		Topsoil (2")		: <u> </u>											
MENTS.GPJ 1	1	Dark grayish brown fine SAND, few root fragments, poorly graded.	- - - SP												
NRY SMITH ROAD IMPROVE	2	- Grayish brown fine SAND, poorly graded.	- - SP -												
S/PROJECTS/0029-0004/HEN	3	Dark grayish brown fine SAND, poorly grade	- - ed. SP -												
NEW MAE LOG LAT/LONG-EOD-HA - NEW TEMPLATE 7-30-12.GDT - 1/28/20 10:40 - F.\GINT\GINT FILES\PROJECTS\00029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ		Bottom of borehole at 3 feet.													
NEW MAE I	TES _	Boring backfilled with soil cuttings.	GROUND WATER LEVELS												

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BORING B-5

PAGE 1 OF 1 PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/9/20 COMPLETED 1/9/20 **LATITUDE** _ 30°40'8.91"N **LONGITUDE** 81°54'44.83"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Hand Auger **GROUND ELEVATION** LOGGED BY D.McLellan CHECKED BY W. Josh Mele HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** ORGANIC CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) MOISTURE CONTENT (%) FINES CONTENT (%) GRAPHIC LOG DEPTH (ft) N-VALUE RECOVERY (RQD) LIQUID **USCS** MATERIAL DESCRIPTION **REMARKS** Very dark gray silty fine SAND with organic fines, SM poorly graded. NEW MAE LOG LAT/LONG-EOD-HA - NEW TEMPLATE 7-30-12.GDT - 1/28/20 10:40 - F./GINT/GINT FILES/PROJECTS/0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ 2 Grayish brown fine SAND, poorly graded, SP 3 Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. **☐** AT TIME OF DRILLING _0 ft 8 in * abla END OF DAY $_{ ext{---}}$

FL Certificate of Authorization No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207



BORING B-6

PAGE 1 OF 1 PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/9/20 COMPLETED 1/9/20 **LATITUDE** _ 30°40'9.69"N **LONGITUDE** 81°54'44.48"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Hand Auger LOGGED BY D.McLellan CHECKED BY W. Josh Mele **GROUND ELEVATION** HAMMER TYPE SAMPLE DEPTH NUMBER **BLOW COUNTS** MOISTURE CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) ORGANIC CONTENT (% LIQUID LIMIT GRAPHIC LOG DEPTH (ft) N-VALUE RECOVERY (RQD) FINES CONTENT (**USCS** MATERIAL DESCRIPTION **REMARKS** NEW MAE LOG LAT/LONG-EOD-HA - NEW TEMPLATE 7-30-12.GDT - 1/28/20 10:46 - F./GINT/GINT FILES/PROJECTS/0029-0004/HENRY SMITH ROAD IMPROVEMENTS.GPJ Very dark grayish brown fine SAND, poorly graded. SP 2 3 Very dark grayish brown fine SAND, trace organic SP fines, poorly graded. Bottom of borehole at 3 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. GNR-Groundwater Level Not Recorded at Time of Excavation. AT TIME OF DRILLING _--- GNR END OF DAY _---

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BORING CD-1

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PROJECT NO. <u>0029-0004</u>

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/15/20 **COMPLETED** 1/15/20 **LATITUDE** _ 30°40'9.02"N **LONGITUDE** 81°55'20.72"W DRILLING METHOD Standard Penetration Test DRILLING CONTRACTOR MAE, PLLC LOGGED BY P.R.Young **GROUND ELEVATION** HAMMER TYPE Safety CHECKED BY W. Josh Mele SAMPLE DEPTH NUMBER **BLOW COUNTS** MOISTURE CONTENT (%) FINES CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% LIQUID LIMIT N-VALUE RECOVERY (RQD) **USCS** MATERIAL DESCRIPTION **REMARKS** 0 Very loose, Very dark grayish brown fine SAND, SP 3 NEW MAE LOG LAT/LONG-EOD CUTTINGS - NEW TEMPLATE 7-30-12.GDT - 1/31/20 10:42 - F\GINT\GINT\FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ trace silt, few organic fines, poorly graded. 2 2 2 4 Loose, Very dark grayish brown fine SAND, trace 2 SP 6 51 2 6.8 silt, little organic fines, poorly graded. 5 2 5 6 8 Medium dense, Very dark gray fine SAND with silt, 3 few organic fines, trace root fragments, poorly SP-SM 11 graded. Medium dense, Grayish brown to dark gray fine 6 SP-SM 4 SAND with silt, trace organic fines, poorly graded. 11 5 5 5 5 6 7 Medium dense, Grayish brown fine SAND with silt, 5 SP-SM 11 poorly graded. Bottom of borehole at 10 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. * abla END OF DAY $_{ ext{---}}$ $\sqrt{2}$ AT TIME OF DRILLING <u>0 ft 3 in</u>

FL. Registry No. 28142 3728 Philips Highway, Suite 208 Jacksonville, FL 32207 P: (904)519-6990 F: (904)519-6992



BORING CD-2

PAGE 1 OF 1 PROJECT NO. <u>0029-0004</u>

Meskel & Associates Engineering

PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/15/20 **COMPLETED** 1/15/20 **LATITUDE** 30°40'9.21"N **LONGITUDE** 81°54'57.32"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Standard Penetration Test **GROUND ELEVATION** LOGGED BY P.R.Young HAMMER TYPE Safety CHECKED BY W. Josh Mele SAMPLE DEPTH NUMBER **BLOW COUNTS** FINES CONTENT (%) PLASTICITY INDEX POCKET PEN. (tsf) MOISTURE CONTENT (%) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) LIQUID **USCS** MATERIAL DESCRIPTION **REMARKS** 0 Topsoil (6") 2 3 Loose, Light yellowish brown and brownish yellow 5 29 28 NEW MAE LOG LATILONG-EOD_CUTTINGS - NEW TEMPLATE 7-30-12.GDT - 1/31/20 10:42 - F.\GINT\GINT FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ clayey fine SAND, trace large root fragments, SC poorly graded. Medium dense, Gray fine SAND with silt, few SP-SM 2 10 organic fines, poorly graded. 3 11 8 Loose to medium dense, Very dark gray fine SP-SM 7 10 2.5 23 4 SAND, few organic fines, poorly graded. 5 2 5 6 6 5 11 Bottom of borehole at 10 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. **☐** AT TIME OF DRILLING _3 ft 8 in * abla END OF DAY $_{ ext{---}}$

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BORING CD-3

PAGE 1 OF 1

PROJECT NO. 0029-0004

P: (904)519-6990 F: (904)519-6992 PROJECT NAME Henry Smith Road Improvements PROJECT LOCATION Nassau County, Florida CLIENT Peters & Yaffee, Inc. DATE STARTED 1/15/20 **COMPLETED** 1/15/20 **LATITUDE** _ 30°40'9.48"N **LONGITUDE** 81°54'44.69"W DRILLING CONTRACTOR MAE, PLLC **DRILLING METHOD** Standard Penetration Test **GROUND ELEVATION** LOGGED BY P.R.Young HAMMER TYPE Safety CHECKED BY W. Josh Mele SAMPLE DEPTH NUMBER **BLOW COUNTS** PLASTICITY INDEX POCKET PEN. (tsf) MOISTURE CONTENT (%) FINES CONTENT (%) GRAPHIC LOG DEPTH (ft) ORGANIC CONTENT (% N-VALUE RECOVERY (RQD) LIQUID **USCS** MATERIAL DESCRIPTION **REMARKS** 0 Topsoil (6") 2 33 6 1.9 NEW MAE LOG LAT/LONG-EOD CUTTINGS - NEW TEMPLATE 7-30-12.GDT - 1/31/20 10:42 - F\GINT\GINT\FILES\PROJECTS\0029-0004\HENRY SMITH ROAD IMPROVEMENTS.GPJ Very loose, Brown fine SAND with silt, trace SP-SM organic fines, poorly graded. 2 2 2 3 5 7 Medium dense, Brown fine SAND with silt, little 3 SP-SM 8 56 7 5.6 organic fines, poorly graded. Medium dense, Light brownish gray fine SAND 5 SP-SM 4 13 8 with silt, poorly graded. 10 Medium dense, Light brownish gray fine SAND 6 7 5 SP-SM 13 28 8 with silt, poorly graded. 11 Bottom of borehole at 10 feet. **GROUND WATER LEVELS** NOTES Boring backfilled with soil cuttings. $\sqrt{2}$ AT TIME OF DRILLING 2 ft 4 in * abla END OF DAY $_{ ext{---}}$

FIELD EXPLORATION PROCEDURES

Standard Penetration Test (SPT) Borings

The Standard Penetration Test (SPT) boring(s) were performed in general accordance with the latest revision of ASTM D 1586, "Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils." The borings were advanced by rotary drilling techniques. A split-barrel sampler was inserted to the borehole bottom and driven 18 to 24 inches into the soil using a 140-pound hammer falling an average of 30 inches per hammer blow. The number of hammer blows for the final 12 inches of penetration (18" sample) or for the sum of the middle 12 inches of penetration (24" sample) is termed the "penetration resistance, blow count, or N-value." This value is an index to several in-situ geotechnical properties of the material tested, such as relative density and Young's Modulus.

After driving the sampler, it was retrieved from the borehole and representative samples of the material within the split-barrel were containerized and sealed. After completing the drilling operations, the samples for each boring were transported to the laboratory where they were examined by a geotechnical engineer to verify the field descriptions and classify the soil, and to select samples for laboratory testing.

Hand Auger Boring

The auger boring(s) were performed manually by the use of a hand-held bucket auger in general accordance with the latest revision of ASTM D 1452, "Standard Practice for Soil Exploration and Sampling by Auger Borings." Representative samples of the soils brought to the ground surface by the auger were placed in sealed containers and transported to our laboratory where they were examined by a geotechnical engineer to verify the field descriptions and classify the soil, and to select samples for laboratory testing.

KEY TO BORING LOGS - USCS/AASHTO

Soil Classification

Soil classification of samples obtained at the boring locations is based on the Unified Soil Classification System (USCS) or the American Association of State Highway and Transportation Officials (AASHTO) classification system. Coarse grained soils have more than 50% of their dry weight retained on a #200 sieve. Their principal descriptors are: sand, cobbles and boulders. Fine grained soils have less than 50% of their dry weight retained on a #200 sieve. They are principally described as clays if they are plastic and silts if they are slightly to non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

	BORING LOG LEGEND									
Symbol	Description									
N	Standard Penetration Resistance, the number of blows required to advance a standard spoon sampler 12" when driven by a 140-lb hammer dropping 30".									
WOR	Split Spoon sampler advanced under the weight of the drill rods									
WOH	Split Spoon sampler advanced under the weight of the SPT hammer									
50/2"	Indicates 50 hammer blows drove the split spoon 2 inches; 50 Hammer blows for less than 6-inches of split spoon driving is considered "Refusal".									
(SP)	Unified Soil Classification System									
-200	Fines content, % Passing No. 200 U.S. Standard Sieve									
w	Natural Moisture Content (%)									
OC	Organic Content (%)									
LL	Liquid Limit									
PI	Plasticity Index									
NP	Non-Plastic									
PP	Pocket Penetrometer in tons per square foot (tsf)									

MODIFIERS									
SECONDARY CONSTITUENTS									
(Sand, Silt or Clay)									
Trace	Less than 5%								
With	5% to 12%								
Sandy, Silty or Clayey	12% to 35%								
Very Sandy, Very Silty or Very Clayey	35% to 50%								
ORGANIC CONTEN	IT								
Trace	2% or less								
With	3% to 5%								
Organic Soils	5% to 20%								
Highly Organic Soils (Muck)	20% to 75%								
PEAT	Greater than 75%								
MINOR COMPONE	NTS								
(Shell, Rock, Debris, Roo	ts, etc.)								
Trace	Less than 5%								
Few	5% to 10%								
Little	15% to 25%								
Some	30% to 45%								

RELATIVE DENSITY (Coarse-Grained Soils)									
Relative Density	N-Value *								
Very Loose	Less than 4								
Loose	4 to 10								
Medium Dense	10 to 30								
Dense	30 to 50								
Very Dense	Greater than 50								
CONSISTENCY (Fine-Grained Soils)									
Consistency	N-Value *								
Very Soft	Less than 2								
Soft	2 to 4								
Firm	4 to 8								
Stiff	8 to 15								
Very Stiff	15 to 30								
Hard	Greater than 30								
RELATIVE HARDNESS (Limestone)									
Relative Hardness	N-Value *								
Soft	Less than 50								
Hard	Greater than 50								

^{*} Using Safety Hammer

KBLS- USCS/AASHTO-Safety



AASHTO Soil Classification System (from AASHTO M 145 or ASTM D 3282)

General Classification		ular Ma ssing the		n sieve)		Silt-Clay Materials (>35% passing the 0.075 mm sieve)					
	A	-1			А	-2					A-7
Group Classification	A-1-a	A-1-b	A-3	A-2-4	A-2-5	A-2-6	A-2-7	A-4	A-5	A-6	A-7-5* A-7-6*
Sieve Analysis, % passing:											
2.00 mm (No. 10)	50 max										
0.425 (No. 40)	30 max	50 max	51 min								
0.075 (No. 200)	15 max	25 max	10 max	35 max	35 max	35 max	35 max	36 min	36 min	36 min	36 min
Characteristics of fraction	on passir	ng 0.425	mm (No.	40):							
Liquid Limit				40 max	41 min	40 max	41 min	40 max	41 min	40 max	41 min
Plasticity Index	6 n	nax	N.P.	10 max	10 max	0 max 11 min 11 mir		10 max	10 max	11 min	11 min
Usual types of significant constituent materials	fragn	ne nents, nd sand	fine sand	silty or clayey gravel and sand silty soils clayey				y soils			
General <i>local**</i> rating as a subgrade	exce	ellent to g	good				fair t	o poor			

^{*} Plasticity index of A-7-5 subgroup is equal to or less than the LL - 30. Plasticity index of A-7-6 subgroup is greater than LL – 30.



^{**} Northeast Florida

Unified Soil Classification System (USCS) (from ASTM D 2487)

Majo	or Divisions		Group Symbol	Typical Names			
	Gravels	Clean	GW	Well-graded gravels and gravel-sand mixtures, little or no fines			
	50% or more of coarse fraction	Gravels	GP	Poorly graded gravels and gravel-sand mixtures, little or no fines			
Coarse-Grained Soils	retained on the 4.75 mm	Gravels	GM	Silty gravels, gravel-sand-silt mixtures			
More than 50%	(No. 4) sieve	with Fines	GC	Clayey gravels, gravel-sand-clay mixtures			
retained on the 0.075 mm	Sands	Clean	SW	Well-graded sands and gravelly sands, little or no fines			
(No. 200) sieve	50% or more of coarse fraction passes the 4.75	Sands	SP	Poorly graded sands and gravelly sands, little or no fines			
		Sands with	SM	Silty sands, sand-silt mixtures			
	(No. 4) sieve	Fines	SC	Clayey sands, sand-clay mixtures			
			ML	Inorganic silts, very fine sands, rock four, silty or clayey fine sands			
	Silts and Clays Liquid Limit 50% or	less	CL	Inorganic clays of low to medium plasticity, gravelly/sandy/silty/lean clays			
Fine-Grained Soils More than 50% passes			OL	Organic silts and organic silty clays of low plasticity			
the 0.075 mm (No. 200) sieve	Silts and Clays		МН	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts			
	Liquid Limit greater	than 50%	СН	Inorganic clays or high plasticity, fat clays			
			ОН	Organic clays of medium to high plasticity			
Highly Organic Soils			PT	Peat, muck, and other highly organic soils			

Prefix: G = Gravel, S = Sand, M = Silt, C = Clay, O = Organic

Suffix: W = Well Graded, P = Poorly Graded, M = Silty, L = Clay, LL < 50%, H = Clay, LL > 50%



Meskel & Associates Engineering, PLLC FL Certificate of Authorization No. 28142 3728 Philips Highway, Suite 208

Jacksonville, FL 32207 P: (904)519-6990 F: (904)519-6992



SUMMARY OF LABORATORY TEST RESULTS

PROJECT NO. <u>0029-0004</u>

PROJECT NAME Henry Smith Road Improvements

DATE. 2/11/2020

PROJECT LOCAT	ION Nassau	County, Flo	rida	CLIENT Peters & Yaffee, Inc.								
Borehole	Sample No.	Approx. Depth (ft)	%<#200 Sieve	Water Content (%)	Organic Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	USCS Classification	Comments		
B-1	0.5	1		97	14.8				SM			
B-2	3.5	4		64	10.1				SM			
CD-1	2	3	2	51	6.8				SP			
CD-2	1	1	28	29					SC			
CD-2	4	7	10	23	2.5				SP-SM			
CD-3	1	1	6	33	1.9				SP-SM			
CD-3	3	5	7	56	5.7				SP-SM			
CD-3	5	9	8	28					SP-SM			

Note: "---" Untested Parameter

LABORATORY TEST PROCEDURES

Percent Fines Content

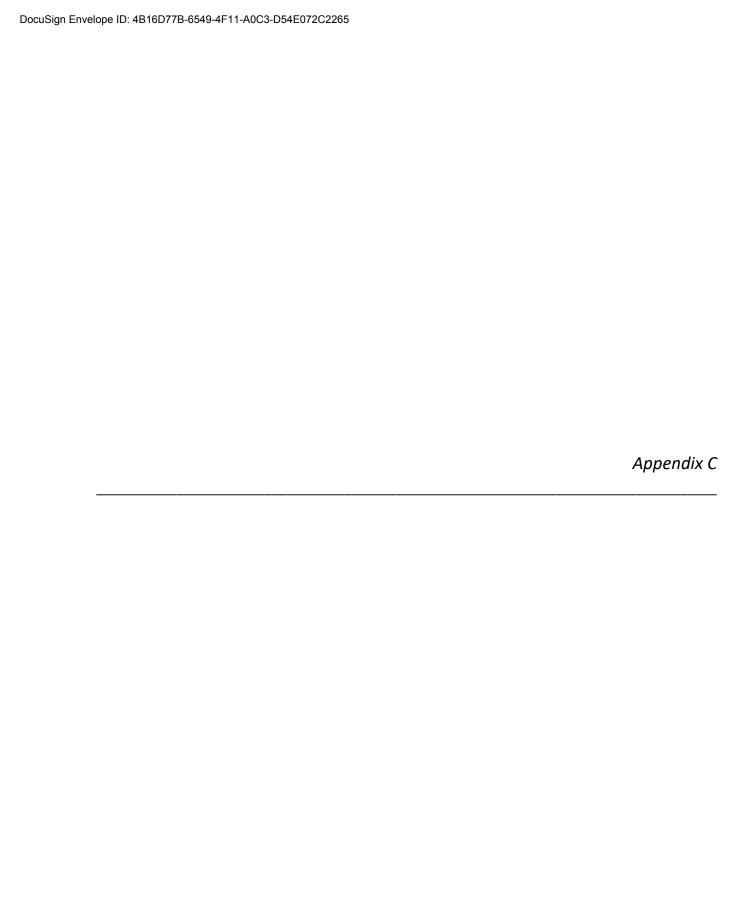
The percent fines or material passing the No. 200 mesh sieve of the sample tested was determined in general accordance with the latest revision of ASTM D 1140. The percent fines are the soil particles in the silt and clay size range.

Natural Moisture Content

The water content of the tested sample was determined in general accordance with the latest revision of ASTM D 2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

Organic Loss on Ignition (Percent Organics)

The organic loss on ignition or percent organic material in the sample tested was determined in general accordance with ASTM D 2974. The percent organics is the material, expressed as a percentage, which is burned off in a muffle furnace at 455±10 degrees Celsius.

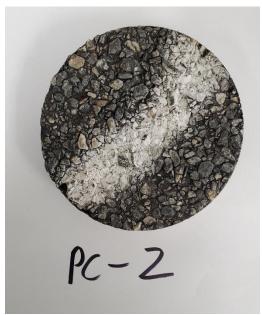




Core 1



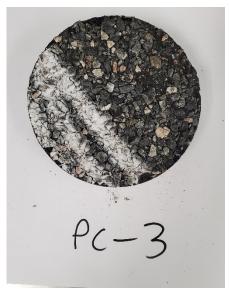
Core 1



Core 2



Core 2



Core 3



Core 3



Core 4



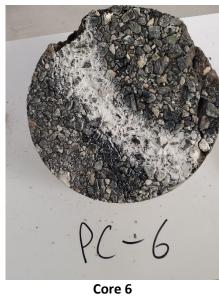
Core 4



Core 5

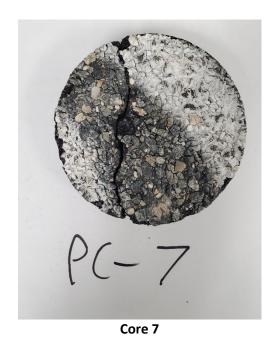


Core 5





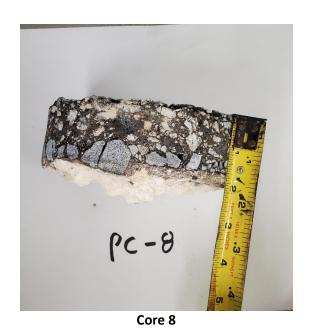
Core 6







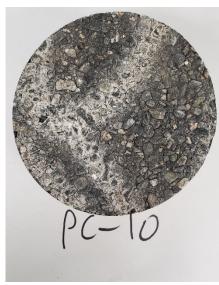








Core 9

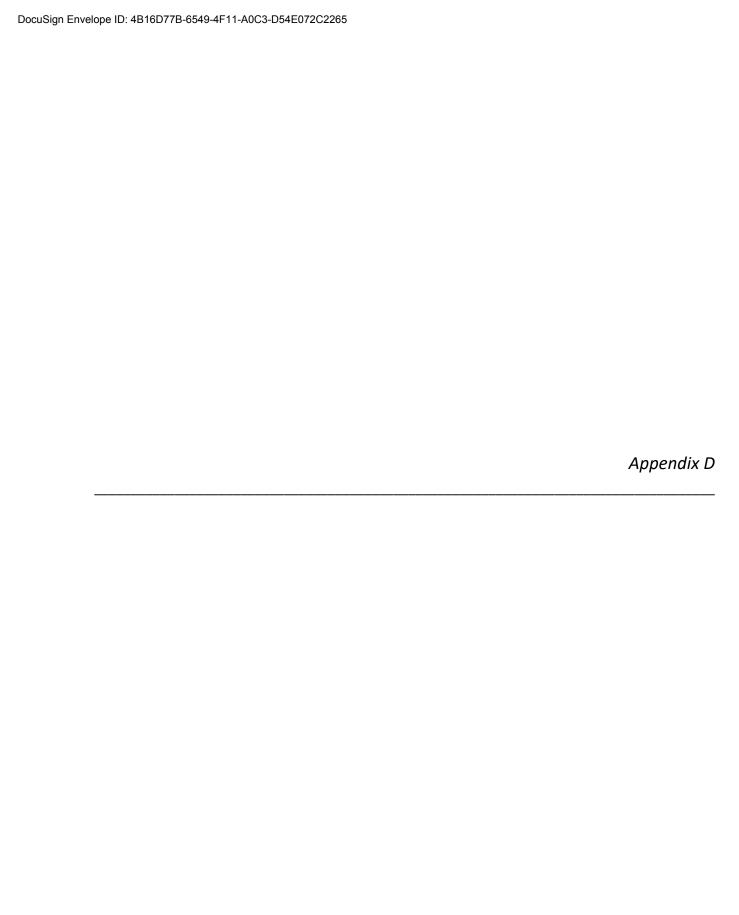


Core 10



Core 10





Existing Cross-Drain Culvert Photographs

Cross-Drain 1



North Side of Henry Smith Road



South Side of Henry Smith Road

Cross-Drain 2



North Side of Henry Smith Road



South Side of Henry Smith Road

Cross-Drain 3



North Side of Henry Smith Road



South Side of Henry Smith Road



APPENDIX B

NASSAU COUNTY - ROAD CLOSURE POLICY



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 rickyr@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 mloberdorfer@nassauso.com
- Nassau County Fire Department
 - Chief Brady Rigdon
 Email <u>brigdon@nassaucountyfl.com</u>
 - o Chief Greg Roland Email – <u>groland@nassaucountyfl.com</u>
 - Chief Bob Ratliff
 Email <u>rratliff@nassaucountyfl.com</u>
 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)
 - Cassondra Mitchell
 Phone (904) 875-6083
 Fax (904) 225-9733
 Email cassondra.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)
 - O 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.

APPENDIX C

NASSAU COUNTY – AS-BUILT REQUIREMENTS CHECK LIST



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-BUILTED" stricken through.
- 3. AS-BUILTS should display the original design information as displayed on the plan sheets with the design information stricken through and the as-built information displayed in bold adjacent to the design information.
- 4. AS-BUILTS shall be accompanied by an "Engineer's Certification" form from the Engineer of Record. (Exhibits 3 & 4)
- 5. Three {3) sets of fully signed and sealed AS-BUILTS should be submitted along with CD containing the PDF file(s) and CADD file(s) of the AS-BUILT information. CADD files should be in State Plane coordinates (NAD 83) with a vertical datum of NAVD88 or NGVD 1929 (with the datum shift noted). Furthermore, CADD files should only be submitted in ACAD version 2013 or later.
- 6. Northing and Easting of all drainage structures should be included.
- 7. The plans should be clearly legible, and all structure notes, distances, angles and elevations should be clearly readable.
- 8. If the plan represents a phase of a development, then that phase should be clearly identified for clarity and avoid confusion with future phases.
- 9. There should be a north arrow and scale on each sheet.
- 10. A legend should be included explaining the symbols used in the plans.
- 11. ALL sheets must be signed and sealed by a surveyor licensed in the State of Florida.

Phone (904) 530-6225



- 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.

APPENDIX D

PLANS/DRAWINGS



COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS SIGNING AND PAVEMENT MARKING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO. SHEET DESCRIPTION KEY SHEET TYPICAL SECTION SUMMARY OF DRAINAGE STRUCTURES PROJECT LAYOUT GENERAL NOTES

10 - 28 ROADWAY PLAN SPECIAL DETAILS DRIVEWAY 29 - 30

SPECIAL DETAILS DITCH PAVEMENT & RIPRAP SPECIAL DETAILS GUARDRAIL

DRAINAGE STRUCTURES 36 - 37

38 - 39 STORMWATER POLLUTION PREVENTION PLAN TEMPORARY TRAFFIC CONTROL PLANS SUMMARY OF QUANTITIES

GOVERNING STANDARDS AND SPECIFICATIONS: Florida Department of Transportation, 2022-23 Standard Plans for Road and Bridge construction and revised Index Drawings as appended herein, and FDOT July 2022 Standard Specifications for Road and Bridge Construction, and Nassau County Ordinance 2022-04 as amended by Contract Documents

The Standard Plans for Road and Bridge Construction are available at the following web site: www.fdot.gov/design/standardplans/

FDOT Standard Specifications for Road and Bridge Construction are available at the following website: www.fdot.gov/programmanagement/Implemented/SpecBooks

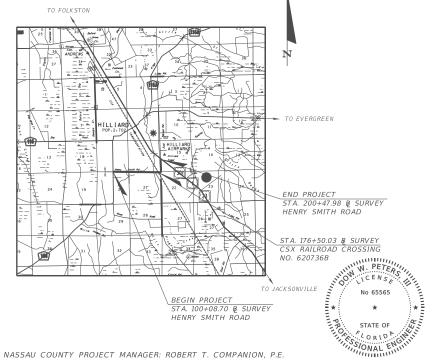
BOARD OF COUNTY COMMISSIONERS

JOHN F. MARTIN - DISTRICT 1 A.M. "HUPP" HUPPMAN - DISTRICT 2 JEFF GRAY - DISTRICT 3 THOMAS R. FORD - DISTRICT 4 ALYSON MCCULLOUGH - DISTRICT 5

NASSAU COUNTY ENGINEERING

CONTRACT PLANS

HENRY SMITH ROAD IMPROVEMENTS PROJECT FINANCIAL PROJECT ID 438178-1-54-01



PROJECT LOCATION LAUDERDALE

ROADWAY SHOP DRAWINGS

DOW W. PETERS III, P.E. PETERS & YAFFEE, INC 9822 TAPESTRY PARK CIRCLE SUITE 205 JACKSONVILLE, FL 32246

PLANS PREPARED BY: PETERS & YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 TEL. NO. (904) 265-0751 CONTRACT NO. CM2287

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Dow W Peters III 2022.12.13 14:41:48 -05'00'

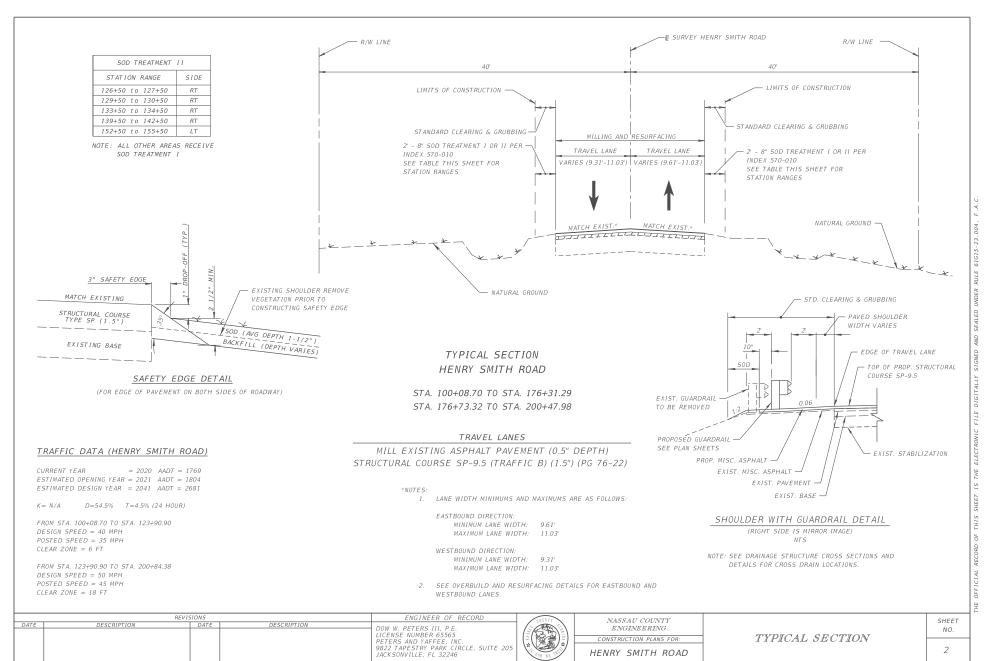
ON THE DATE ADJACENT TO THE SEAL

NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

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

ROADWAY PLANS ENGINEER OF RECORD: DOW W. PETETS III, P.E.

P.E. NO.: 65565



F:\2015\15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\typsrd01.dgn

$CT\Lambda$	127100	$\Omega \Omega = T \Omega$	$CT\Lambda$	143+000	10

OVERBUILD DETAILS											
	LOCATION		IST. E (%)	PROPOSED SLOPE (%)		MAX. DEPTH OF OVERBUILD	MAX. DEPTH OF OVERBUILD	WIDTH OF OVERBUILD	AREA OF OVERBUILD		
STATION	LANE	EB	WB	EB	WB	AT EOP (IN.)	AT CROWN POINT	(FT.)	(SQ. FT.)		
127+00.00	EASTBOUND AND WESTBOUND	0.02	1.87	(-)3.0	(-)2.0	0.6	4.6	VARIES	4.0		
128+00.00	EASTBOUND AND WESTBOUND	(-)2.77	(-)1.13	(-)3.0	(-)2.0	0.8	1.1	VARIES	1.3		
129+00.00	EASTBOUND AND WESTBOUND	(-)3.15	(-)0.82	(-)3.0	(-)2.0	1.7	1.5	VARIES	2.1		
130+00.00	EASTBOUND AND WESTBOUND	(-)3.55	(-)0.04	(-)3.0	(-)2.0	3.2	2.5	VARIES	3.5		
131+00.00	EASTBOUND AND WESTBOUND	(-)2.50	(-)0.12	(-)3.0	(-)2.0	1.7	2.3	VARIES	2.7		
132+00.00	EASTBOUND AND WESTBOUND	(-)2.31	0.09	(-)3.0	(-)2.0	2.0	2.6	VARIES	2.8		
133+00.00	EASTBOUND AND WESTBOUND	(-)2.89	(-)0.37	(-)3.0	(-)2.0	1.8	1.9	VARIES	2.2		
134+00.00	EASTBOUND AND WESTBOUND	(-)1.33	0.57	(-)3.0	(-)2.0	1.0	3.1	VARIES	3.0		
135+00.00	EASTBOUND AND WESTBOUND	(-)2.44	0.07	(-)3.0	(-)2.0	1.7	2.5	VARIES	2.8		
136+00.00	EASTBOUND AND WESTBOUND	(-)2.05	(-)0.13	(-)3.0	(-)2.0	1.0	2.2	VARIES	2.3		
137+00.00	EASTBOUND AND WESTBOUND	(-)1.66	0.22	(-)3.0	(-)2.0	1.0	2.6	VARIES	2.6		
138+00.00	EASTBOUND AND WESTBOUND	(-)3.00	0.02	(-)3.0	(-)2.0	2.5	2.5	VARIES	3.2		
139+00.00	EASTBOUND AND WESTBOUND	(-)2.38	0.00	(-)3.0	(-)2.0	1.7	2.5	VARIES	2.9		
140+00.00	EASTBOUND AND WESTBOUND	(-)2.92	0.51	(-)3.0	(-)2.0	2.9	3.0	VARIES	3.6		
141+00.00	EASTBOUND AND WESTBOUND	(-)5.18	0.07	(-)3.0	(-)2.0	5.2	2.5	VARIES	4.3		
142+00.00	EASTBOUND AND WESTBOUND	(-)4.53	(-)0.23	(-)3.0	(-)2.0	4.1	2.2	VARIES	3.6		
143+00.00	EASTBOUND AND WESTBOUND	(-)3.79	(-)0.93	(-)3.0	(-)2.0	2.2	1.4	VARIES	1.9		

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR HENRY SMITH ROAD

TYPICAL SECTION

SHEET NO. 3

STA. 148+00.00 TO STA. 155+00.00 (WESTBOUND)

STA. 184+00.00 TO STA. 189+00.00 (WESTBOUND)

OVERBUILD DETAILS										
LOCA	TION	EXIST. SLOPE	PROPOSED	MAX. DEPTH OF	WIDTH OF OVERBUILD	AREA OF OVERBUILD				
STATION	LANE	(%)	SLOPE (%)	OVERBUILD (IN.)	(FT.)	(SQ. FT.)				
148+00.00	WESTBOUND	(-)3.37	(-)3.0	0.4	VARIES	0.01				
149+00.00	WESTBOUND	(-)3.33	(-)3.0	0.4	VARIES	0.02				
150+00.00	WESTBOUND	(-)3.24	(-)3.0	0.3	VARIES	0.02				
151+00.00	WESTBOUND	(-)4.07	(-)3.0	1.3	VARIES	0.1				
152+00.00	WESTBOUND	(-)5.22	(-)3.0	2.5	VARIES	0.1				
153+00.00	WESTBOUND	(-)5.96	(-)3.0	3.6	VARIES	0.2				
154+00.00	WESTBOUND	(-)5.83	(-)3.0	3.3	VARIES	0.2				
155+00.00	WESTBOUND	(-)4.96	(-)3.0	2.4	VARIES	0.1				
156+00.00	WESTBOUND	(-)2.59	(-)2.0	0.7	VARIES	0.03				
184+00.00	WESTBOUND	(-)3.47	(-)3.0	0.6	VARIES	0.2				
185+00.00	WESTBOUND	(-)4.15	(-)3.0	1.3	VARIES	0.5				
186+00.00	WESTBOUND	(-)4.10	(-)3.0	1.3	VARIES	0.5				
187+00.00	WESTBOUND	(-)3.58	(-)3.0	0.7	VARIES	0.3				
188+00.00	WESTBOUND	(-)3.31	(-)3.0	0.4	VARIES	0.2				
189+00.00	WESTBOUND	(-)3.15	(-)3.0	0.2	VARIES	0.1				

REVI	ENGINEER OF RECORD		
DATE DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

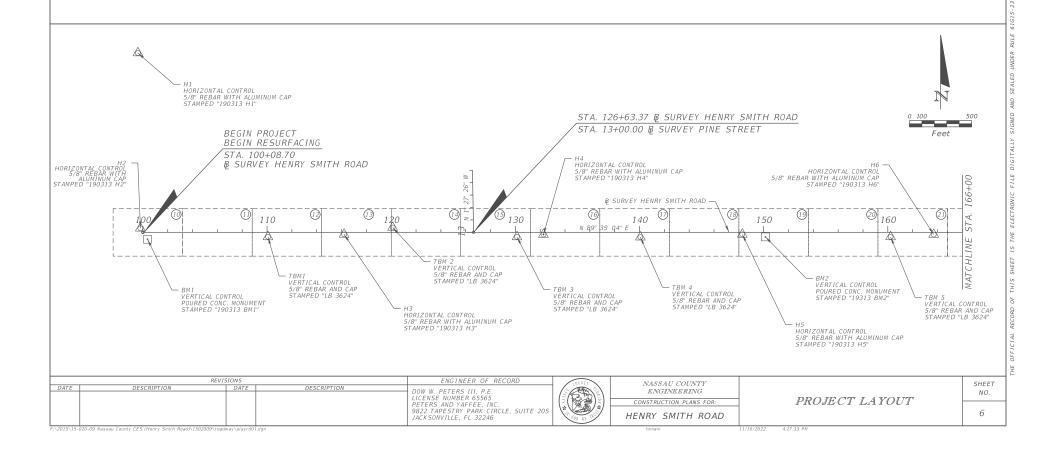
TYPICAL SECTION

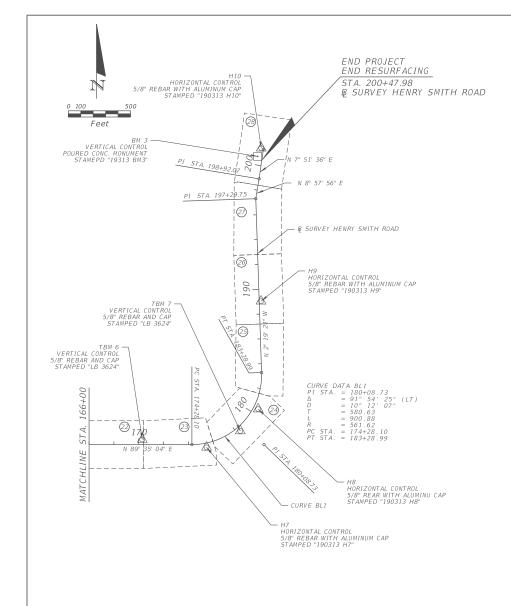
SHEET NO.

ΙΤΥ			1		57.		CROSS	DRAIN PIPE		M	ITERED END SEC	TIONS	STRAIGHT	PERF.		
	STR.	STATION	SIDE	DESCRIPTION	RE	ROUND		ELLIPTICA					CONC.	TURF	REMARKS	
à	NO.		SI		BAR	24"	13" X 17"	43" X 68"	48" X 76"	ROUND	ELLIP		ENDWALLS		7.27	
	S-1	13+26.91	LT	MES	1	RCP	ECMP	ERCP	ERCP	24" RCP	13" X 17" ECMP	29" X 42" ECMP	EA	5Y 22	PINE STREET, BASE BID	
F											1					
P F	5-2	13+28.56	RT	MES, PIPE	1		5				1			22	PINE STREET, BASE BID	
P	5-3	154+80.00	LT/RT	ENDWALL, PIPE, ENDWALL	1				35				2		INCLUDED IN BID OPTION A	
P	5-4	169+03.58	LT/RT	ENDWALL, PIPE, ENDWALL	2			66					2		INCLUDED IN BID OPTION B	
P	S-5	175+48.66	LT	MES	1	5				1				27	BASE BID	
F P	5-6	177+32.28	LT	MES	2							2		35	BASE BID	
F P	S-7	177+31.00	RT	MES	2							2		35	BASE BID	
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				REVISIONS				EI	 NGINEER OF RE	CORD	118802	NASSAU CO	UNTY			SHEET
DA	AT E	DESCRIPTION		DATE DE	SCRIE	PTION		DOW W. PE	TERS III, P.E. UMBER 65565			ENGINEER	RING		SUMMARY OF	NO.
								DETEDS AL	ID VAFFEE INC	E SUITE 3	05	CONSTRUCTION P		DI	RAINAGE STRUCTURES	_
. 201		09 Nassau County CES (Henry Smith	D 14 450000					JACKSONVI	STRY PARK CIRC LLE, FL 32246	.c, JUIIE 2	COO VE TO	HENRY SMIT		1/10/2022		5

SURVEY GENERAL NOTES

- 1. THIS IS NOT A BOUNDARY SURVEY
- 2. THIS PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), 1983 NORTH AMERICAN DATUM (NAD 83-2011).
- 3. ELEVATIONS DEPICTED HEREIN ARE IN DECIMAL FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), SOURCE BENCHMARK IS A DISK STAMPED "NAS 22 1984" IN THE TOP OF CONCRETE MONUMENT AT THE INTERSECTION OF INGRAM ROAD AND CSX RAILROAD, ELEVATION = 59.77 FEET (NORTH AMERICAN VERTICAL DATUM OF 1988).
- 4. RIGHT OF WAY LINES AND ARE CALCULATED FROM LAST DEEDS OF RECORD AVAILABLE FROM NASSAU COUNTY PROPERTY APPRAISER ONLINE PORTAL.
- 5. CONTROL POINT DATA IS PROVIDED IN TABULATED FORM. GRAPHIC POINT REPRESENTATIONS DO NOT REPLACE OR SUPERSEDE TABULATED COORDINATE AND ELEVATION DATA.
- 6. INFORMATION SUCH AS INVERT ELEVATIONS, PIPE SIZE, PIPE MATERIAL, AND CONNECTIVITY OF THE STORM AND SANITARY SYSTEMS ARE ASCERTAINED TO THE BEST OF OUR ABILITY BASED ON SITE CONDITIONS, ACCESSIBILITY TO THE FACILITIES, CONDITION OF FACILITIES AND AGE OF FACILITIES.
- 7. LAST DAY OF FIELD SURVEY: MARCH 24, 2020.





VERTICAL CONTROL POINTS										
POINT	STATION	OFFSET	NORTHING	EASTING	ELEVATION	FEATURE				
BM1	100+37.44	56.35	2304409	363867	80.08	PMON				
TBM1	110+07.41	37.39	2304435	364837	77.81	I RC				
TBM2	120+11.19	38.43	2304518	365834	74.19	I RC				
TBM3	130+12.85	37 . 48	2304449	366842	72.89	I RC				
TBM4	140+06.51	39.22	2304455	367836	62.71	I RC				
BM2	150+13.86	36.96	2304464	368843	63.36	PMON				
TBM5	160+22.25	37.38	2304471	369851	61.59	I RC				
TBM6	170+28.05	41.09	2304557	370857	52.37	I RC				
TBM7	178+27.78	35.40	2304631	371646	62.14	I RC				
TBM8	187+80.24	40.67	2305556	371836	62.76	I RC				
ВМ3	200+69.56	37.40	2306844	371770	57.97	PMON				

HORIZONTAL CONTROL POINTS								
POINT	STATION	OFFSET	NORTHING	EASTING	FEATURE			
190313 H1	99+79.64	-32.48	2305908.737	363778.017	I RC			
190313 H2	99+59.42	-1444.09	2304497.313	363808.468	I RC			
190313 H3	116+20.32	16.69	2304460.044	365449.465	I RC			
190313 H4	132+26.24	18.22	2304470.152	367055.352	I RC			
190313 H5	148+27.65	16.69	2304483.296	368656.713	I RC			
190313 H6	163+69.24	17.73	2304493.429	370198.268	I RC			
190313 H7	175+40.22	33.46	2304498.059	371375.145	I RC			
190313 H8	180+42.45	39.15	2304808.558	371788.631	I RC			
190313 Н9	189+03.47	14.81	2305677.813	371805.574	I RC			
190313 H10	201+39.14	-18.09	2306910.374	371798.465	I RC			

	REVI:	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

PROJECT LAYOUT

SHEET NO.

15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\playrd02.dgn

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1/10/2022 4:27:33 PM

GENERAL NOTES

- 1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
- 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. THE FOLLOWING LIST OF UTILITY COMPANIES HAVE FACILITIES WITHIN THE PROJECT LIMITS.

<u>COMPANIES</u>	TELEPHONE NUMBER
COMCAST CABLE COMMUNICATIONS WINDSTREAM COMMUNICATIONS OKEEFEENOKE RURAL ELECTRIC MEMBERSHIP CENTURY LINK FLORIDA POWER AND LIGHT TOWN OF HILLIARD (WATER) MCI CSX RAILROAD ROADMASTER	(904) 380-6341 (386) 364-2493 (800) 262-5131X3305 (352) 303-2430 (904) 225-3031 (904) 675-9813 (904) 633-5481 (912) 550-5937

- VOLTAGES OF OVERHEAD POWER LINES ARE SHOWN ON THE PLANS PER UAO MARKUPS. CONTRACTOR TO NOTE HEIGHT OF ALL EXISTING OVERHEAD LINES AND PLAN THE EXECUTION OF THE WORK ACCORDINGLY.
- 4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS 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 SHALL NOT ALLOW ANY ASPHALT SPOILS TO BE SWEPT OR BLOWN ONTO UNPAVED SHOULDER AREAS, INTO DRAINAGE STRUCTURES, OR DITCHES. CONTRACTOR SHOULD CLEAN UP DAILY AND HAVE A BROOM AVAILABLE.
- 6. 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 SPECIFICATIONS FOR ROAD & BRIDGE 2021 WILL BE USED IF NOT ADDRESSED BY NASSAU COUNTY DOCUMENTS. CONTRACTOR SHALL COMPLY WITH CURRENT FLORIDA ACCESSIBILITY CODE FOR ALL WORK ON THIS PROJECT.
- 7. 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 CONTRACTOR'S RID.
- 8. 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 ALSO UNGED 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 DURING THE CONSTRUCTION OF THE PROJECT.
- 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EITHER CONDUCT ANY FIELD EXPLORATION OR ACQUIRE ANY GEOTECHNICAL ASSISTANCE REQUIRED TO ESTIMATE, IF NEEDED, THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO BE REMOVED AND/OR TO ESTIMATE THE AMOUNT OF OFF-SITE BORROW THAT WILL BE REQUIRED. CONTRACTOR IS TO USE AN FOOT APPROVED PIT.
- 10. THE CONTRACTOR WILL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH NASSAU COUNTY AND/OR FDOT REQUIREMENTS WITH PRIOR ADVANCE NOTICE TO NASSAU COUNTY AND/OR OWNER C.E.I.'S. THIS SHALL INCLUDE DENSITY TESTS FOR ASPHALT AND LIMEROCK AND IN ALL TRENCHES. CONCRETE TESTING. AND ALL OTHER MATERIAL TESTING.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT INCLUDING NPDES PERMITS, ETC.
- 12. 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.
- 13. AS-BUILT DRAWINGS (2 PAPERS & 1 CADD) 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 CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION AND SUBMITTAL OF "AS-BUILTS" 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. THE AS-BUILT SURVEY SHALL INCLIDE ROADSIDE DITCH SPOT ELEVATIONS.
- 14. 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 PROCEEDING WITH CONSTRUCTION.
- 15. CLEARING AND GRUBBING REQUIRED FOR ALL ROADWAY, DRAINAGE. 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 SOD ALL DISTURBED AREAS (AS SHOWN ON PLAN).
- 16. ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH THE JULY 2022 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 110.
- 17. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

- 18. CONTRACTOR SHALL COORDINATE WITH DAVID HEARN, NASSAU COUNTY ROAD AND BRIDGE (904-530-6175), AND DELIVER MILLINGS TO THE FOLLOWING ADDRESS:
 - HILLIARD YARD 37356 PEA FARM ROAD HILLIARD, FL 32046
- 19. CONTRACTOR SHALL NOTIFY ROAD AND BRIDGE AT LEAST 10 DAYS IN ADVANCE OF MILLING OPERATIONS.
- 20. ALL EXISTING TREES, OUTSIDE OF AREAS TO BE CLEARED AND GRUBBED, ARE TO REMAIN AND SHALL BE PRESERVED AND PROTECTED.
- 21. ALL STORM SEWER PIPE MATERIALS SHALL CONFORM TO THE TYPES LISTED AS APPROVED IN THE NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS. ALL PIPE INSTALLATIONS WILL FOLLOW MANUFACTURER'S RECOMMENDATIONS, NASSAU COUNTY AND FOOT REQUIREMENTS. ALL JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER FOOT REQUIREMENTS.
- 22. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH NASSAU COUNTY AND FOOT REQUIREMENTS AND SHALL BE CONSTRUCTED TO CONFORM WITH PROPERTY LINES AND LOW POINTS AS SHOWN ON THE PLANS.
- 23. CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE.
- 24. CONTRACTOR WILL BE RESPONSIBLE FOR THE RELOCATION OF ALL STANDARD MAILBOXES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND POSTAL REQUIREMENTS.
- 25. NO BURNING IN THE RIGHT-OF-WAY SHALL BE PERMITTED.
- 26. TWO COUNTY IMPACT FEE SIGNS SHALL BE PROVIDED AS SHOWN IN THE IMPACT FEE SIGN DETAIL IN THE TRAFFIC CONTROL PLAN SHEETS. CONTRACTOR SHALL COORDINATE WITH MASSAU COUNTY TO OBTAIN THE IMPACT FEE SIGNS, PROPOSED LOCATIONS FOR SIGNS AND UPDATE THE SIGN INFORMATION, AS NECESSARY.
- 27. ANY DRIVEWAY'S BROKEN OR CRACKED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE DIRECTION OF THE PROJECT ENGINEER AT THE CONTRACTOR'S EXPENSE.
- 28. A PRE-CONSTRUCTION MEETING IS REQUIRED TO BE ATTENDED BY NASSAU COUNTY REPRESENTATIVES, THE CONTRACTOR, AND THE ENGINEER OF RECORD, QC (CONTRACTOR'S TESTING FIRM), SUBCONTRACTOR (ASPHALT) AND THE UTILITY COMPANIES.
- 29. 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 MASSAU COUNTY.
- 30. CONTRACTOR IS TO SUBMIT A DISASTER PREPAREDNESS PLAN AT THE PRE-CONSTRUCTION MEETING.
- 31. THE REMOVAL OF MUCK AND PLASTIC MATERIAL WITHIN THE PROJECT LIMITS SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD PLANS INDEX 120-002.
- 32. LANE CLOSURE RESTRICTIONS ON THIS PROJECT WILL BE APPROVED BY NASSAU COUNTY ENGINEERING SERVICES DEPARTMENT. REFER TO NASSAU COUNTY ROAD CLOSURE POLICY.
- 33. THE CONTRACTOR SHALL NOTIFY NEARBY BUSINESSES OF ANY TRAFFIC INTERRUPTIONS.
- 34. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND/OR SODDING THE DISTURBED AREA.
- 35. MILLED PAVEMENT SHALL BE RESURFACED ON THE SAME DAY. TRAFFIC IS NOT PERMITTED ON MILLED SURFACES.
- 36. ALL WORK PERFORMED WITHIN COUNTY'S RIGHT-OF-WAY SHALL CONFORM TO NASSAU COUNTY'S ORDINANCE 2022-04 AND THE FOLLOWING PUBLICATIONS:

JULY 2022 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FDOT STANDARD PLANS FY 2022-23 2022 FDOT STANDARD PLANS FY 2022-23 2022 FDOT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAYEMENT REHABILITATION (CURRENT EDITION).

- 37. ACCESS TO DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.
- 38. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, Vh, AND VVh ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- 39. THE CONTRACTOR WILL NOT BE ALLOWED TO WORK AT NIGHT, ON WEEKENDS OR DURING HOLIDAYS. THE CONTRACTOR WILL NOT BE ALLOWED TO WORK DURING FCAT TESTING DAYS.
- 40. LANE CLOSURES WILL BE COORDINATED SO AS NOT TO IMPACT DAILY SCHOOL BUSING OPERATIONS OF CALLAHAN MIDDLE SCHOOL, HILLIARD ELEMENTARY, AND HILLIARD SENIOR MIDDLE HIGH. THE CONTRACTOR WILL COORDINATE WITH SCHOOL BOARD DIRECTOR OF TRANSPORTATION BRAD UNDERHILL.
- 41. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.
- 42. ALL EXCESS SUITABLE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY ENGINEER OR OWNER.
- 43. THE CONTRACTOR SHALL VIDEO THE PROJECT SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND PROVIDE THIS VIDEO TO THE COUNTY.

REVISIONS				ENGINEER OF RECORD	ENVIE	NASSAU COUNTY		SHEET
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.		ENGINEERING		NO.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC.		CONSTRUCTION PLANS FOR:	GENERAL NOTES	
				9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	TO VE THE	HENRY SMITH ROAD		8

GENERAL NOTES CONT.

- 44. THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE, INCLUDING CRITICAL PATH, TO THE COUNTY AT THE PRE-CONSTRUCTION MEETING. THESE ITEMS WILL BE UPDATED REGULARLY THROUGHOUT THE CONSTRUCTION DURATION.
- 45. ANY DAMAGE OCCURING TO CR 108, CR 115 (OLD DIXIE HIGHWAY), US 1 OR SIDE STREETS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY.
- 46. PRIOR TO ANY ACTIVITIES NEAR FOOT RIGHT-OF-WAY ON SR 15/US 1. NOTIFY FOOT JACKSONVILLE MAINTENANCE OFFICE.

RAILROAD NOTES

- 1. THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL OF ANY KIND ON CSXT RIGHT-OF-WAY (ROW) OR WHERE THEY MAY HAVE THE POTENTIAL TO INTERFERE WITH CSXT OPERATIONS UNLESS CONTRACTOR HAS RECEIVED PRIOR WRITTEN AUTHORIZATION BY CSXT REPRESENTATIVE.
- 2. COORDINATE ALL RAILROAD ACTIVITIES THROUGH NASSAU COUNTY ENGINEERING DEPARTMENT.
- 3. BASED ON THE PROJECT SCOPE, CSXT WILL DETERMINE THE LEVEL OF TRACK/ROW PROTECTION REQUIRED. HOWEVER, NO WORK ON OR WITH IMPACTS TO CSXT ROW IS PERMITTED WITHOUT SAID TRACK/ROW PROTECTION.
- 4. UNDER NO CONDITIONS SHALL WORK AFFECT THE SAFE PASSAGE OF TRAINS OR OTHER ON TRACK EQUIPMENT.
- CONTRACTOR AND ALL SUBCONTRACTORS (IF APPLICABLE) SHALL PROCURE AND MAINTAIN RAILROAD PROTECTIVE LIABILITY INSURANCE AND COVERAGE OF INSURANCE BEFORE ACCESSING CSXT RIGHT-OF-WAY (ROW).
- 6. CONTRACTOR SHALL REFER TO THE CSXT PUBLIC PROJECTS MANUAL, MOST RECENT EDITION, FOR CONSTRUCTION REQUIREMENTS WHILE WITHIN THE CSXT RIGHT-OF-WAY (ROW).
- 7. CONTRACTOR MUST HAVE AN EMERGENCY ACTION AND HURRICANE PREPAREDNESS PLAN AND MEANS AND METHODS, WHICH SHOULD BE SITE SPECIFIC AND MUST INCLUDE COORDINATION WITH CSXT AND CSXT REPRESENTATIVE, WHILE WORKING WITHIN THE CSXT ROW LIMITS. THESE PLANS MUST BE PROVIDED TO CSXT FOR REVIEW AND ACCEPTANCE PRIOR TO WORK COMMENCING WHICH MAY IMPACT CSXT RIGHT-OF-WAY (ROW) OR FACILITIES.
- 8. AGENCY AND CONTRACTOR ARE NOT PERMITTED TO CROSS CSXT'S PROPERTY OR TRACKS, EXCEPT ON EXISTING PUBLIC ROAD CROSSINGS, WITH VEHICLES, MEN, OR EQUIPMENT OF ANY KIND WITHOUT PRIOR AUTHORIZATION FROM CSXT OR AUTHORIZED REPRESENTATIVE.
- 9. IF ANY ISSUE OR INCIDENT OCCURS WITHIN CSXT RIGHT-OF-WAY (ROW), CONTRACTOR MUST IMMEDIATELY CONTACT THE CSXT PUBLIC SAFETY COORDINATION CENTER AT 800-232-0144 AND NOTIFY CSXT REPRESENTATIVE.
- 10. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATIONS LINES. THE CONTRACTOR SHALL CONTACT THE RAILROAD'S REPRESENTAIVE TWO (2) WEEKS IN ADVANCE OF THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE RAILROAD UNDERGROUND LINES ON RAILROAD PROPERTY, UPON REQUEST FROM THE CONTRACTOR OR AGENCY, RAILROAD SIGNAL FORCES WILL LOCATE AND PAINT MARK OR FLAG RAILROAD UNDERGROUND SIGNAL, COMMUNICATION, AND POWER LINES IN THE AREA TO BE DISTURBED FOR THE CONTRACTOR. AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE LINES WHICH ARE CRITICAL TO CONTRACTOR. THE SAFETY OF THE RAILROAD AND THE PUBLIC. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD SIGNAL, COMMUNICATION, OR POWER LINE, THE LINE SHALL BE POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR AND THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF A RAILROAD SIGNAL REPRESENTATIVE.
- 11. ALL SOILS EXCAVATED WITHIN CSXT'S RAILROAD RIGHT-OF-WAY SHALL REMAIN ON CSXT'S RIGHT-OF-WAY. TESTING OF SOILS ON CSXT ROW IS PROHIBITED WITHOUT PRIOR WRITTEN CSXT AUTHORIZATION. ANY SOILS EXCAVATED ON CSXT ROW CAN BE REUSED ON THE ROW PROVIDED PLACING SOILS ALONG CSXT ROW POSES NO ADVERSE IMPACTS TO THE ESTING TERRAIN, DRAINAGE ORENVIRONMENT. SHOULD SOIL NEED TO BE REMOVED FROM CSXT ROW, THE CSXT ENVIRONMENTAL DEPARTMENT WILL SAMPLE THE SOIL FOR DISPOSITION. SOIL STAGED ON CSXT MUST FOLLOW CSXT PROTOCOL AND BE PROPERLY STORED AND/OR PROTECTED FROM THE ELEMENTS AND POTENTIAL EXPOSURE.
- 12. PROVIDE THE DEPARTMENT WITH A 45 DAY ADVANCE NOTICE OF BEGINNING WORK WITHIN THE RAILROAD RIGHT OF WAY TO ALLOW FOR THE SCHEDULING OF TRACK/ROW PROTECTION. FAILURE BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THIS NOTE CONSTITUTES A FULL, COMPLETE ABSOLUTE AND IRREVOCABLE WAIVER BY THE CONTRACTOR OF ANY RIGHT TO CLAIM FOR ADDITIONAL COMPENSATION OR A TIME EXTENSION RELATED TO WORK WITHIN THE RAILROAD RIGHT OF WAY.

EROSION CONTROL NOTES

- 1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
- 3. ADDITIONAL ONSITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS.
- SHOULD THE FABRIC ON A SEDIMENT BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED
 USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
- 5. SEDIMENT DEPOSITS SHOULD BE CHECKED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- 6. ANY SEDIMENT DEPOSITS REMAINING IN PLACE SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED. IF IT CANNOT BE DRESSED TO CONFORM TO EXISTING GRADE, IT SHALL BE LEGALLY DISPOSED OF OFF-SITE AT NO ADDITIONAL COST TO THE COUNTY.
- 7. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEW MANUAL.
- 8. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- SOD SHALL BE PLACED AND MAINTAINED IN ANY DISTURBED AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS.
- 10. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
- 11. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
- 12. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REQUIATIONS AND WATER QUALITY GUIDELINES FOR ALL LOCAL, STATE AND FEDERAL AGENCIES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
- 13. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
- 14. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO PREVENT TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND TURBIDITY LEVELS.
- 15. CONTRACTOR SHALL NOT WITHOLD PAYMENT OF FINES CAUSING UNNECESSARY DELAYS. PAYMENT SHALL BE MADE IN A REASONABLE AMOUNT OF TIME. NECLIGENTLY OR KNOWINGLY DISCHARING A POLLUTANT FROM A POINT SOURCE INTO A WATER OF THE UNITED STATES WITHOUT A NPDES PERMIT OR IF FOUND TO BE IN VIOLATION OF A NPDES PERMIT CAN RESULT IN FINES OF \$2,500 PER DAY PER STATUTE 33 U.S.C. 1319(X1) & (2).

REVISIONS ENGINEER OF F	
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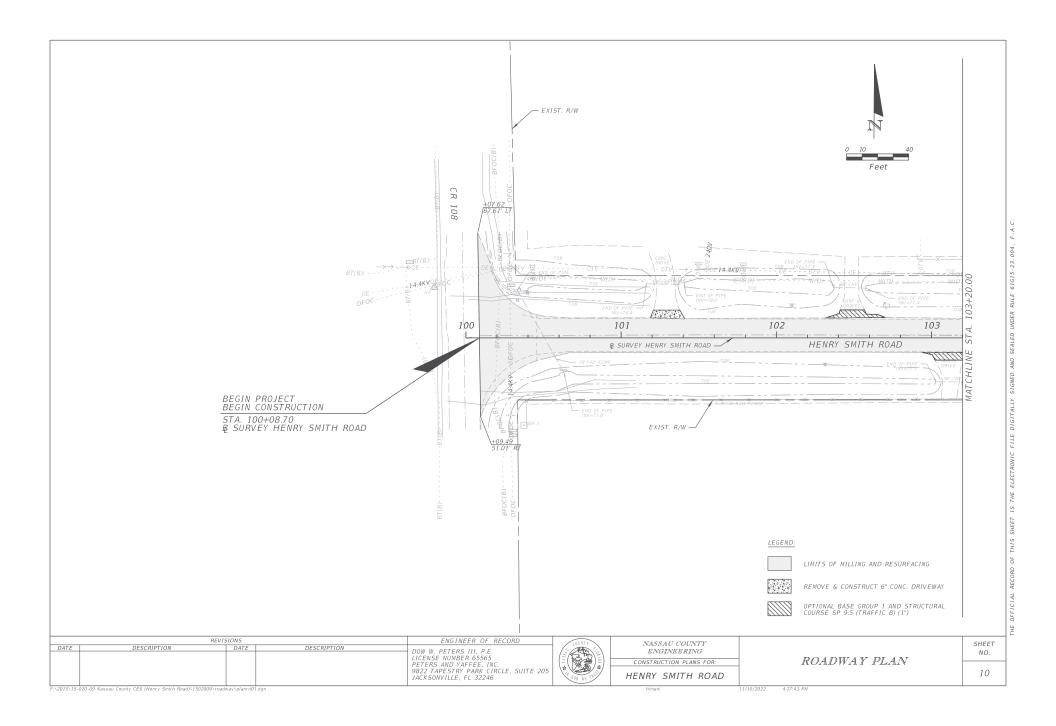


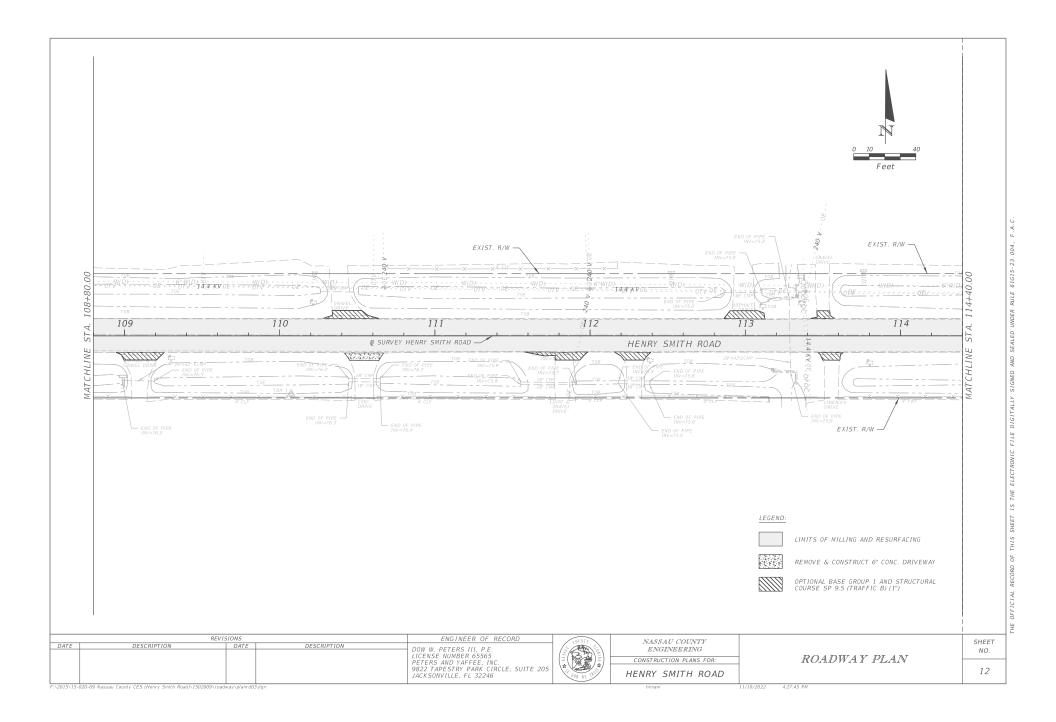
NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:

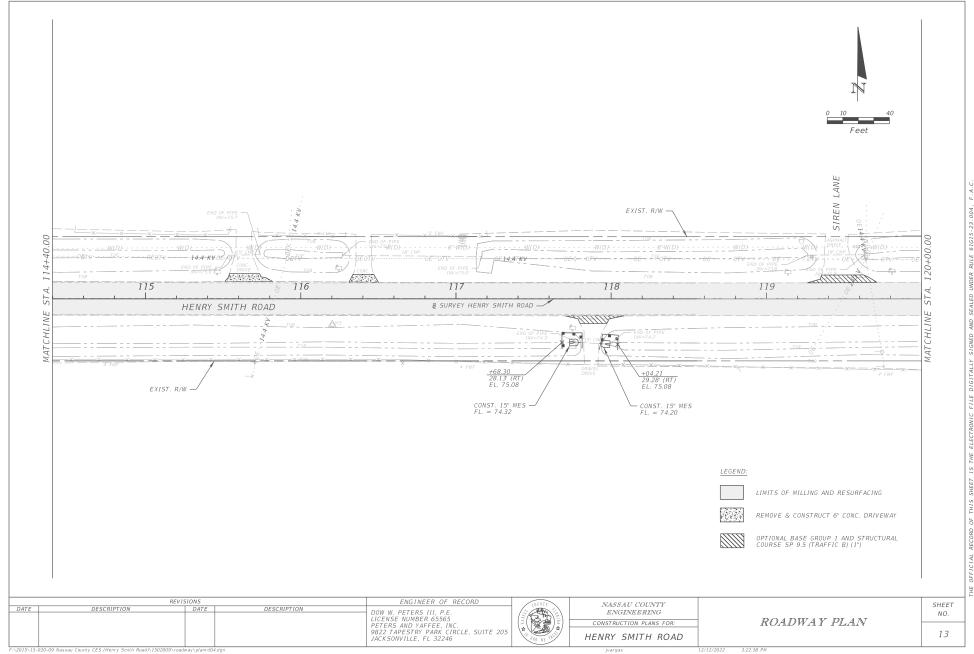
HENRY SMITH ROAD

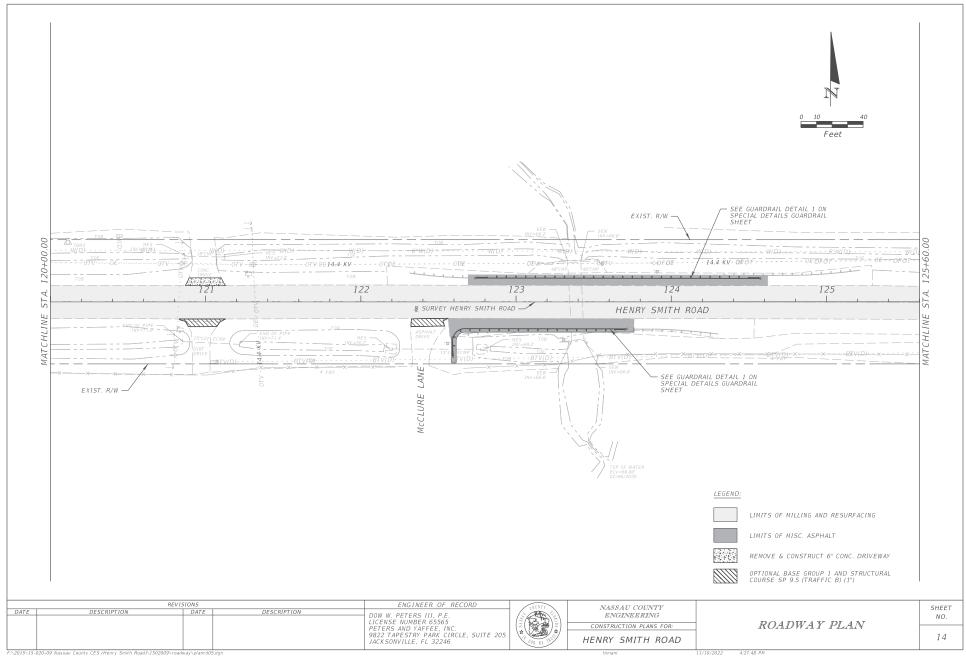
GENERAL NOTES

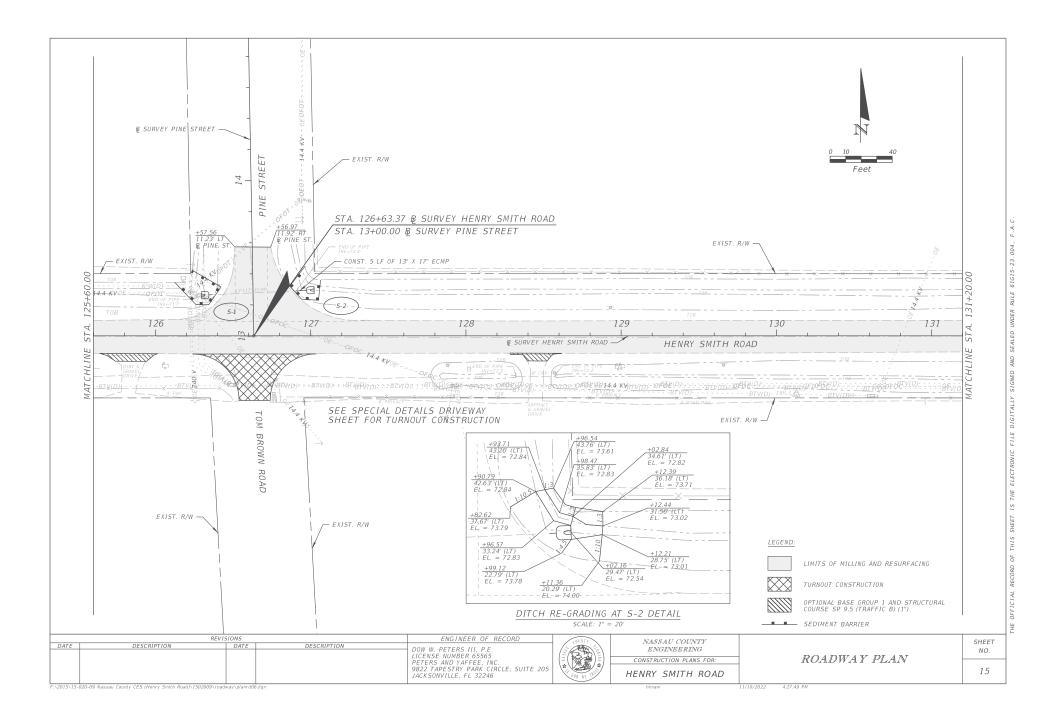
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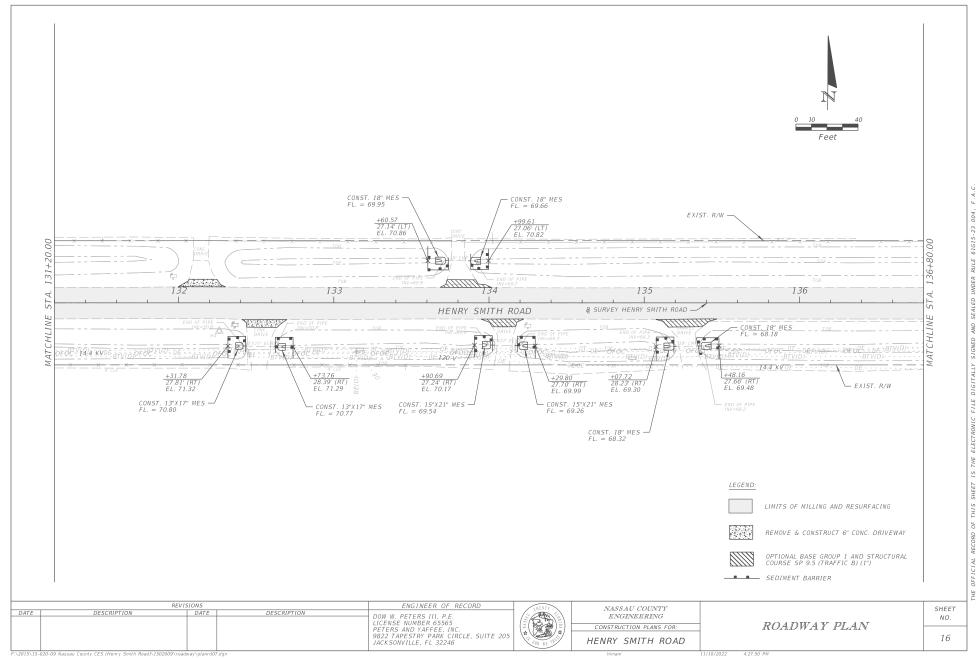


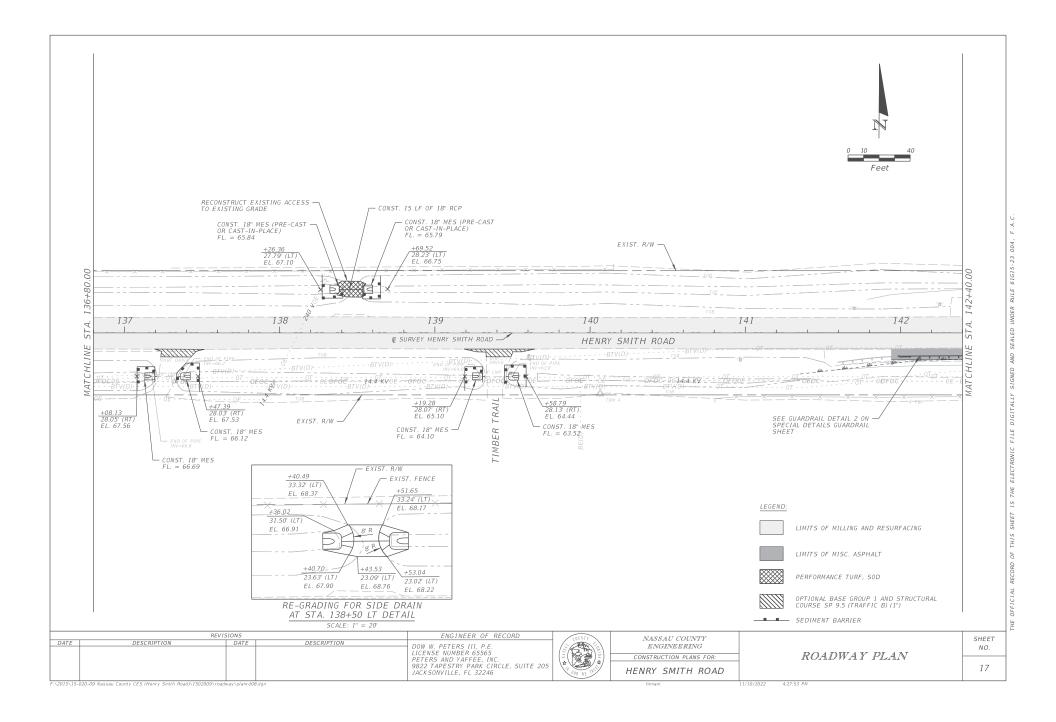


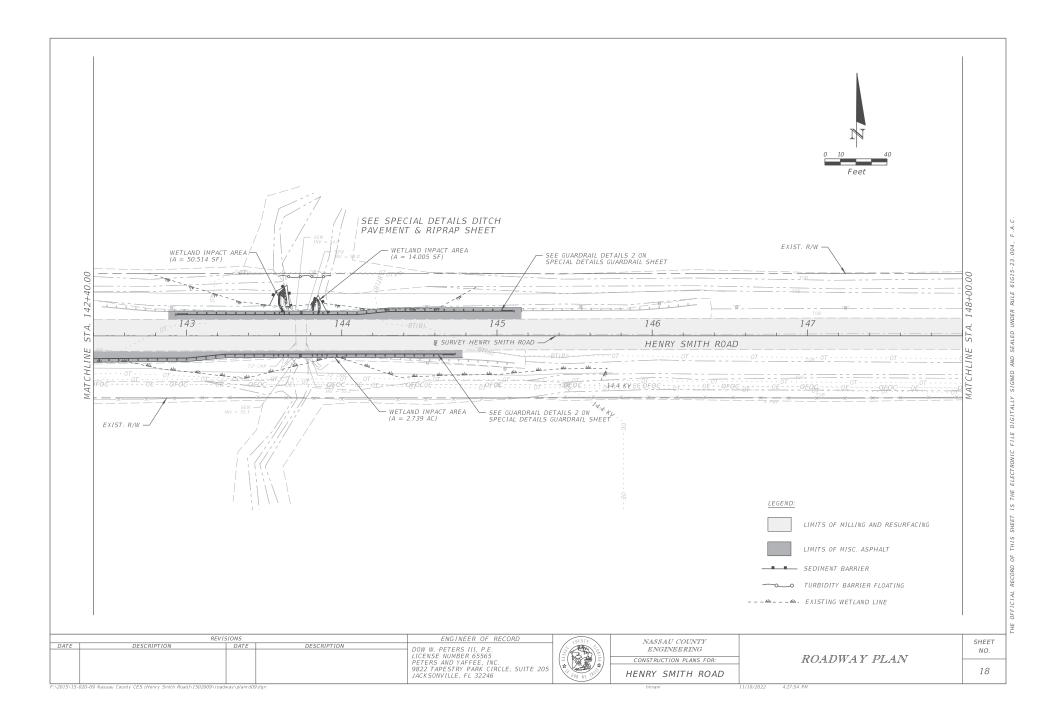


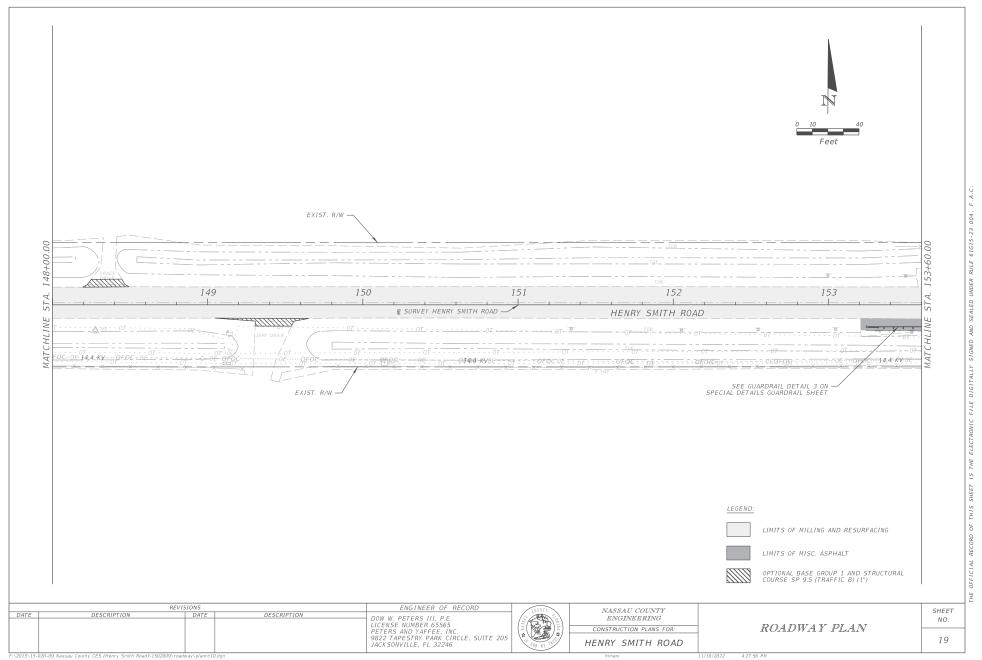


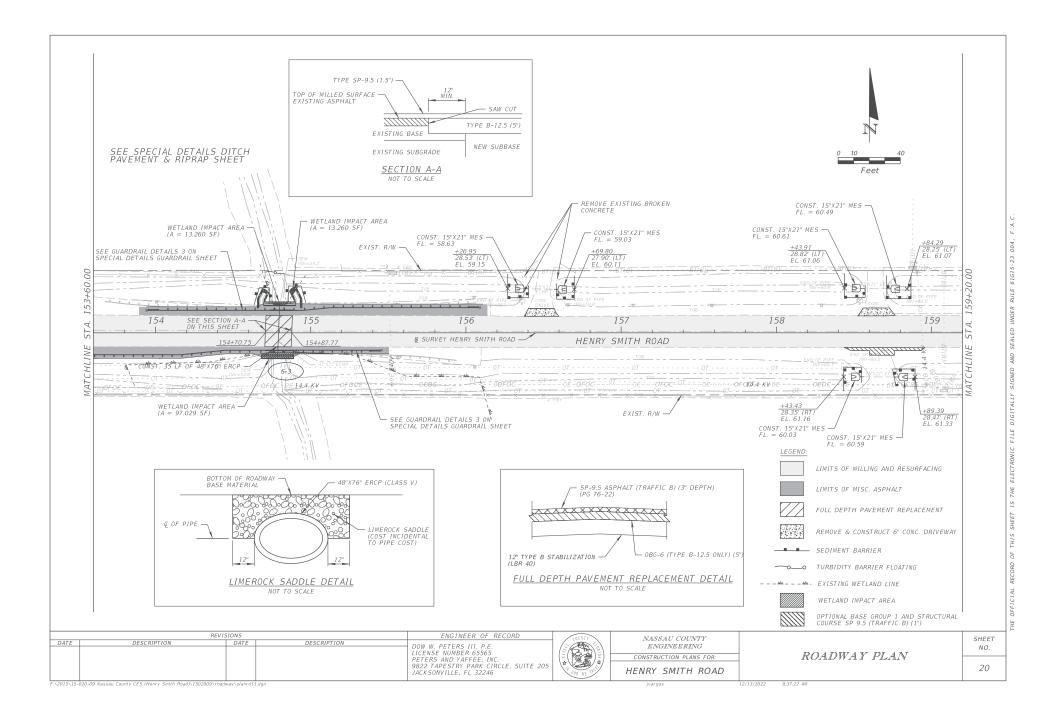


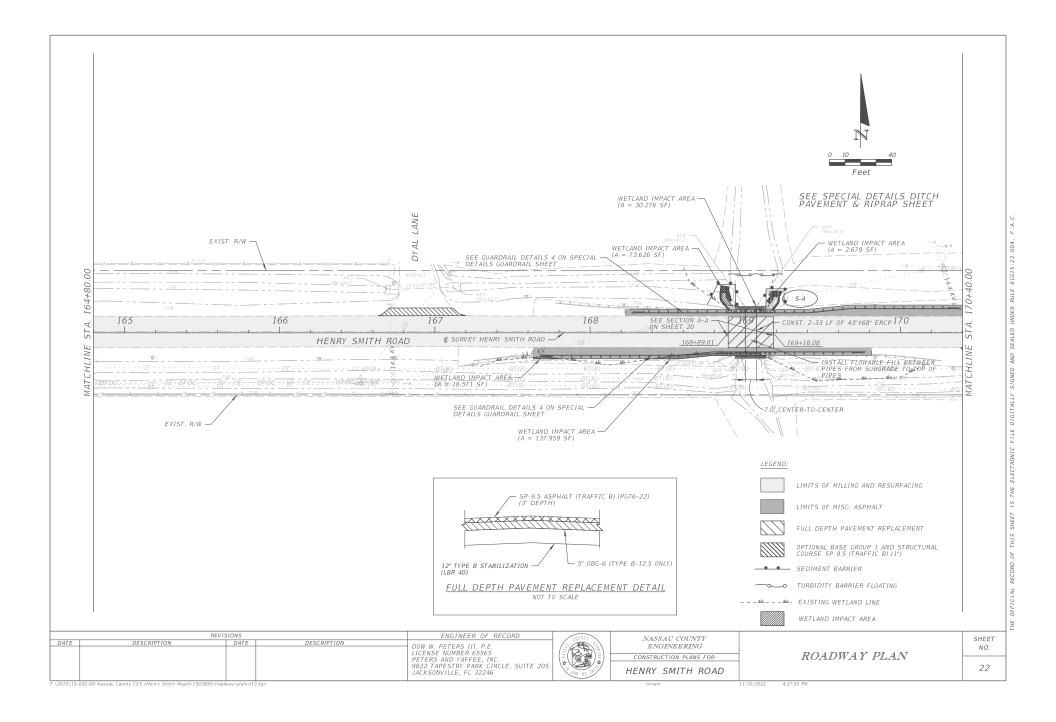


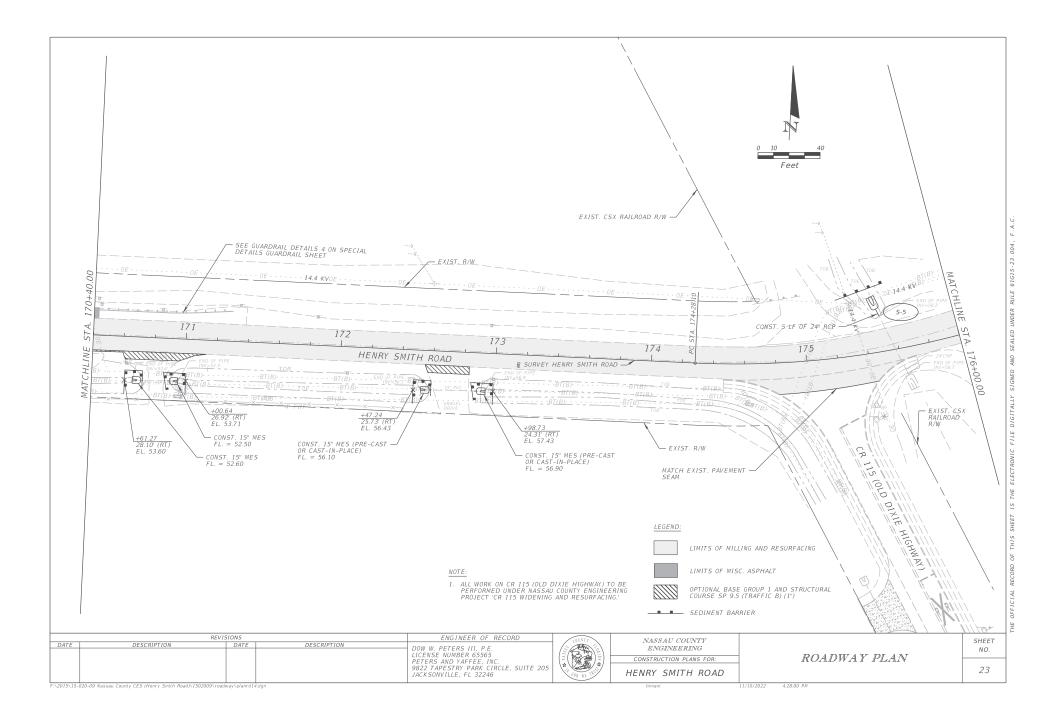


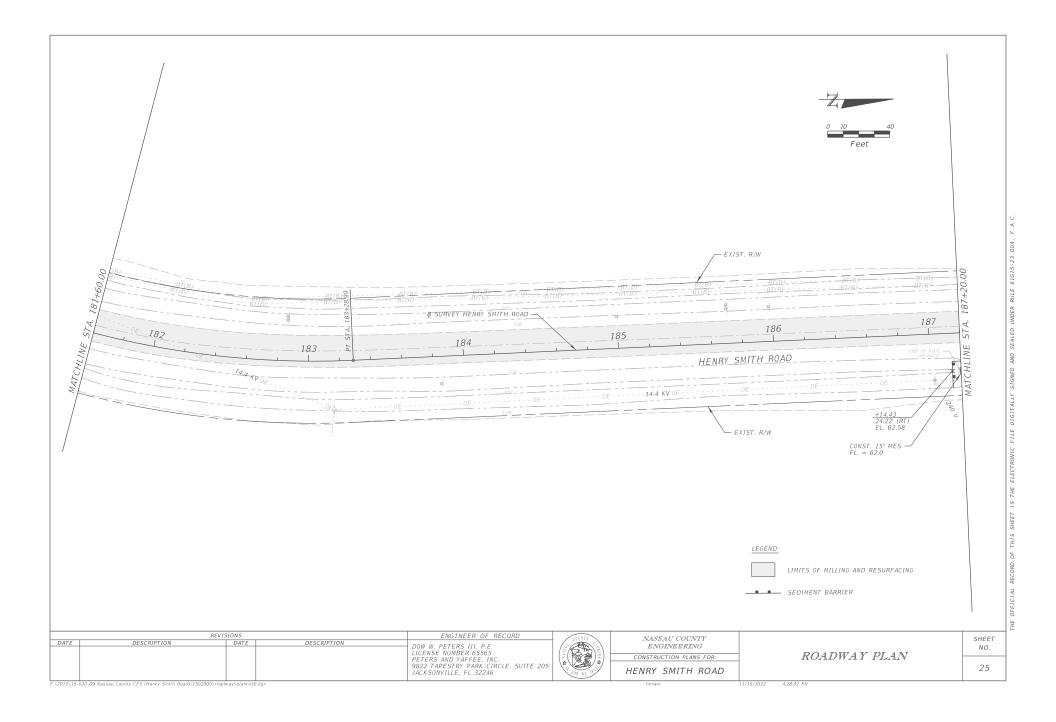


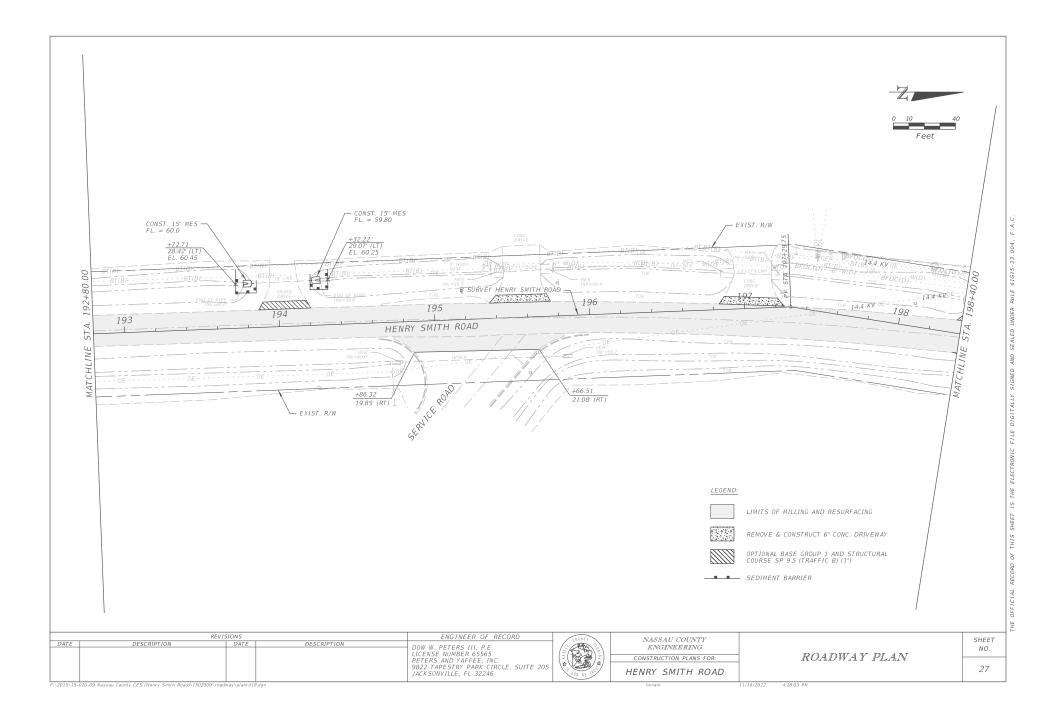


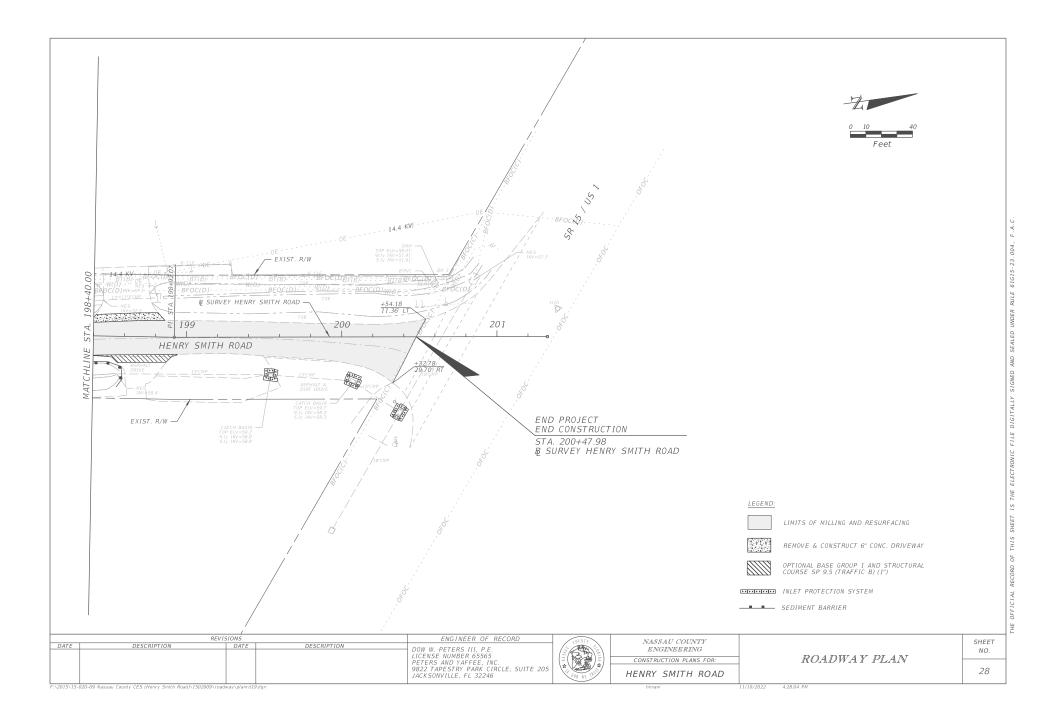






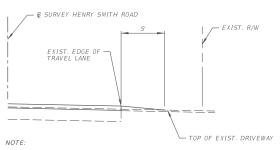






- 1. SEE DRIVEWAY MATERIAL TABLE AND PLAN SHEETS FOR LOCATIONS AND DRIVEWAY MATERIAL TYPE.
- 2. SEE PLAN SHEETS FOR DRIVEWAY LOCATIONS

TYPICAL DRIVEWAY PLAN



- 1. FOR EXISTING CONCRETE DRIVEWAYS, REMOVE AND CONSTRUCT 6" CONCRETE DRIVEWAY
- 2. ALL CONCRETE DRIVEWAYS SHALL BE 3,000 PSI WITH REINFORCEMENT PER NASSAU COUNTY ORDINANCE 2022-04 SECTION 8.6.3.

TYPICAL DRIVEWAY SECTION

N.T.S.

	KEV IS	SIUNS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III. P.E.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
				JACKSONVILLE, I'L SELTO

111100
COD WE 13

NASSAU COUNTY ENGINEERING

DRIVEWAY MATERIAL TABLE

EXISTING DRIVEWAY

MATERIAL

CONCRETE

DIRT AND GRAVEI

GRASS

DIRT

BROKEN ASPHALT

CONCRETE

ASPHALT AND GRAVEL

ASPHALT AND GRAVEL

GRAVEI

CONCRETE

DIRT AND GRAVEL

ASPHALT

ASPHALT AND GRAVEL

GRAVEI

LIMEROCK

CONCRETE

CONCRETE

GRAVEI

ASPHALT

DIRT

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DIRT AND GRAVEL

ASPHALT

ASPHALT AND GRAVEL

ASPHALT AND CONCRETE

LIMEROCK

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GRAVEL

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DIRT AND ROCK

ROCK

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104+39.66

104+45.46

107+48.25

107+97.48

109+10.16

110+43.37

110+54.49

111+82.52

112+28.24

112+99.23

113+50.11

113+55.42

115+63.25

116+40.38

117+88.15

119+49.74

120+97.12

120+99.13

122+40.66

125+84.16

126+62.91

128+45.30

132+14.91

132+52.05 133+80.29

134+09.95

135+27.88

137+35.53 139+39.34

148+35.92

149+42.75

156+47.66

158+64.14

158+68.46

160+13.07

161+79.17

163+44.83

164+26.35

166+89.81

170+81.51

172+69 15

177+92.97

187+46.97

194+03.61

195+57 70

197+03.74

198+62.63

198+67.31

199+89 68

HENRY SMITH ROAD

OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5 OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9 5 SHEET SPECIAL DETAILS NO DRIVE WAY 29

PROPOSED DRIVEWAY

MATERIAL

CONCRETE

OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5

OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5 OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5

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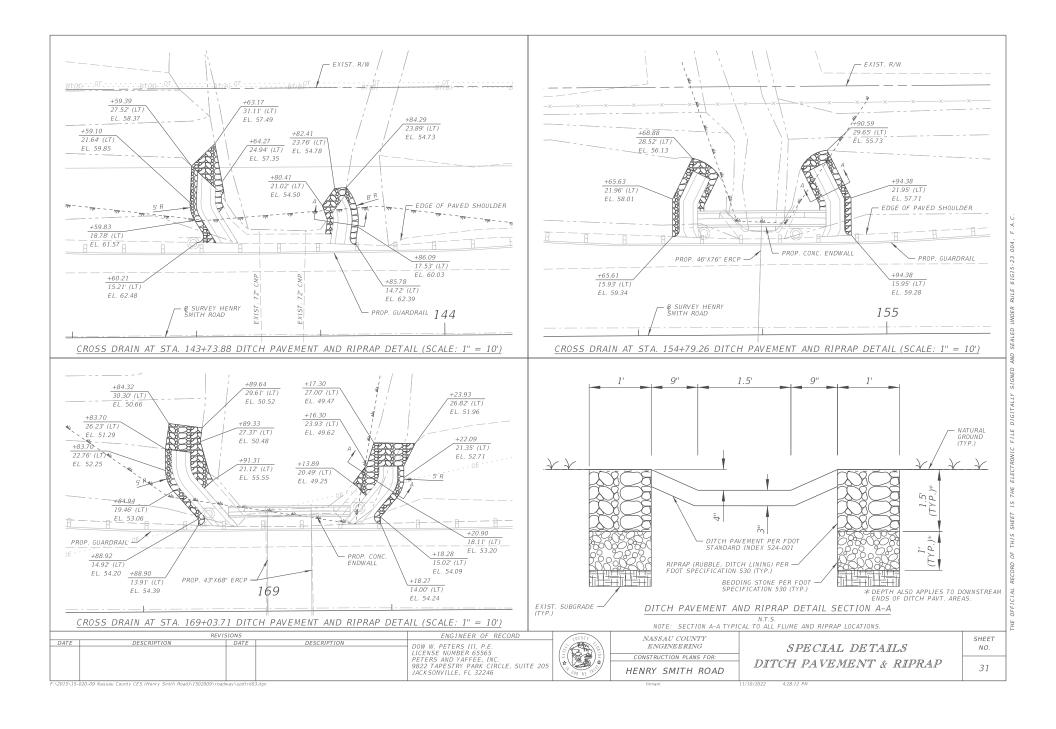
OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5

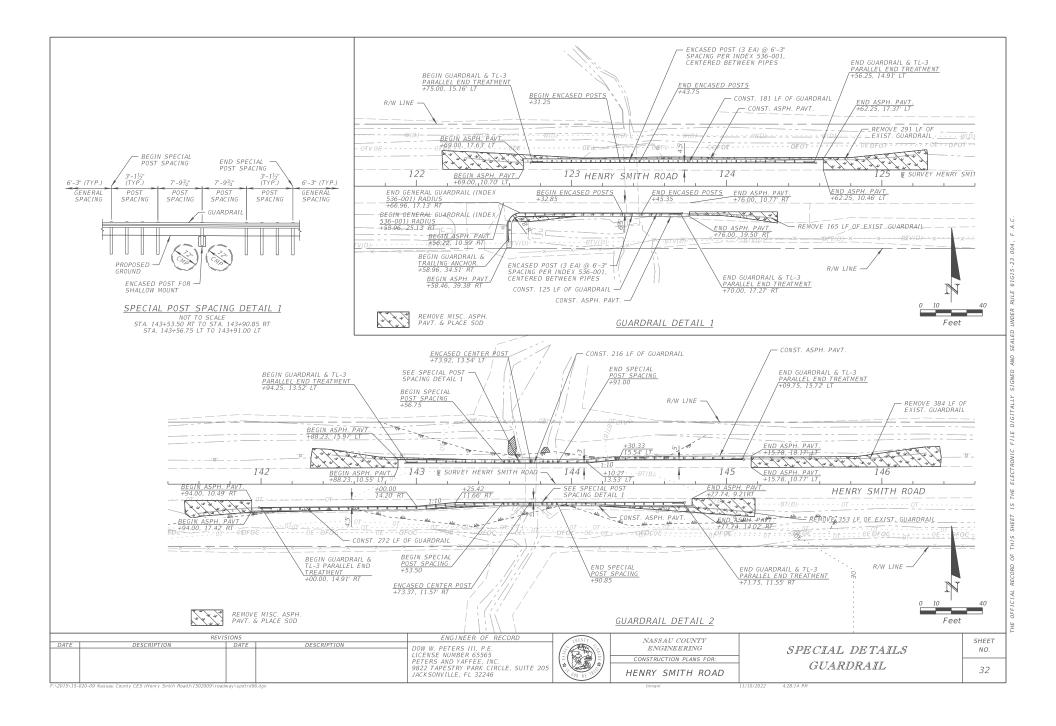
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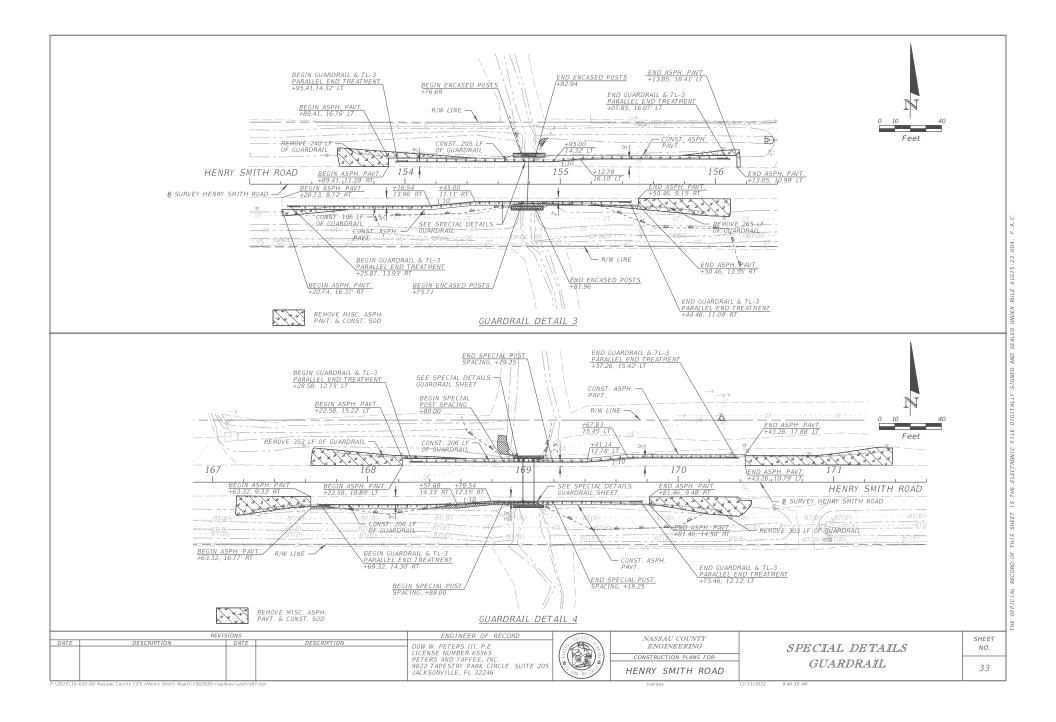
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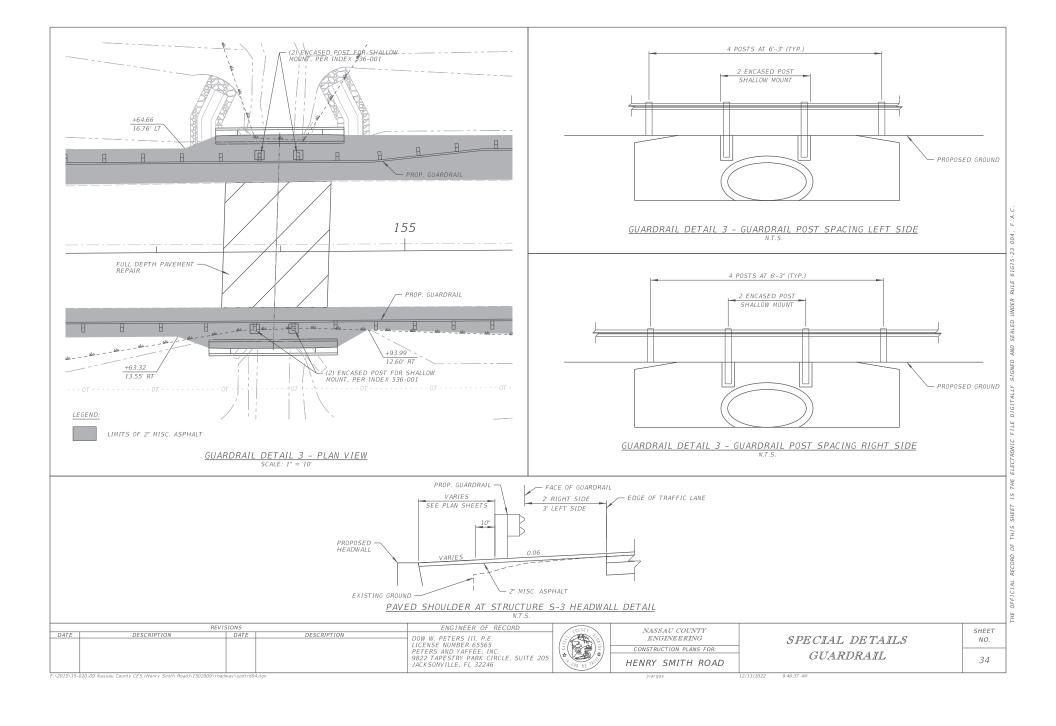
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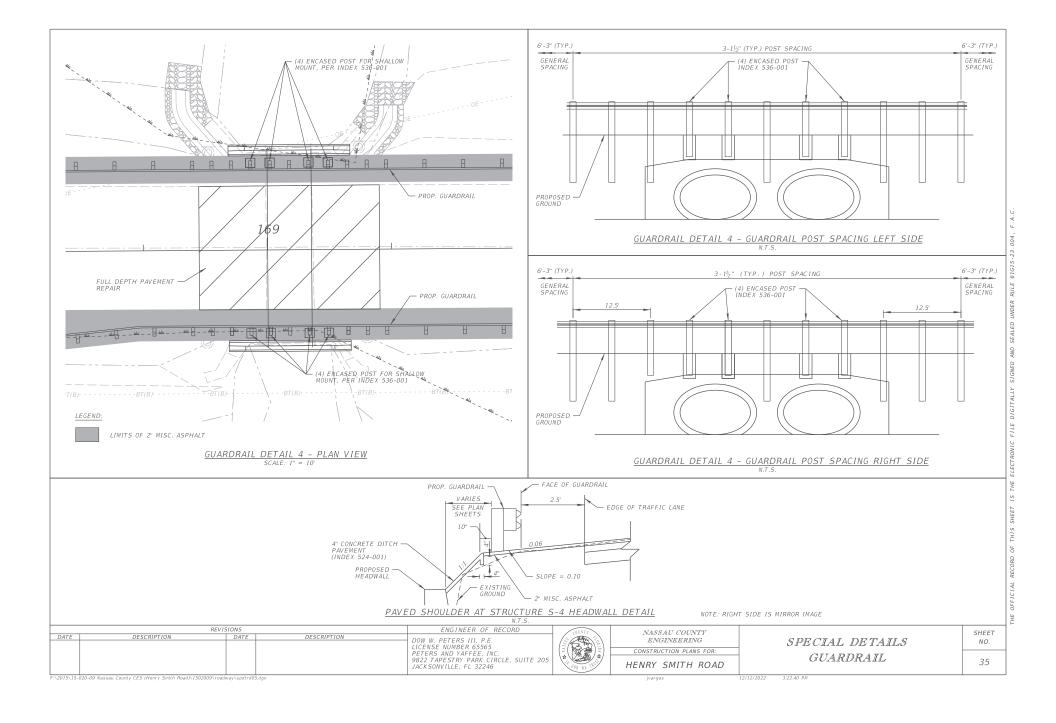
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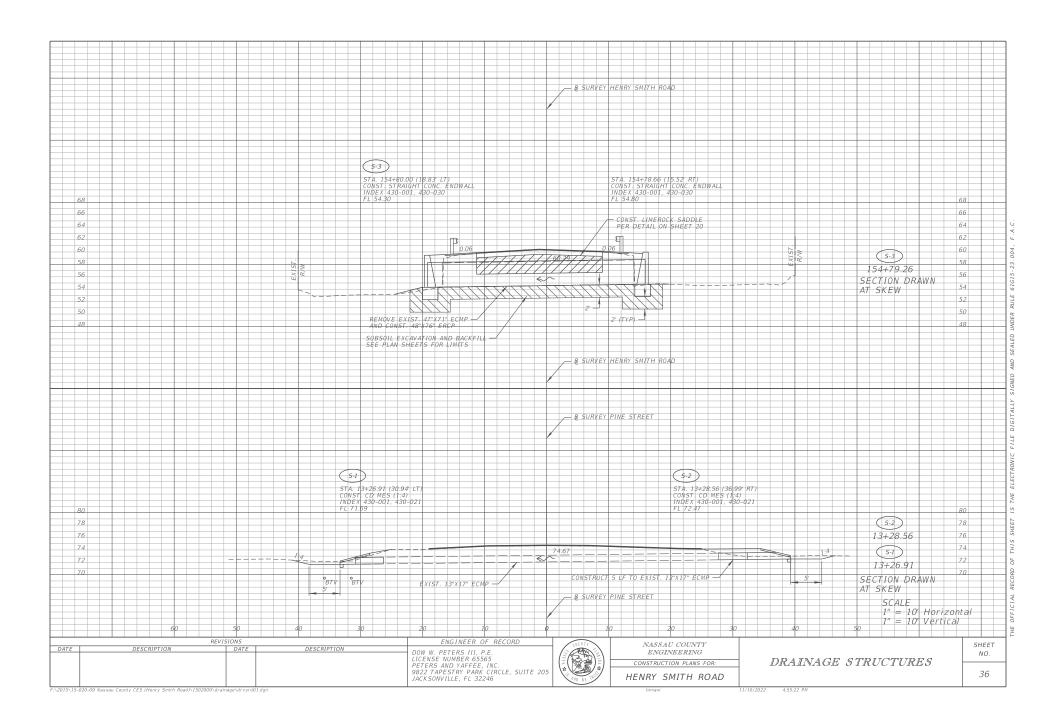


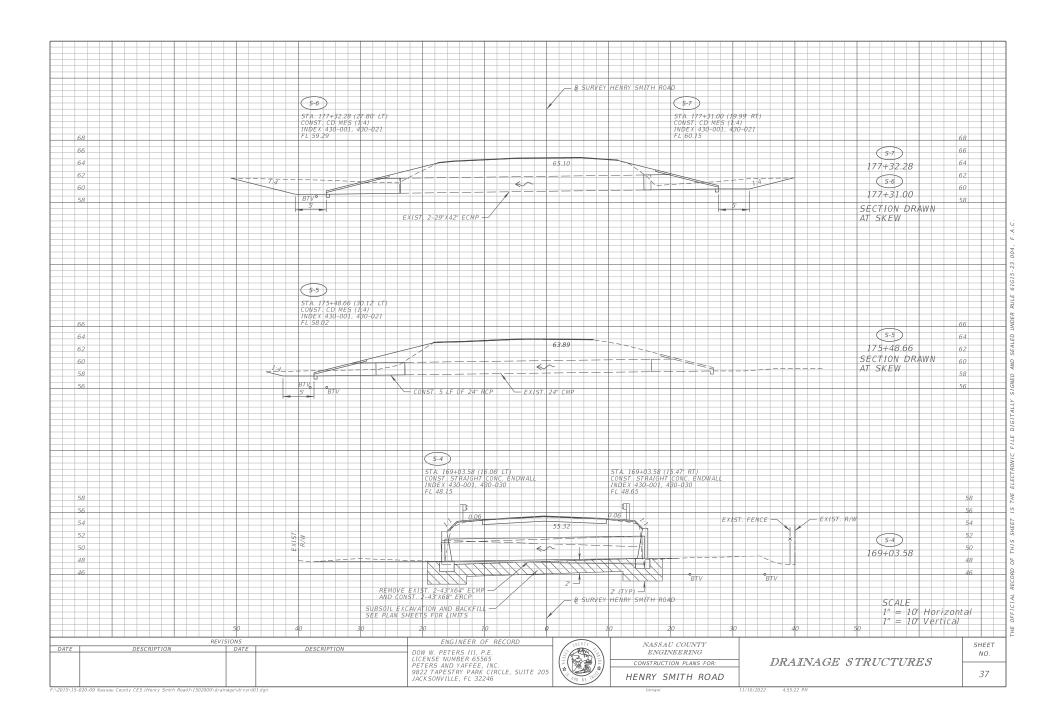












THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE FDOT STANDARDS PLANS. AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONTAINS CALLED THE CONTRUCTION PLANS CALLED THE KEY SHEET CONTAINS AN INDEX TO THE CONTRUCTION PLANS COMPLETE STORMWATER POLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REGULIED BY PARRATIVE, SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE MILLING AND RESURFACING OF HENRY SMITH ROAD FROM C.R. 108 TO U.S. 1. THE PROJECT ALSO INCLUDES INSTALLATION OF SIDE DRAIN MITERED END SECTIONS AT DRIVEWAYS AND REPLACEMENT OF TWO CROSS DRAINS.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN. THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL EROSION CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE EROSION CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

- 1. CLEARING AND GRUBBING
- 2. ROADWAY CONSTRUCTION INCLUDING THE MILLING AND RESURFACING OF EXISTING ASPHALT.
- 3. PLACEMENT OF FINAL GRASSING AND SOD
- 1.C. AREA ESTIMATES:

TOTAL SITE AREA: 5.5 ACRES. TOTAL AREA TO BE DISTURBED: 5.5 ACRES.

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:

AFTER: 0.90

NO NEW IMPERVIOUS SURFACE IS ADDED WITH THIS PROJECT. EXISTING ASPHALT WILL BE MILLED AND RESURFACED WITH NO CHANGE IN IMPERVIOUS AREA LIMITS.

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE PROJECT GEOTECHNICAL REPORT. THE SOILS ENCOUNTERED ON THIS PROJECT ARE PREDOMINANTLY FINE SANDS AND FINE SANDS WITH SILT. ORGANIC FINE SANDS AND OF AND SANDS WERE ALSO ENCOUNTERED.

OUTFALL INFORMATION:

RUNOFF FROM EASTERN PORTION OF HENRY SMITH ROAD IS COLLECTED IN ROADSIDE DITCHES AND CONVEYED TO WETLAND AREAS LOCATED TO THE WORTHWEST OF THE INTERSECTION OF HENRY SMITH ROAD AND THE CSX RAIL ROAD.

RUNOFF FROM THE PORTION OF HENRY SMITH ROAD LOCATED APPROXIMATELY 2250 FT WEST OF C.R. 108 IS COLLECTED BY ROADSIDE DITCHES AND CONVEYED TO WETLANDS LOCATED TO THE SOUTH OF AND ADJACENT TO HENRY SMITH ROAD.

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

- * APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN ON THE TYPICAL SECTION SHEET.
- * AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE TYPICAL SECTION SHEET AND PLAN SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
- * AREAS NOT TO BE DISTURBED: THE AREAS SHOWN IN THE TYPICAL SECTION WITH NO PROPOSED IMPROVEMENTS ABOVE OR BELOW THEM ARE NOT TO BE DISTURBED.
- * LOCATIONS OF TEMPORARY CONTROLS: LOCATIONS OF THESE ARE DESCRIBED ON THE ROADWAY PLAN SHEETS.
- * LOCATIONS OF PERMANENT CONTROLS: GRASSING AND SOD WILL BE PLACED ON DISTURBED AREAS AS THE PERMANENT CONTROL FOR THIS PROJECT.
- * SURFACE WATERS: THE SURFACE WATERS TO WHICH RUNOFF DRAINS ARE WETLAND AREAS LOCATED TO THE NORTHWEST OF THE INTERSECTION OF HENRY SMITH ROAD AND THE CSX RAILROAD
- * DISCHARGE POINTS TO SURFACE WATERS: SEE ITEM 1.D FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.
- 1 F DECEIVING WATERS

WETLAND AREA LOCATED TO THE NORTHWEST OF THE HENRY SMITH ROAD AND CSX RAILROAD INTERSECTION.

LOCATION: LATITUDE: 30°40'21"N LONGITUDE: 81°54'28"W

VARIOUS WETLAND AREAS LOCATED SOUTH OF AND ADJACENT TO HENRY SMITH ROAD.

2.0 CONTROLS

2.A. EROSION AND SEDIMENT CONTROLS

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTORS PROPOSED EROSION CONTROL PLAN. WHERE FOLLOWING THE EROSION CONTROL PLANS OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SECTION 104 EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL EROSION CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE EROSION CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED IN PORTIONS OF THE SITE. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

PERMANENT

* GRASSING AND SOD IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AMD OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLIESS OTHERWISE APPROVOED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIER, INLET PROTECTION AND TURBIDITY BARRIER IN ACCORDANCE WITH ROADWAY PLAN SHEETS IN THESE PLANS AND FDOT SPECIFICATION SECTION 104

PERMANENT

- * GRASSING AND SOD IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 570.
- 2.B STORMWATER MANAGEMENT:

DRAINAGE SYSTEMS COMPOSED OF DITCHES, SIDE DRAIN PIPES, AND DITCH BOTTOM INLETS WILL REMAIN TO CAPTURE AND CONVEY RUNOFF TO EXISTING OUTFALL LOCATIONS.

2 C OTHER CONTROLS

2.C.1 WASTE DISPOSAL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * LEGALLY DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS.

2.C.2 OFFSITE VEHICLE TRACKING & DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL
DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE
TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS
SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE
APPROVED BY THE FRIGHTER

- * COVERED LOADED HAUL TRUCKS WITH TARPAULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY
- * STABILIZING CONSTRUCTION ENTRANCES.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND FULL DEPTH REPLACEMENT OPERATIONS.
- 2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

	REVI	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC.
				9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FO

HENRY SMITH ROAD

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO.

38

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE FDOT SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION. APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE

2.D.1 APPROVED STATE AND LOCAL PLANS AND PERMITS:

- * FDEP PERMIT NO. 45-400919-001-SFG * ST. JOHNS RIVER WATER MANAGEMENT DISTRICT: PDEX 165411-2

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SEDIMENT BARRIER: MAINTAIN PER FDOT SPECIFICATION SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SEDIMENT BARRIER ON 12 MONTH INTERVALS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL WHERE SITES HAVE BEEN PERMANENTLY STABILIZED. INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH, THE CONTRACTOR SHALL ALSO ENSURE THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTROLS
- * STORMWATER MANAGEMENT SYSTEMS.
- * LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGE OF POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES.

IN THE SECTION 104 EROSION CONTROL PLAN. THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLUTTION FROM THESE NON-STORMWATER DISCHARGES.

DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING

HENRY SMITH ROAD

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO 39

- 1. THE EXISTING POSTED SPEED LIMIT ON HENRY SMITH ROAD SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. EXISTING POSTED SPEED IS 45 MPH EAST OF PINE STREET AND 35 MPH WEST OF PINE STREET.
- 2. THERE ARE NO RESTRICTIONS ON LANE CLOSURES.
- 3. CONTRACTOR SHALL REFER TO THE FDOT STANDARD PLANS FOR TTCP CONTROL CLARIFICATION. SEE INDEXES 102-600, 102-602, 102-603, 102-604 AND 102-605.
- 4. CONTRACTOR SHALL COVER ANY REGULATORY OR OTHER SIGNS WHICH ARE IN CONFLICT WITH THE PROPOSED TTCP SIGNAGE.
- 5. ALL SIGNING, PAVEMENT MARKINGS AND BARRICADES NECESSARY FOR THE TTCP SHALL CONFORM TO STANDARD TRAFFIC CONTROL REQUIREMENTS AND THE MUTCD. MAINTAIN EXISTING SIGNS THROUGHOUT CONSTRUCTION. RELOCATE AS NECESSARY FOR VISIBILITY AND FOR AVOIDANCE OF CONSTRUCTION.
- 6. TRAFFIC CONTROL STANDARDS SHALL BE ADHERED TO AT THE END OF EACH WORK DAY. SPECIAL CONSIDERATION SHOULD BE MADE FOR RESIDENTIAL ACCESSES.
- 7. ALL ROAD NAME SIGNS SHALL BE VISIBLE TO TRAFFIC AT ALL TIMES FOR EMERGENCY RESPONSE PERSONNEL.
- 8. ALL DROP OFF/SHOULDER CONDITIONS SHALL BE HANDLED IN ACCORDANCE WITH FDOT INDEX 102-600.
- ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.
- 10. ACCESS TO BUSINESSES, DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED BY THE CONTRACTOR
- 11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT DENOTE PAVEMENT MARKINGS.
- 12. NO WORK SHALL BE ALLOWED ON BOTH SIDES OF THE ROAD AT THE SAME TIME.

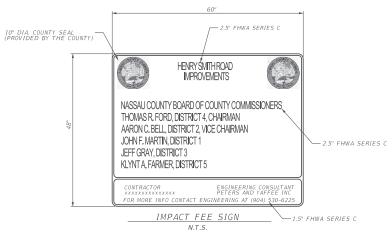
- 13. NO STAGING OF ANY CONSTRUCTION EQUIPMENT, PERSONNEL OR PERSONAL VEHICLES WILL BE ALLOWED ON PRIVATE PROPERTY AT ANY TIME.
- 14. AREAS SHIELDED BY EXISTING GUARDRAIL MUST REMAIN SHIELDED DURING NON-WORK PERIODS.
- 15. ADHERE TO AND COORDINATE WITH CSX RAILROAD TRAFFIC CONTROL REQUIREMENTS DURING CONSTRUCTION. SEE GENERAL NOTES SHEET FOR MORE INFORMATION
- CONTRACTOR SHALL CONTACT SCOTT WILLIS WITH CSX AT 904-396-5727 FOR CONSTRUCTION COORDINATION 30 DAYS PRIOR TO CONSTRUCTION ACTIVITIES.
- 17. GUARDRAIL REMOVAL AND INSTALLATION WILL ONLY BE ALLOWED TO OCCUR ON ONE SIDE OF HENRY SMITH ROAD AT A TIME.
- 18. PORTABLE CHANGEABLE MESSAGE SIGNS ON US 1 SHALL BE UTILIZED 14 DAYS PRIOR TO CONSTRUCTION START

PCMS MESSAGE 1: ROAD

WORK BEGINS

PCMS MESSAGE 2: DAY

MONTH DATE



NOTES:

- 1. WHITE LETTERING ON BLUE INFORMATION SIGN TO BE PROVIDED BY CONTRACTOR AT PROPOSED LOCATIONS PER NASSAU COUNTY.
- 2. ALL SIGN FONT SHALL BE FHWA SERIES C.
- 3. THE COST OF UPDATING AND INSTALLING TWO (2) IMPACT FEE SIGNS SHALL BE INCLUDED IN THE COST OF THE PAY ITEM 102-1 MAINTENANCE OF TRAFFIC.

HENRY SMITH ROAD
SIDE STREET SOO,
ROAD WORK AHEAD N.T.S.

PINE STREET

TOM BROWN ROAD

DYAL LANE

OLD DIXIE HIGHWAY

PRIVATE DRIVE (500' SOUTH OF SR 15 NEW KINGS RD.)

SIREN LANE

McCLURE LANE

TIMBER TRAIL

GENERAL NOTES

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W DETERCINE DE
				DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING						
CONSTRUCTION PLANS FOR:						
HENRY SMITH POAD						

TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO 40

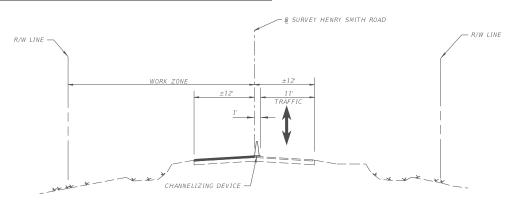
- 1. INSTALL EROSION CONTROL DEVICES AT LOCATIONS INDICATED ON THE PLAN SHEETS.
- INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON THE TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEXES 102-603, AND 102-604.
- 3. CLOSE WESTBOUND LANE AND MAINTAIN TRAFFIC AS INDICATED IN TTCP TYPICAL SECTION I.
- 4. CONSTRUCT DRAINAGE IMPROVEMENTS WITHIN WORK ZONE LIMITS INDICATED ON TTCP TYPICAL SECTION I.
- 5. CONSTRUCT DRIVEWAY IMPROVEMENTS AND OTHER IMPROVEMENTS AS INDICATED ON PLAN SHEETS.
- 6. MILL AND PLACE STRUCTURAL COURSE (RESURFACE AND OVERBUILD COURSE) ON WESTBOUND LANE.

PHASE II NOTES:

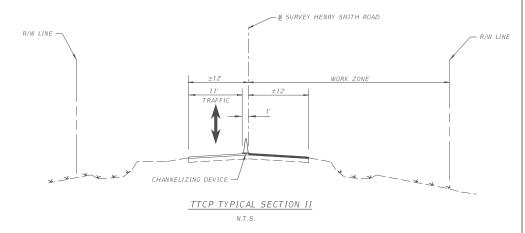
- INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON THE TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEX 102-603 AND 102-604.
- 2. CLOSE EASTBOUND LANE AND MAINTAIN TRAFFIC AS INDICATED IN TTCP TYPICAL SECTION II.
- CONSTRUCT DRAINAGE IMPROVEMENTS, DRIVEWAY IMPROVEMENTS AND OTHER IMPROVEMENTS AS INDICATED ON PLAN SHEETS.
- 4. MILL AND PLACE STRUCTURAL COURSE ON EASTBOUND LANE.

TEMPORARY TRAFFIC CONTROL PLAN - CROSS DRAIN REPLACEMENT DETOUR

- 1. INSTALL EROSION CONTROL DEVICES AT LOCATIONS INDICATED IN PLAN SHEETS.
- INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEXES 102-603 AND 102-604.
- CLOSE TRAVEL LANES AND MAINTAIN TRAFFIC AS INDICATED IN TTCP DETOUR FOR ALL CROSS DRAIN REPLACEMENT WORK FOR NO MORE THAN 21 CALENDAR DAYS.
- CONSTRUCT DRAINAGE IMPROVEMENTS AT CROSS DRAIN LOCATIONS. ONLY ONE CROSS DRAIN WILL BE REMOVED AND REPLACED AT A TIME
- CONSTRUCT GUARDRAIL REMOVAL AND INSTALLATION AT ONE CROSS DRAIN LOCATION AT A TIME ON ONLY ONE SIDE OF THE ROAD AT A TIME.
- 6. AREAS SHIELDED BY EXISTING GUARDRAIL MUST REMAIN SHIELDED DURING NON-WORK PERIODS.
- 7. CONSTRUCT THE FULL DEPTH PAVEMENT AND PLACE TEMPORARY PAVEMENT STRIPING.
- FOLLOW THE SAME SEQUENCE AS INDICATED IN PHASE I TO RESURFACE FINAL COURSE FOR WESTBOUND TRAVEL LANE. PLACE FINAL STRUCTURAL COURSE ON EASTBOUND AS INDICATED IN
- 9. APPLY FINAL PAVEMENT MARKING.



TTCP TYPICAL SECTION I N.T.S.

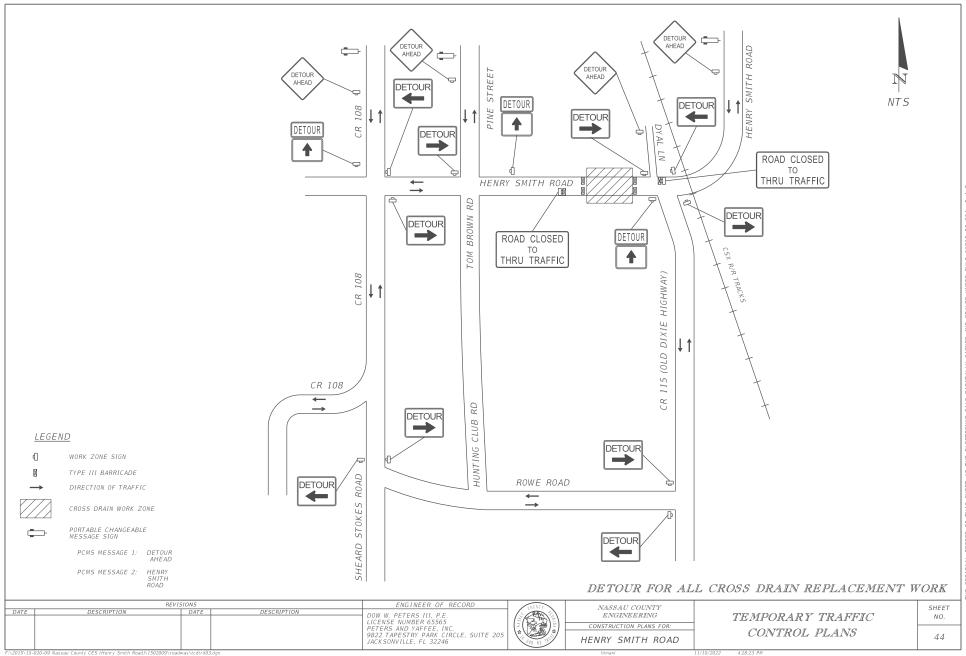


CONSTRUCTION PHASING & TYPICAL SECTIONS

	REV I:	SIONS		ENGINEER OF RECORD	COUNTR	NASSAU COUNTY		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III. P.E.		ENGINEERING		PT 17 3 3 / TO
				LICENSE NUMBER 65565				I B MPC
				PETERS AND YAFFEE, INC.		CONSTRUCTION PLANS FOR:		~~"
				9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	A VE TEN	HENRY SMITH ROAD		CON
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EMPORARY TRAFFIC CONTROL PLANS

SHEET NO 41



INDEX OF SUMMARY OF QUANTITIES

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SQ-1 SQ-2 SQ-2 SQ-3 SQ-4 - SQ-5 SQ-6 - SQ-7 SQ-8 SQ-8 SQ-9	INDEX OF SUMMARY OF QUANTITIES SUMMARY OF PAY ITEMS - BASE BID ROADWAY ITEMS SUMMARY OF PAY ITEMS - BASE BID SIGNING AND PAVEMENT MARKING ITEMS SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS - BASE BID SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES - BASE BID SUMMARY OF LITTER REMOVAL AND MOWING - BASE BID SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS - BASE BID SUMMARY OF EARTHWORK - BASE BID SUMMARY OF PAVEMENT - BASE BID
SQ - 10 SQ - 10	SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT SUMMARY OF SIDE DRAIN & MITERED END SECTIONS - BASE BID
5Q - 10 5Q - 11 5Q - 12 5Q - 13	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS - BASE BID SUMMARY OF PERMANENT DRIVEWAYS SUMMARY OF DITCH PAVEMENT - BASE BID SUMMARY OF GUARDRAIL - BASE BID
SQ-14 - SQ-15 SQ-16 SQ-16 SQ-16 SQ-17 SQ-17 SQ-17	

REVI	ENGINEER OF RECORD		
DATE DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SHEET NO. SUMMARY OF QUANTITIES SQ-1

	SUMMARY OF PAY ITEMS - BASE BID ROADWAY IT	EMS			
FDOT PAY ITEM NO	. PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL	
0101-1	0101-1 MOBILIZATION				
0102-1	MAINTENANCE OF TRAFFIC	LS	1		
0104-10-3	SEDIMENT BARRIER	LF	1762		
0104-11	FLOATING TURBIDITY BARRIER	LF	84		
0104-18	INLET PROTECTION SYSTEM	EA	3		
0107 - 1	LITTER REMOVAL	AC	54		
0107-2	MOWING	AC	51		
0110-1-1	CLEARING AND GRUBBING	AC	1		
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	233		
0120-1	REGULAR EXCAVATION	CY	122		
0120-6	EMBANKMENT	CY	106		
0160-4	TYPE B STABILIZATION	SY	80		
0285-701	OPTIONAL BASE, BASE GROUP 1	SY	599		
0285-706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	77		
0327 - 70 - 16	MILLING EXISTING ASPHALT PAVEMENT. 1/2" AVG. DEPTH	SY	23323		
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	2534		
0339 - 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	125		
0430-174-118	DRAINAGE PIPE, 18" RCP	LF	15		
0430-175-124	DRAINAGE PIPE, 24" RCP	LF	5		
0430-175-215	DRAINAGE PIPE, 13"X17" ECMP	LF	5		
0430-982-129	MITERED END SECTION, 24" RCP, CD	EA	1		
0430-982-623	MITERED END SECTION, 13"X17" ERCP, CD	EA	2		
430 - 982 - 638	MITERED END SECTION, 29"X42" ERCP, CD	EA	4		
0430-984-123-1	MITERED END SECT, 15" RCP, SD	EA	2		
0430-984-123-2	MITERED END SECT, 15" CMP, SD	EA	8		
0430-984-125-1	MITERED END SECT, 18" RCP, SD	EA	2		
0430-984-125-2	MITERED END SECT, 18" CMP, SD	EA	14		
0430-984-623	MITERED END SECT, 13"X17" ECMP, SD	EA	2		
0430-984-625	MITERED END SECT, 15"X21" ECMP, SD	EA	8		
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	189		
0524 - 1 - 1	CONCRETE DITCH PAVT, NON REINFORCED, 4"	SY	29		
0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	17		
0530-74	BEDDING STONE	TN	10		
0536 - 1 - 1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	1638		
0536-7-3	SPECIAL GUARDRAIL POST - ENCASED POST FOR SHALLOW MOUNT	EA	21		
0536-73	GUARDRAIL REMOVAL	LF	2351		
0536-85-20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	EA	1		
0536-85-24	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL	EA	15		
0570 - 1 - 2	PERFORMANCE TURF, SOD	SY	7794		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1		

	SUMMARY OF PAY ITEMS - BASE BID SIGNING AND PAVEMENT MARKING I	TEMS		
FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL
700 - 1 - 11	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	AS	8	
700 - 1 - 12	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS	1	
700 - 1 - 50	SINGLE POST SIGN, RELOCATE	AS	3	
700 - 1 - 60	SINGLE POST SIGN, REMOVE	AS	8	
701 - 18 - 101	PROFILED THERMOPLASTIC, STANDARD- OTHER SURFACES, WHITE, SOLID, 6"	GM	0.828	
705 - 10 - 1	OBJECT MARKER, TYPE 1	EA	3	
705-10-2	OBJECT MARKER, TYPE 2	EA	15	
705-10-3	OBJECT MARKER, TYPE 3	EA	4	
706 - 1 - 1	RAISED PAVEMENT MARKERS, TYPE B	EA	499	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	114	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	
711-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	42	
711-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	96	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.909	
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	3.288	
711-16-231	THERMOPLASTIC STANDARD-OTHER SURFACES YELLOW SKIP 6"	GM	0.341	

	REVIS	ENGINEER OF RECORD							
DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246							
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SUMMARY OF QUANTITIES

SHEET NO. SQ-2

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS - BASE BID									
PAY ITEM NO.	PAY ITEM DESCRIPTION			LL PHASES				CONSTRUCTION REMARKS	
			DAYS	P	Р	Р	F		
0102 1	MAINTENANCE OF TRAFFIC	LS	120	1	1	1		CONSTRUCTION = 120 DAYS	

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

SUMMARY OF QUANTITIES

SHEET NO. SQ-3

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	REVIS	IONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W DETERG III D.E.
				DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO 50-4

11/14/2022

SU	SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES - BASE BID													
LOCATION	SIDE	AREA	SED I BARF		F LOA TURB I BARI	DITY	I NI PROTE SY S	CTION	DESIGN	CONSTRUCTION				
	SIDE	ID	0104	10 3	0104	4 11	0104	1 18	NOTES	REMARKS				
STA. TO STA.			L	F	L	F	Е	Α						
			P	F	P	F	P	F						
194+20.58 to 194+32.45	LT	23471	34.6											
198+44.33 to 198+57.78	RT	23509	39.5											
143+58.94 to 143+93.94	LT	11466			35.0									
154+70.32 to 154+83.32	LT	11468			13.0									
168+88.83 to 169+24.83	LT	11464			36.0									
199+51.19 to 199+57.28	RT	23991					1							
200+02.52 to 200+12.22	RT	23992					1							
200+32.46 to 200+41.71	RT	23993					1							
	SUL	B-TOTAL:	74.1		84.0		3							

	REVIS	IONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



SUMMARY OF QUANTITIES

SHEET NO. SQ-5

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					SUMI	MARY OF	LITTE	R REMO	VAL AN	ID MOW	ING -	BASE B	I D			
			≥	5		LIT	TER REM	OVAL				MOW I NG				
	LOCATION		DURATION (DAYS)	FREQUENCY (DAYS)			0107	1				0107 2	,		2501011	CONCERNATION
CONST . PHASE		SIDE	A A	A ZE				AREA					AREA		DESIGN NOTES	CONSTRUCTION REMARKS
THASE		1	C. C.	EC (D	AREA	CYCLES	AC/	TOTAL	(AC)	AREA	CYCLES	AC /	TOTAL	(AC)	NOTES	NEMANKS
	STA. TO STA.		Q	FF	ID		CYCLE	Р	F	1 10		CYCLE	Р	F		
ALL	126+74.26 to 176+22.81	LT	120	30	8344	4	3.330	13.320								
	100+09.49 to 174+98.87	RT	120	30	8059	4	5.155	20.620								
	175+34.63 to 176+25.04	RT	120	30	8378	4	0.049	0.196								
	176+72.87 to 200+69.06	LT	120	30	8321	4	1.499	5.996								
	100+07.58 to 126+51.10	LT	120	30	7048	4	1.748	6.992								
	195+46.82 to 200+32.78	RT	120	30	10840	4	0.275	1.100								
	176+68.03 to 194+93.63	RT	120	30	10963	4	1.437	5.748								
	175+34.63 to 176+25.04	RT	120	30	8603	4				0.049	4	0.049	0.196			
	100+07.58 to 101+22.21	LT	120	30	9051	4				0.07	4	0.070	0.280			
	101+34.15 to 102+44.05	LT	120	30	9063	4				0.067	4	0.067	0.268			
	102+53.16 to 103+89.11	LT	120	30	9072	4				0.083	4	0.083	0.332			
	103+97.69 to 104+38.07	LT	120	30	9080	4				2.3E-2	4	0.023	0.092			
	104+53.30 to 107+91.37	LT	120	30	9087	4				0.217	4	0.217	0.868			
	108+02.36 to 110+33.98	LT	120	30	9098	4				0.15	4	0.150	0.600			
	110+43.97 to 112+92.76	LT	120	30	9110	4				0.161	4	0.161	0.644			
	113+04.99 to 113+46.42	LT	120	30	9121	4				0.026	4	0.026	0.104			
	113+53.94 to 115+58.29	LT	120	30	9127	4				0.134	4	0.134	0.536			
	115+68.25 to 116+35.57	LT	120	30	9139	4				0.042	4	0.042	0.168			
	116+45.38 to 119+37.93	LT	120	30	9151	4				0.197	4	0.197	0.788			
	119+52.41 to 120+91.45	LT	120	30	9162	4				0.09	4	0.090	0.360			
	121+05.89 to 126+51.10	LT	120	30	9460	4				0.307	4	0.307	1.228			
	100+09.49 to 103+07.15	RT	120	30	9480	4				0.203	4	0.203	0.812			
	103+16.17 to 104+34.67 104+44.95 to 107+42.91	RT RT	120	30 30	9496 9508	4				0.08	4	0.080 0.204	0.320			
		_				4					4					
	107+52.85 to 109+04.36 109+14.59 to 110+48.57	RT RT	120	30 30	9521 9536	4				0.1	4	0.100 0.087	0.400 0.348			
	110+60.34 to 111+77.59	RT	120	30	9536	4				0.087	4	0.087	0.348	-		
	111+86.44 to 112+23.79	RT	120	30	9544	4				2.3E-2	4	0.077	0.308			
	112+33.03 to 113+51.16	RT	120	30	9562	4				0.079	4	0.023	0.092			
	113+59.72 to 117+82.60	RT	120	30	9571	4				0.079	4	0.079	1.132			
	117+91.47 to 120+91.41	RT	120	30	9583	4				0.283	4	0.283	0.792			
	121+02.72 to 122+33.19	RT	120	30	9594	4				0.198	4	0.198	0.792			
	122+43.88 to 125+78.42	RT	120	30	9606	4				0.177	4	0.000	0.708			
	125+86.51 to 126+53.64	RT	120	30	9617	4				0.04	4	0.040	0.160			
	126+74.10 to 128+41.65	RT	120	30	9647	4				0.108	4	0.108	0.100			
	128+49.35 to 132+46.86	RT	120	30	9663	4				0.265	4	0.108	1.060			
	132+56.82 to 134+05.47	RT	120	30	9679	4				0.097	4	0.097	0.388			
	134+13.20 to 135+24.24	RT	120	30	9688	4				0.071	4	0.071	0.284			
	135+32.71 to 137+23.77	RT	120	30	9697	4				0.12	4	0.120	0.480			
	137+27.40 to 139+33.67	RT	120	30	9706	4				0.134	4	0.124	0.536			
	139+43.62 to 149+30.72	RT	120	30	9714	4				0.632	4	0.632	2.528			
	149+42.68 to 163+35.79	RT	120	30	9724	4				0.938	4	0.938	3.752			
	172+82.95 to 174+98.87	RT	120	30	9741	4				0.141	4	0.141	0.564			
	170+86.53 to 172+65.80	RT	120	30	9749	4				0.12	4	0.120	0.480			
	163+45.61 to 170+77.71	RT	120	30	9758	4				0.46	4	0.460	1.840			
	126+74.26 to 132+09.63	LT	120	30	9904	4				0.366	4	0.366	1.464			
							SUB-TOTAL:	53.972				SUB-TOTAL:	26.820			
							TOTAL:	53.97		1		TOTAL:	50.41			

REVISIONS ENGINEER OF RECORD

DATE DESCRIPTION DATE DESCRIPTION DOW W. PETERS III, P.E.
LICENSE NUMBER 65565
PETERS AND YAFFEE, INC.
9822 TAPESTRY PARK CIRCLE, SUITE 205
JACKSONVILLE, FL 32246



NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

	REV	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFER, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO SQ-7

PAY ITEM LOCATION AREA SECONDARY UNITS QUANTITY TOTAL DESIGN CONSTRUCTION														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA	UNITS	(IF LUMP SUM)	QUAN	TITY	TO	TAL	DESIGN NOTES	CONSTRUCTION REMARKS		
NO.		STA. TO STA.		10		AREA (AC)	Р	F	P	F	NOTES	NEMARKS		
0110 1 1	CLEARING AND GRUBBING	122+16.61 to 125+29.54	LT	26158	LS	0.064			1		0.53 TOTAL ACRES			
		122+56.22 to 124+32.73	RT	32710		0.038					PAVT. REMOVAL AREA			
		122+58.46 to 122+62.13	RT	32703		0.001								
		126+38.50 to 126+88.45	RT	12735		0.015								
		138+30.36 to 138+61.94	LT	12484		0.006								
		141+50.70 to 145+18.26	RT	32762		0.054					PAVT. REMOVAL AREA			
		142+31.96 to 146+37.85	LT	32732		0.069					PAVT. REMOVAL AREA			
		143+54.07 to 143+91.31	LT	12430		0.016					PAVT. REMOVAL AREA			
		153+20.73 to 156+16.09	LT/RT	26233		0.120					PAVT. REMOVAL AREA & DRAINAGE STRUCTURES			
		167+14.67 to 171+38.32	LT/RT	26324		0.148					PAVT. REMOVAL AREA & DRAINAGE STRUCTURES			
0110 4 10	REMOVAL OF EXISTING CONCRETE	101+18.82 to 101+41.03	LT	37921	SY		11.5		232.5					
		107+34.79 to 107+65.59	RT	37923			13.5							
		110+41.64 to 110+67.02	RT	37925			11.9							
		115+51.11 to 115+82.00	LT	37927			13.5							
		116+31.07 to 116+50.16	LT	37929			9.1							
		120+86.86 to 121+12.87	LT	37931			13.0							
		156+30.00 to 156+66.85	LT	24371			43.6				BROKEN CONCRETE AT DRIVEWAY			
		156+37.44 to 156+59.91	LT	37933			10.7							
		158+52.36 to 158+76.61	LT	37935			11.5							
		161+68.59 to 161+92.47	LT	37937			11.8							
		164+08.99 to 164+43.54	LT	37939			16.5							
		195+35.69 to 195+75.06	LT	37941			20.0							
		196+83.66 to 197+25.62	LT	37943			21.3							
		198+36.77 to 198+85.90	LT	37945			24.6							

PAY ITEM	DAY ITEM DECORIDEION	CY		DESIGN	CONSTRUCTION
NO.	PAY ITEM DESCRIPTION P		F	NOTES	REMARKS
120-1	REGULAR EXCAVATION				
	STRUCTURE S-2	6.2			
	STRUCTURE S-5	14.5			
	STRUCTURE S-6	11.8			
	STRUCTURE S-7	5.6			
	OBG 1 & DRIVEWAY ASPHALT	83.2			
	TOTAL REGULAR EXCAVATION	121.3			
120-6	EMBANKMENT				
	STRUCTURE S-2	4.2			
	STRUCTURE S-5	1.5			
	STRUCTURE S-6	33.5			
	STRUCTURE S-7	6.7			
	SHOULDER TREATMENT II	60.1			
	TOTAL EMBANKMENT	106.0			

	REVIS	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.
				LICENSE NUMBER 65:565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
F:\2015\15-	020-09 Nassau County CES (Henry Smith Road)\1502009\road	way\sumqrd(01.dqn	



SUMMARY OF QUANTITIES

SHEET NO. SQ-8

		SUMI	MARY OF PAV	EMENT	- BA	ASE BI	D					
PAY ITEM	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA	UNIT	QUAN	ITITY	то	TAL	DESIGN	CONSTRUCTION
NO.	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	STA. TO STA.	DESCRIPTION	0.55	ID		P	F	P	F	NOTES	REMARKS
0160 4	TYPE B STABILIZATION	126+38.49 to 126+88.50		RT	14939	SY	79.8		80		TOM BROWN ROAD	
0285 701	OPTIONAL BASE, BASE GROUP 01	102+31.75 to 102+70.28		RT	41685	5Y	13.2		599			
		102+94.12 to 103+31.79		RT	41687		13.6					
		103+75.24 to 104+10.65		RT	41691		12.5					
		104+26.83 to 104+61.79		RT	41693		14.6					
		104+27.14 to 104+56.13		RT	41695		11.7					
		107+83.01 to 108+17.10		RT	41697		15.3					
		108+94.72 to 109+25.63		RT	41699		13.9		_			
		110+27.97 to 110+63.85		RT	41708		13.5		_			
		111+57.41 to 111+98.87		RT	41710		13.9					
		112+15.66 to 112+39.11		RT	41712		9.7		_			
		112+86.30 to 113+12.66		RT	41731		13.5		_			
		113+42.22 to 113+57.67		RT	41729		5.2		-			
		113+46.78 to 113+63.12		RT	41739		7.1		-			
		117+70.26 to 118+08.18		RT	41752		12.7		-			
		119+26.41 to 119+71.21		RT	41741		19.1		4	<u> </u>		
		120+82.86 to 121+12.83	-	RT	41754		12.5		-			
		122+32.25 to 122+56.22		RT	41756		11.9		-	<u> </u>		
		125+64.11 to 126+01.47		RT	41763		15.0		-			
		128+28.42 to 128+61.80 131+99.80 to 132+30.34		RT RT	41765 41786		10.2		-			
		131+99.80 to 132+30.34 132+40.72 to 132+69.84		RT	41786		13.0		-			
		132+40.72 to 132+69.84 133+68.53 to 134+01.86		RT					-			
		133+94.86 to 134+22.47		RT	41796		13.2		-			
		133+94.86 to 134+22.47 135+07.55 to 135+46.87		RT	41798		10.5		-			
		135+07.55 to 135+46.87 137+19.39 to 137+51.44		RT	41800		12.5		-			
		139+18.86 to 139+64.26		RT	41812		13.4		-			
		148+19.52 to 148+49.29		RT	41814		13.4		-			
		149+04.97 to 149+64.86		RT	41816		17.0		-			
		158+43.73 to 158+95.59		RT	41822		15.9		-			
		159+95.96 to 160+29.84		RT	41824		13.8		-			
		163+23.67 to 163+65.17		RT	41826		18.8		-			
		166+63.20 to 167+19.91		RT	41828		26.0		-			
		170+38.74 to 171+13.01		RT	41838		25.5		-			
		172+54.38 to 172+82.95		RT	41820		15.4		-			
		177+74.30 to 178+13.62		RT	41818		18.5		1			
		187+24.92 to 187+78.68		RT	41840		20.6		1			
		193+87.15 to 194+20.55		RT	41861		17.1		1			
		198+37.36 to 198+94.17		RT	41842		21.3		1			
		199+49.62 to 200+32.78		RT	41631		45.4		1			
0285 706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	126+38.49 to 126+88.47		RT	14984	SY	77.3		77		TOM BROWN ROAD	
0327 70 16	MILLING EXIST ASPH PAVT, 1/2" AVG DEPTH	176+71.96 to 200+54.18		LT/RT	13179	SY	5405.7		23323			
		100+07.62 to 154+72.19		LT/RT	24562		13120.4		1			
		169+17.08 to 176+33.74		LT/RT	24761		1630.2		1			
		154+86.42 to 168+90.08		LT/RT	24718		3166.7		1			
0334 1 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	100+07.62 to 176+33.74		LT/RT	13531	TN	1537.0		2500		WEST OF CSX RR	
		126+38.50 to 126+88.45		RT	14958		6.2				TOM BROWN ROAD	
		174+46.48 to 175+70.23		RT	33498		7.8		1		CR 115 (OLD DIXIE HIGHWAY)	
		176+71.96 to 200+54.18		LT/RT	13437		446.0				EAST OF CSX RR	
		194+73.39 to 195+83.02		RT	33503		8.6		1		SIDE STREET	
		126+00.00 to 144+00.00		LT/RT			358.9				OVERBUILD	
		147+00.00 to 157+00.00		LT			43.6				OVERBU I LD	
		183+00.00 to 190+00.00		LT			12.4				OVERBUILD	
		100+08.70 to 176+31.25		LT/RT			60.4				SAFETY EDGE, WEST OF CSX RR	
		176+73.32 to 200+47.98		LT/RT			18.8				SAFETY EDGE, EAST OF CSX RR	

	REVIS	IONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III. P.E.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

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NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:

SUMMARY OF QUANTITIES

SHEET NO. SQ-9

F:\2015\15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\sumqrd01.dgn

					SUMMARY	OF SIDE DE	RAIN & MITE	RED E	ND S	ECT I	ONS -	BAS	E BID)			
						PIPE LE	NGTH - LF				MES	- <i>EA</i>					
	LO	OCAT I ON					UND 741CC*)	ROUN	D (04.	30984	1CC*)	(ELLIP 043098			DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.	STA. TO STA. SIDE BACK AHEAD OFFSET FLOWLINE OFFSET FLOWLIN			P 1	8" F	1.5	5"	1 P	8"	13"	x 17 "	15"	x21"	NOTES	NEMANKS		
117+76.29 to 117+96.22	RT	28.11	74.32		74.20	r	,	2	,	-		r	,	-		CMP . 1:4	
132+39.11 to 132+66.43	RT	27.81	70.80								+	2				ECMP, 1:4	
133+69.57 to 133+90.61	1.7	27.14	69.95							2		-				CMP , 1:4	
133+98.69 to 134+21.80	RT	27.24	69.54											2		ECMP , 1:4	
135+16.72 to 135+39.16	RT	28.16	68.32		68.18					2						CMP , 1:4	
137+17.13 to 137+38.39	RT	28.05	66.69							2						CMP , 1:4	
138+36.06 to 138+56.24	LT	28.05	65.84	28.05	65.79	15				2						RCP, 1:4	
139+28.28 to 139+49.79	RT	28.07	64.10	28.12	63.52					2						CMP , 1:4	
156+34.95 to 156+61.80	LT	28.47	58.63	27.96	59.03									2		ECMP , 1:4	
158+51.43 to 158+81.39	RT	28.35	60.03	28.47	60.59									2		ECMP , 1:4	
158+51.91 to 158+76.29	LT	28.76	60.61	28.31	60.49									2		ECMP , 1:4	
160+00.99 to 160+25.54	LT	27.28	60.38	26.73	60.51					2						CMP , 1:4	
163+29.50 to 163+54.96	RT	27.94	59.12	27.77	58.15					2						CMP , 1:4	
164+55.42 to 164+69.96	RT	27.24	55.95	27.44	56.84					2						CMP , 1:4	
170+69.28 to 170+92.65	RT	27.80	52.60	27.32	52.50			2								CMP , 1:4	
172+55.23 to 172+90.74	RT	25.43	56.10	24.61	56.90			2								RCP, 1:4, 2 CONCRETE JACKETS	
187+22.43 to 187+65.64	RT	24.33	62.00	23.82	62.00			2								CMP , 1:4	
193+80.71 to 194+24.22	LT	28.50	60.00	28.97	59.80			2								CMP , 1:4	
	SUB-TO							10		16		2		8			
					TOTAL:	15		10		16		2		8			

^{*} FOR PAY ITEMS, CC = THE PIPE SIZE.

	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS - BASE BID													
PAY ITEM	DAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUAN	TITY	TO	TOTAL DESIGN CONST						
NO.	PAY ITEM DESCRIPTION	STA TO STA	STA. TO STA.	UNII					NOTES	REMARKS				
		STA. TO STA.			P	F	Р	F						
530-74	BEDDING STONE	143+59.10 to 143+64.27	LT	TN	2.03		10.0							
		143+84.02 to 143+86+18	LT	TN	1.21									
		154+65.61 to 154+72.40	LT	TN	1.48									
		154+87.02 to 154+94.38	LT	TN	1.63									
		168+83.70 to 168+89.64	LT	TN	0.38									
		169+16.30 to 169+23.93	LT	TN	2.63		1							

	REV	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC.
				9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



SUMMARY OF QUANTITIES

SHEET NO. 50-10

		5	SUMMARY	OF PE	ERMANEN	T DRIV	'EWAYS	
				MATE	RIAL			
LOCATION		1051	ASDUAL	T (TN)		E (SV)	DECICN	CONCERNCE LON
	SIDE	AREA ID	0334		0522		DESIGN NOTES	CONSTRUCTION REMARKS
STA. @ Q OF DRIVEWAY		10					NOTES	KEMAKKS
			Р	F	P	F		
102+51.02	LT	39847	0.72					
103+12.96	RT	39849	0.75					
103+92.95	LT	39853	0.69					
104+44.31	LT	39855	0.8					
104+41.64	RT	39857	0.64					
108+00.06	LT	39859	0.84					
109+10.18	RT	39861	0.76					
110+45.91	LT	39870	0.74					
111+78.14	RT	39845	0.76					
112+27.39	RT	39828	0.53					
112+99.48	LT	39820	0.74					
113+49.95	LT	39818	0.28					
113+54.95	RT	39816	0.39					
117+89.22	RT	39814	0.7					
119+48.81	LT	39803	1.05					
120+97.85	RT	39801	0.69					
122+44.24	RT	39794	0.65					
125+82.79	RT	39733	0.83					
128+45.11	RT	39735	0.56					
132+15.07	LT	39786	0.7					
132+55.28	RT	39756	0.71					
133+85.20	LT	39758	0.72					
134+08.67	RT	39760	0.58					
135+27.21	RT	39762	0.87					
137+35.42	RT	39872	0.69					
139+41.56	RT	39764	0.74					
148+34.41	LT	39766	0.74					
149+34.92	RT	39768	0.72					
158+69.66	RT	39770	0.94					
	LT	39772	0.87					
160+12.90	RT							
163+44.42		39774	1.04					
166+91.56	LT	39901						
170+75.88	RT	39776	1.4					
172+68.67	RT	39778	0.85					
177+93.96	RT	39780	1.01					
187+51.80	RT	39782	1.13					
194+03.85	LT	39784	0.94					
198+65.77	RT	39882	1.17					
199+91.20	RT	39718	3.75					
101+29.93	LT	31688			11.5			
107+48.25	RT	31690			13.5			
110+54.49	RT	31712			11.9			
115+63.25	LT	31710			13.5			
116+40.38	LT	31708			9.1			
120+99.13	LT	31706			13.0			
156+47.66	LT	31704			10.7			
158+64.14	LT	31702			11.5			
161+79.17	LT	31700			11.8		<u> </u>	
164+26.35	LT	31698			16.5		<u> </u>	
195+57.70	LT	31696			20.0			
197+03.74	LT	31694			21.3			
198+62.63	LT	31692			24.6			
	SUL	B-TOTAL:	34.1		188.9			
		TOTAL:	34		189			
			ENCINEED				T	

DATE DESCRIPTION DESCRIPTION DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-11

	REVIS	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

SUMMARY OF QUANTITIES

SHEET NO. SQ-12

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11/14/2022 10:13:44 AM

	REVI:	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

NASSAU COUNTY ENGINEERING HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO SQ-13

11/14/2022

	REV	ISIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FI 32246
EN 2015) 15	020 00 Nascau County CES (Honey Smith Boad): 1502000 co	adway) eymaedi	Ol den	

NASSAU COUNTY ENGINEERING

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO 50-14

S	UMMAR'	Y OF I	PERFORMANCE T	TURF - BASE BID	
LOCATION	SIDE	AREA ID	PERFORMANCE TURF (SOD) 0570 1 2	DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.			SY P F	-	
145+15.78 to 146+38.25	LT	25902	112.8	PAVT . REMOVAL AREA	
148+40.45 to 154+65.62	LT	18625	183.6		
149+42.68 to 163+35.79	RT	17775	404.1		
153+20.74 to 153+63.36	RT	25951	9.8	PAVT. REMOVAL AREA	
153+56.49 to 154+46.56	LT	25959	52.0	PAVT. REMOVAL AREA	
154+60.61 to 154+68.88	LT	15945	7.0		
154+63.29 to 154+94.00	RT	16004	19.0		
154+90.57 to 154+99.43	LT	15988	7.0		
154+94.38 to 156+47.08	LT	47871	48.8		
155+18.66 to 156+09.81	RT	25974	66.3	PAVT. REMOVAL AREA	
155+78.52 to 156+16.09	LT	25968	10.8	PAVT . REMOVAL AREA	
156+55.49 to 158+58.93	LT	18605	69.3		
158+68.81 to 160+07.43	LT	18645	63.4		
160+19.05 to 161+73.83	LT	18663	55.3		
161+84.56 to 164+19.71	LT	18679	79.2	1	1
163+45.61 to 170+77.71	RT	17754	219.1	1	1
164+33.39 to 166+77.55	LT	18692	77.4	1	1
166+98.87 to 176+22.54	LT	18215	265.2		1
167+14.67 to 167+64.00	RT	25982	48.5	PAVT. REMOVAL AREA	
167+63.23 to 168+63.15	LT	25992	61.4	PAVT. REMOVAL AREA	
168+78.71 to 168+90.30	LT	16131	16.1	PAVI: REMOVAE AREA	
168+88.73 to 169+18.40	RT	16104	18.2		
169+17.29 to 169+28.96	LT	16141	15.8		
	RT	26000	65.6	PAVT. REMOVAL AREA	
169+80.01 to 170+47.44 170+41.00 to 171+38.32	LT	26013	83.3	PAVT. REMOVAL AREA	
	RT	17738		PAVI. REMOVAL AREA	
170+86.53 to 172+65.80			60.5		
172+82.95 to 174+98.87	RT	17727	70.5		
175+34.63 to 176+22.57	RT	17717	27.5		
176+70.49 to 177+81.79 176+72.45 to 193+95.12	RT LT	23015	37.6 478.8		
	RT				
177+90.91 to 187+37.81	RT	23028	278.1		
187+50.63 to 194+92.12			47.2	-	
194+11.26 to 195+45.67	LT	22920			
195+48.89 to 198+62.17	RT	22847	92.4	-	
195+69.33 to 196+94.11	LT	22896	49.2 49.7		
197+17.81 to 198+46.14	LT	22867			
198+74.17 to 199+60.66	RT	22829	36.5		
198+74.96 to 200+69.06	LT	22813	63.6		
200+17.99 to 200+33.61	RT	18985	4.9	luce	
117+76.29 to 117+96.22	RT		16.0	MES	
132+39.11 to 132+66.43	RT		16.0	MES	-
133+69.57 to 133+90.61	LT		18.0	MES	
133+98.69 to 134+21.80	RT		16.0	MES	
135+16.72 to 135+39.16	RT		18.0	MES	+
137+17.13 to 137+38.39	RT		18.0	MES	-
138+36.06 to 138+56.24	LT		18.0	MES	
139+28.28 to 139+49.79	RT		18.0	MES	
156+34.95 to 156+61.80	LT		16.0	MES	
158+51.43 to 158+81.39	RT		16.0	MES	
158+51.91 to 158+76.29	LT		16.0	MES	
160+00.99 to 160+25.54	LT		18.0	MES	
163+29.50 to 163+54.96	RT		18.0	MES	
164+55.42 to 164+69.96	RT		18.0	MES	
170+69.28 to 170+92.65	RT		16.0	MES	
172+55.23 to 172+90.74	RT		16.0	MES	
187+22.43 to 187+65.64	RT		16.0	MES	
193+80.71 to 194+24.22	LT		16.0	MES	
FROM DRAINAGE STRUCTURES	LT/RT		445.0		
		B-TOTAL:	4320.0		

ENGINEER OF RECORD DATE DESCRIPTION DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-15

F:\2015\15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\sumqrd01.dgn

5:48:53 PM

SUMMARY OF PAY ITEMS - BID OPTION A (S-3 CROSS DRAIN REPLACEMENT) ROADWAY ITEMS										
FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL						
120-4	SUBSOIL EXCAVATION	CY	78.8							
120-6	EMBANKMENT	CY	69.7							
160-4	TYPE B STABILIZATION	SY	42							
0285-706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	48							
0430 - 175 - 260	DRAINAGE PIPE, 48"X76" ERCP	LF	35							
0430 - 560 - 102	STRAIGHT CONCRETE ENDWALL, 48"X76", SINGLE	EA	2							

	SUMMARY OF EARTHWORK - BID OPTION A										
PAY ITEM NO.	PAY ITEM DESCRIPTION	P C	Y F	DESIGN NOTES	CONSTRUCTION REMARKS						
120-4	SUBSOIL EXCAVATION										
	CROSS DRAIN S-3	78.8									
	TOTAL SUBSOIL EXCAVATION	78.8									
120-6	EMBANKMENT										
	CROSS DRAIN S-3	69.7									
	TOTAL EMBANKMENT	69.7									

SUMMARY OF PAVEMENT - BID OPTION A													
PAY ITEM PAY ITEM DESCRIPTION				AREA ID	UNIT	QUAN	TITY	TO	TAL	DESIGN	CONSTRUCTION		
NO.	PAT TIEM DESCRIPTION	STA. TO STA.	DESCRIPTION	SIDE	ID	UNIT					NOTES	REMARKS	
							P	F	P	<i>F</i>			ш
0160 4	TYPE B STABILIZATION	154+60.05 to 154+98.52		LT/RT	44158	SY	42.0		42.0		FULL DEPTH PAVT. AT S-3		
													Ш
0285-706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	154+70.75 to 154+87.87		LT/RT	14180	SY	47.7		48.0		FULL DEPTH PAVT. AT S-3		Ш
													Ш

BID OPTION A

	REVIS	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
E \ 2015\ 15	020 00 Naccau County CES (Money Smith Board): 1502000) coad	want commed	I den	



NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

50-16

SUMMARY OF F	SUMMARY OF PAY ITEMS - BID OPTION B (S-4 CROSS DRAIN REPLACEMENT) ROADWAY ITEMS									
FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL						
120-4	SUBSOIL EXCAVATION	CY	89.5							
120-6	120-6 EMBANKMENT									
160-4	TYPE B STABILIZATION	SY	75							
0285-706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	81							
0430 - 175 - 254	DRAINAGE PIPE, 43"X68" ERCP	LF	66							
0430-554-202	STRAIGHT CONCRETE ENDWALL, 43"X68", DOUBLE	EA	2							

	SUMMARY OF EARTHWORK - BID OPTION B										
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS						
120-4		,									
	CROSS DRAIN S-4	89.5									
	TOTAL SUBSOIL EXCAVATION	89.5									
120-6	EMBANKMENT										
	CROSS DRAIN S-4	83.0									
	TOTAL EMBANKMENT	83.0									

	SUMMARY OF PAVEMENT - BID OPTION B												
PAY ITEM	PAY ITEM DESCRIPTION	LOCATION	V	SIDE	AREA	UNIT	QUANTITY		TOT	-AL	DESIGN	CONSTRUCTION	
NO.	PAI TIEM DESCRIPTION	STA. TO STA.	DESCRIPTION	SIDE	ID	UNII					NOTES	REMARKS	
		STA. TO STA. DESCRIPT		11010			P F		Р	F			
0160 4	TYPE B STABILIZATION	168+68.55 to 169+38.55		LT/RT	44228	SY	74.8		75.0		FULL DEDTH PAVT. AT S-4		
0285-706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	168+90.08 to 169+17.08		LT/RT	44190	SY	80.6		81.0		FULL DEDTH PAVT. AT S-4		

BID OPTION B

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W DETERCINE DE
				DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
F \ 2015\ 15-1	020-00 Naccau County CES (Henry Smith Road)\1502000\road	uav\ cumard(11 dan	



NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-17



INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO. SHEET DESCRIPTION S-1 KEY SHEET

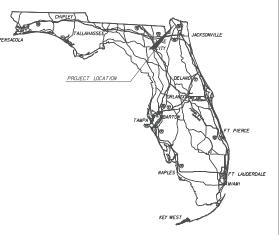
S-1 KET SHEE!
S-2 - S-4 TABULATION OF QUANTITIES
S-5 GENERAL NOTES
S-6 - S-24 SIGNING AND PAVEMENT MARKINGS

NASSAU COUNTY ENGINEERING

CONTRACT PLANS

HENRY SMITH ROAD IMPROVEMENTS PROJECT FINANCIAL PROJECT ID 438178-1-54-01

SIGNING AND PAVEMENT MARKING PLANS



SIGNING AND PAVEMENT MARKING SHOP DRAWINGS TO BE SUBMITTED TO:

WHITNEY N. ANDERSON, P.E. PETERS & YAFFEE, INC 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

PLANS PREPARED BY:

PETERS & YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 TEL. NO. (904) 265-0751 CONTRACT NO. CM2287 VENDOR NO. F263166179-001

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Whitney N Anderson 2022.12.08 11:14:34 -05'00'

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.

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

SIGNING AND PAVEMENT MARKING PLANS ENGINEER OF RECORD: WHITNEY N. ANDERSON

P.E. NO.: 86622

BOARD OF COUNTY COMMISSIONERS

JOHN F. MARTIN - DISTRICT 1
A.M. "HUPP" HUPPMAN - DISTRICT 2
JEFF GRAY - DISTRICT 3
THOMAS R. FORD - DISTRICT 5
ALYSON MCCULLOUGH - DISTRICT 5

NASSAU COUNTY PROJECT MANAGER: ROBERT T. COMPANION, P.E.

gadhiya

8/2022

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ITEM NO.	DESCRIPTION	UNIT	r	5-6	9	5 - 7	S-8		5-9	5	- 10	S - 11	5-	12	SHE	IEET	TO	TAL	
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	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	AS								1					1				
	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS	1									1			1				
	SINGLE POST SIGN, RELOCATE SINGLE POST SIGN, REMOVE	AS AS	1	_		_		-		_	_	1			1				
0-1-00	STREET FOST STON, REMOVE	A3	+ -													-			
1-18-101	PROFILED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	GM																	
5 - 10 - 1 5 - 10 - 2	OBJECT MARKER, TYPE 1 OBJECT MARKER, TYPE 2	EA EA	+	_	_										<u> </u>				
5-10-2	OBJECT MARKER, TYPE 3	EA	+	_	_						1					_			
6-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA			28		29		29	28		31	28		190				
	YELLOW/YELLOW MONODIRECTIONAL YELLOW	EA EA			14	+	14		14	26 2	1	30	28		141				
	BLUE	EA EA		_	14	+ +	14	-	14	+ -	1	1			45				
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	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	17	,								28			45				
	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	+	_	_	\perp				_	-				<u> </u>			<u> </u>	
1-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF LF	+	_	+	+ +	-			_	+								
1-16-101	THERMOPLASTIC, FREFORMED, 12 WHITE ON ASPHALT FAVEMENT, KATEROAD DINAMIC ENVELOPE THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.10	08	0.212	+	0.212		0.212	0.212	1	0.204	0.212		1.372				
1-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.10	01	0.106		0.106		0.106	0.196		0.184	0.212		1.011				
1 - 16 - 231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.00	07	0.106		0.106		0.106	0.016					0.341				
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NO.				S-13 AN FINAL	S- PLAN		FINAL	S-1 PLAN F		S-17 PLAN FII	S-18 NAL PLAN FINAL					PLAN	FINAL
00-1-11	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	AS	_				\vdash				1	1		2			
	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS	+									1	-	1			
00-1-50	SINGLE POST SIGN, RELOCATE SINGLE POST SIGN, REMOVE	AS AS	+		1	1		1	_		1	1	-	4			
00-1-00	STAGE TOST STON, REMOVE		+		1	,		- 1						7			
01-18-101	PROFILED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	GM	0.08	89	0.203	0.133		0.137		0.049	0.136	0.081		0.828			
	OBJECT MARKER, TYPE 1	EA									3			3			
05-10-2	OBJECT MARKER, TYPE 2	EA	3		5			3			3	1		15			
05-10-3	OBJECT MARKER, TYPE 3	EA	_		2		$\overline{}$	1			1			4			<u> </u>
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06 - 1 - 3	RAISED PAVEMENT MARKERS, TYPE B	EA EA	28 28		28	28 28		28		28 28	28	24	1	192			
	YELLOW/YELLOW MONODIRECTIONAL YELLOW	EA	28		28	28		28		28	28	24		192			
	BLUE	EA	+	_													
11-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	1									19		19			
11-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA										1		1			
11-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF															
	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE																
	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		0.12		0.009	0.079		0.075		0.163	0.076	0.117	1	0.642		-	-
1-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6" THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM GM	0.21	12	0.212	0.212	_	0.212		0.212	0.191	0.167	-	1.418			
1-10-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, TELLOW, SKIP, 0"	GW	-									1					
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		TERS AND YAFFEE, INC. 22 TAPESTRY PARK CIRCLE	E, SUIT	TE 205 \	(1)	/#/ <u> </u>								v			S-3
	JĀ	CKSONVILLE, FL 32246	,		(00 VI		NRY S	MITH	ROAD)							5-5
	9 Nassau County CES (Henry Smith Road)\1502009\signing\tabqsp02.dgn				\sim											1	

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PAY ITEM	DESCRIPTION	UNIT							NUMBE							TOTAL THIS		GRA TOT	AND FAL
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	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	A5	2		1			2								5		8	
	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	A5																1	
	SINGLE POST SIGN, RELOCATE	AS	1													1		3	
0 - 1 - 60	SINGLE POST SIGN, REMOVE	AS			1			2								3		8	
-18-101	PROFILED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	GM																0.828	
5 - 10 - 1	OBJECT MARKER, TYPE 1	EA																3	
5 - 10 - 2	OBJECT MARKER, TYPE 2	EA																15	
5 - 10 - 3	OBJECT MARKER, TYPE 3	EA																4	
i - 1 - 3	RAISED PAVEMENT MARKERS, TYPE B	EA			28		28	23		10						117		499	
	YELLOW/YELLOW	EA	28		28		28	22		10						116		449	
	MONODIRECTIONAL YELLOW	EA																45	
	BLUE	EA						1								1		5	
	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	38					12								50		114	
1-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1													1		2	
1-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	42													42		42	
1-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVEL		96													96		96	
	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		0.19		0.212	- 1	0.212	0.18	36	0.086						0.895		2.909	
1-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		0.19		0.212		0.212	0.1		0.080			-			0.859		3.288	
1-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM																0.341	
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TE	DESCRIPTION DATE DESCRIPTION	WHITNEY N. ANDERSON, P.E.			/ JEAN	(2) L	142	ENGINEE.	RING										NO.
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		PETERS AND YAFFEE, INC.		(7.E. [CONST	TRUCTION I	LANS FOR:		IA	AB ULA	11110	NV U	r Q	UALIVI	11111	0	
		9822 TAPESTRY PARK CIRCLE	E, SUIT	TE 205 \		/ / /	LIEND	V CMI		_									5-4
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- ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ANY CONFLICTING MARKINGS AT LIMITS OF CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP RPM'S CLEAN FROM EXISTING AND FINAL PAVEMENT MARKINGS. ANY REPLACEMENT RPM'S AFTER THE FINAL PLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
- ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED IN THE PLANS.
- 4. THE CONTRACTOR SHALL VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
- SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC., MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.
- 6. CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES.
- OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF THE SIGN.
- 8. THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.
- THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.
- 10. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- 11. FOR SIGN DETAILS, USE THE MANUAL ON "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2004, AND NASSAU COUNTY'S SIGN DETAILS.
- 12. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR. AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- 13. ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
- 14. ALL PAVEMENT MARKINGS ARE STANDARD THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- 15. ALL PAVEMENT MARKINGS ON SIDE STREETS THAT ARE IMPACTED BY CONSTRUCTION ARE TO BE REPLACED IN KIND.
- 16. ALL SIDE STREETS SHALL HAVE A STOP BAR WITH DOUBLE YELLOW CENTERLINES EXTENDING BACK A MINIMUM OF 200' FROM THE INTERSECTION.
- 17. A BLUE REFLECTIVE PAVEMENT MARKER IS TO BE PLACED IN THE CENTER OF THE TRAVEL LANE CLOSEST TO EACH FIRE HYDRANT LOCATION.
- 18. OBJECT MARKERS (TYPE 2) ARE TO BE PLACED AT ALL CROSS DRAINS WITHIN THE PROJECT LIMITS.
- 19. EXISTING STREET NAME SIGNS AND STOP SIGN ASSEMBLIES ON SIDE STREETS ARE TO REMAIN IN THEIR CURRENT LOCATIONS, UNLESS OTHERWISE SHOWN IN PLANS.
- 20. ROAD WIDTH VARIES THROUGHOUT PROJECT CORRIDOR. PLACE CENTERLINE IN CENTER OF ROAD ALONG PAVEMENT CROWN.

	REV I:	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622
				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

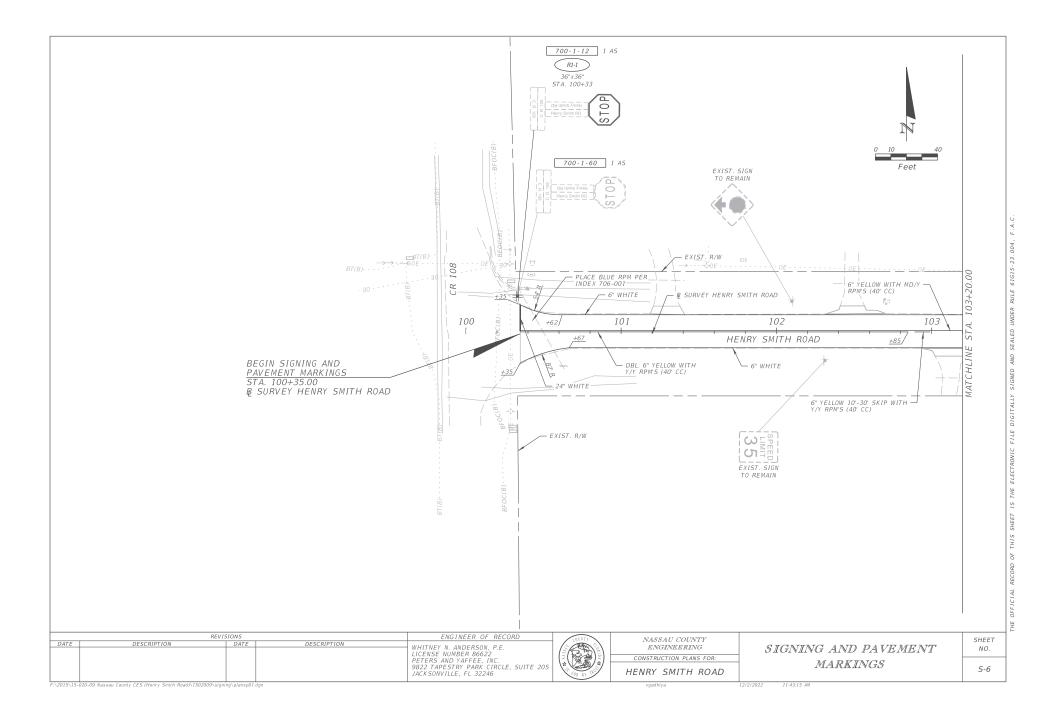


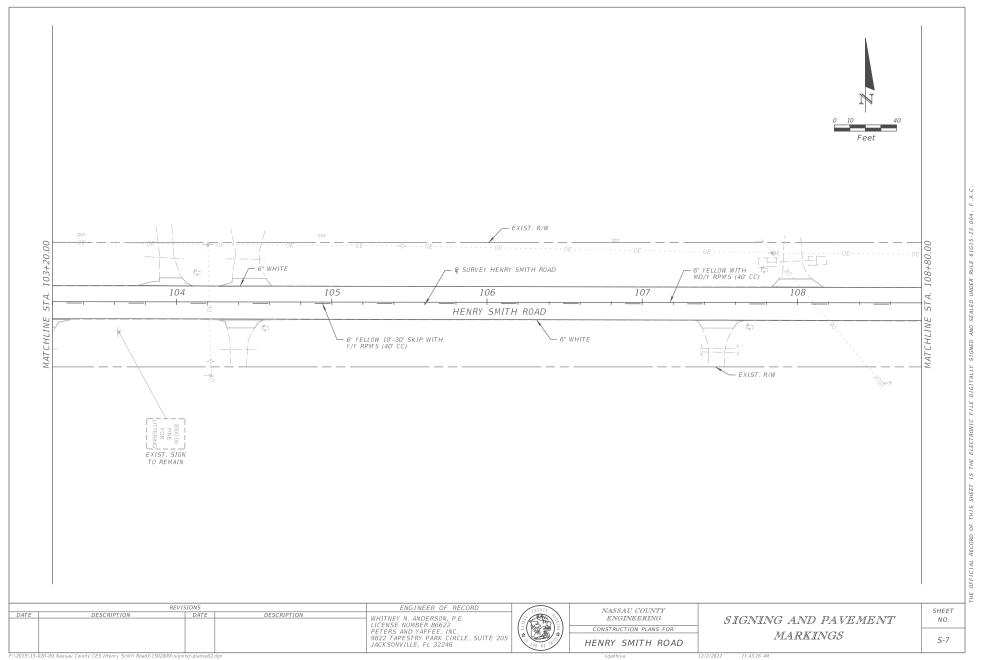
GENERAL NOTES

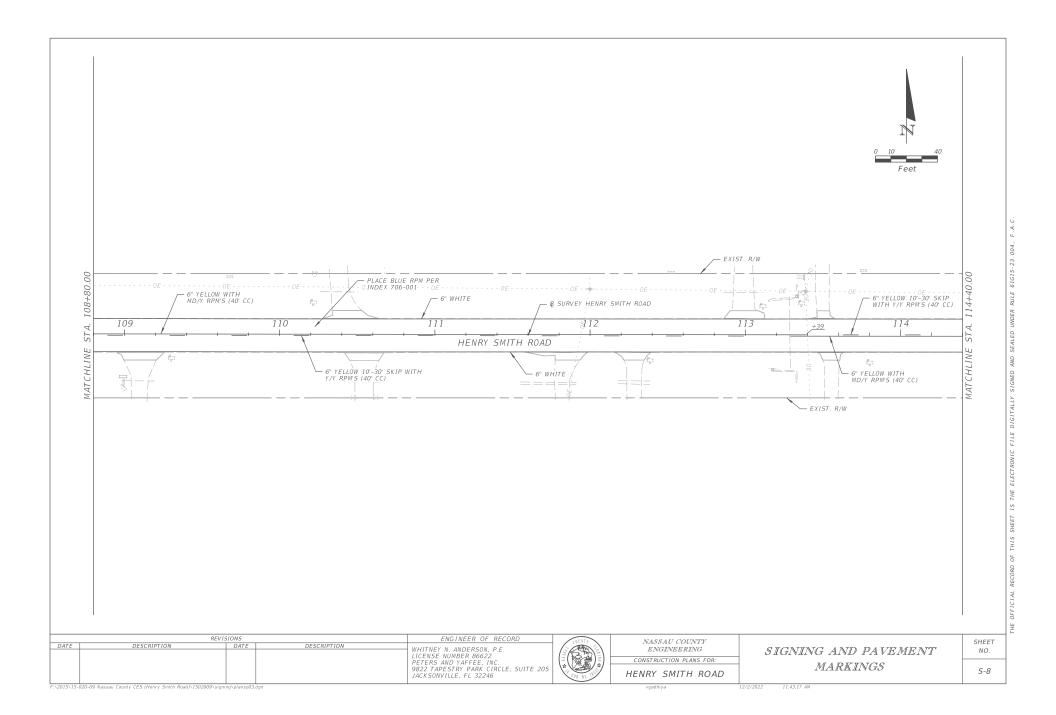
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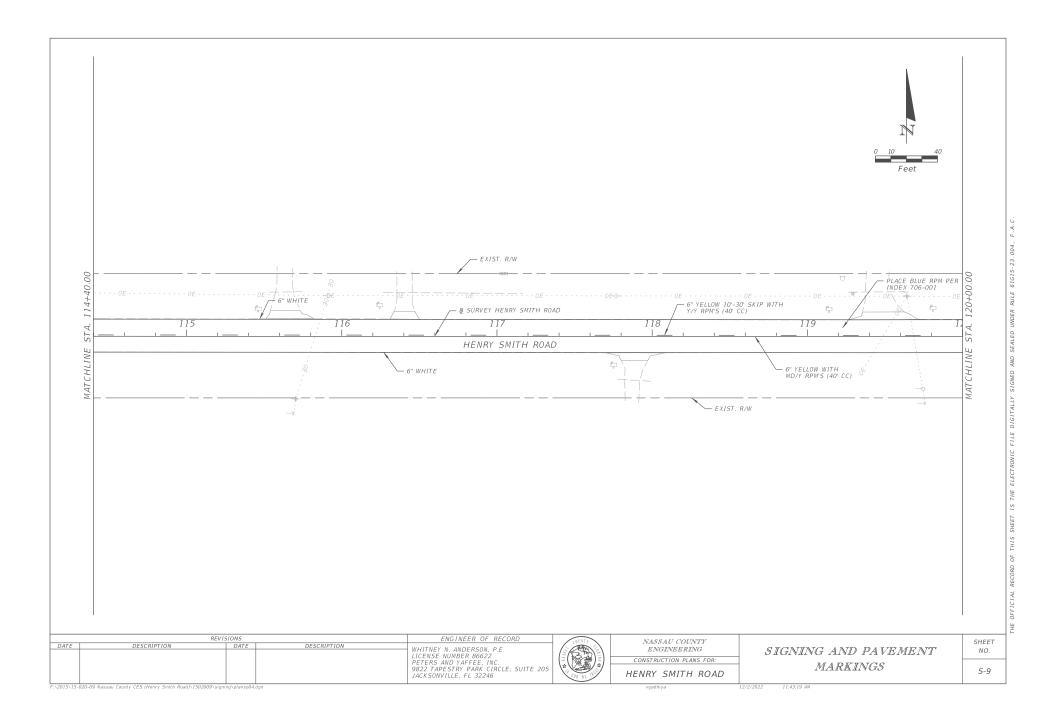
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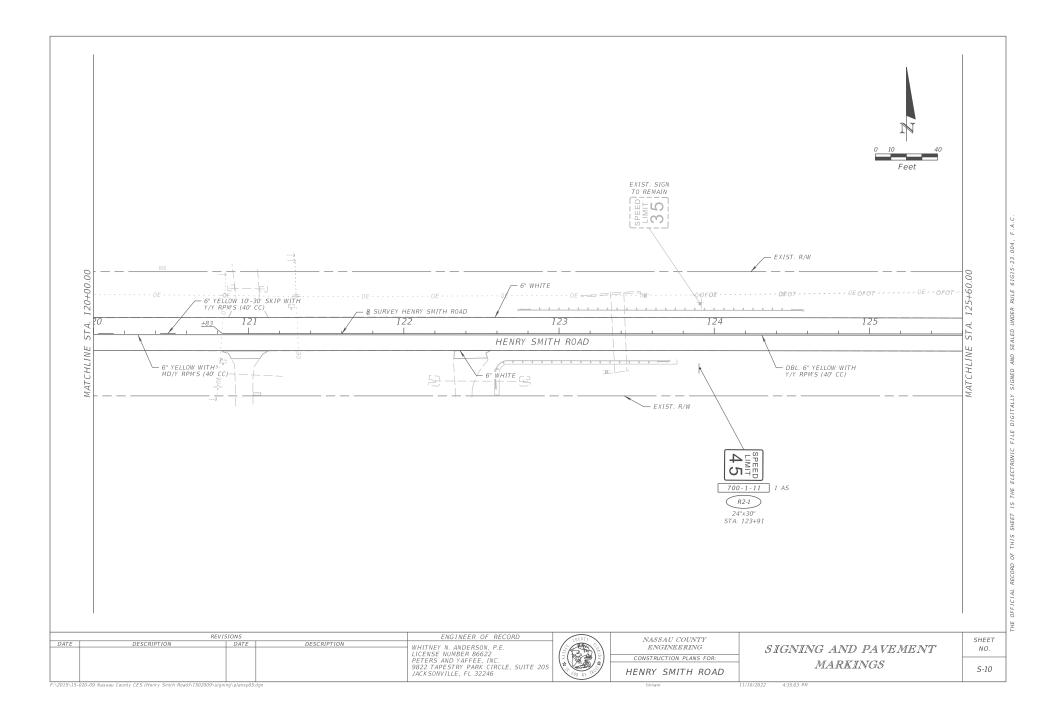
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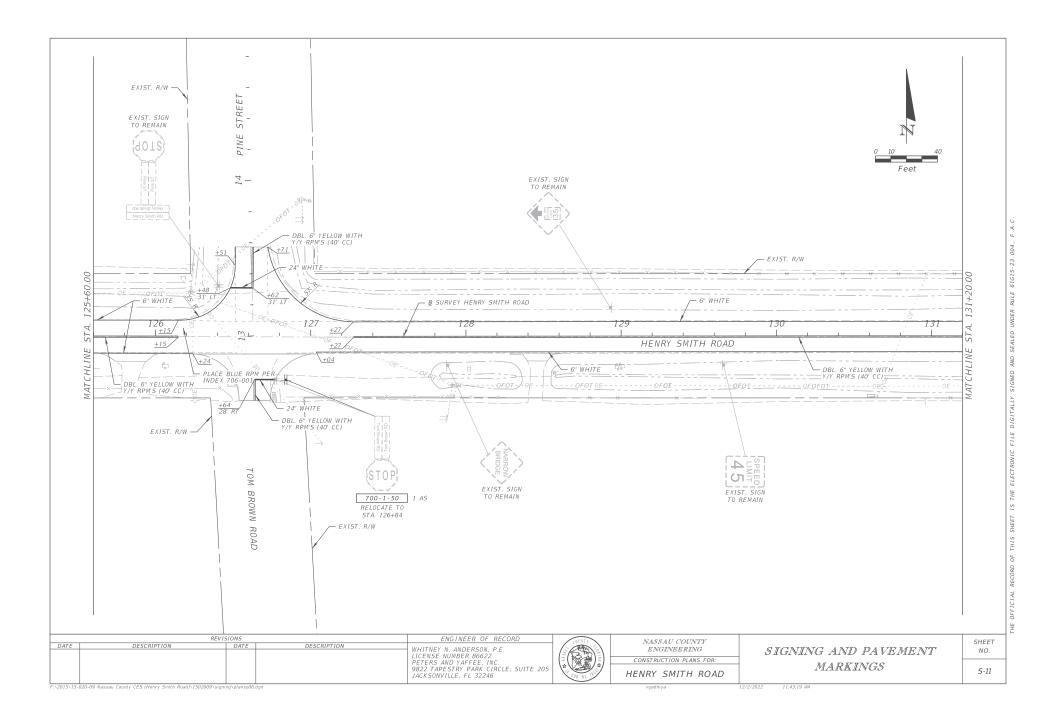


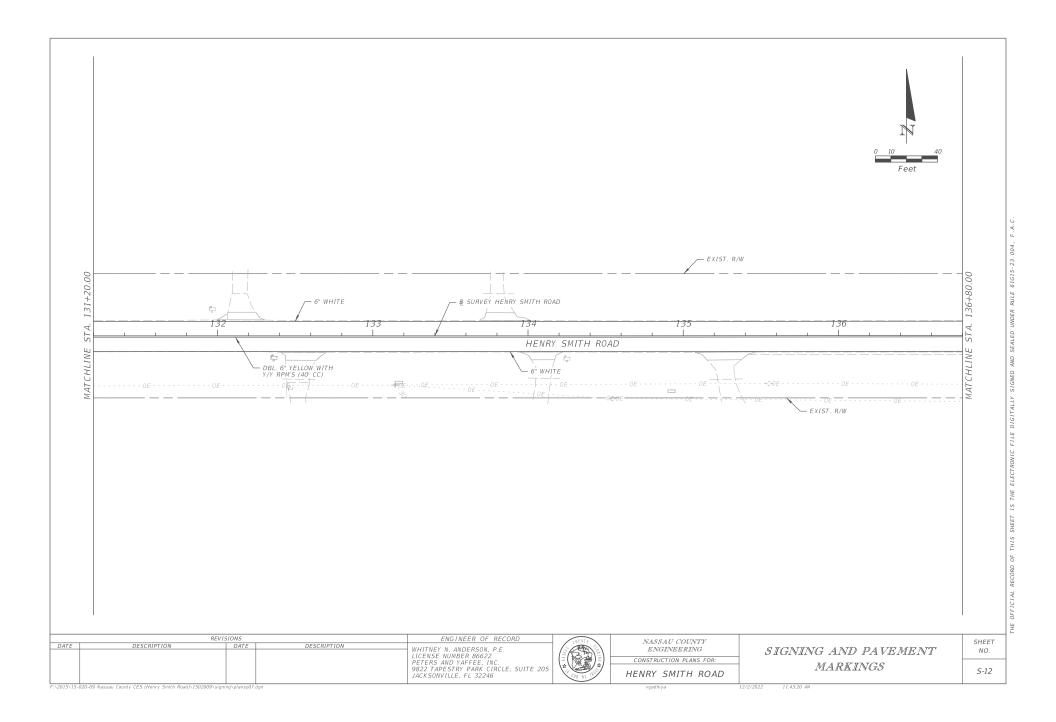


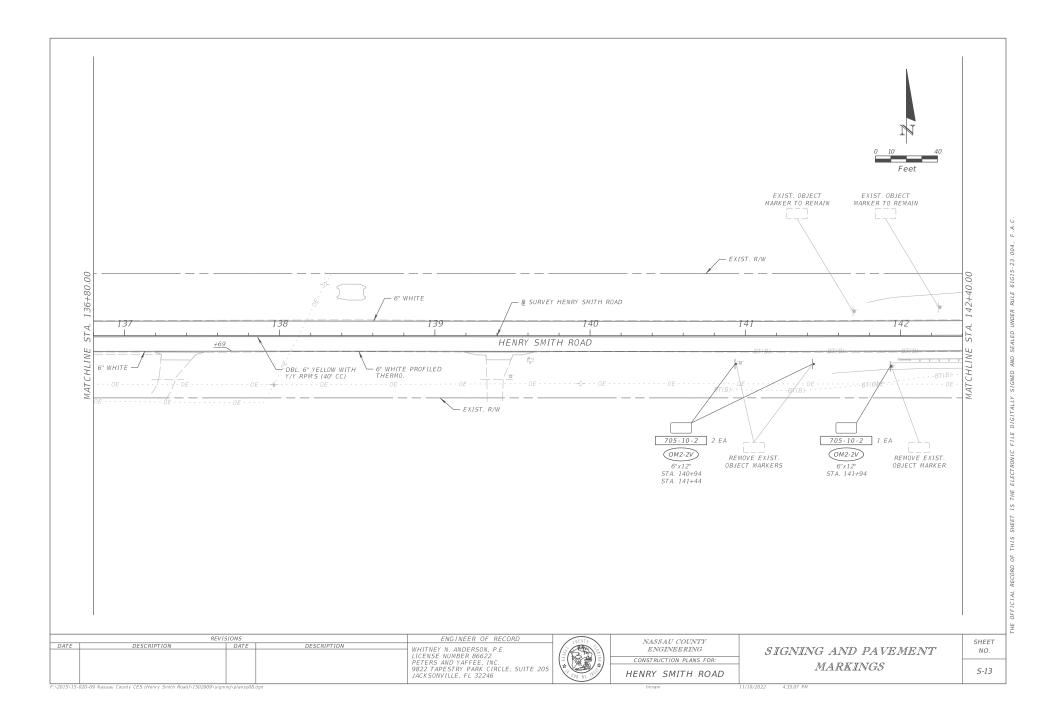


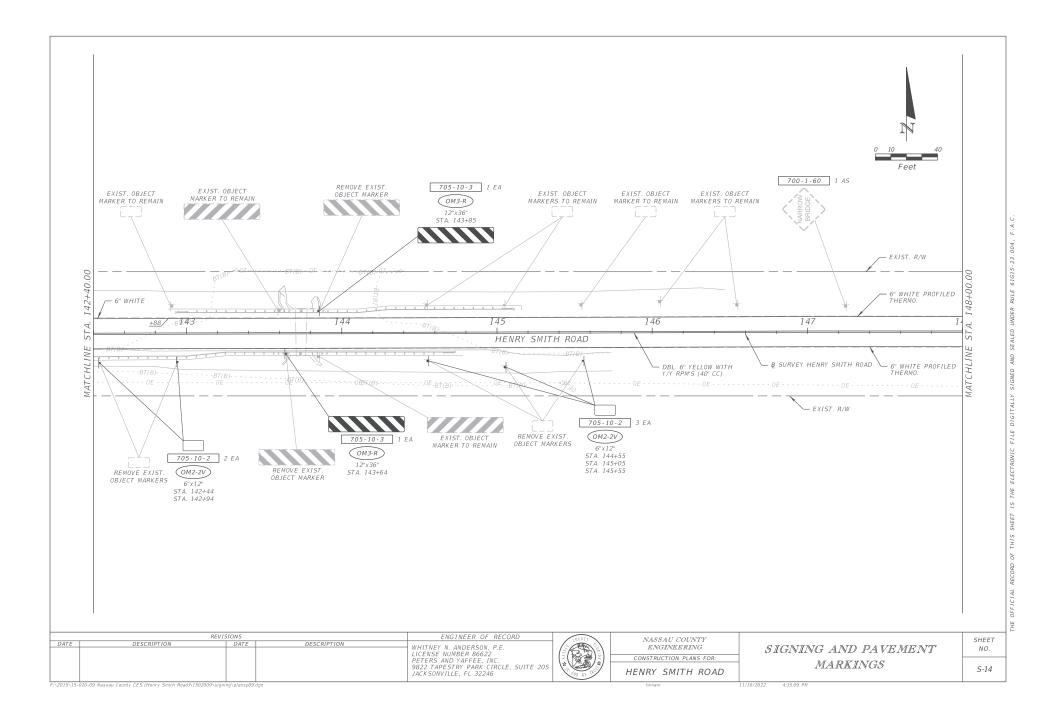


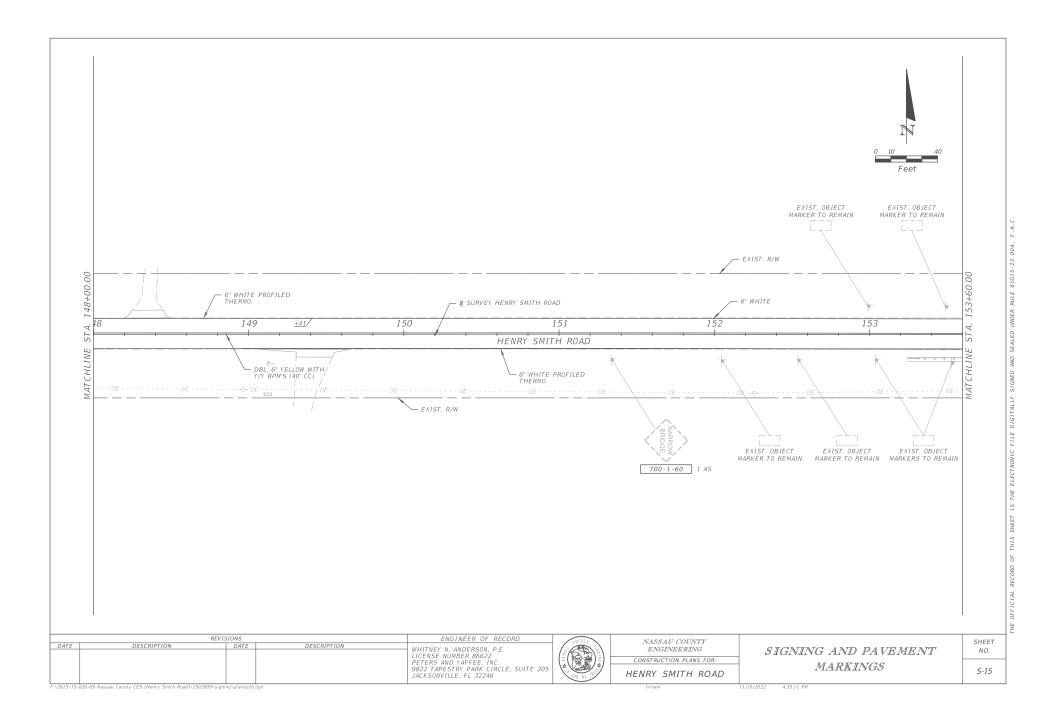


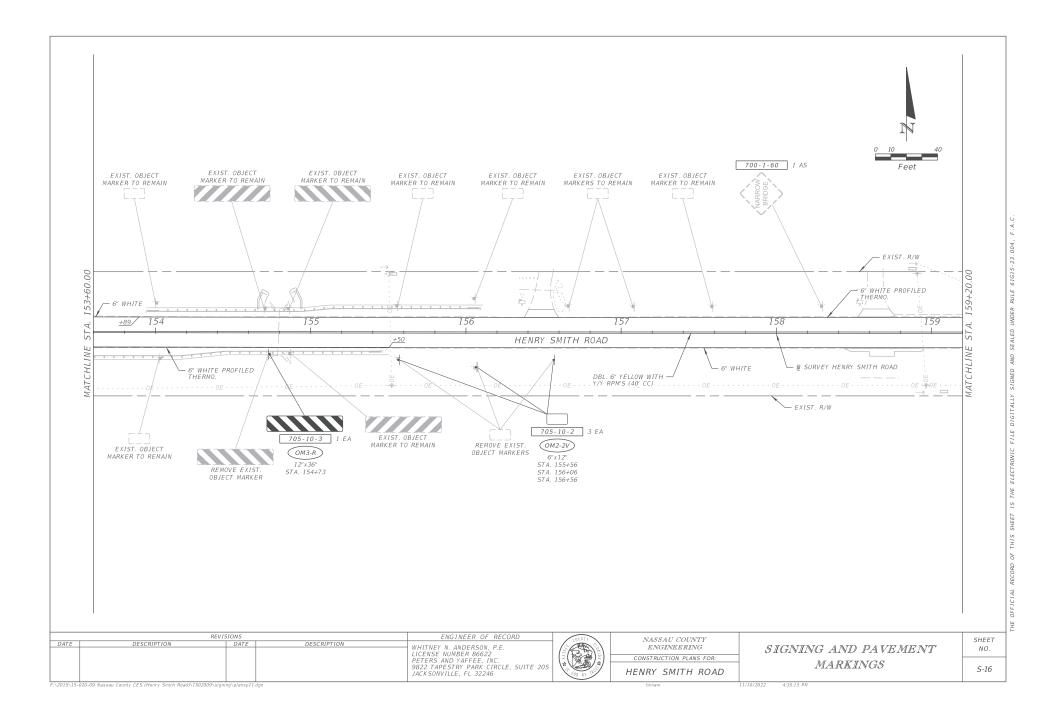


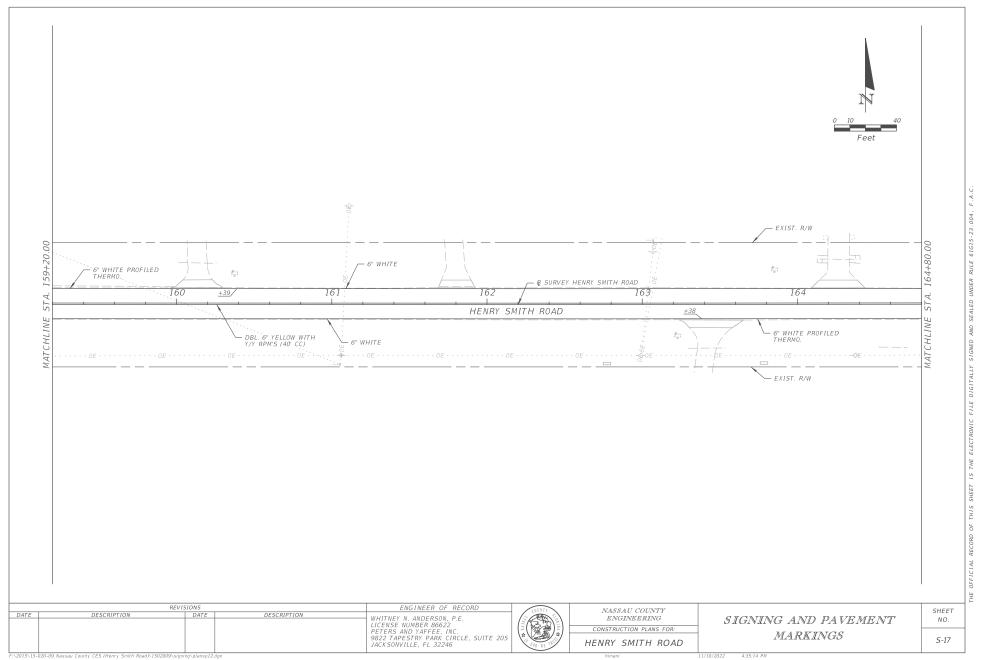


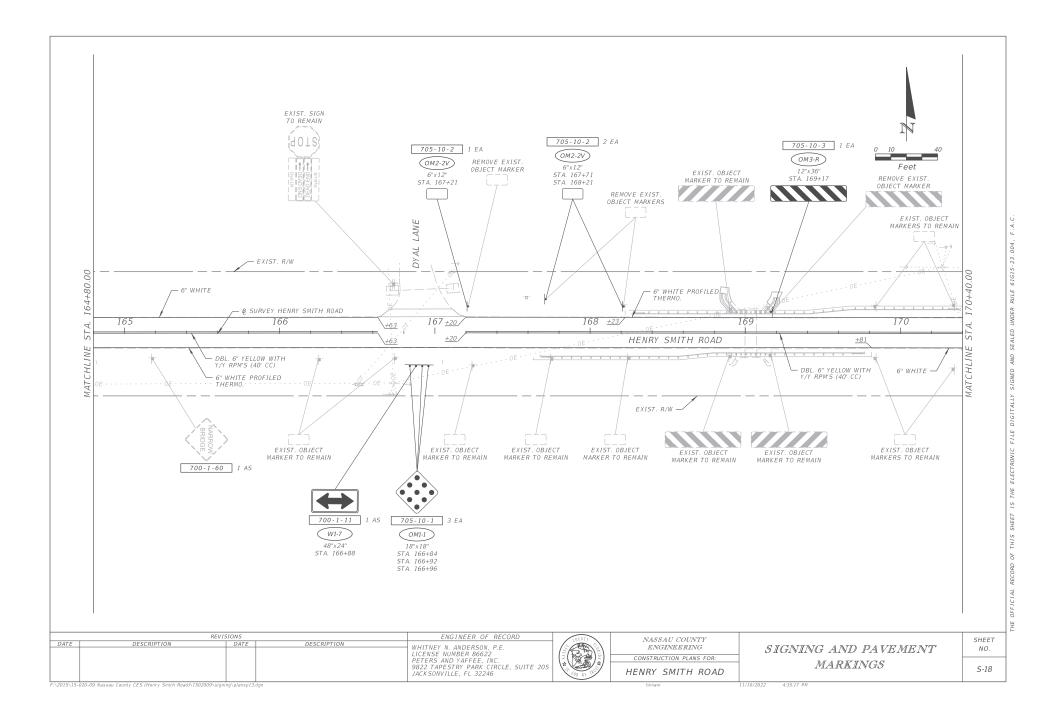


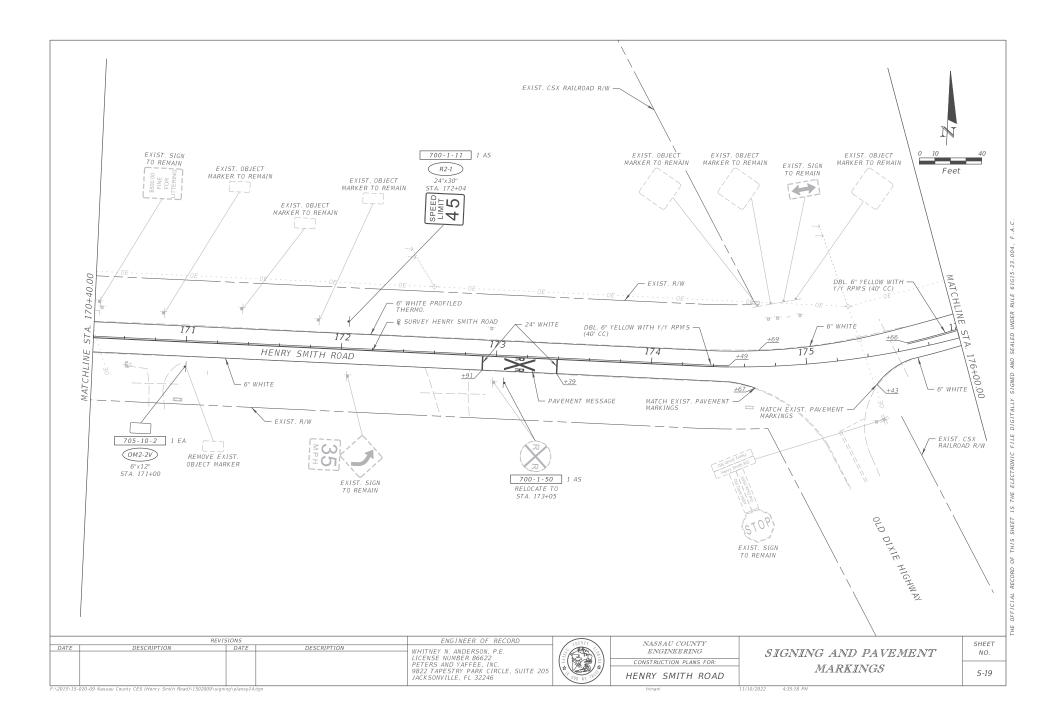


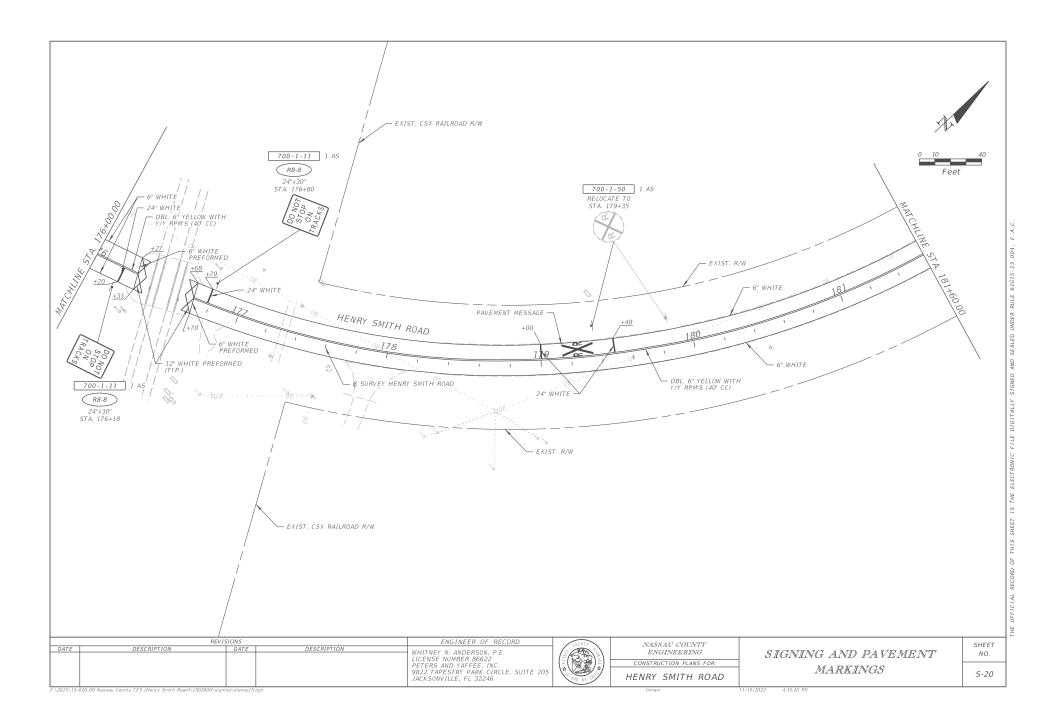


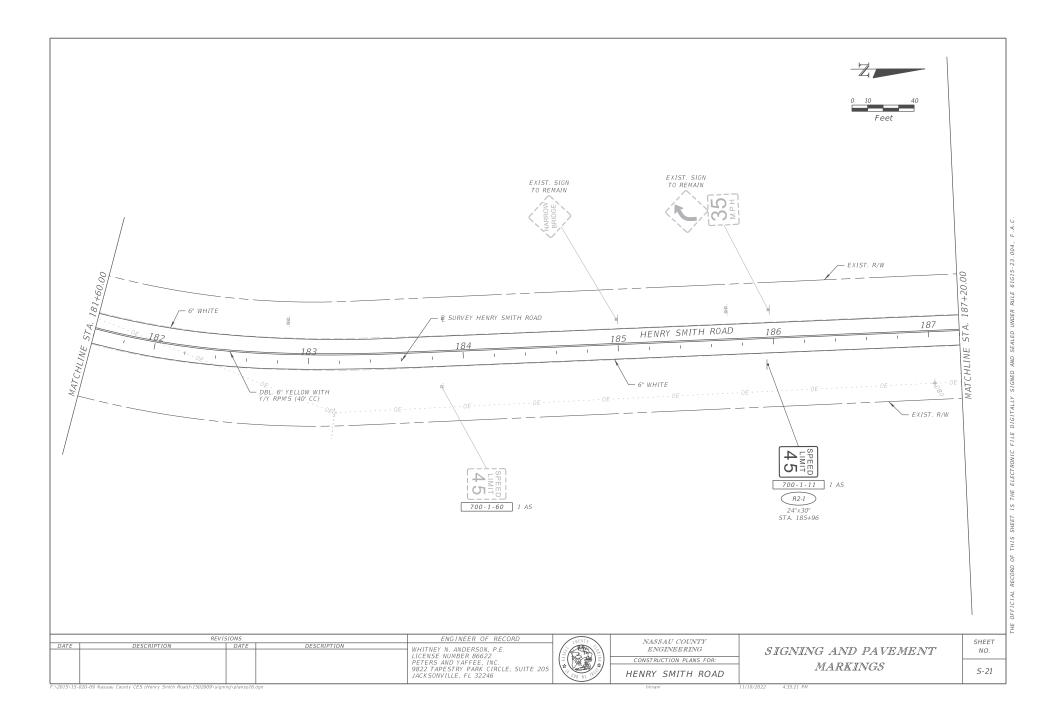


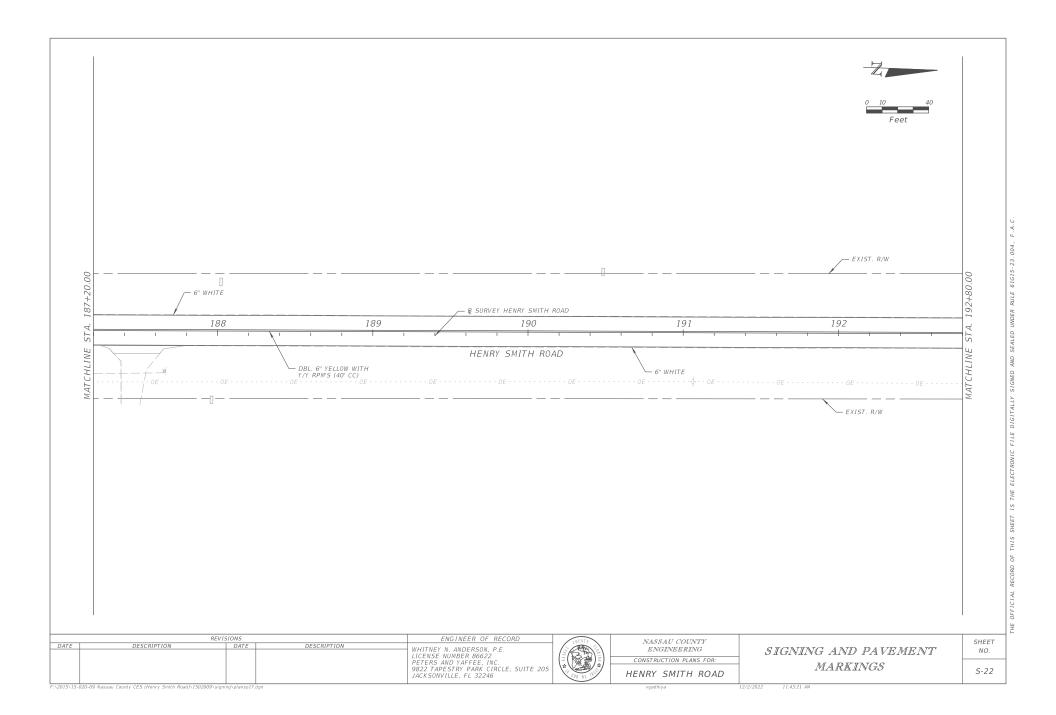


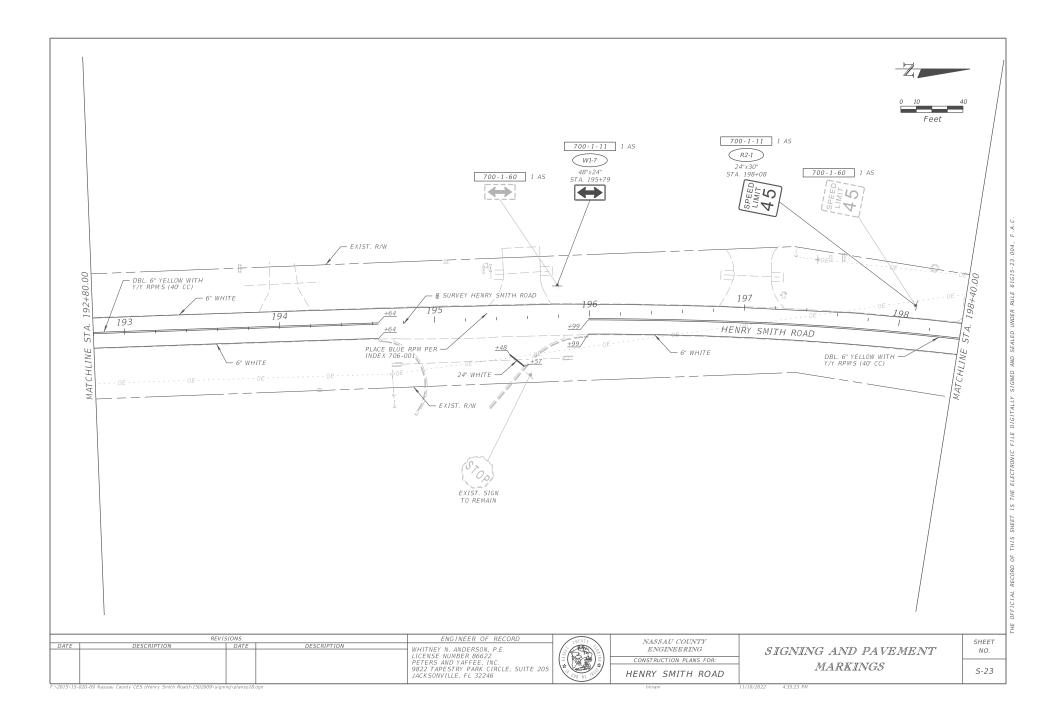


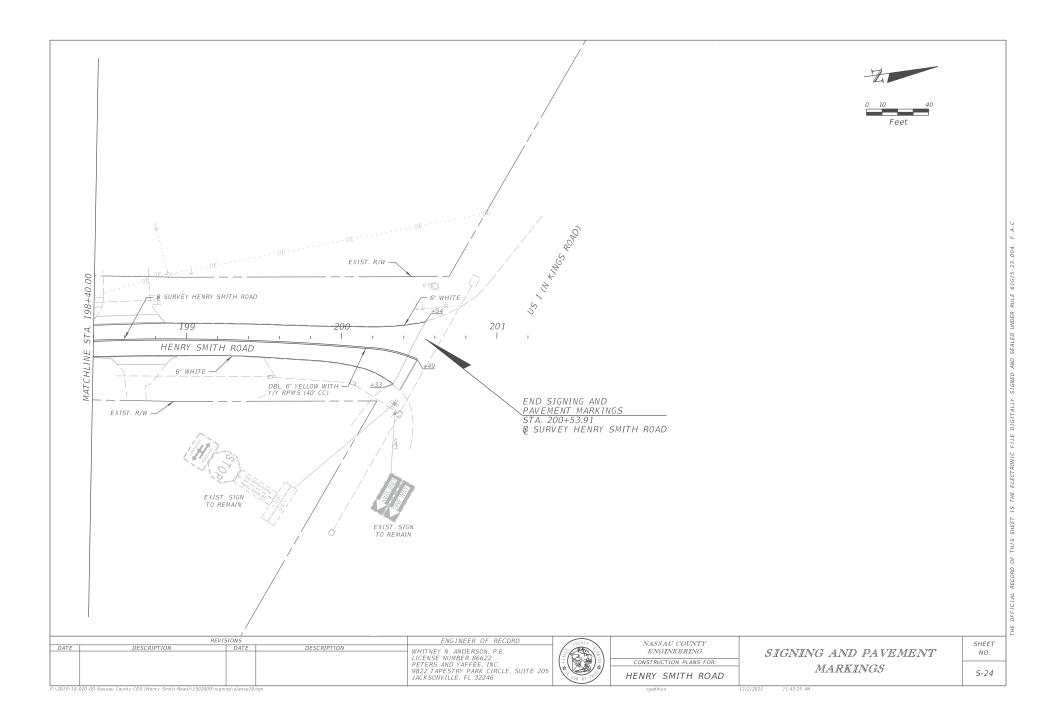












APPENDIX E

FDOT SMALL COUNTY ROAD ASSISTANCE AGREEMENT

CM2670

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

FPN: 438178-1-54-01	Fund: SCOP	FLAIR Category: 085576		
	Org Code: 55024010206	FLAIR Obj: 751000		
FPN:	Fund: Org Code:	FLAIR Category:		
FPN:	Fund:Org Code:	FLAIR Category:		
County No:	Contract No: (5/13)	Vendor No:		
by and between the State of Florida Dep	AGREEMENT ("Agreement") is entered coartment of Transportation, ("Department times referred to in this Agreement as a "	"), and <u>NASSAU COUNTY</u> , ("Recipient").		
NOW, THEREFORE, in consideration of agree to the following:	the mutual benefits to be derived from joi	nt participation on the Project, the Parties		
and (<i>select the applicable statut</i> ☐ Section 339.2817 Florida Sta	outhorized to enter into this Agreement poor authority for the program(s) below): atutes, County Incentive Grant Program (stutes, Small County Outreach Program (stutes)	CIGP), (CSFA 55.008)		

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

□ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 □ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)

☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for road reconstruction of Henry Smith Road from CR 108 to US 1, as further described in Exhibit "A", Project Description and Responsibilities, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- a. The estimated cost of the Project is \$900,000.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$900,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F — Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If this box	is selecte	ed, advanc	e paymen	it is authori	zed	for this	Agree	ement and	j Ext	nibit	"G",
Alternative	Advance	Payment	Financial	Provisions	is	attached	and	incorpora	ited i	into	this
Agreement.											

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- I. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. Genèral Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

The Recipient must obtain written approval from the Department prior to performing itself (through the

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- 10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of

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construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit** "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- 11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

	The Recipient agrees to maintain any p constructed under this Agreement for it Department right-of-way, the Recipient	ortion of the useful life.	Project If the	not locate Recipient	d on the St constructs	ate Highway any improve	/ Systemement or
		☐ shall					
	. Ž	⊠ shall no	t				

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

- 12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-

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site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

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- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement, The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement:
- e. Exhibit and Attachment List

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F - Contract Payment Requirements

*Additional Exhibit(s):

The remainder of this page intentionally left blank.

^{*}Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 01/18

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT NASSAU COUNTY	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: Justin Taylor Name: Chair Title:	By: Gry Evans Name: Title: Docusigned by: Gry Evans Greg B2403-G34AA District Secretary 4/11/19
	Legal Review: Docusigned by: Mulissa Blackwell Mequissassissississississississississississi

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438178-1-54-01	
This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Departmer Transportation and	nt of
NASSAU COUNTY (the Recipient)	
PROJECT LOCATION:	
The project is on the National Highway System.	
The project is on the State Highway System.	
PROJECT LENGTH AND MILE POST LIMITS: approx. 1.9 miles	
PROJECT DESCRIPTION: Design, Construction and Construction Engineering and Inspection for road reconstruction ane of Henry Smith Road from CR 108 to US 1.	า - 2
SPECIAL CONSIDERATIONS BY RECIPIENT:	
The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform accordance with the following schedule:	m in
b) Design to be completed by December 31, 2019. e) Construction contract to be let by October 1, 2020.	

* Tme Extension is granted only for circumstances beyond the Agency's control.

f) Construction to be completed by June 30, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Prior to advertisement: 1) signed and sealed plans (electronic, if possible) 2) Engineer's Estimate 3) email verifying CCNA is followed 4) Right of Way, Railroad and Utility Certification. 5) provide coordination documentation with CSX and coordination with FDOT Local Programs / Rail Office

Prior to concurrence: 1) Agency to submit name of lowest responsible / responsive bidder for Department verification 2) final bid documents 3) Agency's CEI selection

Deliverables: Development of design plans and design related activities, Construction related activities and Construction Engineering and Inspection (CEI) related activities. Progress Report submitted with invoice. A field review must be done prior to final reimbursment request processed ensuring that all deliverables have been met in accordance with the contract.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS:
Nassau County BOCC
The Honorable Justin Taylor, Chair
96135 Nassau Place, Ste 1
Yulee, Florida 32097

FINANCIAL PROJECT NUMBER: 438178-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or \$	or \$	or \$ 0.00
	\$ %	Ψ %	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$	\$	\$	\$ 0.00
Maximum Department Participation - (Insert Program Name)	%	or %	%	or 76
waximuli Department Faircipation - (macr.) rogiam Name)	\$	\$	\$	\$ 0.00
	%	%	%	%
Local Participation (Any applicable waiver noted in Exhibit "A")	or \$ 0.00	or \$ 0.00	or \$ 0.00	0r \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
Cash		\$	\$	\$ 0.00
Combination In-Kind/Cash	\$		1	5 O.OO
。可以如此,是在原始的自然是是自己的证据。如此的问题的问题是自然的。		\$ 0.00	\$ 0.00	\$0.00
Right of Way- Phase 44	\$ 0.00		%	¥0.00 %
Maximum Department Participation - (Insert Program Name)	%	or %	or 76	or 76
Wishing Department Fundipulation (Misorit Fogration Market)	\$	\$	\$	\$ 0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	or \$ 0,00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	OT	or \$ 0.00
	\$ %	\$	\$	\$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or 76	or	or	or
	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
医心管影片 医感性医感性医胆管 医人名德里德 经通常的的现在分词		电影的现在分词形式	学的工程的 各级的	500000 (199 3) (1993)
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	%	%	%	%
Maximum Department Participation - ()	or \$	or \$	or \$	or \$ 0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$	\$ %	\$ %	\$ 0.00
Maximum Department Participation - (Insert Program Name)	% or	or -	or 76	or
month population and parent month to make the manual	\$	\$	\$	\$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	%	%	%	% or
poor ; who have the state of th	or \$ 0.00	or \$ 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
				\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	4 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT EXHIBIT "B"

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SCHEDULE OF FINANCIAL ASSISTANCE

Design/Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$900,000.00
Design/Constituction/Oct - 1 mase 34		100	%	100%
Maximum Department Participation - (Small County Outreach	100% or	or %	or %	or
Program)	\$ 900,000.00	\$	\$	\$ 0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$	\$	\$	\$ 0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
Ya	\$	\$	\$	\$ 0.00
Local Destination (Any, applicable waiter potential Guidhit #AP)	%	%	%	%
Local Participation (Any applicable waiver noted in Exhibit "A")	OF	or	or	or
	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
(国) 医皇德德 医克兰基 化多碳 为产 医骨髓 多洲科 医医上线 医	aga si Teng pagaba		The treetha	Construction of the Constr
II. TOTAL PROJECT COST:	\$900,000.00	\$0.00	\$0.00	\$900,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans

District Grant Manager Name

Signature

pate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

and NASSAU COUNTY

PROJECT DESCRIPTION: design, construction and CEI for the road reconstruction of Henry Smith Road from CR 108 to US 1.

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

	Ву:	P,E.
SEAL:	Name:	
	Date:	

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOUR	RCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:
Awarding Agency:	Florida Department of Transportation
State Project Title and CSFA Number:	 ☐ County Incentive Grant Program (CIGP), (CSFA 55.008) ☑ Small County Outreach Program (SCOP), (CSFA 55.009) ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016) ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026) ☐ Insert Program Name, Insert CSFA Number
*Award Amount:	\$900,000.00
*The state award amou	unt may change with supplemental agreements
Specific project information	ation for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx
COMPLIANCE REQUAGREEMENT:	UIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
State Project https://apps.fldfs.com/f	Compliance Requirements for CSFA Number are provided at fsaa/searchCompliance.aspx
The State Projects Cor	mpliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

RESOLUTION NO. 2019- 33

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

WHEREAS, the Public Works Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Transportation Projects SCOP Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the road reconstruction of Henry Smith Road from CR108 to US1 (Financial Project ID No. 438178-1-54-01).

NOW, THEREFORE, BE IT RESOLVED, this 25th day of March 2019, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Small County Outreach Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorizing Josephine Craver, Development Review Engineer, Nassau County Engineering Services to execute the agreement electronically through the Docusign program on behalf of Justin Taylor, Chairman of the Nassau County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Justin Taylor, Chair

CERTIFIED TRUE COPY

EX-OFFICIO, Clerk of the Board of County Comm

Attest as to Chairman's signature:

Approved as to form by the Nassau County Attorney:

John A. Crawford

Its: Ex-Officio Clerk

MICHAEL S. WULLIN

To: kimberly.evans@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1757 4/10/2019

CONTRACT INFORMATION

Contract:	G1757		
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)		
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)		
Vendor Name:	NASSAU COUNTY BOARD OF COUNTY C		
Vendor ID:	F591863042053		
Beginning Date of This Agreement:	04/09/2019		
Ending Date of This Agreement:	06/30/2022		
Contract Total/Budgetary Ceiling:	ct = \$900,000.00		
Description:	Henry Smith Road from CR 108 to US 1		
The state of the s			

FUNDS APPROVAL INFORMATION FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/10/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AJ
Object Code:	751000
Amount:	\$900,000.00
Financial Project:	43817815401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	085576/19
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$900,000.00

Cm 2670-A1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

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SUPPLEMENTAL NO. 1	
CONTRACT NO. G1757	
FPN 438178-1-54-01	
Recipient: Nassau County	4/21/2022 6:01 PM EDT
This Supplemental Agreement ("Supplemental"), dated	anises from the desire to supplement the
State-Funded Grant Agreement ("Agreement") entered it	into and executed on 4-11-19 as identified above. All provisions in
the Agreement and supplements, if any, remain in effect	except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

- 1) Extend contract completion date from June 30, 2022 to June 30, 2023
- 2) Update Invoicing frequency from "quarterly" to "at least quarterly"
- 3) Update Conflict of Interest Language
- 4) Update Public Records Law Provision of the contract.

Reason for this Supplemental and supporting engineering and/or cost analysis:

1) Contract Time

Contract was originally executed on April 11, 2019 and had a completion date of June 30, 2022. This agreement will further extend contract completion date to June 30, 2023, based on the written request of Nassau County "Exhibit B". Schedule updates are provided in Exhibit A". No additional funds will be added.

2) Invoice Frequency

Nassau County is a fiscally constrained small county. As such, a three month period to wait to request reimbursement for construction costs creates an undue burden on the Agency. More frequent reimbursements when needed help reduce this financial burden.

3) Conflict of Interest

The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

525-010-60 PROGRAM MANAGEMENT 12/18 Page 2 of 3

plans for compliance with all applicable standards of the Department, as provided in Exhibit "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement.

The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

4) Update Public Records Language

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2 386-758-3727

D2prcustodian@ dot.State.FL.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

PROGRAM MANAGEMENT 12/18

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:

Nassau County

Name:Jeff Gray Title: Vice Chair

STATE OF FLORIDA **DEPARTMENT OF TRANSPORTATION**

DocuSigned by:

Greg Evans

Name: Greg Evans Title: District Secretary

Legal Review:

DocuSigned by:

Angela Hensel

Alt Form 525-010-608A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0A PROGRAM MANAGEMENT 05/21

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438178-1-54-01
This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Nassau County (the Recipient)
PROJECT LOCATION:
☐ The project is on the National Highway System.
☐ The project is on the State Highway System.
PROJECT LENGTH AND MILE POST LIMITS: Approximately 1.9 miles
PROJECT DESCRIPTION: Henry Smith Road from CR 108 to US 1
SPECIAL CONSIDERATIONS BY RECIPIENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.
The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:
Design to be completed by May 15, 2022 Construction to be let by August 30, 2022 Construction to be completed by May 30, 2023 Grant to be completed by June 30, 2023

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Exhibit B



Nassau County Engineering Services 96161 Nassau Place Yulee, FL 32097 Robert T. Companion, PE County Engineer

January 10, 2022

Ms. Kimberly Evans
Florida Department of Transportation
1109 South Marion Ave
MS 2014
Lake City, FL 32025

Re: SCOP Funding

Henry Smith Road from CR 108 to US 1 Financial Project ID: 438178-I-54-01 Request for Time Extension

Dear Ms. Evans:

A project agreement between the Florida Department of Transportation (FDOT) and Nassau County for improvements to Henry Smith Road from CR-108 to US-1 began on April 11, 2019 with an original construction completion date of June 30, 2022.

The project is currently in the design phase at 90% plans completion. We have had significant delays for the Henry Smith project design due to the 404 permitting through FDEP. Although originally requested in May of 2021, our field review meeting has been scheduled with FDEP on January 26th, 2022. After that meeting the permitting, plans, and procurement process will have to happen before construction begins. Nassau County requests an extension of the grant time to June 30, 2023 to allow for completion of the project.

We appreciate your consideration of the time extension as we eagerly work to complete this project. Please do not hesitate to reach out to me should you have any questions or concerns.

Sincerely,

Robert T. Companion, PE County Engineer

CC: Taco E. Pope, AICP- Nassau County Manager

YULEE (904) 530-6225 FAX (904) 491-3611

CM2670.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 01/18

FPN: 43817	8-1-54-01	Fund: SCOP Org Code: 55024010206	FLAIR Category: 085576 FLAIR Obj: 751000
EDN:		37. 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
FPN:		Fund:Org Code;	FLAIR Category:FLAIR Obj:
		0.8 0000.	1001.00
FPN:		Fund:	FLAIR Category:
		Org Code:	FLAIR Obj:
County No:		Contract No: 6/13/	Vendor No:
by and between	een the State of Florida De		(This date to be entered by DOT only) artment"), and NASSAU COUNTY, ("Recipient") t as a "Party" and collectively as the "Parties".
agree to the	following:		from joint participation on the Project, the Partie
		authorized to enter into this Agreer tory authority for the program(s) be	ment pursuant to Sections 334.044, 334.044(7) low):
□ S	ection 339,2817 Florida St	atutes, County Incentive Grant Pro	gram (CIGP), (CSFA 55.008)
⊠ S	ection 339.2818 Florida St	atutes, Small County Outreach Pro	gram (SCOP), (CSFA 55.009)
□ s	ection 339.2816 Florida St	atutes, Small County Road Assista	nce Program (SCRAP), (CSFA 55.016)
□ s	ection 339.2819 Florida St	atutes, Transportation Regional Inc	centive Program (TRIP), (CSFA 55.026)
	sert Legal Authority, Inser	t Funding Program Name, Insert C	CSFA Number
			n, a copy of which is attached as Exhibit "E" uthorized its officers to execute this Agreement

3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

FROGRAM MANAGEMENT

Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- a. The estimated cost of the Project is \$900,000.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$900,000,00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-6 PROGRAM MANAGEMEN

- Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- III. Department approval of the Project scope and budget at the time appropriation authority becomes

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F — Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

if the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, fallure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(a) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the Invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- I. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- J. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- I. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

excludes general overhead).

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this

a. The Recipient must obtain written approval from the Department prior to performing itself (through the

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient falls to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

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commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes it shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Fallure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall cartify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- 10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its Intent to:
 - Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - Ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of

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construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in Exhibit "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- 11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

 The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient 						
	Department right-or-way, the Recipient	☐ shall				
		Shall no	t			
		D			-6 4 84	- 1/4-0-1-1-1

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project Improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "E". This provision will survive termination of this Agreement.

- 12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-

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site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering Into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - I. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement Indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iII. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, In a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fiorida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - I. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment-eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement.

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

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- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/les and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a walver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/les, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a walver of any rights the Department may have.
- When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/les procured above.

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- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to Incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. Exhibit and Attachment List

DocuSign Envelope ID: B5A28242-C598-4F48-ABFB-84809F66A980

DocuSign Envelope iO: BD49D621-2473-4EBB-8263-CC29F1B6ED57

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Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F - Contract Payment Requirements

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

By: Justin Taylor	By: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Bosusigned by: Graf Evalus Graf Branch G
Name: Chali r	Name: District Secretary 4/11/19
	By: Name: Legal Review: Docustaned by: Mulissa Blackwill Me997553408742ckwell

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

PROGRAM!

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES
FPN: 438178-1-54-01
This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and
NASSAU COUNTY (the Recipient)
PROJECT LOCATION:
☐ The project is on the National Highway System.
☐ The project is on the State Highway System.
PROJECT LENGTH AND MILE POST LIMITS: approx. 1.9 miles
PROJECT DESCRIPTION: Design, Construction and Construction Engineering and Inspection for road reconstruction - 2 lane of Henry Smith Road from CR 108 to US 1.
SPECIAL CONSIDERATIONS BY RECIPIENT:
The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- b) Design to be completed by December 31, 2019.
- e) Construction contract to be let by October 1, 2020.
- f) Construction to be completed by June 30, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Prior to advertisement: 1) signed and sealed plans (electronic, if possible) 2) Engineer's Estimate 3) email verifying CCNA is followed 4) Right of Way, Railroad and Utility Certification. 5) provide coordination documentation with CSX and coordination with FDOT Local Programs / Rail Office

Prior to concurrence: 1) Agency to submit name of lowest responsible / responsive bidder for Department verification 2) final bid documents 3) Agency's CEI selection

Deliverables: Development of design plans and design related activities, Construction related activities and Construction Engineering and Inspection (CEI) related activities. Progress Report submitted with Invoice. A field review must be done prior to final reimbursment request processed ensuring that all deliverables have been met in accordance with the contract.

^{*} Tme Extension is granted only for circumstances beyond the Agency's control.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:

Nassau County BOCC
The Honorable Justin Taylor, Chair
96135 Nassau Place, Ste 1
Yulee, Florida 32097

FINANCIAL PROJECT NUMBER: 438178-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or \$	% or \$	or S	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insart Program Name)	% or \$	or \$	or \$	% or \$ 0.00
Local Participation (Any applicable weiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
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Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	% or \$ 0.00
Meximum Department Participation - (Insert Program Name)	% or s	% or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or s	or \$	or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
THE PARTY OF THE P	130,500 100,00	**********	200	TO ANGLE A
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ()	or \$	or \$	or \$	or \$ 0.00
Asximum Department Participation - (Insert Program Name)	or \$	or s	or \$	% or \$ 0.00
laximum Department Participation - (Insert Program Name)	or s	% or s	or \$	% or \$ 0.00
ocal Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash ·	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	s	\$	\$ 0.00

CM2670_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

525-910-60 PROGRAM MANAGEMENT 89/17 Page 2 of 2

Design/Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$900,000.00
Maximum Department Participation - (Small County Outreach Program)	100% or \$ 900,000.00	or \$	or \$	100% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	or \$	or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
	4444 (4.574)		The second	(1) 10 mm (1) 1
II. TOTAL PROJECT COST:	\$900,000.00	\$0.00	\$0.00	\$900,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 218.3475, FLORIDA STATUTES:
I certify that the cost for each fine item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
District Grant Manager Name

4/11/10

Signature

CM2670

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT Between THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION and NASSAU COUNTY

PROJECT DESCRIPTION: design, construction and CEI for the road reconstruction of Henry Smith Road from CR 108 to US 1.

FPID#: 438178-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant	Agreement, the undersigned
provides notification that the work authorized by this Agreement is complete	as of . 20 .
Ву:	
Name:	
THE ITE	
Title:	
NO. COLOR	

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

	Ву:	P.E.
SEAL:	Name:	
	Date:	

CM2670

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-018-6 PROGRAM MANAGEMEN 09/1 Page 1 of

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOUR	RCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:		
Awarding Agency:	Florida Department of Transportation		
State Project Title and CSFA Number:	☐ County Incentive Grant Program (CIGP), (CSFA 55.008) Small County Outreach Program (SCOP), (CSFA 55.009) Small County Road Assistance Program (SCRAP), (CSFA 55.016) Transportation Regional Incentive Program (TRIP), (CSFA 55.026) Insert Program Name, Insert CSFA Number		
*Award Amount:	\$900,000.00		
*The state award amo	unt may change with supplemental agreements		
Specific project information	ation for CSFA Number is provided at: https://apps.fidfs.com/fsaa/searchCatalog.aspx		
COMPLIANCE REQUAGREEMENT:	JIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS		
State Project https://apps.fldfs.com/f	Compliance Requirements for CSFA Number are provided at: saa/searchCompliance.aspx		

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

CM2670

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

\$25-010-60 PROGRAM MANAGEMENT 09/17 hape 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: B5A28242-C598-4F48-ABFB-84809F66A980

DocuSign Envelope ID: BD490521-2473-4EBB-8263-CC29F1B5ED57

GM2670

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

526-010-6 PROGRAM MANAGEMEN 09/1 Page 1 of

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entitles are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

RESOLUTION NO. 2019- 33

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

WHEREAS, the Public Works Director has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Transportation Projects SCOP Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the road reconstruction of Henry Smith Road from CR108 to US1 (Financial Project ID No. 438178-1-54-01).

NOW, THEREFORE, BE IT RESOLVED, this 25th day of March 2019, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Small County Outreach Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorizing Josephine Craver, Development Review Engineer, Nassau County Engineering Services to execute the agreement electronically through the Docusign program on behalf of Justin Taylor, Chairman of the Nassau County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Justin Taylor, Chair

CERTIFIED TRUE COPY

EX-OFFICIO, Clerk of the Board of County Comm

DocuSign Envelope ID: 85A28242-C598-4F48-ABFB-84809F66A980

Resolution 2019-33

Attest as to Chairman's signature:

Approved as to form by the Nassau County Attorney:

John N. Crawford

Its: Ex-Officio Clerk

MICHAEL S. MULLIN

DocuSign Envelope ID: B5A28242-C598-4F48-ABFB-84809F66A980

To: kimberly.evans@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1757

4/10/2019

CONTRACT INFORMATION

Contract:	G1757	
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)	
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)	
'Vendor Name:	NASSAU COUNTY BOARD OF COUNTY C	
Vendor ID:	F591863042053	
Beginning Date of This Agreement:	04/09/2019	
Ending Date of This Agreement:	06/30/2022	
Contract Total/Budgetary Celling:	ct = \$900,000.00	
Description:	Henry Smith Road from CR 108 to US 1	

FUNDS APPROVAL INFORMATION FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/10/2019

Action:	Original	
Reviewed or Approved:	APPROVED	
Organization Code:	55024010206	
Expansion Option:	AJ	
Object Code:	751000	
Amount:	\$900,000.00	
Financial Project	43817815401	
Work Activity (FCT):	215	
CFDA:		
Fiscal Year:	2019	
Budget Entity:	55150200	
Category/Category Year:	085576/19	
Amendment ID:	0001	
Sequence:	00	
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	

Total Amount: \$900,000.00

RESOLUTION NO. 2022-097

A RESOLUTION AUTHORIZING THE EXECUTION OF THE SUPPLEMENTAL AGREEMENT #1 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County, Florida regarding reconstruction of Henry Smith from CR 108 to US 1 in Nassau County, Florida (Financial Project ID No. 438178-1-54-01).

NOW, THEREFORE, BE IT RESOLVED, this 11th day of April by the Board of County Commissioners of Nassau County, Florida as follows:

1. The State Funded Grant Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

> BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Attest as to Chairman's signature:

Approved as to form by the Nassau County Attorney:

John A. Crawford Its: Ex-Officio Clerk

Certificate Of Completion

Envelope Id: D60F1D261B8C4F96A7F1BBC54DB1861E

Subject: Please DocuSign: 438178-1 SA#1 Henry Smith Rd.pdf

Contract Number (ex. C9A12, optional): G1757 Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 438178-1-54-01

Office (contact Procurement if add is needed):

Local Programs HR Action?: No Source Envelope:

Document Pages: 30 Signatures: 2 Certificate Pages: 2 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator: Kimberly Evans 605 Suwannee Street

Status: Completed

MS 20

Tallahassee, FL 32399-0450 kimberly.evans@dot.state.fl.us IP Address: 156.75.252.6

Sent: 4/20/2022 4:11:57 PM

Viewed: 4/21/2022 3:54:46 PM

Signed: 4/21/2022 4:00:32 PM

Sent: 4/21/2022 4:00:33 PM

Viewed: 4/21/2022 6:00:57 PM

Signed: 4/21/2022 6:01:07 PM

Record Tracking

Status: Original Holder: Kimberly Evans Location: DocuSign

angela Hensel

DocuSigned by:

Greg Evans

8A93B2A03EC34AA..

4/20/2022 4:09:18 PM kimberly.evans@dot.state.fl.us

Signer Events Signature **Timestamp** DocuSigned by:

Angela Hensel angela.hensel@dot.state.fl.us **District Legal Counsel**

Florida Department of Transportation

Security Level: Email, Account Authentication

(None), Login with SSO

Signature Adoption: Pre-selected Style

Signed by link sent to angela.hensel@dot.state.fl.us

Using IP Address: 156.75.252.6

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Greg Evans greg.evans@dot.state.fl.us

D2 Secretary

FLDOT

Security Level: Email, Account Authentication

(None)

Signed by link sent to greg.evans@dot.state.fl.us

Using IP Address: 156.75.252.6

Signature Adoption: Pre-selected Style

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/20/2022 4:11:57 PM
Certified Delivered	Security Checked	4/21/2022 6:00:57 PM
Signing Complete	Security Checked	4/21/2022 6:01:07 PM
Completed	Security Checked	4/21/2022 6:01:07 PM
Payment Events	Status	Timestamps

APPENDIX F

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT EXEMPTION LETTER



FLORIDA DEPARTMENT OF **Environmental Protection**

Northeast District 8800 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

February 16, 2022

Robert Companion, Nassau County Engineering 96161 Nassau Place Yulee, FL 32097 rcompanion@nassaucountyfl.com

File No. 45-400919-001-SFG, Nassau County

Dear Mr. Companion:

On March 19, 2021, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-331.217, Florida Administrative Code (F.A.C.), to resurface Henry Smith Road from CR 108 to North Kings Road, replace two cross drains in-kind, in order to allow the same capacity, and install concrete flumes along the sides of the two new proposed headwalls and one existing headwall, resulting in 0.01 acres (435.6 sq ft) of seepage slope impacts, within Hilliard Branch, a branch of the St. Mary's River, a Class III Florida waterbody. The activities authorized by this permit are located at Henry Smith Road, from County Road 108 to North Kings Road, Hilliard Florida, 32046, in Section 15, Township 3 North, Range 24 East in Nassau County. Works authorized by this permit will begin at latitude: 30° 40′ 32.5479″ North / longitude: -81° 54′ 16.2596″ West and will continue southwest, terminating at latitude: 30° 40′ 8.7913″ North / longitude: -81° 55′ 44.2085″ West.

Your intent to use a general permit has been reviewed by Department staff for State 404 Program authorization. **Your project qualifies for authorization**. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

State 404 Program Review - Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-331.217, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-331.201, F.A.C., the conditions of Rule 62-331.217, F.A.C. (attached), and any specific conditions, below. Any deviations from these conditions may subject the permittee to enforcement action and possible penalties. Please read each section carefully.

Please be advised that the construction phase of the GP must be completed by December 22, 2025. State 404 Program permits cannot be extended or renewed.

Specific Conditions

1. The reporting address for any submittals required herein for compliance or as a requirement of the Regional General Permit shall be submitted to the Department. Submittals shall be made electronically (via e-mail, CD or DVD, or through a file transfer site) when practicable and shall include the permittee's name and permit number 10-0397026-001-SFG Email

File No: 45-400919-001-SFG

Page 2 of 24

submittals shall be sent to <u>DEP_NED@floridadep.gov</u> with a subject line of "Compliance: permit number 10-0397026-001-SFG, or by mail to:

Department of Environmental Protection Northeast District ATTN: Compliance Assurance (ERP) 8000 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256

- 2. This permit does not authorize the removal of any vegetation within the jurisdictional area outside the limits of the permits. No dredging, filling, or other construction activity, including the removal of tree stumps and/or vegetative root masses, shall be conducted within the wetlands other than that performed within the specifically authorized work corridor.
- 3. Outside the specific limits of construction authorized by this permit, any disturbance of or damage to wetlands shall be corrected by restoring pre-construction elevations as to maintain natural hydrology, drainage patterns, and planting vegetation of the same species, size, and density that exist in adjacent undisturbed wetland areas.
- 4. There shall be no storage or stockpiling of tools, equipment, materials (e.g., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state unless specifically approved in this permit. Any and all construction debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized by this permit.
- 5. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit in accordance with rule 62-331 F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- 6. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required changes must be approved through a new authorization prior to implementing the changes.
- 7. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of the ambient turbidity levels of the surrounding Outstanding Florida Waters. Methods shall include but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, F.A.C.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

File No: 45-400919-001-SFG

Page 3 of 24

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399- 3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

File No: 45-400919-001-SFG

Page 4 of 24

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62- 110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399- 3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

File No: 45-400919-001-SFG

Page 5 of 24

EXECUTION AND CLERKING

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Katie Miller

Katie Sula Miller

Environmental Manager

Enclosures: 62-331.217, F.A.C.

General Conditions for All General Permits, Ch. 62-331.201, F.A.C.

62-330.405 General Conditions for All General Permits

Project drawings, 19 pages

Certification of Compliance with State 404 Program General Permit, form 62-331.200(1)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Charles Waller, Agent, cwaller@petersandyaffee.com

Jonathan Summerfield, Environmental Resource Solutions, jsummerfield@ses-grp.com

David Yow, Environmental Resource Solutions, dyow@ses-grp.com

Tom Kallemeyn, FDEP NED

Katie Miller, FDEP NED

Kathryn Craver, FDEP NED

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

February 16, 2022

Date

File No: 45-400919-001-SFG

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Rule 62-331.217, F.A.C. General Permit for Linear Transportation Projects

- (1) This general permit authorizes the following activities:
- (a) Activities required for crossings of state-assumed waters associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in state-assumed waters.
 - 1. The activity cannot cause the loss of greater than 1/2-acre of state-assumed waters.
- 2. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- (b) Temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project.
- 1. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and fill, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites.
- 2. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows.
- 3. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.
 - 4. The areas affected by temporary fills must be revegetated.
 - (2) This general permit does not authorize:
- (a) Non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.
- (b) Activities within the Belle Meade South area bounded by I-75 to the north, CR 951 to the west, Miller Canal to the east, and U.S. 41 to the south in Collier County.
 - (c) Activities within Golden Gate Estates, south of Alligator Alley in Collier County.
- (d) Activities within Golden Gate Estates, that together with other activities exceed 0.5 acres of dredging or filling within Golden Gate Estates north of Alligator Alley in Collier County.
- (3) The permittee must submit a notice of intent to use this general permit to the agency prior to commencing the activity if:
 - (a) The loss of state-assumed waters exceeds 1/10-acre.
 - (b) There is dredging or filling in a special aquatic site, including wetlands.
 - (c) The project is in the following rivers, creeks, and their tributaries.
 - 1. Escambia River
 - 2. Yellow River
 - 3. Shoal River
 - 4. Choctawhatchee River
 - 5. Chipola River
 - 6. Apalachicola River
 - 7. Ochlockonee River
 - 8. Santa Fe River
 - 9. New River (Bradford and Union County line)
 - 10. Econfina Creek.
- (4) For activities that require notice of intent to use this general permit, the notice must include any other general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require authorization but do not require submittal of a notice of intent.
- (5) For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of the general permit authorization.

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(6) The Agency shall require mitigation, when necessary, to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects.

Editor notes: The effective date of the rule will be the effective date of assumption, which is the date identified by EPA as published in the Federal Register §373.4146, F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.4131, 373.414(9), 373.4145, 373.4146(2), 403.805(1) FS. Law Implemented 373.118, 373.129, 373.136, 373.413, 373.4131, 373.414, 373.4145, 373.4146, 373.416, 373.422, 373.423, 373.429 FS. History—New 12-22-20.

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Conditions for General Permits - Rule 62-331.201, F.A.C.

- (1) General permits shall be subject to the conditions in subsections (2) and (3), below, and the general conditions for all general permits in Rule 62-330.405, F.A.C., except subsections 62-330.405(7) and (10), F.A.C. The Agency may revise the general conditions in Rule 62-330.405, F.A.C. to include references to applicable rules under this Chapter, as necessary.
- (2) When a project requires submittal of a notice of intent to use a general permit, the Agency shall impose specific conditions as necessary to assure that the activities will be conducted in compliance with this Chapter, and in a manner which minimizes adverse impacts upon the physical, chemical, and biological integrity of wetlands or other surface waters, such as mitigation, monitoring, reporting, or recordkeeping requirements and protection measures for listed species or historical resources.
- (3) In addition, general permits under this Chapter are subject to the following conditions:
- (a) Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing shall be designed and constructed to minimize adverse effects to aquatic life movements.
- (b) Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
- (c) Migratory Bird Breeding Areas. Activities in state-assumed waters that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
- (d) Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by general permits in Rule 62-331.211 or 62-331.244, F.A.C., or is a shellfish seeding or habitat restoration activity authorized by the general permit in Rule 62-331.225, F.A.C.
- (e) Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or fill must be free from toxic pollutants in toxic amounts as listed in section 307 of the CWA, which is incorporated by reference in subparagraph 62-331.053(3)(a)3., F.A.C., or state law.
- (f) Water Supply Intakes. No activity may occur within 1000 feet of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

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(g) Fills Within 100-year Floodplains. The activity shall comply with applicable FEMA-approved state or local floodplain management requirements.

- (h) Single and Complete Project. The activity must be a single and complete project. The same general permit cannot be used more than once for the same single and complete project unless otherwise stated within the general permit. (See 404 Handbook, section 3.2.1).
- (i) Wild and Scenic Rivers. No general permit activity may occur in a component of the National Wild and Scenic Rivers System, or in a river officially designated by Congress as a study river for possible inclusion in the System while the river is in an official study status, unless the appropriate federal agency with direct management responsibility for such river has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
- (j) Tribal Rights. No general permit activity may cause more than minimal adverse effects on tribal rights (including treaty rights, settlement rights, or rights reserved under state or federal law), protected tribal resources (including cultural or burial resources off reservation), tribal waters, or to tribal lands.
- (k) Listed species. No activity is authorized under any general permit which is likely to directly or indirectly jeopardize the continued existence of an endangered or threatened species or a species proposed for such designation, or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any general permit which may affect a listed species or critical habitat, unless the Agency has consulted with, or been provided technical assistance by the Florida Fish & Wildlife Conservation Commission, the U.S. Fish & Wildlife Service, and the National Marine Fisheries Service under their respective authorities and appropriate measures to address the effects of the proposed activity have been implemented or are required as a specific condition to the general permit.
- (l) Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 712 (2018), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12068), and the Bald and Golden Eagle Protection Act, 16 U.S.C. §§ 668 668(d) (2018), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12069). The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether incidental take permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.
- (m) Historic Properties. In cases where the Agency determines, based on information from SHPO, that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized until a determination of "no effect" or "no adverse effect" is provided by SHPO.

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(n) Manatees. In waters that are accessible to manatees, the permittee shall follow the "Standard Manatee Conditions for In-Water Work (2011)", incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12070).

- (o) Sea turtles, smalltooth sawfish, Gulf sturgeon, or shortnose sturgeon. In waters that are accessible to these species, the permittee shall follow the "Sea Turtle and Smalltooth Sawfish Construction Conditions" (March 23, 2006), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12071).
- (p) Use of Multiple General Permits. The use of more than one general permit under this Chapter for a single and complete project is prohibited, except when specified within a specific general permit, or when the acreage loss of state-assumed waters authorized by the general permits does not exceed the acreage limit of the general permit with the highest specified acreage limit.
- (q) Transfer of General Permit Verifications. If the permittee sells the property associated with the general permit verification, the permittee shall transfer the general permit verification to the new owner by submitting a completed Form 62-331.100(1) "Transfer of State 404 Program General Permit Verification" (effective date), incorporated by reference in subsection 62-331.100(2), F.A.C., within 30 days of the sale, to the Agency that processed the original notice.
- (r) Compliance Certification. Each permittee who receives a general permit verification letter under this Chapter must submit a completed Form 62-331.200(1) "Certification of Compliance with a State 404 Program General Permit" (effective date), incorporated by reference in subsection 62-331.200(4), F.A.C., within 30 days of completion of the authorized activity, or the implementation of any required compensatory mitigation, whichever is later.
- (s) Activities Affecting Structures or Work Built by the United States. If an activity also requires permission from the Corps pursuant to 33 U.S.C. § 408 because it will alter or temporarily or permanently occupy or use a Corps federally authorized Civil Works project, the prospective permittee is responsible for obtaining such permission separately from the Corps prior to commencing activities authorized by the general permit.
- (t) If during the ground disturbing activities and construction work within the permit area, there are archaeological or cultural materials encountered which were not the subject of a previous cultural resources assessment survey or to which such impacts were not anticipated, including but not limited to pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement; the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Agency within the same business day. The Agency shall then notify the State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) or tribe when the interested tribe does not have a THPO, to assess the significance of the discovery and devise appropriate actions.

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(u) Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries or effects to historic properties as referenced in accordance with condition (t), above, and if deemed necessary by the SHPO, or THPO(s), Tribes, or Agency. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Agency may modify, suspend, or revoke the permit in accordance with Rule 62-331.080, F.A.C. Such activity shall not resume without written authorization from the SHPO and THPO(s), or tribe when the interested tribe does not have a THPO, concerning potential effects to cultural resources or historic properties for finds under their jurisdiction, and from the Agency.

- (v) In the event that unmarked human remains are identified, they shall be treated in accordance with Section 872.05, F.S. All work and ground-disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Agency, and State Archaeologist within the same business day. The Agency shall then notify the appropriate SHPO and THPO(s) and appropriate tribes and other appropriate consulting parties. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Agency may modify, suspend, or revoke the permit in accordance with Rule 62-331.080, F.A.C. Such activity shall not resume without written authorization from the medical examiner, State Archaeologist, and from the Agency. Additionally, if the unmarked remains were identified on federal lands, or lands where the Archaeological Resources Protection Act, 16 U.S.C. §§ 470aa – 470mm (2018), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12072), or the Native American Graves Protection Repatriation 25 U.S.C. §§ 3001-3013 (2018), incorporated by reference herein (https://www.flrules.org/Gateway/reference.asp?No=Ref-12073), applies, such activity shall not resume without written authorization from the SHPO, the appropriate THPO(s), and the federal land manager.
- (w) Noncompliance. The permittee shall timely notify the Agency of any expected or known actual noncompliance.
- (x) Inspection and entry. The permittee shall allow the Agency, upon presentation of proper identification, at reasonable times to:
- 1. Enter upon the permittee's premises where a regulated activity is located or where records must be kept under the conditions of the permit,
- 2. Have access to and copy any records that must be kept under the conditions of the permit,
- 3. Inspect operations regulated or required under the permit, and
- 4. Sample or monitor, for the purposes of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.
- (y) The permittee shall comply with all conditions of the permit, even if that requires halting or reducing the permitted activity to maintain compliance. Any permit violation constitutes a violation of Part IV of Chapter 373, F.S., and this Chapter, as well as a violation of the CWA.
- (z) The permittee shall take all reasonable steps to prevent any unauthorized dredging or filling in violation of this permit.

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(aa) Upon Agency request, the permittee shall provide information necessary to determine compliance status, or whether cause exists for permit modification, revocation, or termination.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.4131, 373.414(9), 373.4145, 373.4146(2), 403.805(1) FS. Law Implemented 373.118, 373.129, 373.136, 373.413, 373.4131, 373.414, 373.4145, 373.4146, 373.416, 373.422, 373.423, 373.429 FS. History – New 12.22.2020.

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62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) Not applicable.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

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- (10) Not applicable.
- (11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007*), available at https://www.flrules.org/Gateway/reference.asp?No=Ref-04227, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.
- (12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
- (13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
- (14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
- (15) Except where specifically authorized in the general permit, activities must not:

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(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.
- (16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.
- (17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
- (18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
- (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
- (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.
- (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
- (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at

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ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

- (19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
- (20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History–New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-18.



COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS SIGNING AND PAVEMENT MARKING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO. SHEET DESCRIPTION KEY SHEET TYPICAL SECTION SUMMARY OF DRAINAGE STRUCTURES PROJECT LAYOUT GENERAL NOTES 8 - 9 ROADWAY PLAN 10 - 28 29 - 30 SPECIAL DETAILS DRIVEWAY SPECIAL DETAILS DITCH PAVEMENT & RIPRAP 32 - 35 SPECIAL DETAILS GUARDRAIL DRAINAGE STRUCTURES 36 - 37 STORMWATER POLLUTION PREVENTION PLAN TEMPORARY TRAFFIC CONTROL PLANS 38 - 39 40 - 44 50-1 - 50-17 SUMMARY OF QUANTITIES

GOVERNING STANDARDS AND SPECIFICATIONS: Florida Department of Transportation, 2021-22 Standard Plans for Road and Bridge construction and revised Index Drawings as appended herein, and FDOT 2021 Standard Specifications for Road and Bridge Construction, and Nassau County Ordinance 20-07 as amended by Contract Documents.

The Standard Plans for Road and Bridge Construction are available at the following web site: www.fdot.gov/design/standardplans/

FDOT Standard Specifications for Road and Bridge Construction are available at the following website: www.fdot.gov/programmanagement/Implemented/SpecBooks

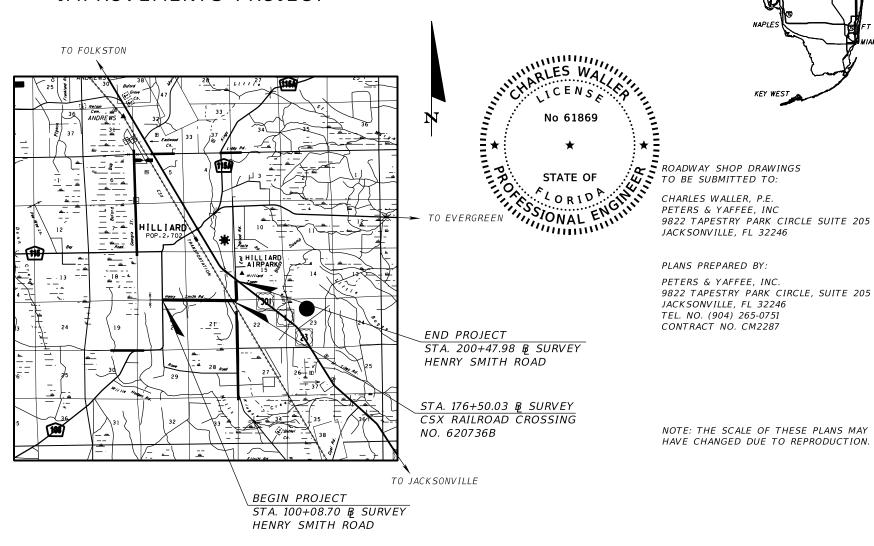
BOARD OF COUNTY COMMISSIONERS

JOHN F. MARTIN - DISTRICT 1
AARON C. BELL - DISTRICT 2
JEFF GRAY - DISTRICT 3
THOMAS R. FORD - DISTRICT 4
KLYNT A. FARMER - DISTRICT 5

NASSAU COUNTY ENGINEERING

CONTRACT PLANS

HENRY SMITH ROAD IMPROVEMENTS PROJECT



PENSACOLA

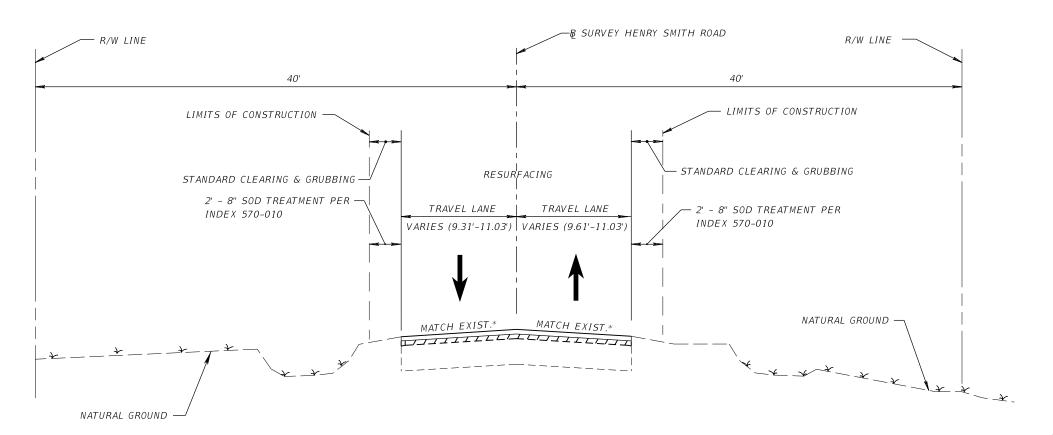
PROJECT LOCATION

NASSAU COUNTY PROJECT MANAGER: ROBERT T. COMPANION, P.E.

<i>ROADWAY</i>	PLANS			
ENGINEER	OF RECORD:	CHARLES	WALLER,	P.E.

LAUDERDALE

P.E. NO.: 61869



TYPICAL SECTION HENRY SMITH ROAD

STA. 100+08.70 TO STA. 176+31.29 STA. 176+73.32 TO STA. 200+47.98

TRAVEL LANES

MILL EXISTING ASPHALT PAVEMENT (0.5" DEPTH)
STRUCTURAL COURSE SP-9.5 (TRAFFIC B) 1.5"

*NOTES:

1. LANE WIDTH MINIMUMS AND MAXIMUMS ARE AS FOLLOWS:

EASTBOUND DIRECTION:

MINIMUM LANE WIDTH: 9.61'
MAXIMUM LANE WIDTH: 11.03'

WESTBOUND DIRECTION:

MINIMUM LANE WIDTH: 9.31'
MAXIMUM LANE WIDTH: 11.03'

2. SEE OVERBUILD AND RESURFACING DETAILS FOR EASTBOUND AND WESTBOUND LANES.

EXIST. GUARDRAIL TO BE REMOVED PROPOSED GUARDRAIL SEE PLAN SHEETS EXIST. MISC. ASPHALT EXIST. PAVEMENT EXIST. BASE WIDTH VARIES WIDTH VARIES EDGE OF TRAVEL LANE TOP OF PROP. STRUCTURAL COURSE SP-9.5 EXIST. STABILIZATION EXIST. STABILIZATION

PAVED SHOULDER

SHOULDER WITH GUARDRAIL DETAIL

(RIGHT SIDE IS MIRROR IMAGE)
NTS

NOTE: SEE DRAINAGE STRUCTURE CROSS SECTIONS AND DETAILS FOR CROSS DRAIN LOCATIONS.

REVISIONS DATE DESCRIPTION DATE DESCRIPTION

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

TYPICAL SECTION

SHEET NO.

dmanya 5/9/2021 7:02:58 PM

TRAFFIC DATA (HENRY SMITH ROAD)

ESTIMATED OPENING YEAR = 2021 AADT = 1804 ESTIMATED DESIGN YEAR = 2041 AADT = 2681

FROM STA. 100+08.70 TO STA. 123+90.90

FROM STA. 123+90.90 TO STA. 200+84.38

DESIGN SPEED = 40 MPH POSTED SPEED = 35 MPH

DESIGN SPEED = 50 MPH

POSTED SPEED = 45 MPH

CLEAR ZONE = 18 FT

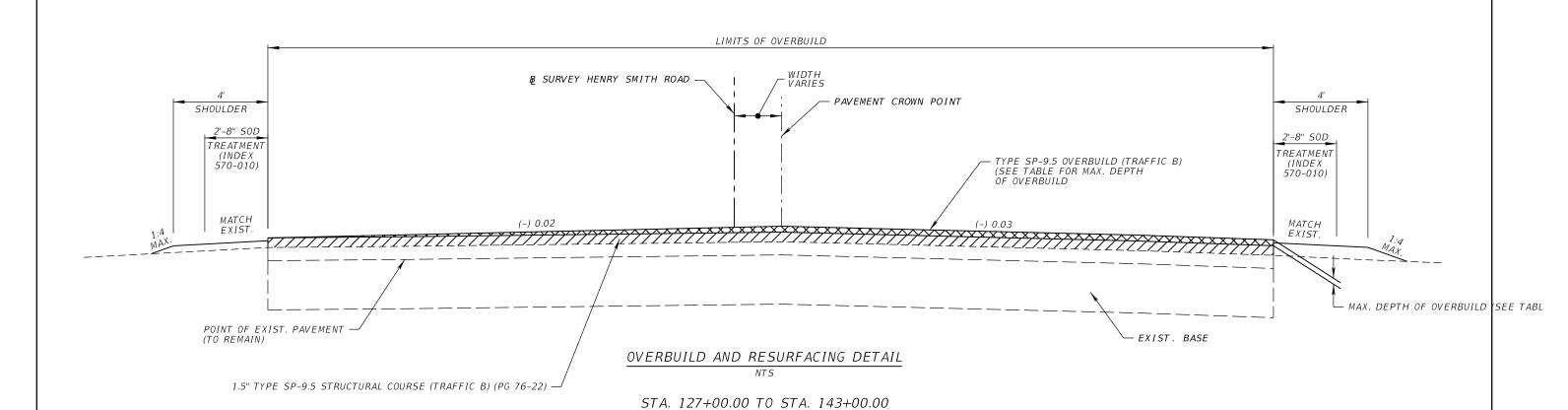
 $CLEAR\ ZONE = 6\ FT$

D=54.5% T=4.5% (24 HOUR)

CURRENT YEAR

K = N/A

 $= 2020 \quad AADT = 1769$



OVERBUILD DETAILS											
	LOCATION	EXIST. SLOPE (%)		PROPOSED SLOPE (%)		MAX. DEPTH OF	WIDTH OF OVERBUILD	AREA OF OVERBUILD			
STATION	LANE	EB	WB	EB	WB	OVERBUILD (IN.)	(FT.)	(SQ. FT.)			
	EASTBOUND AND WESTBOUND	0.02	1.87	(-)3.0	(-)2.0	4.6	VARIES	4.0			
127+00.00 128+00.00	EASTBOUND AND WESTBOUND	(-)2.77	(-)1.13	(-)3.0	(-)2.0	1.1	VARIES	1.3			
129+00.00	EASTBOUND AND WESTBOUND	(-)3.15	(-)0.82	(-)3.0	(-)2.0	1.7	VARIES	2.1			
130+00.00	EASTBOUND AND WESTBOUND	(-)3.55	(-)0.04	(-)3.0	(-)2.0	4.2	VARIES	5.3			
131+00.00	EASTBOUND AND WESTBOUND	(-)2.50	(-)0.12	(-)3.0	(-)2.0	1.7	VARIES	2.7			
132+00.00	EASTBOUND AND WESTBOUND	(-)2.31	0.09	(-)3.0	(-)2.0	2.6	VARIES	2.9			
133+00.00	EASTBOUND AND WESTBOUND	(-)2.89	(-)0.37	(-)3.0	(-)2.0	1.9	VARIES	2.2			
134+00.00	EASTBOUND AND WESTBOUND	(-)1.33	0.57	(-)3.0	(-)2.0	3.1	VARIES	3.0			
135+00.00	EASTBOUND AND WESTBOUND	(-)2.44	0.07	(-)3.0	(-)2.0	2.5	VARIES	2.8			
136+00.00	EASTBOUND AND WESTBOUND	(-)2.05	(-)0.13	(-)3.0	(-)2.0	2.2	VARIES	2.3			
137+00.00	EASTBOUND AND WESTBOUND	(-)1.66	0.22	(-)3.0	(-)2.0	2.6	VARIES	2.6			
138+00.00	EASTBOUND AND WESTBOUND	(-)3.00	0.02	(-)3.0	(-)2.0	2.5	VARIES	3.2			
139+00.00	EASTBOUND AND WESTBOUND	(-)2.38	0.00	(-)3.0	(-)2.0	2.5	VARIES	2.9			
140+00.00	EASTBOUND AND WESTBOUND	(-)2.92	0.51	(-)3.0	(-)2.0	3.0	VARIES	3.6			
141+00.00	EASTBOUND AND WESTBOUND	(-)5.18	0.07	(-)3.0	(-)2.0	5.2	VARIES	4.3			
142+00.00	EASTBOUND AND WESTBOUND	(-)4.53	(-)0.23	(-)3.0	(-)2.0	4.1	VARIES	3.6			
143+00.00	EASTBOUND AND WESTBOUND	(-)3.79	(-)0.93	(-)3.0	(-)2.0	2.2	VARIES	1.9			

	REVISIONS										
DATE	DESCRIPTION	DATE	DESCRIPTION								

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY ENGINEERING

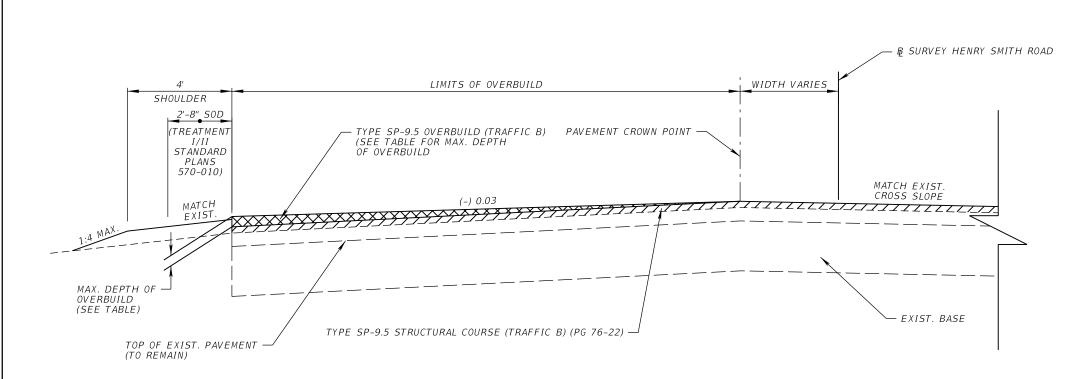
CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

TYPICAL SECTION

SHEET NO.

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OVERBUILD AND RESURFACING DETAIL

STA. 148+00.00 TO STA. 155+00.00 (WESTBOUND) STA. 184+00.00 TO STA. 189+00.00 (WESTBOUND)

OVERBUILD DETAILS											
TION	EXIST.	PROPOSED	MAX. DEPTH OF	WIDTH OF	AREA OF OVERBUILD						
LANE	(%)	SLOPE (%)	OVERBUILD (IN.)	(FT.)	(SQ. FT.)						
WESTBOUND	(-)3.37	(-)3.0	0.4	VARIES	0.1						
WESTBOUND	(-)3.33	(-)3.0	0.4	VARIES	0.2						
WESTBOUND	(-)3.24	(-)3.0	0.3	VARIES	0.2						
WESTBOUND	(-)4.07	(-)3.0	1.3	VARIES	0.5						
WESTBOUND	(-)5.22	(-)3.0	2.5	VARIES	1.1						
WESTBOUND	(-)5.96	(-)3.0	3.6	VARIES	1.5						
WESTBOUND	(-)5.83	(-)3.0	3.3	VARIES	1.4						
WESTBOUND	(-)4.96	(-)3.0	3.6	VARIES	1.3						
WESTBOUND	(-)3.47	(-)3.0	0.6	VARIES	0.2						
WESTBOUND	(-)4.15	(-)3.0	1.3	VARIES	0.5						
WESTBOUND	(-)4.10	(-)3.0	1.3	VARIES	0.5						
WESTBOUND	(-)3.58	(-)3.0	0.7	VARIES	0.3						
WESTBOUND	(-)3.31	(-)3.0	0.4	VARIES	0.2						
WESTBOUND	(-)3.15	(-)3.0	0.2	VARIES	0.1						
	LANE WESTBOUND	EXIST. SLOPE (%)	TION	Name	NAX						

	REVISIONS											
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PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

TYPICAL SECTION

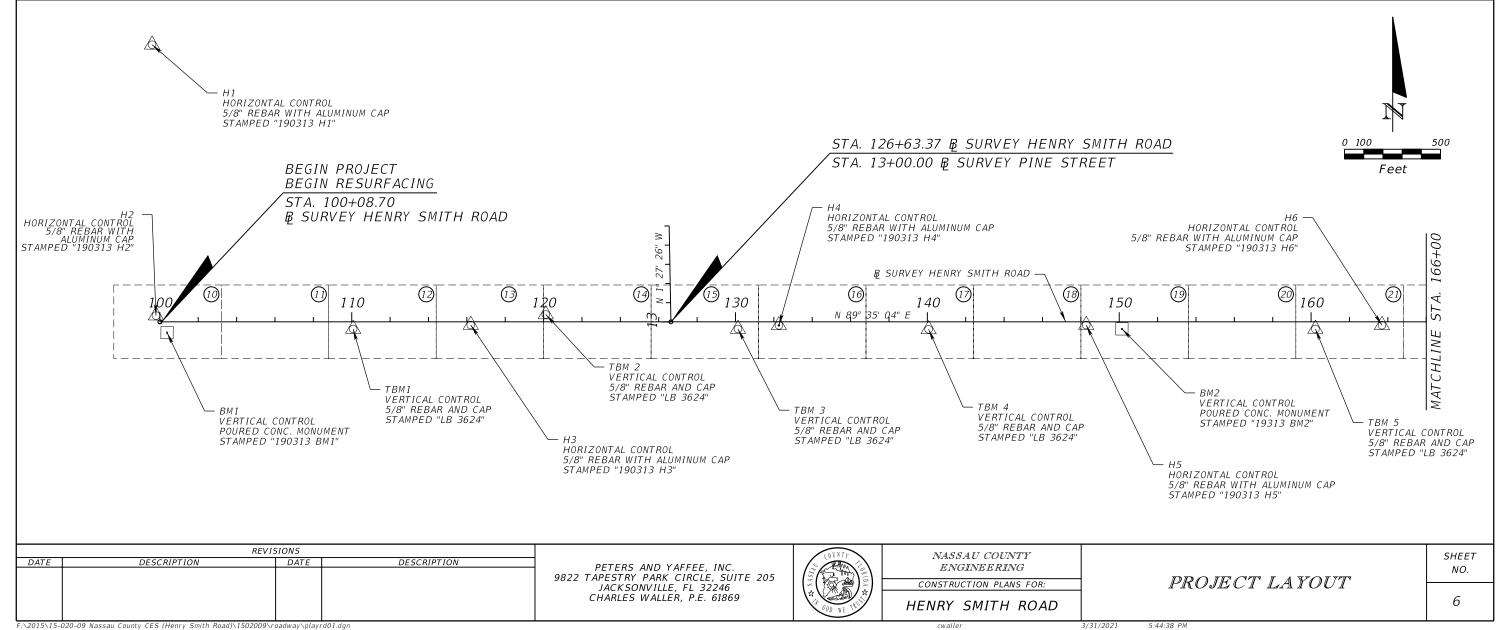
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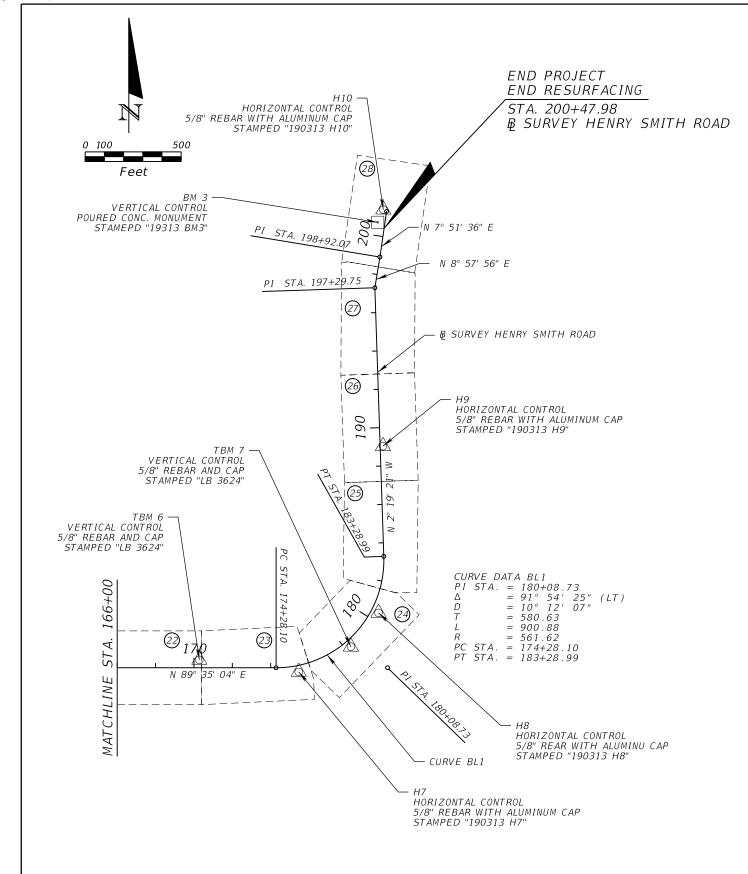
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					57.		CROSS	DRAIN PIPE		Mi	TERED END SEC	TIONS	STRAIGHT			
	STR. NO.	STATION	SIDE	DESCRIPTION	BARREI	ROUND 24"	13" X 17"	ELLIPTICA 43" X 68"	L 48" X 76"	ROUND		TICAL	CONC. ENDWALLS	TURF (SOD)	REMARKS	
OU	NO.		S		BAI	RCP	ECMP	ERCP	ERCP	24" RCP	13" X 17" ECMP	29" X 42" ECMP	EA	SY		
P	S-1	13+26.91	LT	MES	1						1			22	PINE STREET, BASE BID	
P	5-2	13+28.56	RT	MES, PIPE	1		4.6				1			22	PINE STREET, BASE BID	
F P	<i>S-3</i>	154+80.00	LT/RT	ENDWALL, PIPE, ENDWALL	1				35				2		INCLUDED IN BID OPTION A	
F	S-4	169+03.58	LT/RT	ENDWALL, PIPE, ENDWALL				66					2		INCLUDED IN BID OPTION B	
F								00					2			
P F	S-5	175+48.66	LT	MES	1	5				1				27	BASE BID	
P	5-6	177+32.28	LT	MES	2							2		35	BASE BID	
P	S-7	177+31.00	RT	MES	2							2		35	BASE BID	
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D.A	TE	DESCRIPTION		ISIONS DESC	RIPT	ION					COUNTY	NASSAU CO				SHEET
		22371171311		<i>D</i> 230				PETERS 9822 TAPESTR	5 AND YAFFEE, I Y PARK CIRCLE, ONVILLE, FL 322 S WALLER, P.E. 6	NC. SUITE 205		ENGINEER CONSTRUCTION P	I		SUMMARY OF	NO.
								JACKS CHARLES	ONVILLE, FL 322 S WALLER, P.E. 6	'46 1869			1	DRAIN	AGE STRUCTURES	5
											GOD WE TROOP	HENRY SMIT	n KUAU			

SURVEY GENERAL NOTES

- 1. THIS IS NOT A BOUNDARY SURVEY.
- 2. THIS PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), 1983 NORTH AMERICAN DATUM (NAD 83-2011).
- 3. ELEVATIONS DEPICTED HEREIN ARE IN DECIMAL FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SOURCE BENCHMARK IS A DISK STAMPED "NAS 22 1984" IN THE TOP OF CONCRETE MONUMENT AT THE INTERSECTION OF INGRAM ROAD AND CSX RAILROAD. ELEVATION = 59.77 FEET (NORTH AMERICAN VERTICAL DATUM OF 1988).
- 4. RIGHT OF WAY LINES AND ARE CALCULATED FROM LAST DEEDS OF RECORD AVAILABLE FROM NASSAU COUNTY PROPERTY APPRAISER ONLINE PORTAL.
- 5. CONTROL POINT DATA IS PROVIDED IN TABULATED FORM. GRAPHIC POINT REPRESENTATIONS DO NOT REPLACE OR SUPERSEDE TABULATED COORDINATE AND ELEVATION DATA.
- 6. INFORMATION SUCH AS INVERT ELEVATIONS, PIPE SIZE, PIPE MATERIAL, AND CONNECTIVITY OF THE STORM AND SANITARY SYSTEMS ARE ASCERTAINED TO THE BEST OF OUR ABILITY BASED ON SITE CONDITIONS, ACCESSIBILITY TO THE FACILITIES, CONDITION OF FACILITIES
- 7. LAST DAY OF FIELD SURVEY: MARCH 24, 2020.





VERTICAL CONTROL POINTS											
POINT	STATION	OFFSET	NORTHING	EAST ING	ELEVATION	FEATURE					
BM1	100+37.44	56.35	2304409	363867	80.08	PMON					
TBM1	110+07.41	37.39	2304435	364837	77.81	I RC					
TBM2	120+11.19	38.43	2304518	365834	74.19	I RC					
TBM3	130+12.85	37 . 48	2304449	366842	72.89	I RC					
TBM4	140+06.51	39.22	2304455	367836	62.71	I RC					
BM2	150+13.86	36.96	2304464	368843	63.36	PMON					
TBM5	160+22.25	37.38	2304471	369851	61.59	I RC					
TBM6	170+28.05	41.09	2304557	370857	52.37	I RC					
TBM7	178+27.78	35.40	2304631	371646	62.14	I RC					
TBM8	187+80.24	40.67	2305556	371836	62.76	I RC					
ВМ3	200+69.56	37 . 40	2306844	371770	57.97	PMON					

	HOR I 2	CONTROL	POINTS		
POINT	STATION	OFFSET	NORTHING	EASTING	FEATURE
190313H1	99+79.64	- 32 . 48	2305908.737	363778.017	I RC
190313H2	99+59.42	- 1444 . 09	2304497.313	363808.468	I RC
190313H3	116+20.32	16.69	2304460.044	365449.465	I RC
190313H4	132+26.24	18.22	2304470.152	367055.352	I RC
190313H5	148+27.65	16.69	2304483.296	368656.713	I RC
190313H6	163+69.24	17.73	2304493.429	370198.268	I RC
190313H7	175+40.22	33.46	2304498.059	371375.145	I RC
190313H8	180+42.45	39.15	2304808.558	371788.631	I RC
190313Н9	189+03.47	14.81	2305677.813	371805.574	I RC
190313H10	201+39.14	- 18 . 09	2306910.374	371798.465	I RC

REVISIONS												
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PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

PROJECT LAYOUT

SHEET NO.

GENERAL NOTES

- EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED
- 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. THE FOLLOWING LIST OF UTILITY COMPANIES HAVE FACILITIES WITHIN THE PROJECT LIMITS.

COMPANIES	IELEPHUNE NUMBER
COMPANIES COMCAST CABLE COMMUNICATIONS WINDSTREAM COMMUNICATIONS OKEEFEENOKE RURAL ELECTRIC MEMBERSHIP CENTURY LINK	(904) 380-6341 (386) 364-2493
FLORIDA POWER AND LIGHT	(904) 225-3031
TOWN OF HILLIARD (WATER)	(904) 675-9813
MCI	(904) 633-5481
CSX RAIIROAD ROADMASTER	(912) 550-5937

- VOLTAGES OF OVERHEAD POWER LINES ARE SHOWN ON THE PLANS PER UAO MARKUPS. CONTRACTOR TO NOTE HEIGHT OF ALL EXISTING OVERHEAD LINES AND PLAN THE EXECUTION OF THE WORK ACCORDINGLY.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS 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 SHALL NOT ALLOW ANY ASPHALT SPOILS TO BE SWEPT OR BLOWN ONTO UNPAVED SHOULDER AREAS, INTO DRAINAGE STRUCTURES, OR DITCHES. CONTRACTOR SHOULD CLEAN UP DAILY AND HAVE A BROOM AVAILABLE.
- 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. FDOT STANDARDS PLANS AND FDOT STÀNDARD SPECIFICÁTIONS FOR ROAD & BRIDGE 2021 WILL BE USED IF NOT ADDRESSED BY NASSAU COUNTY DOCUMENTS. CONTRACTOR SHALL COMPLY WITH CURRENT FLORIDA ACCESSIBILITY CODE FOR ALL WORK ON THIS PROJECT.
- 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
- 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 DURING THE CONSTRUCTION OF THE PROJECT.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EITHER CONDUCT ANY FIELD EXPLORATION OR ACQUIRE ANY GEOTECHNICAL ASSISTANCE REQUIRED TO ESTIMATE, IF NEEDED, THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO BE REMOVED AND/OR TO ESTIMATE THE AMOUNT OF OFF-SITE BORROW THAT WILL BE REQUIRED. CONTRACTOR IS TO USE AN FDOT APPROVED PIT.
- THE CONTRACTOR WILL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH NASSAU COUNTY AND/OR FDOT REQUIREMENTS WITH PRIOR ADVANCE NOTICE TO NASSAU COUNTY AND/OR OWNER C.E.I.'S. THIS SHALL INCLUDE DENSITY TESTS FOR ASPHALT AND LIMEROCK AND IN ALL TRENCHES, CONCRETE TESTING, AND ALL OTHER MATERIAL TESTING.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT INCLUDING NPDES PERMITS, ETC
- 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.
- 13. AS-BUILT DRAWINGS (2 PAPERS & 1 CADD) 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 CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION AND SUBMITTAL OF "AS-BUILTS" 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. THE AS-BUILT SURVEY SHALL INCLUDE ROADSIDE DITCH SPOT ELEVATIONS.
- 14. 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 PROCEEDING WITH CONSTRUCTION.
- 15. CLEARING AND GRUBBING REQUIRED FOR ALL ROADWAY, DRAINAGE, 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 SOD ALL DISTURBED AREAS (AS SHOWN ON PLANS).
- 16. ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH THE 2021 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 110.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT

CONTRACTOR SHALL COORDINATE WITH DAVID HEARN, NASSAU COUNTY ROAD AND BRIDGE (904-530-6175), AND DELIVER MILLINGS TO THE FOLLOWING ADDRESS:

HILLIARD YARD 37356 PEA FARM ROAD HILLIARD, FL 32046

- 19. CONTRACTOR SHALL NOTIFY ROAD AND BRIDGE AT LEAST 10 DAYS IN ADVANCE OF MILLING OPERATIONS.
- ALL EXISTING TREES, OUTSIDE OF AREAS TO BE CLEARED AND GRUBBED, ARE TO REMAIN AND SHALL BE PRESERVED AND PROTECTED.
- 21. ALL STORM SEWER PIPE MATERIALS SHALL CONFORM TO THE TYPES LISTED AS APPROVED IN THE NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS. ALL PIPE INSTALLATIONS WILL FOLLOW MANUFACTURER'S RECOMMENDATIONS, NASSAU COUNTY AND FDOT REQUIREMENTS. ALL JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER FDOT REQUIREMENTS.
- 22. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH NASSAU COUNTY AND FDOT REQUIREMENTS AND SHALL BE CONSTRUCTED TO CONFORM WITH PROPERTY LINES AND LOW POINTS AS SHOWN ON THE PLANS.
- CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEAN AND FUNCTIONING PROPERLY AT
- CONTRACTOR WILL BE RESPONSIBLE FOR THE RELOCATION OF ALL STANDARD MAILBOXES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND POSTAL REQUIREMENTS.
- 25. NO BURNING IN THE RIGHT-OF-WAY SHALL BE PERMITTED.
- TWO COUNTY IMPACT FEE SIGNS SHALL BE PROVIDED AS SHOWN IN THE IMPACT FEE SIGN DETAIL IN THE TRAFFIC CONTROL PLAN SHEETS. CONTRACTOR SHALL COORDINATE WITH NASSAU COUNTY TO OBTAIN THE IMPACT FEE SIGNS, PROPOSED LOCATIONS FOR SIGNS AND UPDATE THE SIGN INFORMATION, AS NECESSARY.
- 27. ANY DRIVEWAYS BROKEN OR CRACKED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE DIRECTION OF THE PROJECT ENGINEER AT THE CONTRACTOR'S EXPENSE.
- A PRE-CONSTRUCTION MEETING IS REQUIRED TO BE ATTENDED BY NASSAU COUNTY REPRESENTATIVES, THE CONTRACTOR, AND THE ENGINEER OF RECORD, QC (CONTRACTOR'S TESTING FIRM), SUBCONTRACTOR (ASPHALT) AND THE UTILITY COMPANIES.
- 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
- 30. CONTRACTOR IS TO SUBMIT A DISASTER PREPAREDNESS PLAN AT THE PRE-CONSTRUCTION MEETING.
- THE REMOVAL OF MUCK AND PLASTIC MATERIAL WITHIN THE PROJECT LIMITS SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD PLANS INDEX 120-002.
- 32. LANE CLOSURE RESTRICTIONS ON THIS PROJECT WILL BE APPROVED BY NASSAU COUNTY ENGINEERING SERVICES DEPARTMENT. REFER TO NASSAU COUNTY ROAD CLOSURE POLICY.
- 33. THE CONTRACTOR SHALL NOTIFY NEARBY BUSINESSES OF ANY TRAFFIC INTERRUPTIONS.
- ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND/OR SODDING THE DISTURBED AREA.
- 35. MILLED PAVEMENT SHALL BE RESURFACED ON THE SAME DAY, TRAFFIC IS NOT PERMITTED ON MILLED SURFACES.
- ALL WORK PERFORMED WITHIN COUNTY'S RIGHT-OF-WAY SHALL CONFORM TO NASSAU COUNTY'S ORDINANCE 2020-07 AND THE FOLLOWING PUBLICATIONS.

2021 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FDOT STANDARD PLANS FY 2021-22 2021 FDOT DESIGN MANUAL FDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION (CURRENT EDITION)

- 37. ACCESS TO DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.
- THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, Vh, AND VVh ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- 39. THE CONTRACTOR WILL NOT BE ALLOWED TO WORK AT NIGHT, ON WEEKENDS OR DURING HOLIDAYS. THE CONTRACTOR WILL NOT BE ALLOWED TO WORK DURING FCAT TESTING DAYS.
- LANE CLOSURES WILL BE COORDINATED SO AS NOT TO IMPACT DAILY SCHOOL BUSING OPERATIONS OF CALLAHAN MIDDLE SCHOOL, HILLIARD ELEMENTARY, AND HILLIARD SENIOR MIDDLE HIGH. THE CONTRACTOR WILL COORDINATE WITH SCHOOL BOARD DIRECTOR OF TRANSPORTATION BRAD UNDERHILL.
- 41. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.
- ALL EXCESS SUITABLE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY ENGINEER OR OWNER.
- 43. THE CONTRACTOR SHALL VIDEO THE PROJECT SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND PROVIDE THIS VIDEO TO THE COUNTY.

	REVISIONS											
DATE	DESCRIPTION	DATE	DESCRIPTION									
				98								

PETERS AND YAFFEE, INC. 822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SHEET NO.

GENERAL NOTES

5:44:39 PM

- 45. THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE, INCLUDING CRITICAL PATH, TO THE COUNTY AT THE PRE-CONSTRUCTION MEETING. THESE ITEMS WILL BE UPDATED REGULARLY THROUGHOUT THE CONSTRUCTION DURATION
- 46. ANY DAMAGE OCCURING TO CR 108, CR 115 (OLD DIXIE HIGHWAY), US 1 OR SIDE STREETS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY.

CSX GENERAL NOTES

- THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL OF ANY KIND ON CSX RIGHT-OF-WAY (ROW) OR WHERE THEY MAY HAVE THE POTENTIAL TO INTERFERE WITH CSX OPERATIONS UNLESS CONTRACTOR HAS RECEIVED PRIOR WRITTEN AUTHORIZATION BY CSX
- COORDINATE ALL RAILROAD ACTIVITIES THROUGH NASSAU COUNTY ENGINEERING DEPARTMENT.
- 3. CSX RAILROAD FLAGMAN IS REQUIRED ANYTIME CONTRACT ACTIVITIES OCCUPY OR HAVE POTENTIAL TO IMPACT CSX ROW OR TRACKS.
- AT NO TIME SHALL WORK AFFECT THE SAFE PASSAGE OF TRAINS OR OTHER ON-TRACK EQUIPMENT.
- ALL PROJECT PLANS, INCLUDING CONTRACTOR CONSTRUCTION MEANS AND METHODS, SHALL BE SUBMITTED TO CSX FOR REVIEW AND APPROVAL PRIOR TO START OF ANY OPERATIONS WHICH HAVE IMPACTS TO THE CSX OR ITS PROPERTY.
- AGENCY AND CONTRACTOR SHALL NOT CROSS CSX'S PROPERTY AND TRACKS, EXCEPT ON AN EXISTING PUBLIC ROAD CROSSING, WITH VEHICLES OR EQUIPMENT OF ANY KIND WITHOUT PRIOR AUTHORIZATION FROM CSX.
- 7. ALL EXISTING UTILITIES AND FACILITIES WITHIN PROJECT LIMITS TO BE LOCATED AND PROTECTED BY AGENCY.
- CONTRACTOR SHALL REFER TO THE CSX PUBLIC PROJECTS MANUAL, THE MOST RECENT EDITION, FOR CONSTRUCTION REQUIREMENTS WHILE WITHIN THE CSX ROW.
- PURSUANT TO FDOT SPECIFICATION 7-11.4.2, THE CONTRACTOR IS NOT PERMITTED TO PERFORM ANY TEMPORARY LANE CLOSURES, LANE SHIFTS, DETOURS WITHIN THE CSX ROW, OR ANY CROSSING CLOSURE THAT WOULD CAUSE A TRAFFIC LANE TO BE UNPROTECTED BY AN ACTIVE WARNING DEVICE OR GATE ARM.
- 10. CONTRACTOR MUST SUBMIT AN EMERGENCY ACTION AND HURRICANE PREPAREDNESS PLAN FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK. THIS PLAN MUST INCLUDE PROJECT RESPONSIBLE CONTACT INFORMATION

EROSION CONTROL NOTES

- 1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF 2 CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
- ADDITIONAL ONSITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS
- SHOULD THE FABRIC ON A SEDIMENT BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE CHECKED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED. IF IT CANNOT BE DRESSED TO CONFORM TO EXISTING GRADE, IT SHALL BE LEGALLY DISPOSED OF OFF-SITE AT NO ADDITIONAL COST TO
- FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEW MANUAL
- ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- SOD SHALL BE PLACED AND MAINTAINED IN ANY DISTURBED AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS
- 10. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL
- 11. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
- 12. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES FOR ALL LOCAL, STATE AND FEDERAL AGENCIES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS

- 14. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
- 15. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO PREVENT TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND TURBIDITY LEVELS
- 16. CONTRACTOR SHALL NOT WITHOLD PAYMENT OF FINES CAUSING UNNECESSARY DELAYS. PAYMENT SHALL BE MADE IN A REASONABLE AMOUNT OF TIME. NEGLIGENTLY OR KNOWINGLY DISCHARING A POLLUTANT FROM A POINT SOURCE INTO A WATER OF THE UNITED STATES WITHOUT A NPDES PERMIT OR IF FOUND TO BE IN VIOLATION OF A NPDES PERMIT CAN RESULT IN FINES OF \$2,500 - \$25,000 PER DAY PER STATUTE 33 U.S.C. 1319(c)(1) & (2).

REVISIONS DESCRIPTION DESCRIPTION DATE DATE

PETERS AND YAFFEE, INC.

9822 TAPESTRY PARK CIRCLE, SUITE 205

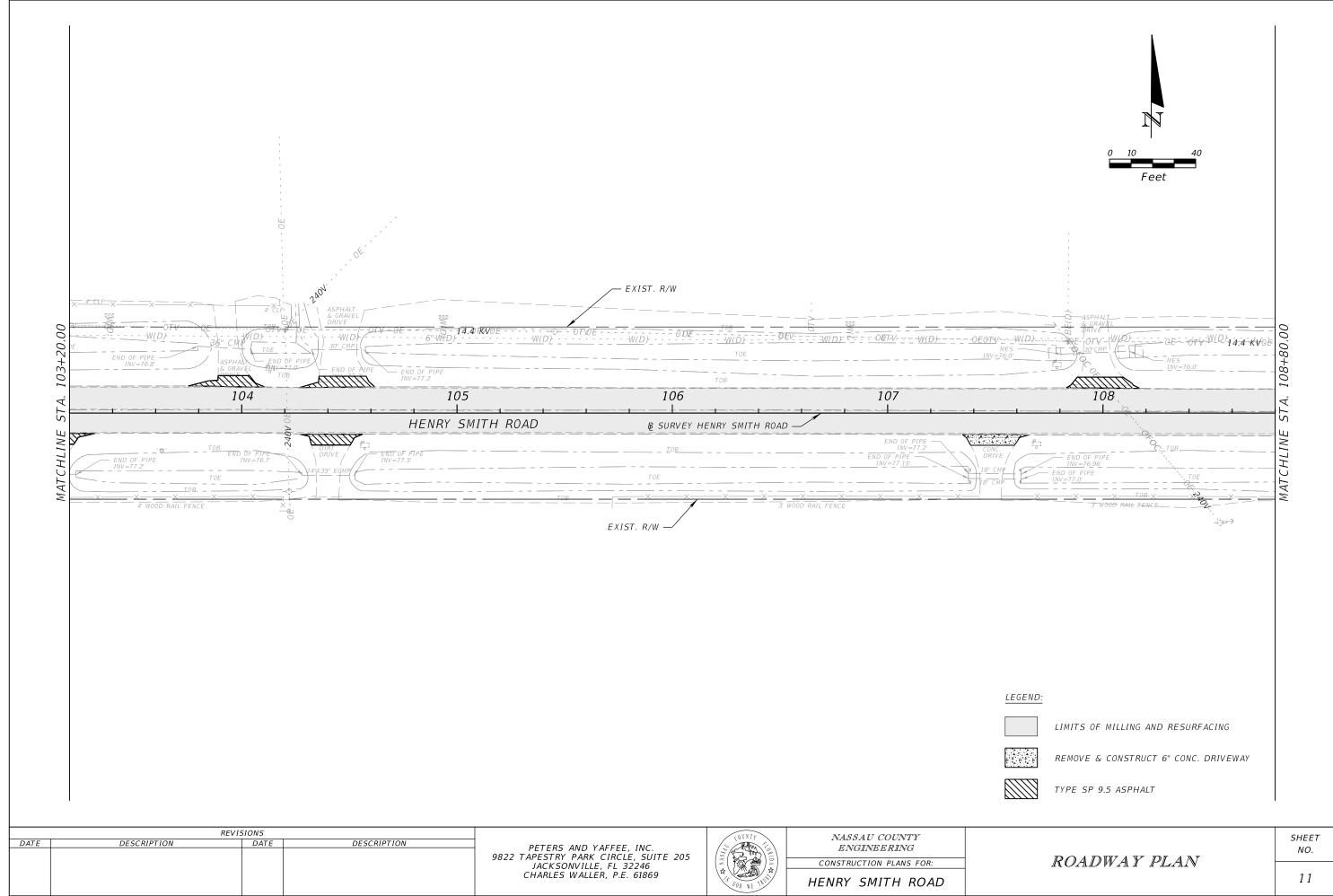
JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869 NASSAU COUNTY ENGINEERING

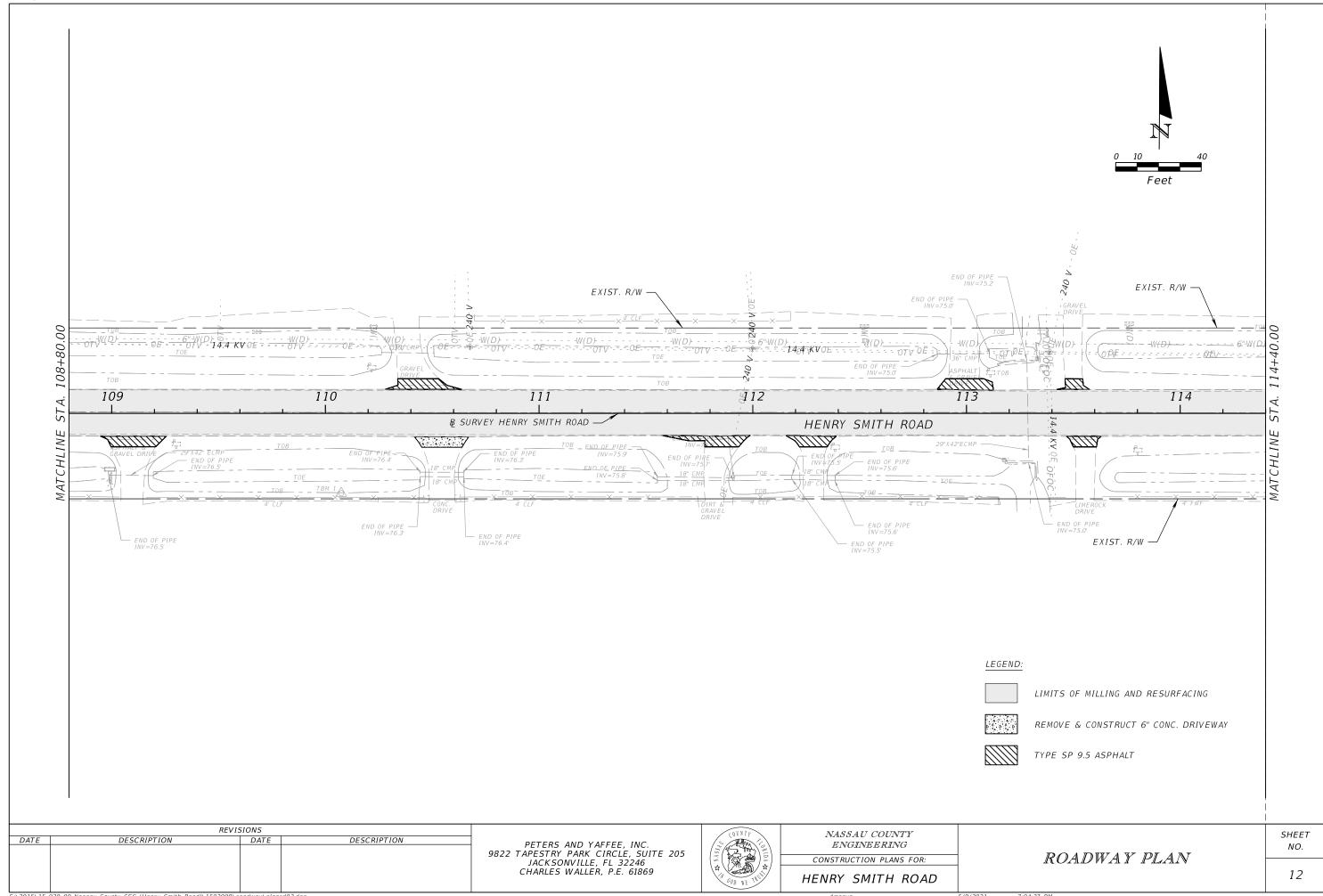
CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

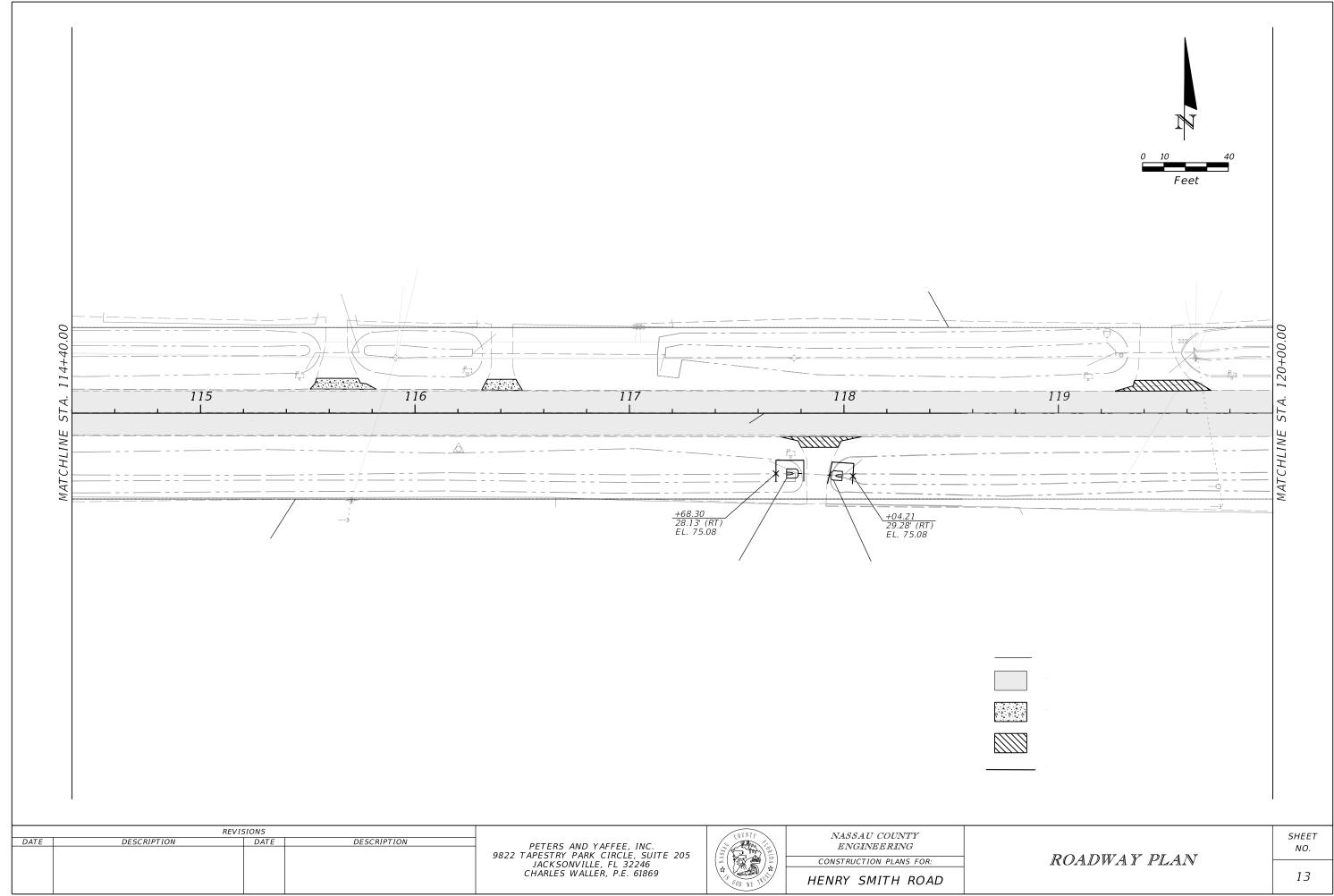
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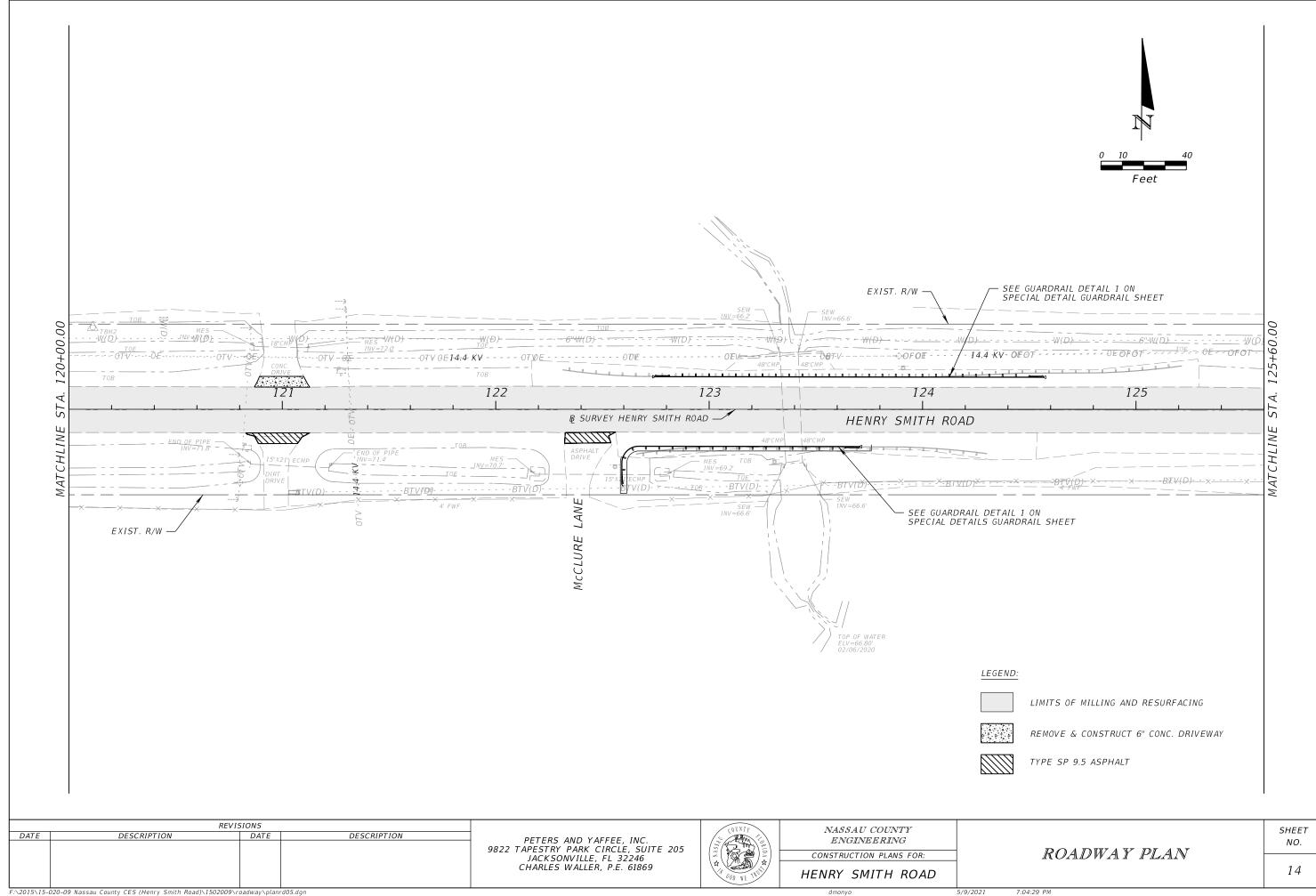
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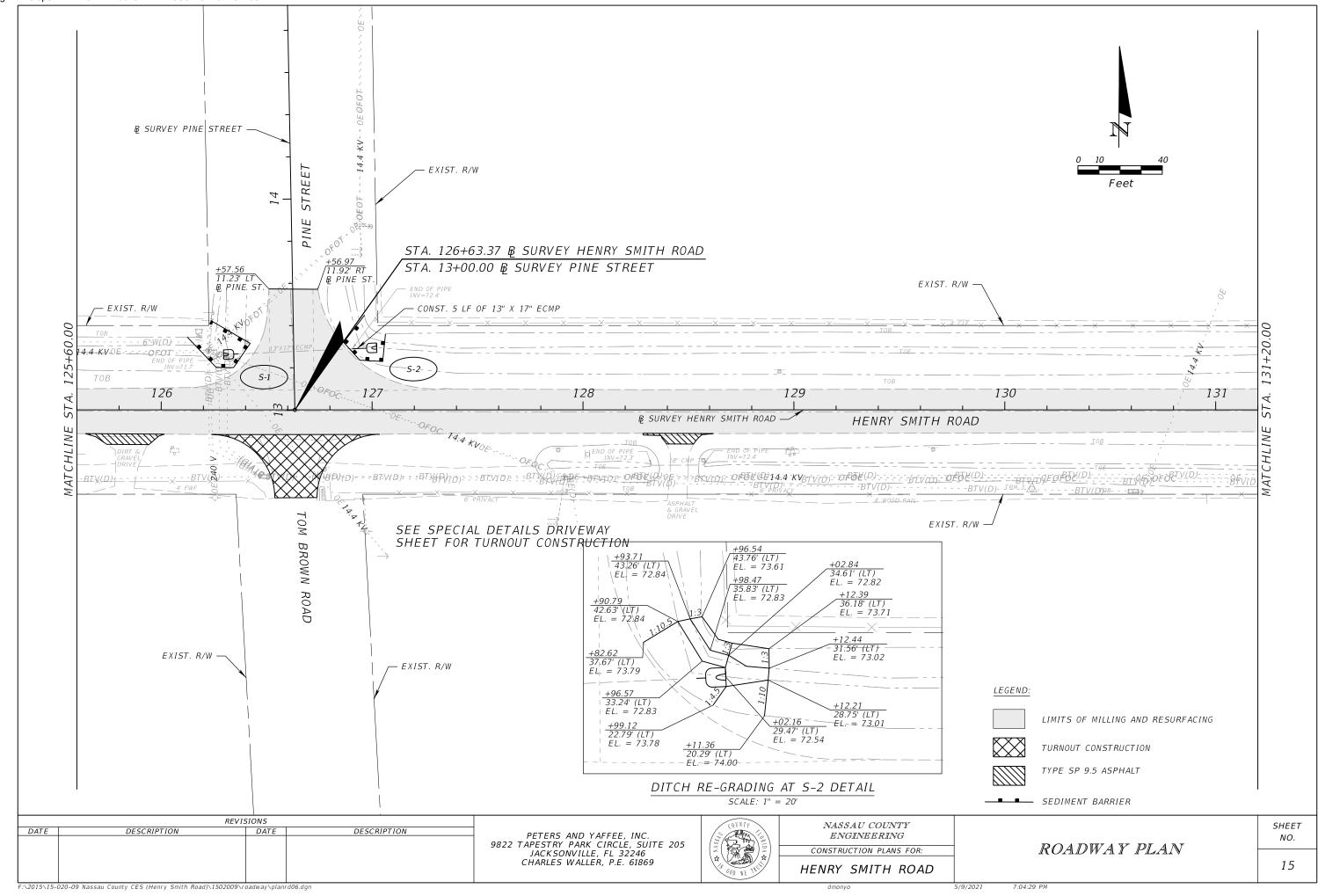
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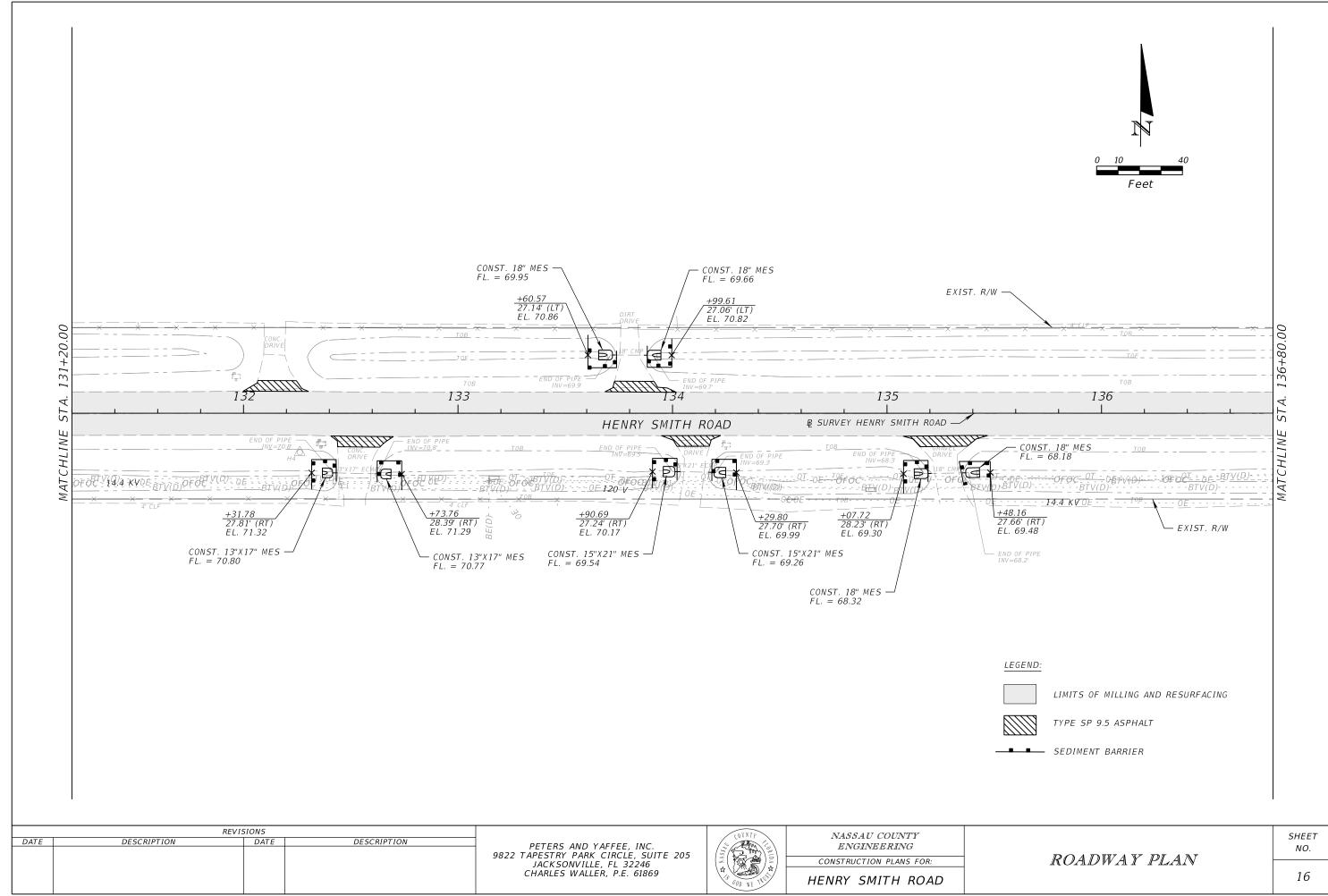


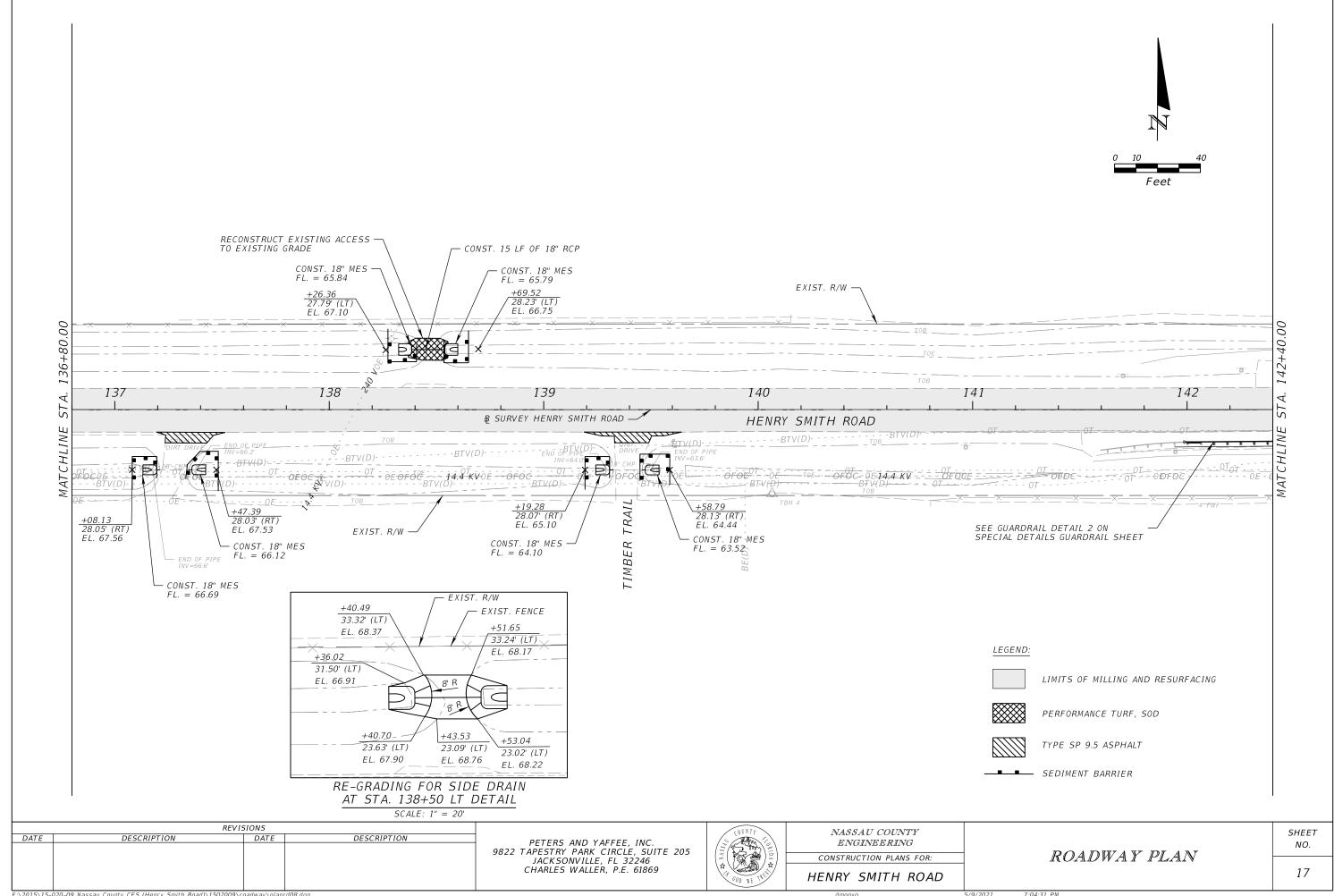


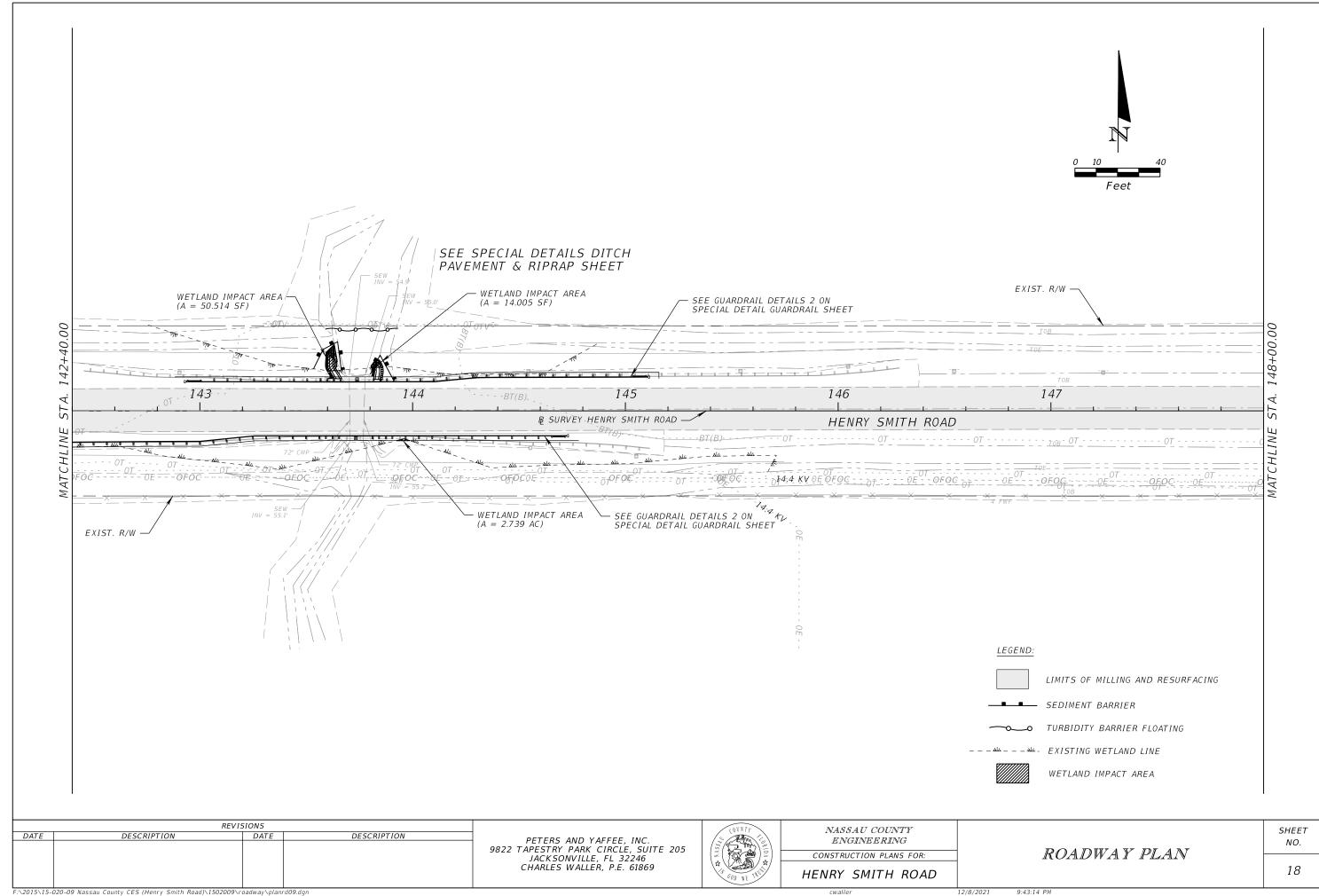


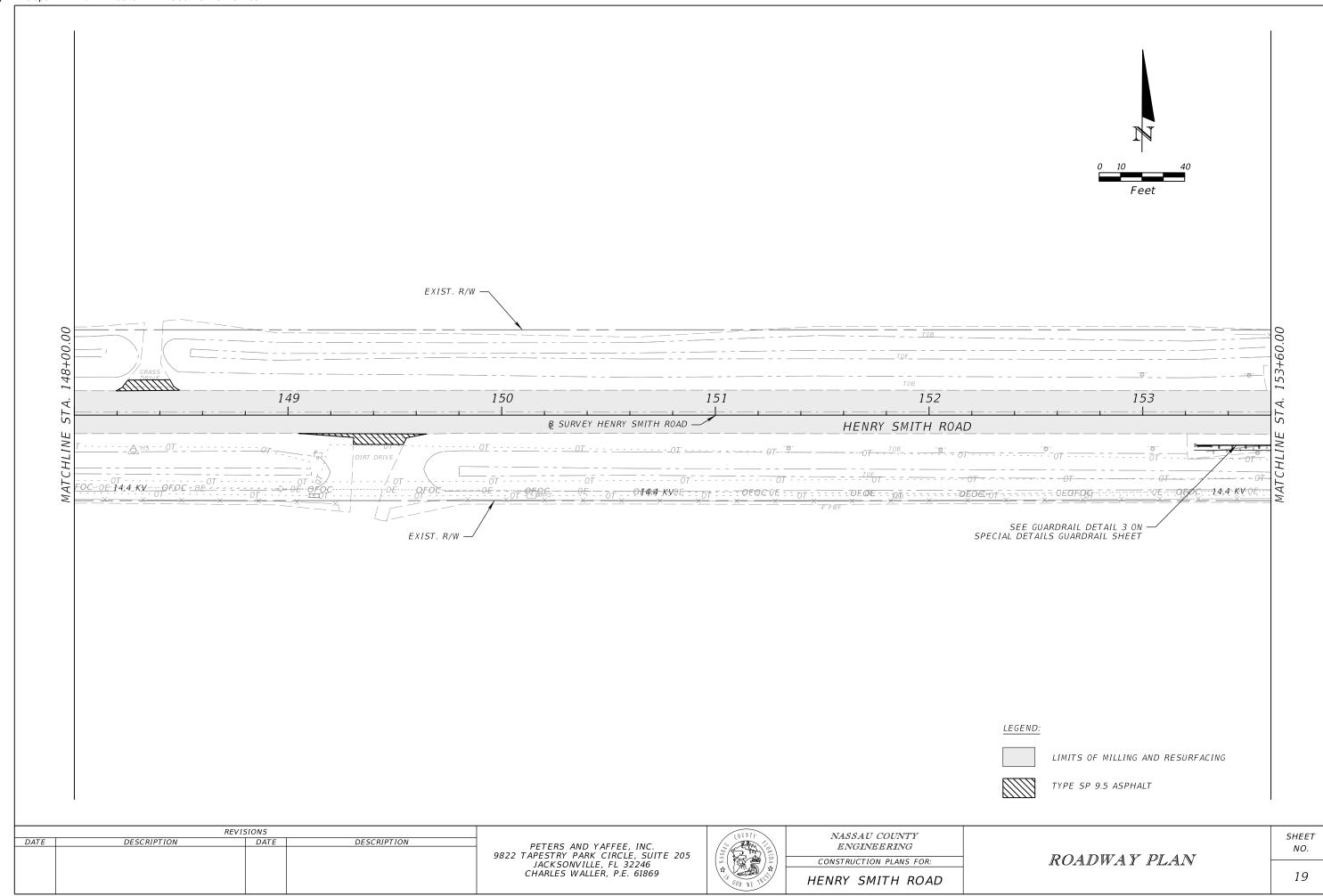


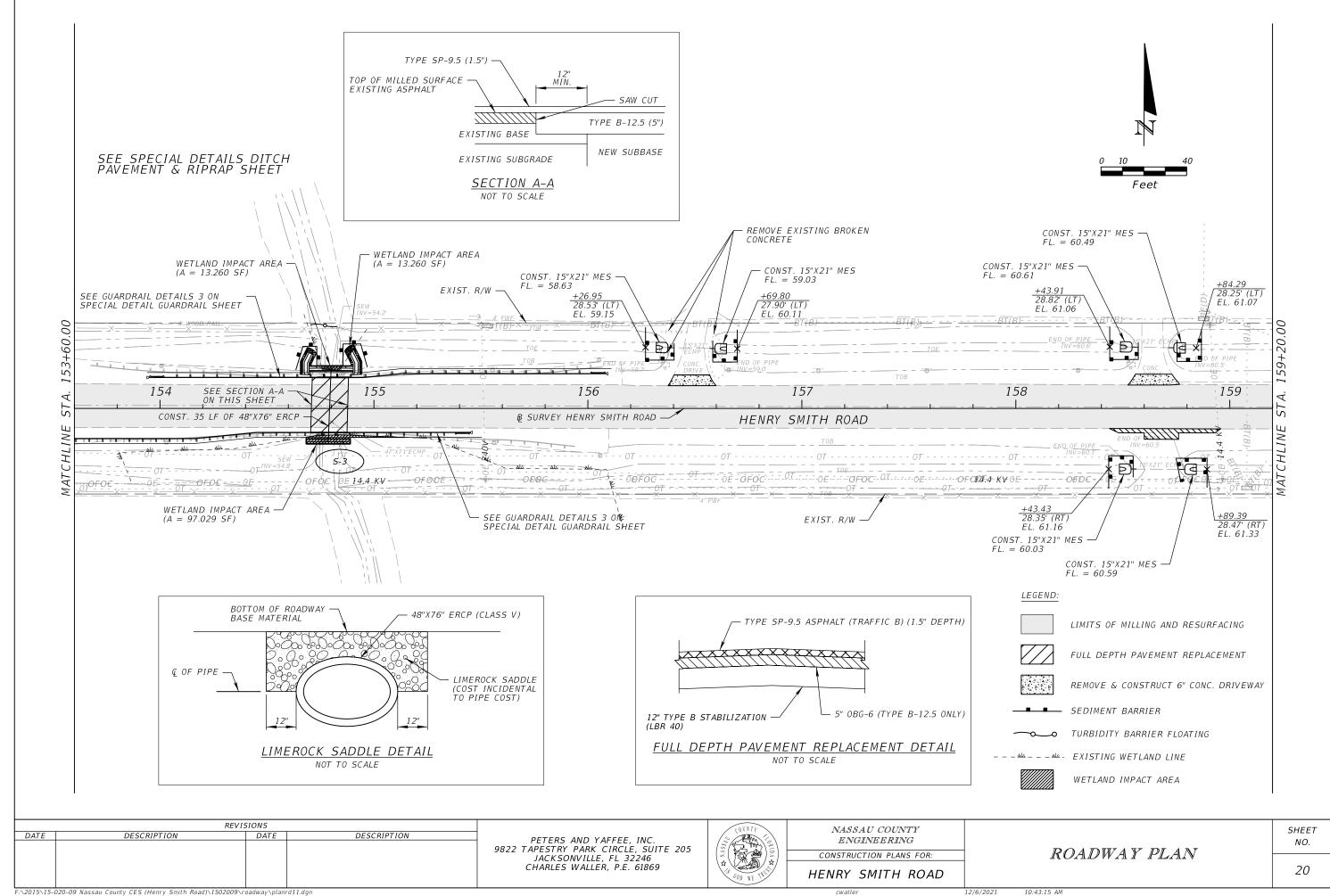


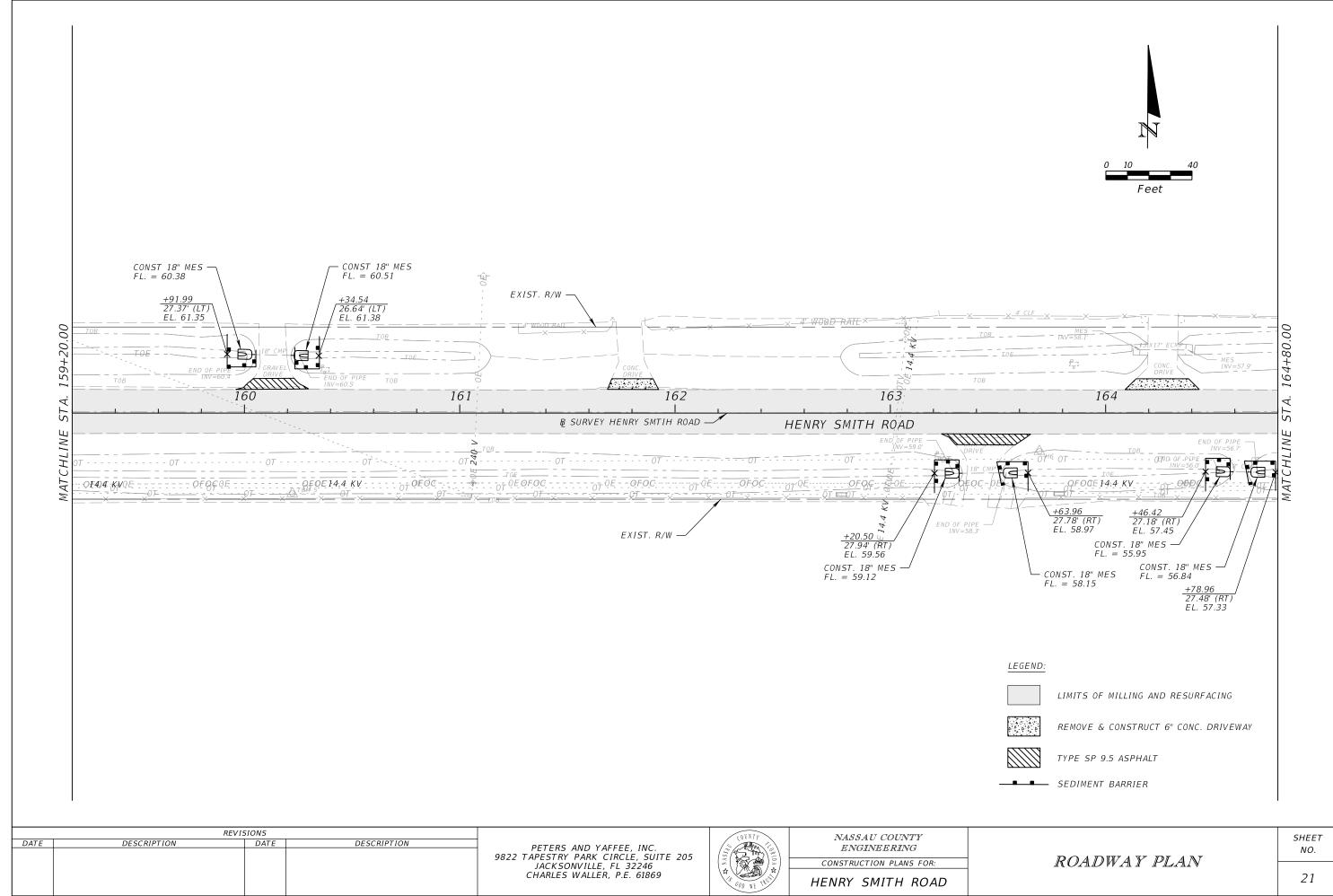


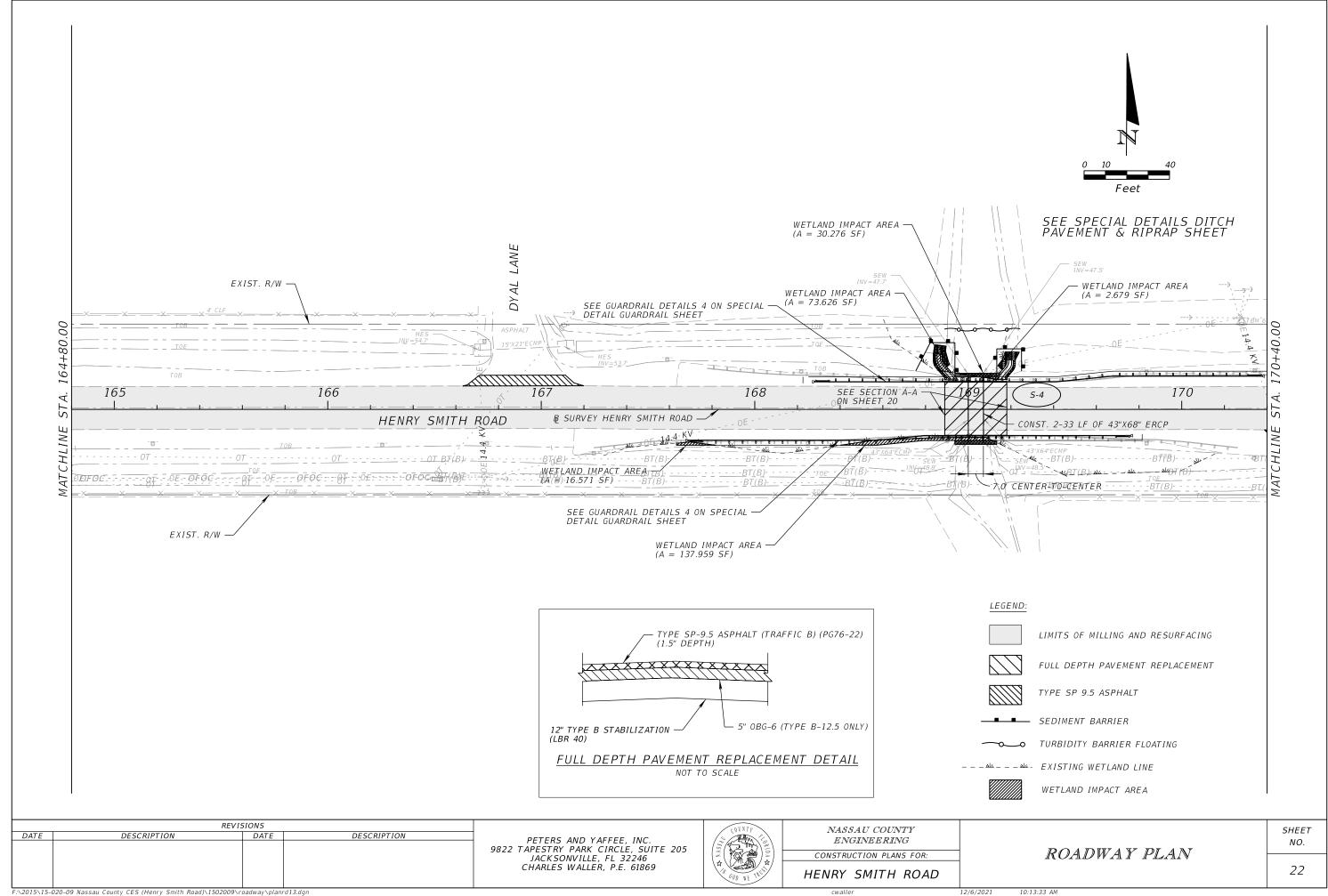


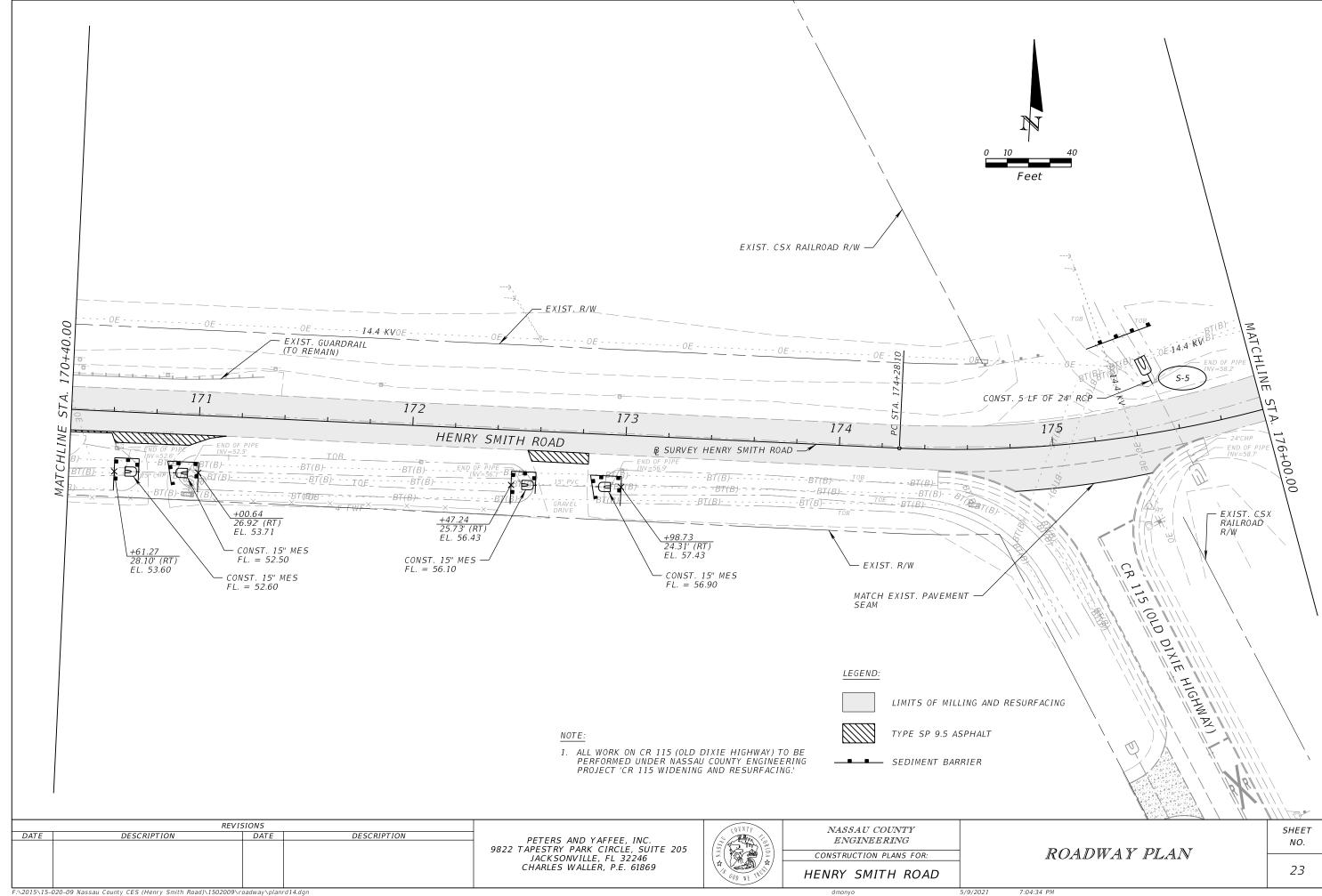


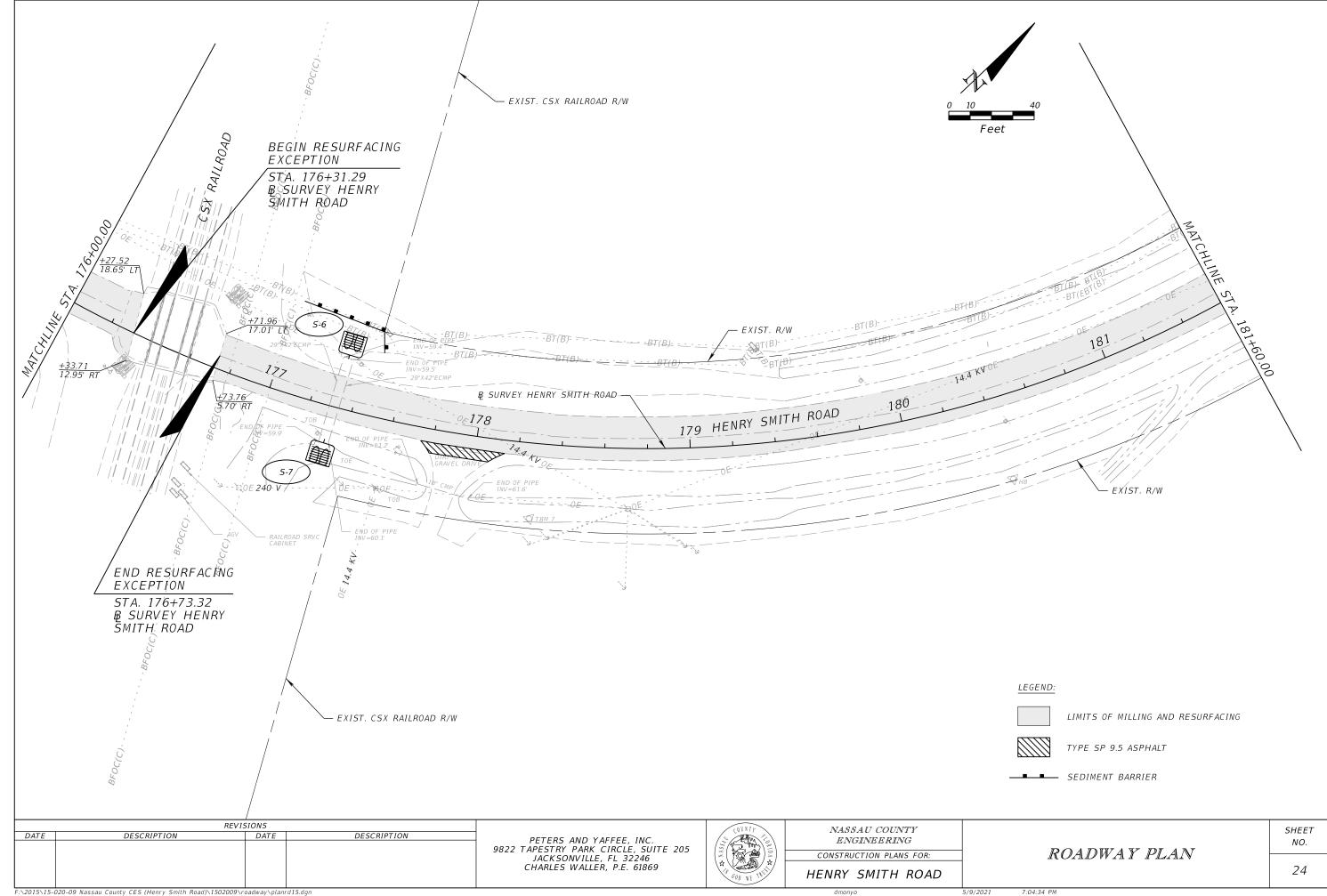


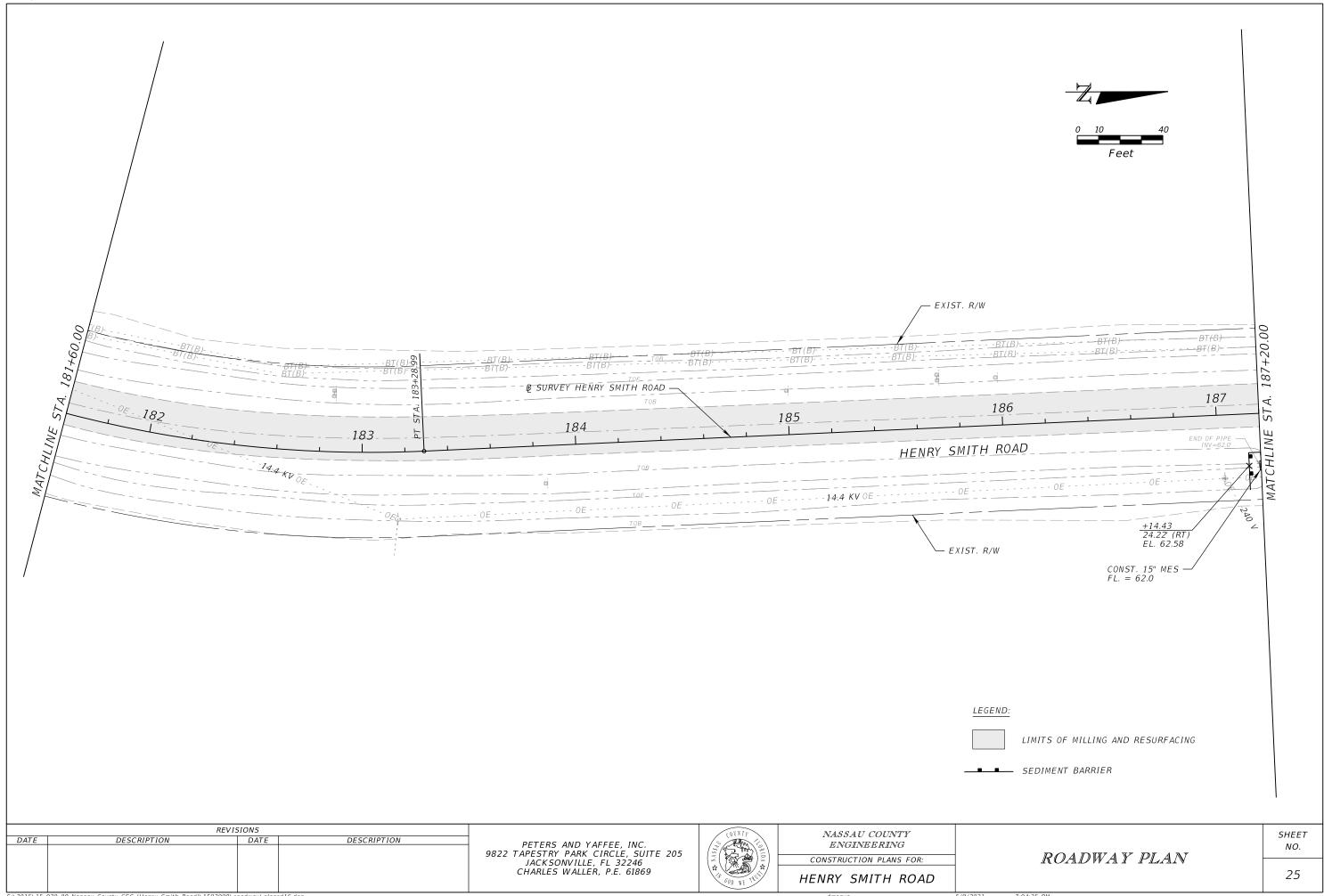


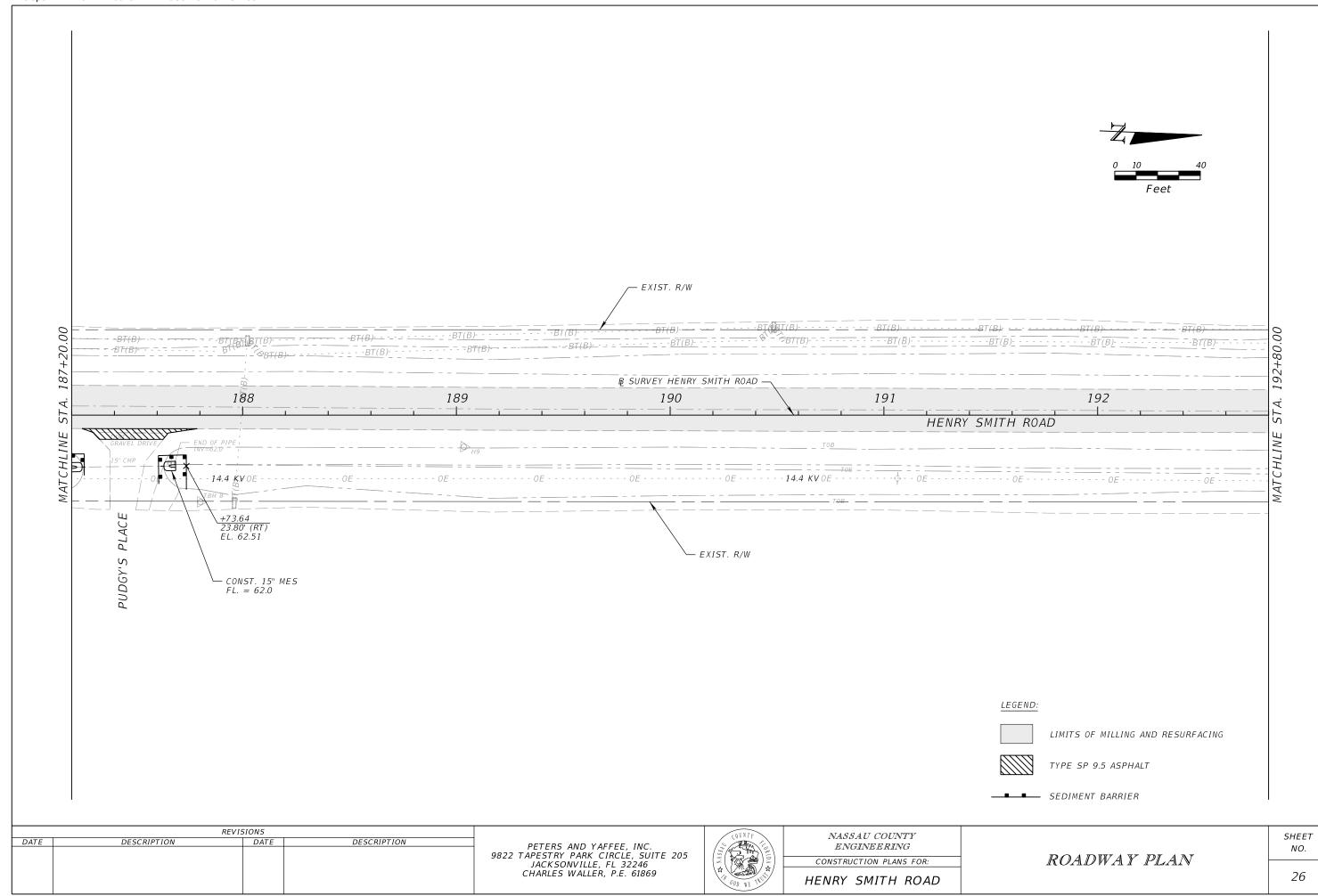


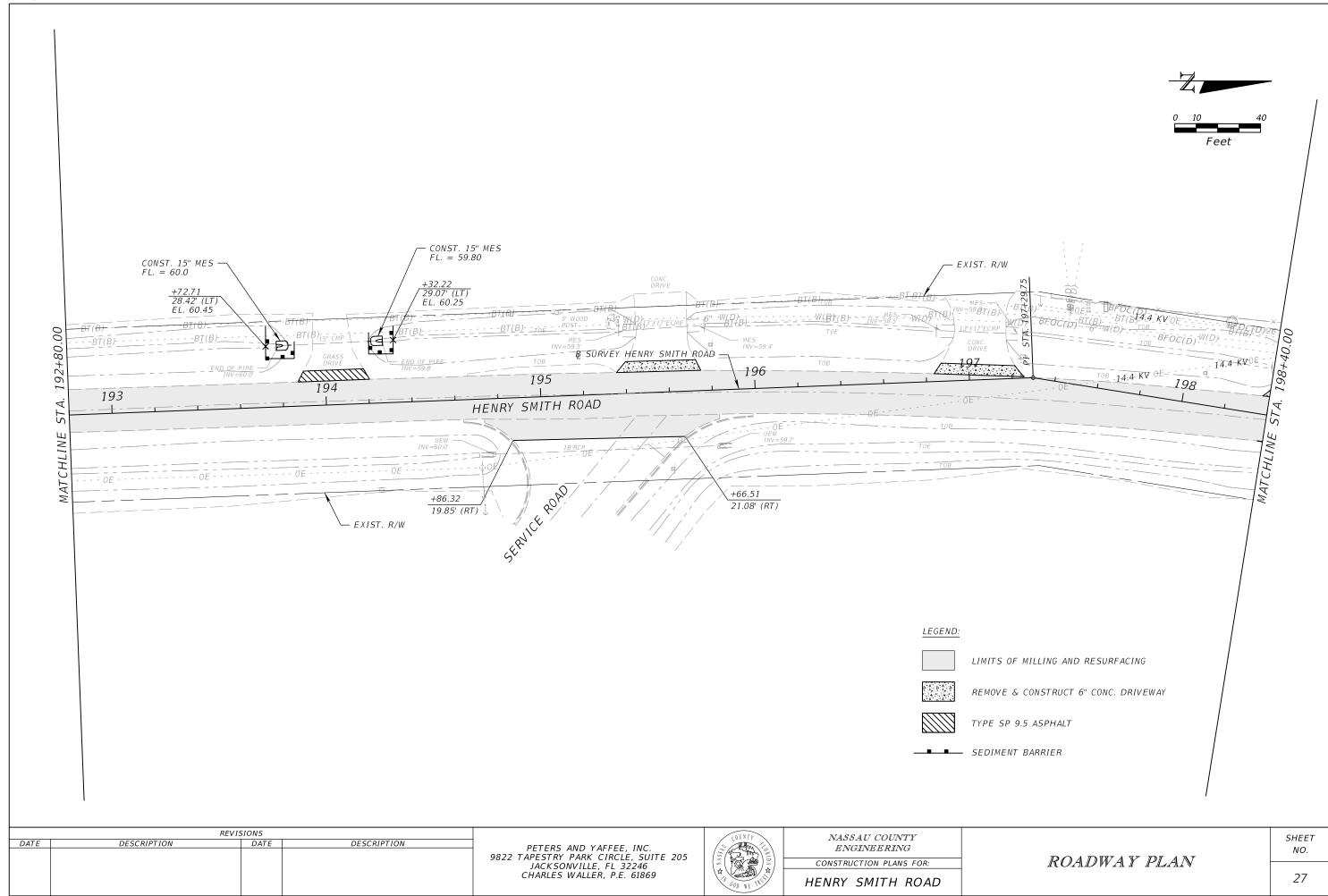


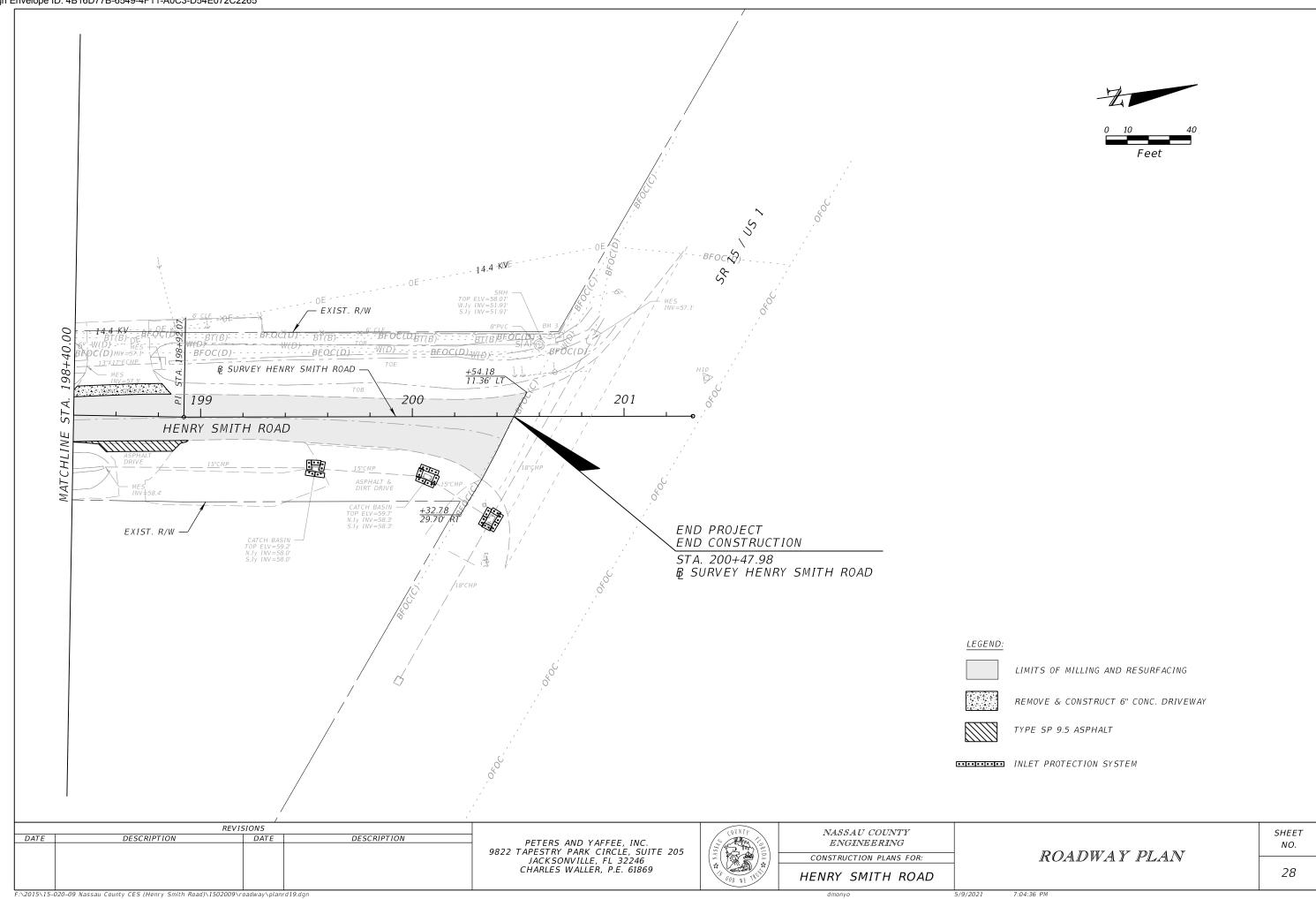


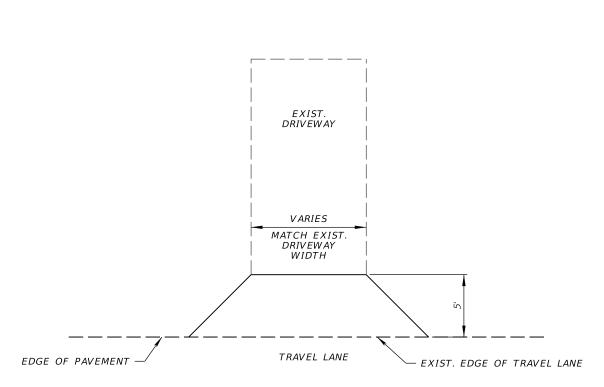








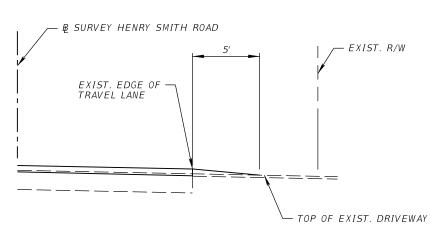




NOTES:

- 1. SEE DRIVEWAY MATERIAL TABLE AND PLAN SHEETS FOR LOCATIONS AND DRIVEWAY MATERIAL TYPE.
- 2. SEE PLAN SHEETS FOR DRIVEWAYS DIMENSIONS.

$\frac{TYPICAL\ DRIVEWAY\ PLAN}{_{N.T.S.}}$



NOTE:

1. FOR EXISTING CONCRETE DRIVEWAYS, REMOVE AND CONSTRUCT 6" CONCRETE DRIVEWAY.

TYPICAL DRIVEWAY SECTION N.T.S.

	REVISIONS								
DATE	DESCRIPTION	DATE	DESCRIPTION						

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869

NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SPECIAL DETAILS DRIVEWAY

DRIVEWAY MATERIAL TABLE

EXISTING DRIVEWAY

MATERIAL

CONCRETE

DIRT AND GRAVEL

GRASS

GRAVEL

DIRT

BROKEN ASPHALT

CONCRETE

ASPHALT AND GRAVEL

ASPHALT AND GRAVEL

GRAVEL

CONCRETE

DIRT AND GRAVEL

ASPHALT

ASPHALT AND GRAVEL

GRAVEL

LIMEROCK

CONCRETE

CONCRETE

GRAVEL

ASPHALT

DIRT

CONCRETE

ASPHALT

DIRT AND GRAVEL

ASPHALT

ASPHALT AND GRAVEL

ASPHALT AND CONCRETE

LIMEROCK

DIRT

GRAVEL

GRAVEL

ASPHALT AND DIRT

DIRT

GRASS

DIRT

CONCRETE

CONCRETE

GRASS

GRAVE L CONCRETE

DIRT AND GRAVEL

CONCRETE

ASPHALT

DIRT AND ROCK

ROCK

DIRT AND GRAVEL

DIRT AND GRAVEL

GRASS

CONCRETE

CONCRETE

CONCRETE

ASPHALT

ASPHALT AND DIRT

PROPOSED DRIVEWAY

CONCRETE

ASPHALT PAVEMENT

ASPHALT PAVEMENT

ASPHALT PAVEMENT

ASPHALT PAVEMENT

ASPHALT PAVEMENT

CONCRETE

ASPHALT PAVEMENT

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MATERIAL

LOCATION

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STATION

101+29.93

102+48.32

103+12.63

103+95.88

104+39.66

104+45.46

107+48.25

107+97.48

109+10.16

110+43.37

110+54.49

111+82.52

112+28.24

112+99.23

113+50.11

113+55.42

115+63.25

116+40.38

117+88.15

119+49.74

120+97.12

120+99.13

122+40.66

125+84.16

126+62.91

128+45.30

132+14.91

132+52.05

133+80.29

134+09.95

135+27.88

137+35.53

139+39.34

148+35.92

149+42.75

156+47.66

158+64.14

158+68.46

160+13.07

161+79.17

163+44.83

164+26.35 166+89.81

170+81.51

172+69.15

177+92.97

187+46.97

194+03.61

195+57.70

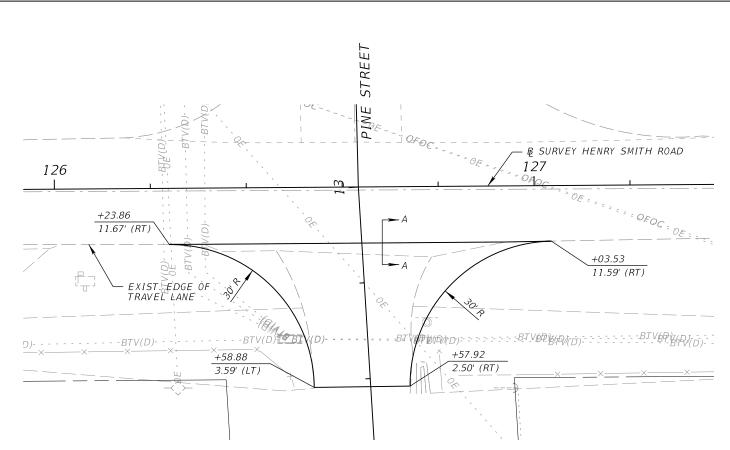
197+03.74

198+62.63

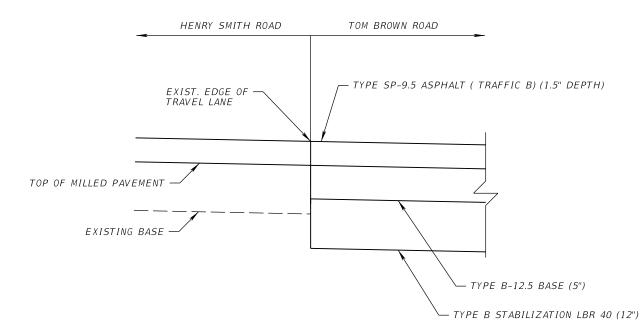
198+67.31

199+89.68

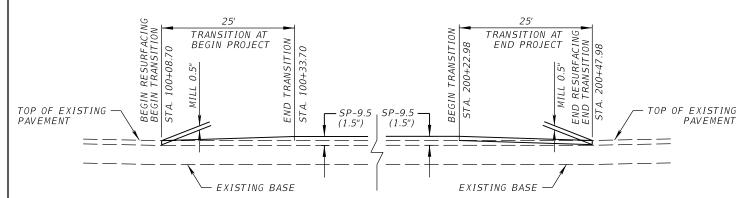
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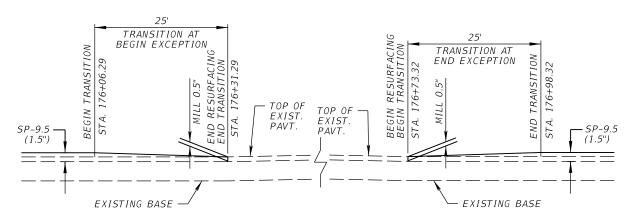
$\frac{\textit{TURNOUT CONSTRUCTION AT TOM BROWN ROAD PLAN DETAIL}}{\textit{SCALE: } 1" = 20'}$



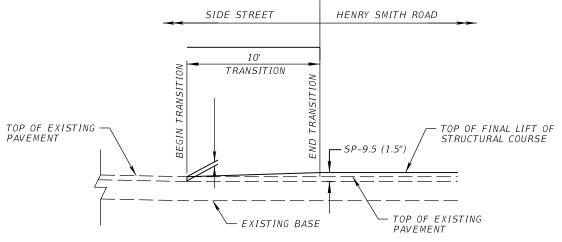
 $\begin{array}{c} \textit{TURNOUT CONSTRUCTION AT TOM BROWN ROAD} \\ \underline{\textit{PAVEMENT SECTION A-A DETAIL}} \\ \underline{\textit{N.T.S.}} \end{array}$



RESURFACING TRANSITION DETAIL AT PROJECT ENDS



RESURFACING TRANSITION DETAIL AT RAILROAD CROSSING N.T.S.



RESURFACING TRANSITION DETAIL AT SIDE STREETS N.T.S.

CR 108/HENRY SMITH ROAD

BEGIN STA. 100+08.70 - END STA. 100+18.70

<u>US 1/HENRY SMITH ROAD</u> BEGIN STA. 200+37.98 - END STA. 200+47.98

PINE STREET/HENRY SMITH ROAD

BEGIN STA. 13+47.25 - END STA. 13+57.25

CR 115 (OLD DIXIE HIGHWAY)/HENRY SMITH ROAD

BEGIN STA. 175+08.36, 10.00' RT - END STA. 175+08.36, 20.00' RT

SERVICE ROAD/HENRY SMITH ROAD

BEGIN STA. 195+28.20, 11.25' RT - END STA. 195+28.20, 22.25' RT

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PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



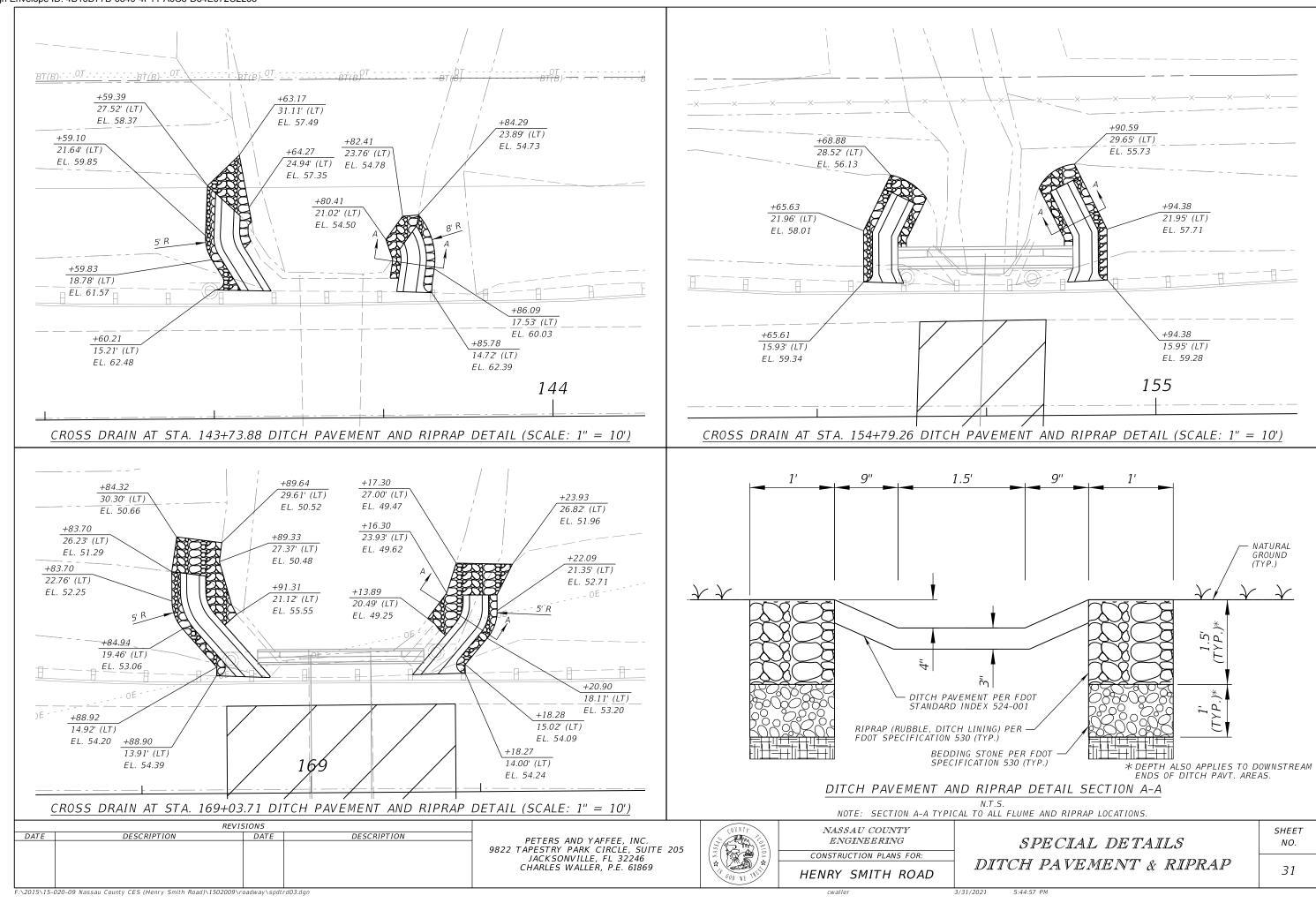
NASSAU COUNTY ENGINEERING

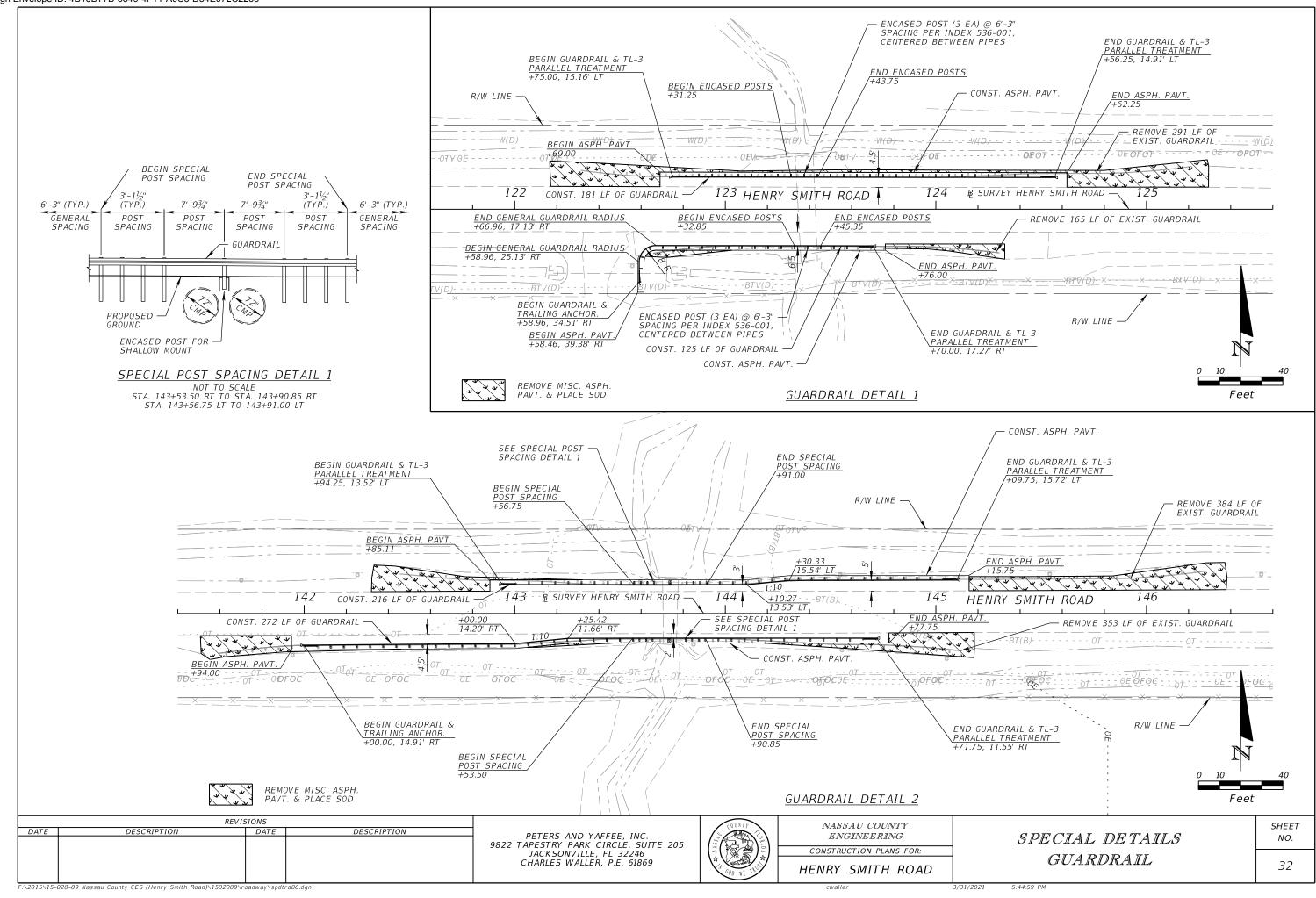
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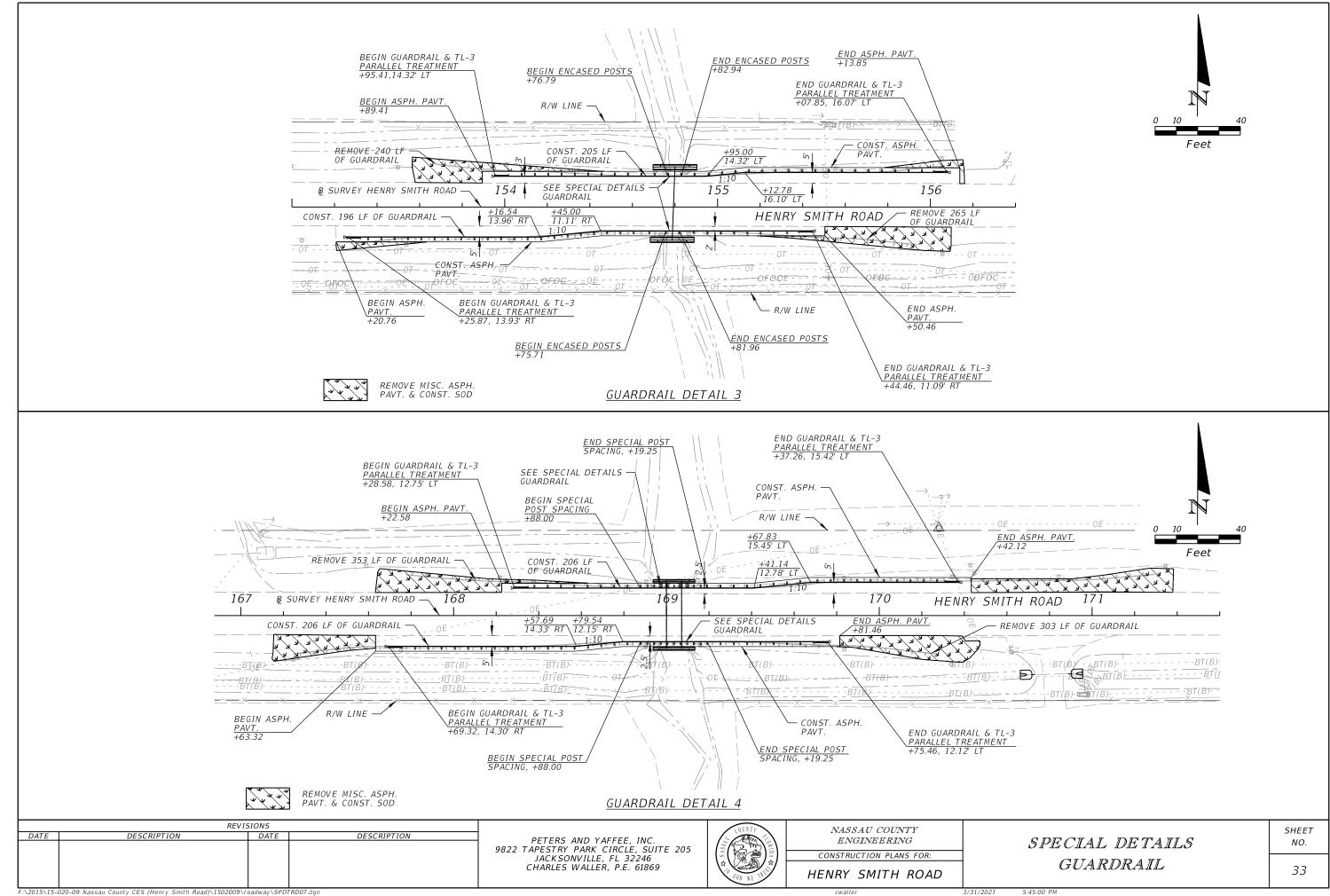
HENRY SMITH ROAD

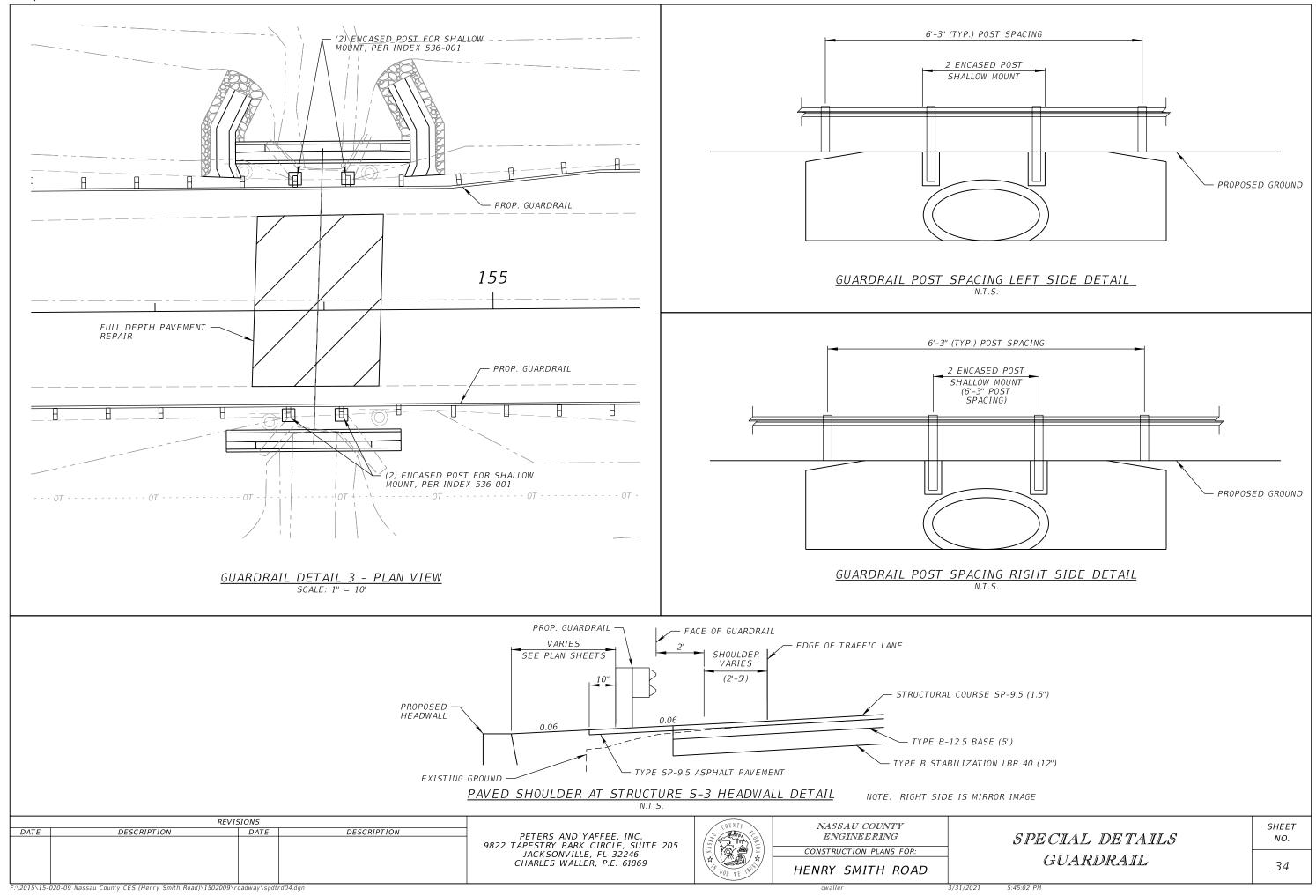
SPECIAL DETAILS
DRIVEWAY

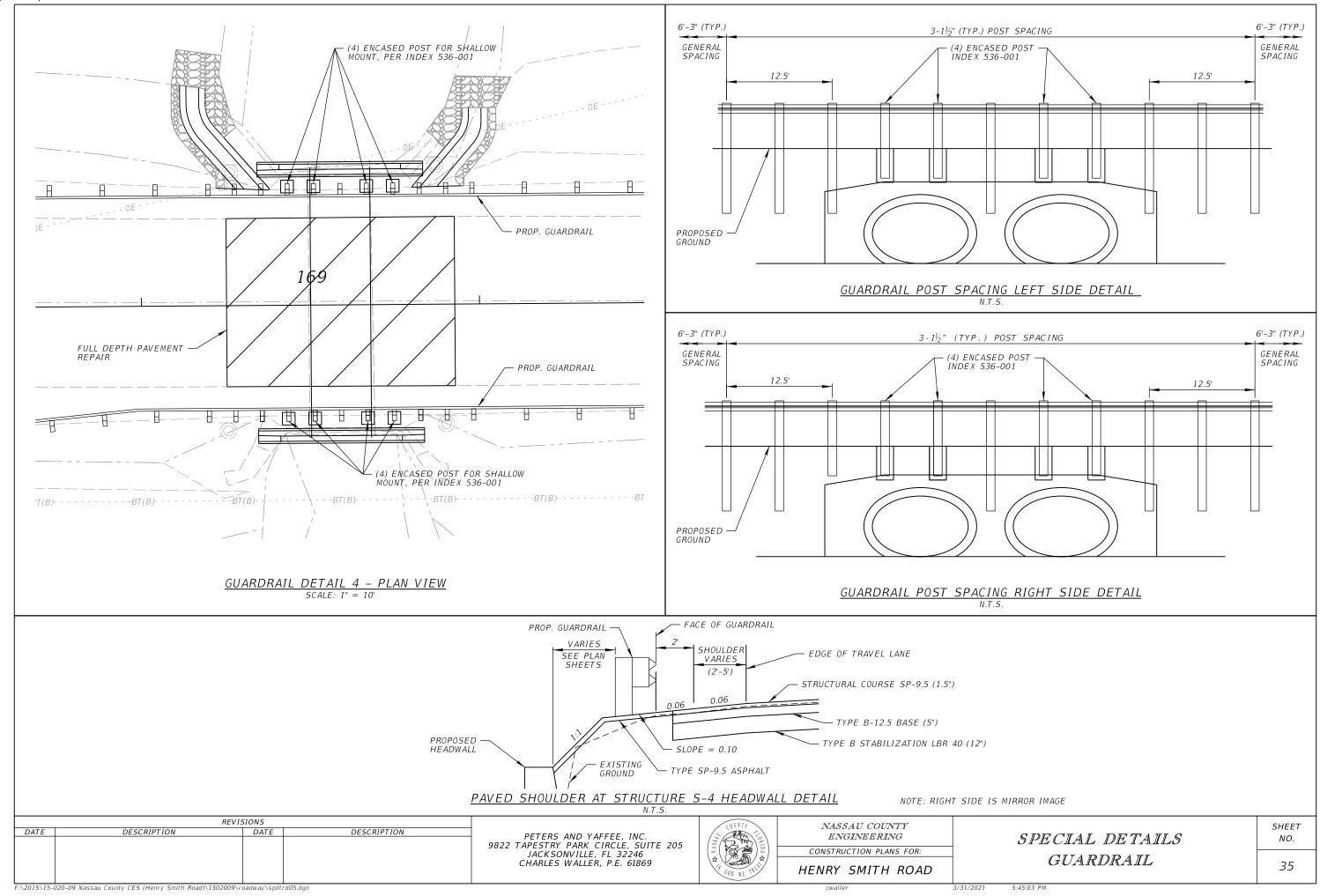
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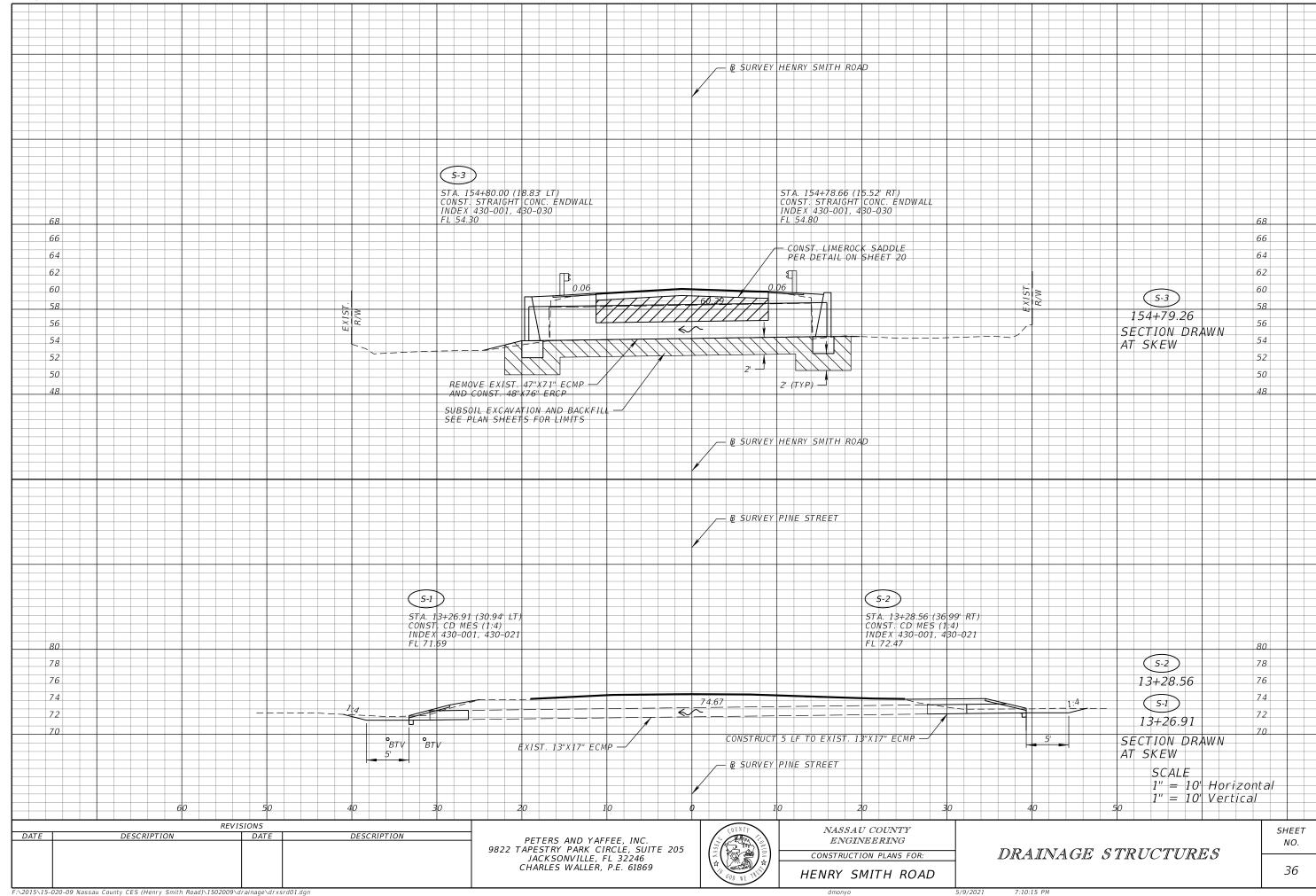


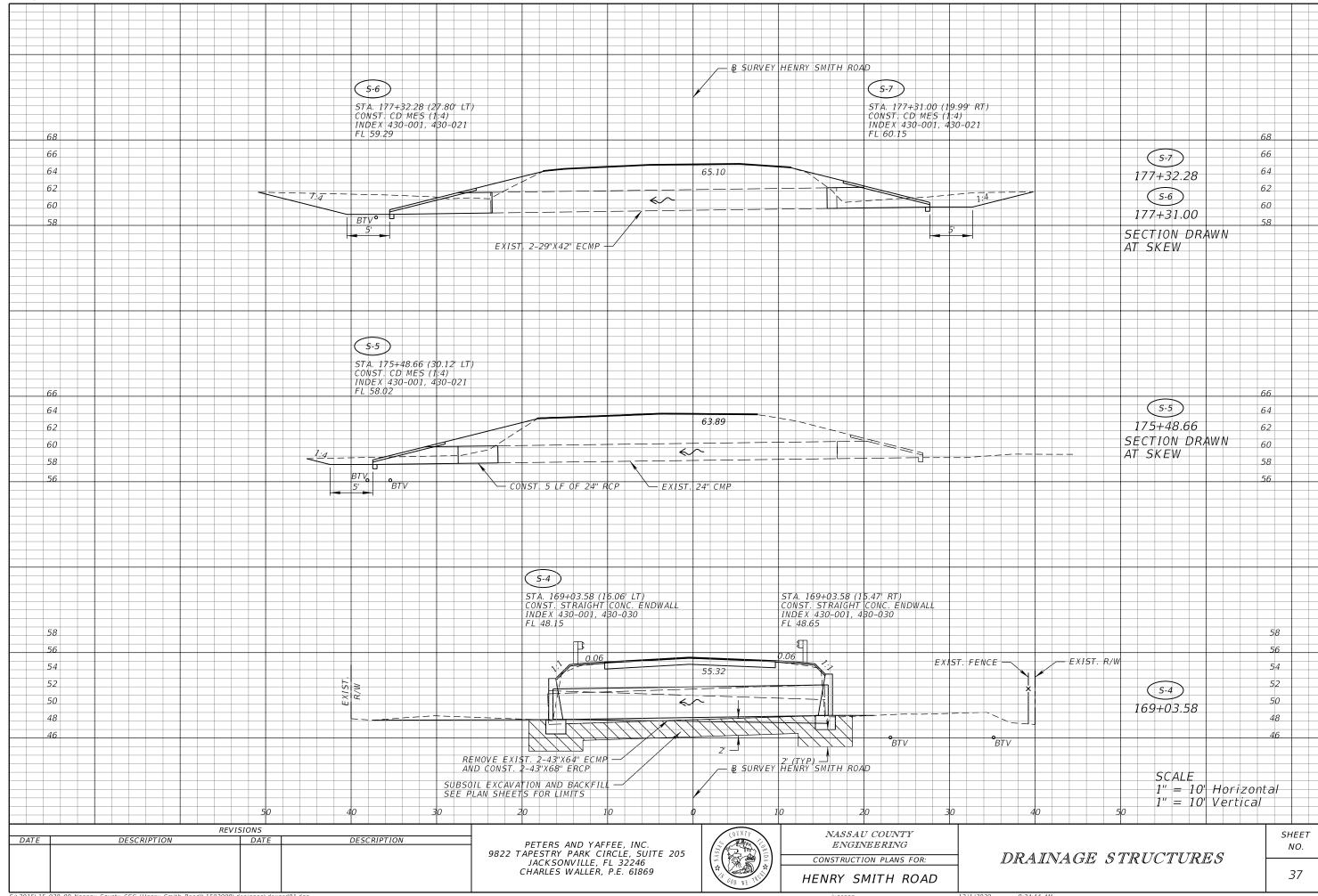












THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE FDOT STANDARDS PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY FDOT SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE MILLING AND RESURFACING OF HENRY SMITH ROAD FROM C.R. 108 TO U.S. 1. THE PROJECT ALSO INCLUDES INSTALLATION OF SIDE DRAIN MITERED END SECTIONS AT DRIVEWAYS AND ROADWAY CROSS DRAINS.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL EROSION CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE EROSION CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

- 1. CLEARING AND GRUBBING
- 2. ROADWAY CONSTRUCTION INCLUDING THE MILLING AND RESURFACING OF EXISTING ASPHALT.
- 3. PLACEMENT OF FINAL GRASSING AND SOD
- 1.C. AREA ESTIMATES:

TOTAL SITE AREA: 5.5 ACRES. TOTAL AREA TO BE DISTURBED: 5.5 ACRES.

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: 0.90 AFTER: 0.90

NO NEW IMPERVIOUS SURFACE IS ADDED WITH THIS PROJECT. EXISTING ASPHALT WILL BE MILLED AND RESURFACED WITH NO CHANGE IN IMPERVIOUS AREA LIMITS.

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE PROJECT GEOTECHNICAL REPORT. THE SOILS ENCOUNTERED ON THIS PROJECT ARE PREDOMINANTLY FINE SANDS AND FINE SANDS WITH SILT. ORGANIC FINE SANDS AND ORGANIC SILTY FINE SANDS WERE ALSO ENCOUNTERED.

OUTFALL INFORMATION:

RUNOFF FROM EASTERN PORTION OF HENRY SMITH ROAD IS COLLECTED IN ROADSIDE DITCHES AND CONVEYED TO WETLAND AREAS LOCATED TO THE NORTHWEST OF THE INTERSECTION OF HENRY SMITH ROAD AND THE CSX RAILROAD.

RUNOFF FROM THE PORTION OF HENRY SMITH ROAD LOCATED APPROXIMATELY 2250 FT WEST OF C.R. 108 IS COLLECTED BY ROADSIDE DITCHES AND CONVEYED TO WETLANDS LOCATED TO THE SOUTH OF AND ADJACENT TO HENRY SMITH ROAD.

1 F SITE MAP

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

- * APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN ON THE TYPICAL SECTION SHEET.
- * AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE TYPICAL SECTION SHEET AND PLAN SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
- * AREAS NOT TO BE DISTURBED: THE AREAS SHOWN IN THE TYPICAL SECTION WITH NO PROPOSED IMPROVEMENTS ABOVE OR BELOW THEM ARE NOT TO BE DISTURBED.
- * LOCATIONS OF TEMPORARY CONTROLS: LOCATIONS OF THESE ARE DESCRIBED ON THE ROADWAY PLAN SHEFTS.
- * LOCATIONS OF PERMANENT CONTROLS: GRASSING AND SOD WILL BE PLACED ON DISTURBED AREAS AS THE PERMANENT CONTROL FOR THIS PROJECT.
- * SURFACE WATERS: THE SURFACE WATERS TO WHICH RUNOFF DRAINS ARE WETLAND AREAS LOCATED TO THE NORTHWEST OF THE INTERSECTION OF HENRY SMITH ROAD AND THE CSX RAII ROAD.
- * DISCHARGE POINTS TO SURFACE WATERS: SEE ITEM 1.D FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.
- 1.F. RECEIVING WATERS:

WETLAND AREA LOCATED TO THE NORTHWEST OF THE HENRY SMITH ROAD AND CSX RAILROAD INTERSECTION.

LOCATION: LATITUDE: 30°40'21"N LONGITUDE: 81°54'28"W

VARIOUS WETLAND AREAS LOCATED SOUTH OF AND ADJACENT TO HENRY SMITH ROAD.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED EROSION CONTROL PLAN. WHERE FOLLOWING THE EROSION CONTROL PLANS OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SECTION 104 EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL EROSION CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE EROSION CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED IN PORTIONS OF THE SITE. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

PERMANENT.

 * GRASSING AND SOD IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIER IN ACCORDANCE WITH ROADWAY PLAN SHEETS IN THESE PLANS AND FDOT SPECIFICATION SECTION 104.

PERMANENT:

* GRASSING AND SOD IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 570.

2.B STORMWATER MANAGEMENT:

DRAINAGE SYSTEMS COMPOSED OF DITCHES, SIDE DRAIN PIPES, AND DITCH BOTTOM INLETS WILL REMAIN TO CAPTURE AND CONVEY RUNOFF TO EXISTING OUTFALL LOCATIONS.

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * LEGALLY DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS.

2.C.2 OFFSITE VEHICLE TRACKING & DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- * COVERED LOADED HAUL TRUCKS WITH TARPAULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY.
- * STABILIZING CONSTRUCTION ENTRANCES.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND FULL DEPTH REPLACEMENT OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

REVISIONS

DATE DESCRIPTION DATE DESCRIPTION

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

STORMWATER POLLUTION PREVENTION PLAN SHEET NO.

38

5/10/2021

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE FDOT SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.1 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* FDEP RULE CHAPTER 62-330 F.A.C.

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SEDIMENT BARRIER: MAINTAIN PER FDOT SPECIFICATION SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SEDIMENT BARRIER ON 12 MONTH INTERVALS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO ENSURE THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTROLS
- * STORMWATER MANAGEMENT SYSTEMS.
- * LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGE OF POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLUTTION FROM THESE NON-STORMWATER DISCHARGES.

	REVISIONS								
DATE	DESCRIPTION	DATE	DESCRIPTION						



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

STORMWATER POLLUTION PREVENTION PLAN SHEET NO.

39

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

CHARLES WALLER, P.E. 61869

TTCP GENERAL NOTES

- 1. THE EXISTING POSTED SPEED LIMIT ON HENRY SMITH ROAD SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. EXISTING POSTED SPEED IS 45 MPH EAST OF PINE STREET AND 35 MPH WEST OF PINE STREET.
- 2. CONTRACTOR SHALL REFER TO THE FDOT STANDARD PLANS FOR TTCP CONTROL CLARIFICATION. SEE INDEXES 102-600, 102-602, 102-603, 102-604 AND 102-605.
- CONTRACTOR SHALL COVER ANY REGULATORY OR OTHER SIGNS WHICH ARE IN CONFLICT WITH THE PROPOSED TTCP SIGNAGE.
- 4. ALL SIGNING, PAVEMENT MARKINGS AND BARRICADES NECESSARY FOR THE TTCP SHALL CONFORM TO STANDARD TRAFFIC CONTROL REQUIREMENTS AND THE MUTCD. MAINTAIN EXISTING SIGNS THROUGHOUT CONSTRUCTION. RELOCATE AS NECESSARY FOR VISIBILITY AND FOR AVOIDANCE OF CONSTRUCTION.
- 5. TRAFFIC CONTROL STANDARDS SHALL BE ADHERED TO AT THE END OF EACH WORK DAY. SPECIAL CONSIDERATION SHOULD BE MADE FOR RESIDENTIAL ACCESSES.
- ALL ROAD NAME SIGNS SHALL BE VISIBLE TO TRAFFIC AT ALL TIMES FOR EMERGENCY RESPONSE PERSONNEL
- 7. ALL DROP OFF/SHOULDER CONDITIONS SHALL BE HANDLED IN ACCORDANCE WITH FDOT INDEX 102-600.
- 8. ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.
- 9. ACCESS TO BUSINESSES, DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES.
- 10. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT DENOTE PAVEMENT MARKINGS.
- 11. NO WORK SHALL BE ALLOWED ON BOTH SIDES OF THE ROAD AT THE SAME TIME.
- 60" 2.5" FHWA SERIES C 10" DIA. COUNTY SEAL (PROVIDED BY THE COUNTY) HENRY SMITH ROAD **IMPROVEMENTS** NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS THOMAS R. FORD. DISTRICT 4. CHAIRMAN AARON C. BELL. DISTRICT 2. VICE CHAIRMAN JOHN F. MARTIN, DISTRICT 1 ─ 2.5" FHWA SERIES C JEFF GRAY, DISTRICT 3 KLYNT A. FARMER, DISTRICT 5 ENGINEERING CONSULTANT PETERS AND YAFFEE INC CONTRACTOR XXXXXXXXXXXXXXX FOR MORE INFO CONTACT ENGINEERING AT (904) 530-6225 IMPACT FEE SIGN -1.5" FHWA SERIES C N.T.S.

DATE

- 1. WHITE LETTERING ON BLUE INFORMATION SIGN TO BE PROVIDED BY CONTRACTOR AT PROPOSED LOCATIONS PER NASSAU COUNTY.
- 2. ALL SIGN FONT SHALL BE FHWA SERIES C.

REVISIONS

DATE

3. THE COST OF UPDATING AND INSTALLING TWO (2) IMPACT FEE SIGNS SHALL BE INCLUDED IN THE COST OF THE PAY ITEM 102-1 MAINTENANCE OF TRAFFIC.

DESCRIPTION

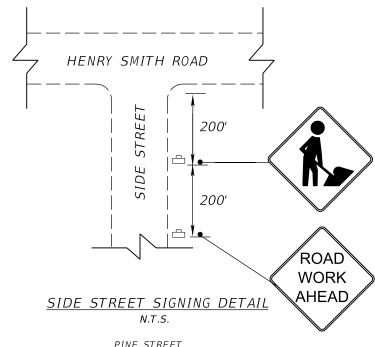
- 12. NO STAGING OF ANY CONSTRUCTION EQUIPMENT, PERSONNEL OR PERSONAL VEHICLES WILL BE ALLOWED ON PRIVATE PROPERTY AT ANY TIME.
- 13. AREAS SHIELDED BY EXISTING GUARDRAIL MUST REMAIN SHIELDED DURING NON-WORK PERIODS.
- 14. ADHERE TO AND COORDINATE WITH CSX RAILROAD TRAFFIC CONTROL REQUIREMENTS DURING CONSTRUCTION. SEE GENERAL NOTES SHEET FOR MORE INFORMATION.
- 15. GUARDRAIL REMOVAL AND INSTALLATION WILL ONLY BE ALLOWED TO OCCUR ON ONE SIDE OF HENRY SMITH ROAD AT A TIME.
- 16. PORTABLE CHANGEABLE MESSAGE SIGNS ON US 1 SHALL BE UTILIZED 14 DAYS PRIOR TO CONSTRUCTION START

PCMS MESSAGE 1: ROAD

WORK **BEGINS**

PCMS MESSAGE 2:

DAYMONTH DATF



PINE STREET

TOM BROWN ROAD

DYAL LANE

OLD DIXIE HIGHWAY

PRIVATE DRIVE (500' SOUTH OF SR 15 NEW KINGS RD.)

SIREN LANE

McCLURE LANE

TIMBER TRAIL

5/9/2021

GENERAL NOTES

TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO.

HENRY SMITH ROAD

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

CHARLES WALLER, P.E. 61869

NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

40

DESCRIPTION

TEMPORARY TRAFFIC CONTROL PLAN - MILLING AND RESURFACING (STA. 100+08.70 TO STA. 176+31.29 AND STA. 176+73.32 TO STA. 200+47.98)

PHASE I NOTES:

- 1. INSTALL EROSION CONTROL DEVICES AT LOCATIONS INDICATED ON THE PLAN SHEETS.
- 2. INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON THE TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEXES 102-603, AND 102-604.
- 3. CLOSE WESTBOUND LANE AND MAINTAIN TRAFFIC AS INDICATED IN TTCP TYPICAL SECTION 1.
- 4. MILL AND PLACE STRUCTURAL COURSE (RESURFACE AND OVERBUILD COURSE) ON WESTBOUND LANE.
- 5. CONSTRUCT DRAINAGE IMPROVEMENTS WITHIN WORK ZONE LIMITS INDICATED ON TTCP TYPICAL SECTION 1.
- 6. CONSTRUCT DRIVEWAY IMPROVEMENTS AND OTHER IMPROVEMENTS AS INDICATED ON PLAN SHEETS.

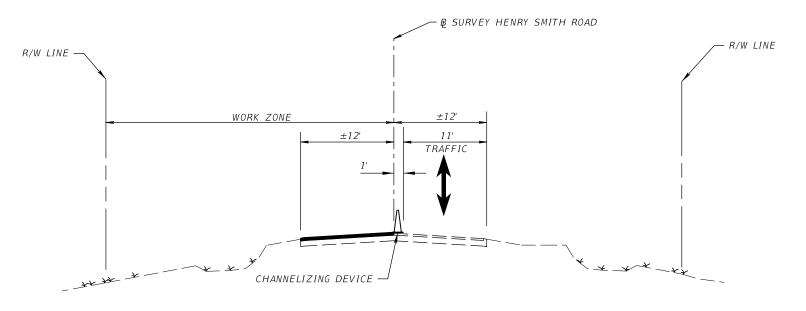
PHASE II NOTES:

- 1. INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON THE TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEX 102-603 AND 102-604.
- 2. CLOSE EASTBOUND LANE AND MAINTAIN TRAFFIC AS INDICATED IN TTCP TYPICAL SECTION II.
- 3. MILL AND PLACE STRUCTURAL COURSE ON EASTBOUND LANE.
- 4. CONSTRUCT DRIVEWAY IMPROVEMENTS AND OTHER IMPROVEMENTS AS INDICATED ON PLAN SHEETS.

TEMPORARY TRAFFIC CONTROL PLAN - CROSS DRAIN REPLACEMENT DETOUR

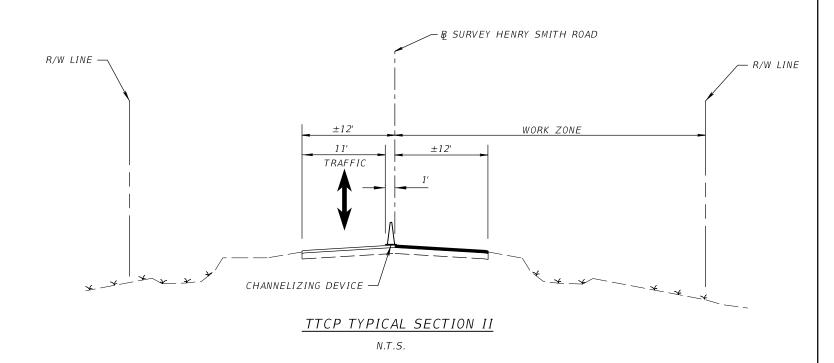
PHASE I NOTES:

- 1. INSTALL EROSION CONTROL DEVICES AT LOCATIONS INDICATED IN PLAN SHEETS.
- 2. INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEXES 102-603 AND 102-604.
- 3. CLOSE TRAVEL LANES AND MAINTAIN TRAFFIC AS INDICATED IN TTCP DETOUR FOR CROSS DRAIN WORK
- 4. CONSTRUCT DRAINAGE IMPROVEMENTS AT CROSS DRAIN LOCATIONS. ONLY ONE CROSS DRAIN WILL BE REMOVED AND REPLACED AT A TIME.
- 5. CONSTRUCT GUARDRAIL REMOVAL AND INSTALLATION AT ONE CROSS DRAIN LOCATION AT A TIME ON ONLY ONE SIDE OF THE ROAD AT A TIME.
- 6. AREAS SHIELDED BY EXISTING GUARDRAIL MUST REMAIN SHIELDED DURING NON-WORK PERIODS.
- 7. CONSTRUCT THE FULL DEPTH PAVEMENT AND PLACE TEMPORARY PAVEMENT STRIPING.
- 8. FOLLOW THE SAME SEQUENCE AS INDICATED IN PHASE I TO RESURFACE FINAL COURSE FOR WESTBOUND TRAVEL LANE. PLACE FINAL STRUCTURAL COURSE ON EASTBOUND AS INDICATED IN PHASE II.
- 9. APPLY FINAL PAVEMENT MARKING.



TTCP TYPICAL SECTION I

N.T.S.



CONSTRUCTION PHASING & TYPICAL SECTIONS

TEMPORARY TRAFFIC

REVISIONS

DATE DESCRIPTION DATE DESCRIPTION

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869

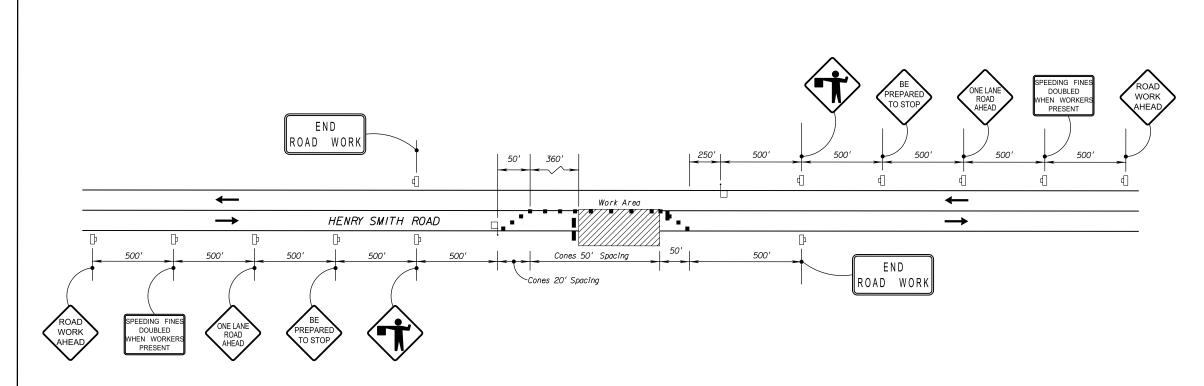


NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

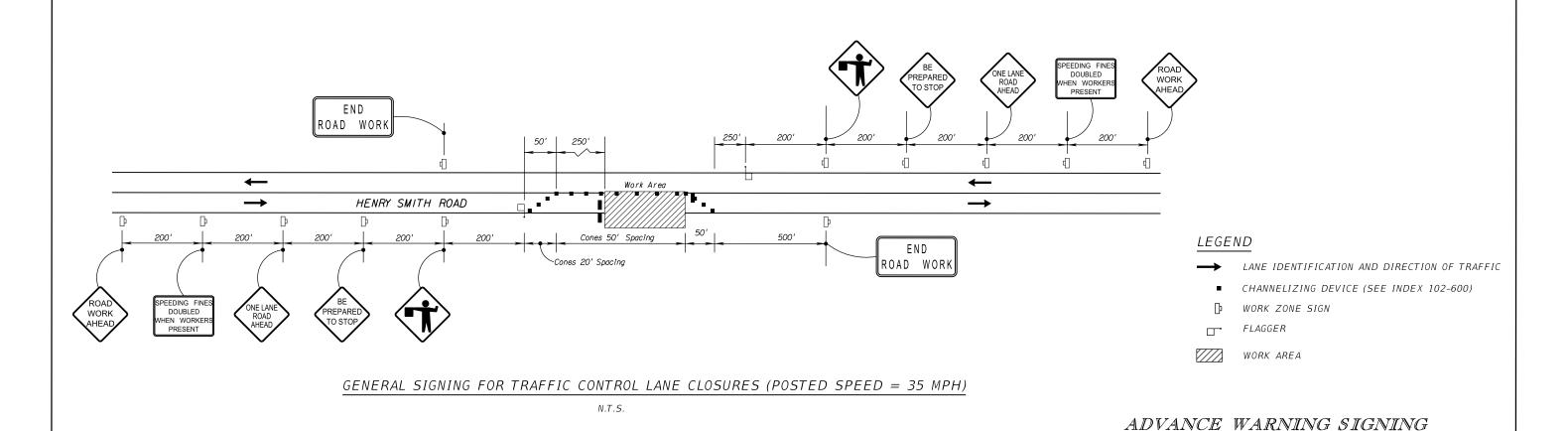
CONTROL PLANS

SHEET NO.



GENERAL SIGNING FOR TRAFFIC CONTROL LANE CLOSURES (POSTED SPEED = 45 MPH)

N.T.S.



PETERS AND YAFFEE, INC.

9822 TAPESTRY PARK CIRCLE, SUITE 205

JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869

DESCRIPTION

DATE

REVISIONS

DESCRIPTION

NASSAU COUNTY

ENGINEERING

CONSTRUCTION PLANS FOR:

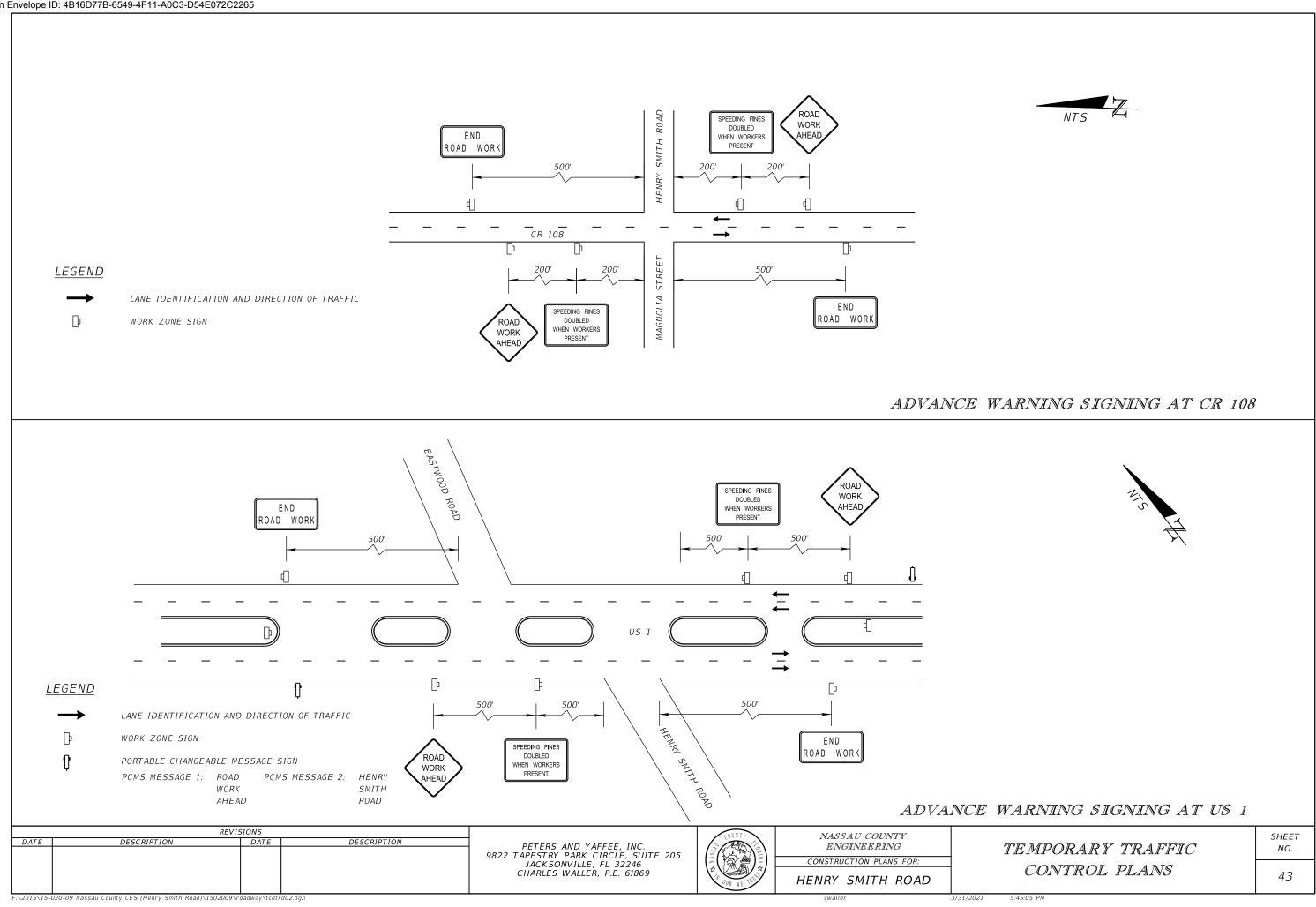
HENRY SMITH ROAD

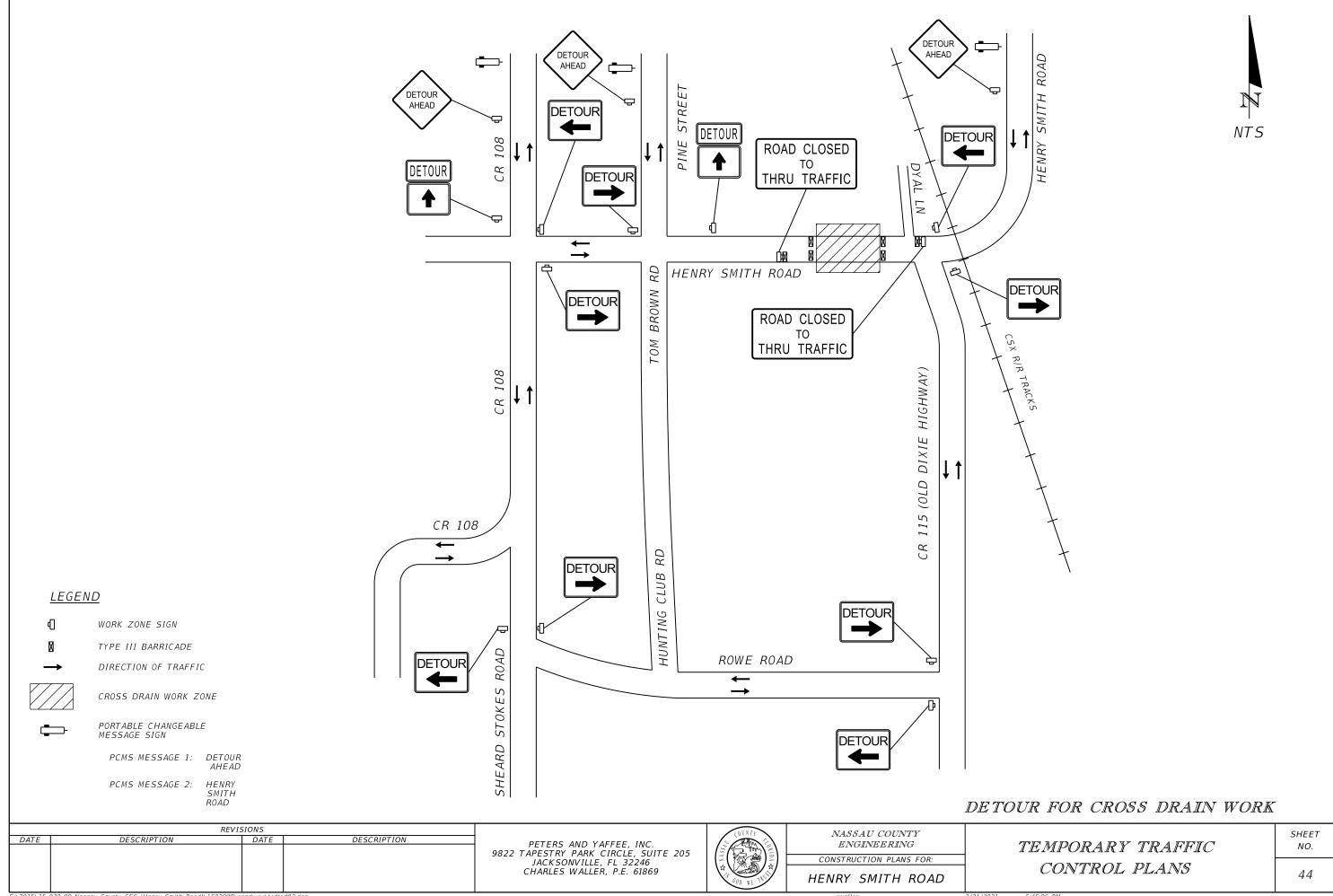
TEMPORARY TRAFFIC

CONTROL PLANS

SHEET

NO.





FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL	
0101-1	MOBILIZATION	LS	1		
0102-1	MAINTENANCE OF TRAFFIC	LS	1		
0104-10-3	SEDIMENT BARRIER	LF	1762		
0104-11	FLOATING TURBIDITY BARRIER	LF	84		
0104-18	INLET PROTECTION SYSTEM	EA	3		
0107 - 1	LITTER REMOVAL	AC	54		
0107 - 2	MOWING	AC	51		
0110-1-1	CLEARING AND GRUBBING	AC	1		
0120-1	REGULAR EXCAVATION	CY	38		
0120-6	EMBANKMENT	CY	117		
0160-4	TYPE B STABILIZATION	SY	80		
0285706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	77		
0286 - 1	TURNOUT CONSTRUCTION/DRIVEWAY BASE- RAP MATERIAL	SY	426		
0334 - 1 - 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	2638		
0430-174-118	DRAINAGE PIPE, 18" RCP	LF	15		
0430 - 175 - 124	DRAINAGE PIPE, 24" RCP	LF	5		
0430 - 175 - 215	0430-175-215 DRAINAGE PIPE, 13"X17" ECMP				
0430-982-129	MITERED END SECTION, 24" RCP, CD	EA	1		
0430 - 982 - 623	MITERED END SECTION, 13"X17" ERCP, CD	EA	2		
430 - 982 - 638	MITERED END SECTION, 29"X42" ERCP, CD	EA	4		
0430-984-123-1	MITERED END SECT, 15" RCP, SD	EA	2		
0430 - 984 - 123 - 2	MITERED END SECT, 15" CMP, SD	EA	8		
0430-984-125-1	MITERED END SECT, 18" RCP, SD	EA	2		
0430 - 984 - 125 - 2	MITERED END SECT, 18" CMP, SD	EA	14		
0430 - 984 - 623	MITERED END SECT, 13"X17" ECMP, SD	EA	2		
0430-984-625	MITERED END SECT, 15"X21" ECMP, SD	EA	8		
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	189		
0524 - 1 - 1	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	23		
0530 - 3 - 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	17		
0530-74	BEDDING STONE	TN	10		
0536 - 1 - 1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	1638		
0536 - 7 - 3	SPECIAL GUARDRAIL POST - ENCASED POST FOR SHALLOW MOUNT	EA	21		
0536-73	GUARDRAIL REMOVAL	LF	2351		
0536-85-20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	EA	1		
0536-85-24	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL	EA	15		
0570-1-2	PERFORMANCE TURF, SOD	SY	7501		

	REVIS	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION
		1	



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

	SUMMARY OF PAY ITEMS - BASE BID SIGNING AND PAVEMENT MARKING I	TEMS				
FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL		
700 - 1 - 11	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	AS	8			
700 - 1 - 12	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS	1			
700 - 1 - 50	SINGLE POST SIGN, RELOCATE	AS	3			
700 - 1 - 60	SINGLE POST SIGN, REMOVE	AS	8			
705 - 10 - 1	OBJECT MARKER, TYPE 1	EA	3			
705 - 10 - 2	705-10-2 OBJECT MARKER, TYPE 2					
705 - 10 - 3	-10-3 OBJECT MARKER, TYPE 3					
706 - 1 - 1	706-1-1 RAISED PAVEMENT MARKERS					
711-11-125	711-11-125 THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK					
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2			
711-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	42			
711-14-193	711-14-193 THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE					
711-16-101	711-16-101 THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"					
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	3.284			
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.341			



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS - BASE BID								
PAY ITEM	ITEM DESCRIPTION		ALL PHASES		TOTAL		DESIGN CONSTRU	CONSTRUCT I ON	
NO.	PAY ITEM DESCRIPTION	UNIT	DURAT I ON	QUANT ITY	TOTAL			NOTES	REMARKS
			DAYS	Р	Р	Р	F		
0102 1	MAINTENANCE OF TRAFFIC	LS		1	1	1		CONSTRUCTION = DAYS	

	REVI	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

S	UMMARY	OF E	ROSIO	N AND	SEDIM	IENT C	ONTROL	. DEV I	CES - BASE BID	
LOCATION		AREA		MENT RIER	TURB	NTING IDITY RIER	PROTE	LET CTION TEM	DESIGN	CONSTRUCTION
	SIDE	ID	0104	10 3	010	4 11	0104	4 18	NOTES	REMARKS
STA. TO STA.				F F	+	.F	P L	F F		
154+85.52 to 154+96.92	LT	23421	29.8		'		 '	,		
154+63.50 to 154+73.30	LT	23422	27.1							
168+75.42 to 168+93.77	LT	23423	40.8							
169+13.39 to 169+24.97	LT	23424	33.4							
143+53.34 to 143+66.49	LT	23425	31.5							
143+80.05 to 143+91.03	LT	23426	23.5							
177+03.10 to 177+48.73	LT	23427	50.0							
175+20.76 to 175+55.55	LT	23428	32.6							
126+12.36 to 126+42.19	LT	23434	63.5							
126+86.49 to 127+06.35	LT	23435	51.7							
132+31.78 to 132+43.21	RT	23436	35.4							
133+90.69 to 134+02.13	RT	23440	35.4							
133+88.24 to 133+99.68	LT	23442	34.9							
137+08.13 to 137+19.57	RT	23448	36.9							
139+44.90 to 139+58.79	RT	23449	40.6							
139+19.28 to 139+30.72	RT	23452	36.9							
133+60.57 to 133+73.91	LT	23453	36.6							
138+53.51 to 138+64.94	LT	23454	36.6							
138+27.36 to 138+40.70	LT	23456	36.6							
156+58.36 to 156+69.80	LT	23458	36.6							
156+26.95 to 156+40.29	LT	23459	36.6							
158+75.33 to 158+86.76	LT	23463	36.6							
158+43.91 to 158+57.25	LT	23465	36.6							
160+23.40 to 160+34.84	LT	23467	36.6							
159+91.99 to 160+05.33	LT	23469	36.6							
194+20.58 to 194+32.45	LT	23471	34.6							
193+72.52 to 193+86.11	LT	23473	36.6							
117+92.35 to 118+04.62	RT	23478	30.0							
132+62.32 to 132+73.76	RT	23479	35.2							
134+18.36 to 134+29.80	RT	23480	35.8							
135+33.65 to 135+48.16	RT	23481	39.7							
135+07.72 to 135+19.16	RT	23483	36.9							
137+33.08 to 137+48.25	RT	23484	42.4							
158+43.43 to 158+54.86	RT	23485	36.9							
158+74.89 to 158+89.39	RT	23487	39.7							
163+20.50 to 163+31.94	RT	23490	36.9							
163+49.46 to 163+63.96	RT	23492	39.7							
164+64.45 to 164+78.96	RT	23494	39.7							
164+46.42 to 164+57.85	RT	23496	36.9							†
170+61.28 to 170+72.72	RT	23498	36.9							+
170+86.15 to 171+00.65	RT	23499	39.7							<u> </u>
172+47.23 to 172+58.67	RT	23502	36.9							†
172+84.23 to 172+98.74	RT	23502	39.7							
187+60.58 to 187+73.67	RT	23507	42.6		<u> </u>	 	1			
187+14.41 to 187+25.88	RT	23508	39.0		<u> </u>					
	1		23.0							
	511	L B-TOTAL:	1689.2		<u> </u>	 	1			
		TOTAL:	1762		84		3			
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REVISIONS									
DESCRIPTION	DATE	DESCRIPTION							



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES - BASE BID												
LOCATION	SIDE	AREA	SEDII BARR		F LOA' TURB I BARR	DITY	PROTE	LET CTION TEM	DESIGN	CONST RUCT I ON		
	SIDE	ID	0104	10 3	0104	1 11	0104	4 18	NOTES	REMARKS		
STA. TO STA.	STA. TO STA.		L	F	L.	F	EA					
			Р	F	Р	F	P	F				
198+44.33 to 198+57.78	RT	23509	39.5									
117+68.30 to 117+81.30	RT	23431	33.0									
143+58.94 to 143+93.94	LT	11466			35.0							
154+70.32 to 154+83.32	LT	11468			13.0							
168+88.83 to 169+24.83	LT	11464			36.0							
199+51.19 to 199+57.28	RT	23991					1					
200+02.52 to 200+12.22	RT	23992					1					
200+32.46 to 200+41.71	RT	23993					1					
	SU	B-TOTAL:	72.5	•	84.0		3					

	REVIS	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION
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NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

					SUMI	MARY O	F LITTE	R REMO	OVAL AN	ND MON	ING -	BASE B	I D			
			2	>		LI	TTER REMO	OVAL				MOW I NG				
CONCT	LOCAT I ON		10N 'S)	(S)			0107 1					0107 2	H		DECION	CONCERNCETON
CONST. PHASE		SIDE	A A	ޥ				AREA					AREA		DESIGN NOTES	CONSTRUCTION REMARKS
777.32	STA. TO STA.		DURAT (DAY	FREQUENCY (DAYS)	AREA I D	CYCLES	AC / CYCLE	TOTAL P	. (AC) F	AREA ID	CYCLES	AC / CYCLE	TOTAL P	(AC) F	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7,277,11,103
ALL	126+74.26 to 176+22.81	LT	120	30	8344	4	3.330	13.320	,				·			
	100+09.49 to 174+98.87	RT	120	30	8059	4	5.155	20.620								
	175+34.63 to 176+25.04	RT	120	30	8378	4	0.049	0.196								
	176+72.87 to 200+69.06	LT	120	30	8321	4	1.499	5.996								
	100+07.58 to 126+51.10	LT	120	30	7048	4	1.748	6.992								
	195+46.82 to 200+32.78	RT	120	30	10840	4	0.275	1.100								
	176+68.03 to 194+93.63	RT	120	30	10963	4	1.437	5.748								
	175+34.63 to 176+25.04	RT	120	30	8603	4				0.049	4	0.049	0.196			
	100+07.58 to 101+22.21	LT	120	30	9051	4				0.07	4	0.070	0.280			
	101+34.15 to 102+44.05	LT	120	30	9063	4				0.067	4	0.067	0.268			
	102+53.16 to 103+89.11	LT	120	30	9072	4				0.083	4	0.083	0.332			
	103+97.69 to 104+38.07	LT	120	30	9080	4				2.3E-2	4	0.023	0.092		<u> </u>	
	104+53.30 to 107+91.37	LT	120	30	9087	4				0.217	4	0.217	0.868			
	108+02.36 to 110+33.98	LT	120	30	9098	4				0.15	4	0.150	0.600			
	110+43.97 to 112+92.76	LT	120	30	9110	4				0.161	4	0.161	0.644			
	113+04.99 to 113+46.42	LT	120	30	9121	4				0.026	4	0.026	0.104			
	113+53.94 to 115+58.29	LT	120	30	9127	4				0.134	4	0.134	0.536			
	115+68.25 to 116+35.57	LT	120	30	9139	4				0.042	4	0.042	0.168			
	116+45.38 to 119+37.93	LT	120	30	9151	4				0.197	4	0.197	0.788			
	119+52.41 to 120+91.45	LT	120	30	9162	4				0.09	4	0.090	0.360			
	121+05.89 to 126+51.10	LT	120	30	9460	4				0.307	4	0.307	1.228			
	100+09.49 to 103+07.15	RT	120	30	9480	4				0.203	4	0.203	0.812			
	103+16.17 to 104+34.67	RT	120	30	9496	4				0.08	4	0.080	0.320			
	104+44.95 to 107+42.91	RT	120	30	9508	4				0.204	4	0.204	0.816			
	107+52.85 to 109+04.36	RT	120	30	9521	4				0.1	4	0.100	0.400			
	109+14.59 to 110+48.57	RT	120	30	9536	4				0.087	4	0.087	0.348			
	110+60.34 to 111+77.59	RT	120	30	9544	4				0.077	4	0.077	0.308			
	111+86.44 to 112+23.79	RT	120	30	9553	4				2.3E-2	4	0.023	0.092			
	112+33.03 to 113+51.16	RT	120	30	9562	4				0.079	4	0.079	0.316			
	113+59.72 to 117+82.60	RT	120	30	9571	4				0.283	4	0.283	1.132			
	117+91.47 to 120+91.41	RT	120	30	9583	4				0.198	4	0.198	0.792			
	121+02.72 to 122+33.19	RT	120	30	9594	4				0.086	4	0.086	0.344			
	122+43.88 to 125+78.42	RT	120	30	9606	4				0.177	4	0.177	0.708			
	125+86.51 to 126+53.64	RT	120	30	9617	4				0.04	4	0.040	0.160			
	126+74.10 to 128+41.65	RT	120	30	9647	4				0.108	4	0.108	0.432			
	128+49.35 to 132+46.86	RT	120	30	9663	4				0.265	4	0.265	1.060			
	132+56.82 to 134+05.47	RT	120	30	9679	4				0.097	4	0.097	0.388			
	134+13.20 to 135+24.24	RT	120	30	9688	4				0.071	4	0.071	0.284			
	135+32.71 to 137+23.77	RT	120	30	9697	4				0.12	4	0.120	0.480			
	137+27.40 to 139+33.67	RT	120	30	9706	4				0.134	4	0.134	0.536			
	139+43.62 to 149+30.72	RT	120	30	9714	4				0.632	4	0.632	2.528			
	149+42.68 to 163+35.79	RT	120	30	9724	4				0.938	4	0.938	3.752			
	172+82.95 to 174+98.87	RT	120	30	9741	4				0.141	4	0.141	0.564			
	170+86.53 to 172+65.80	RT	120	30	9749	4				0.12	4	0.120	0.480			
	163+45.61 to 170+77.71	RT	120	30	9758	4				0.46	4	0.460	1.840			
	126+74.26 to 132+09.63	LT	120	30	9904	4				0.366	4	0.366	1.464			
						_	SUB-TOTAL:	53.972				SUB-TOTAL:	26.820			
							TOTAL:	53.97				TOTAL:	50.41			

	REVISIONS											
DATE	DESCRIPTION	DATE	DESCRIPTION									



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

			≥ .	5		LIT	TTER REM	OVAL				MOW I NG				
CONST.	LOCATION		10N (S)				0107	1				0107 2			DESIGN	CONSTRUCTION
PHASE L		SIDE	RAT) A	4054			AREA		4054			AREA		NOTES	REMARKS
	STA. TO STA.		DUR (E	FREQUENCY (DAYS)	AREA I D	CYCLES	AC / CYCLE	TOTAL P	(AC) F	AREA CYCLES	CYCLES	AC / CYCLE	TOTAL P	(AC) F		
ALL	132+19.21 to 133+75.81	LT	120	30						9919	4	0.106	0.424			
	133+83.92 to 148+32.59	LT	120	30						9929	4	0.916	3.664			
	148+40.45 to 156+47.08	LT	120	30						9946	4	0.482	1.928			
	156+55.49 to 158+58.93	LT	120	30						9961	4	0.134	0.536			
	158+68.81 to 160+07.43	LT	120	30						9972	4	0.087	0.348			
	160+19.05 to 161+73.83	LT	120	30						9982	4	0.101	0.404			
	161+84.56 to 164+19.71	LT	120	30						9994	4	0.154	0.616			
	164+33.39 to 166+77.55	LT	120	30						10004	4	0.161	0.644			
	166+98.87 to 176+22.81	LT	120	30						10015	4	0.548	2.192			
	194+11.26 to 195+45.67	LT	120	30						10308	4	0.087	0.348			
	195+69.33 to 196+94.11	LT	120	30						10321	4	0.092	0.368			
	197+17.81 to 198+46.14	LT	120	30						10335	4	0.105	0.420			
	198+74.96 to 200+69.06	LT	120	30						10353	4	0.128	0.512			
	176+72.45 to 193+95.12	LT	120	30						10482	4	1.007	4.028			
	200+17.99 to 200+32.78	RT	120	30						10562	4	0.001	0.004			
	198+74.17 to 199+60.66	RT	120	30						10568	4	0.049	0.196			
	195+48.89 to 198+62.17	RT	120	30						10581	4	0.169	0.676			
	187+50.63 to 194+92.12	RT	120	30						10651	4	0.550	2.200			
	177+90.91 to 187+37.81	RT	120	30						10691	4	0.934	3.736			
	176+68.03 to 177+81.79	RT	120	30						10675	4	0.087	0.348			
							SUB-TOTAL:					SUB-TOTAL:	23.59			

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA I D	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.	1			AREA (AC)	Р	F	Р	F	_		
110 1 1	CLEARING AND GRUBBING	122+16.61 to 125+29.54	LT	26158	LS	0.034	4		1		0.33 TOTAL ACRES		
		122+58.46 to 122+62.13	RT	32703		0.001							
		122+62.13 to 123+03.11	RT	32710		0.002					PAVT. REMOVAL AREA		
		123+76.00 to 124+32.73 RT 32714 0.005 PAVT. REMOVAL AREA											
		126+38.50 to 126+88.45	RT	12735		0.015							
		138+30.36 to 138+61.94	LT	12484		0.006							
		141+50.70 to 142+46.07	RT	32762		0.010					PAVT. REMOVAL AREA		
		142+31.96 to 143+32.16	LT	32732		0.013					PAVT. REMOVAL AREA		
		143+54.07 to 143+91.31	LT	12430		0.016							
		144+17.49 to 145+18.32	RT	32767		0.012					PAVT. REMOVAL AREA		
		145+15.80 to 146+38.27	LT	32737		0.023					PAVT. REMOVAL AREA		
		153+20.74 to 156+16.09	LT/RT	26233		0.070					PAVT. REMOVAL AREA		
		156+30.00 to 156+66.85	LT	24371		0.009					BROKEN CONCRETE AT DRIVEWAY		
		167+14.67 to 171+38.32	LT/RT	26324		0.113					PAVT. REMOVAL AREA		

	REVISIONS											
DATE	DESCRIPTION	DATE	DESCRIPTION									
1												

NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

	SUMMARY OF I	EARTHWORI	K - BA	SE BID	
PAY ITEM	PAY ITEM DESCRIPTION	CY	F	DESIGN NOTES	CONSTRUCTION REMARKS
	REGULAR EXCAVATION	P	<i>-</i>	NOTES	NEMANKS
120-1	STRUCTURE S-2	6.2			
	STRUCTURE S-5	14.5			
	STRUCTURE S-6	11.8			
NO . 120-1 RE TO 120-6 EM	STRUCTURE S-7	5.6			
	TOTAL REGULAR EXCAVATION	38.1			
T	EMBANKMENT				
	STRUCTURE S-2	4.2			
	STRUCTURE S-5	1.5			
	STRUCTURE S-6	33.5			
TOTA	STRUCTURE S-7	6.7			
	SHOULDER TREATMENT II	70.7			
	TOTAL EMBANKMENT	116.6			

	REVI	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

LOCATION	- SIDE	AREA	0286	1	DESIGN	CONSTRUCT I ON
STA. TO STA.	SIDL	ID	5)	/	NOTES	REMARKS
STA. TO STA.			Р	F		
102+31.75 to 102+70.28	LT	33152	13.2			
102+94.12 to 103+31.79	RT	33154	13.6			
103+75.24 to 104+10.65	LT	33146	12.5			
104+26.83 to 104+61.79	LT	33148	14.6			
104+27.14 to 104+56.13	RT	33150	11.7			
107+83.01 to 108+17.10	LT	33144	15.3			
108+94.72 to 109+25.63	RT	33135	13.9			
110+27.97 to 110+63.85	LT	33158	13.5			
111+57.41 to 111+98.87	RT	33160	13.9			
113+42.22 to 113+57.67	LT	33187	5.2			
113+46.78 to 113+63.12	RT	33189	7.1			
117+70.26 to 118+08.18	RT	33191	12.7			
120+82.86 to 121+12.83	RT	33200	12.5			
125+64.11 to 126+01.47	RT	31079	15.0			
128+28.42 to 128+61.80	RT	31175	10.2			
132+40.72 to 132+69.84	RT	31102	13.0			
133+68.53 to 134+01.86	LT	31104	13.2			
133+94.86 to 134+22.47	RT	31106	10.5			
135+07.55 to 135+46.87	RT	31108	15.7			
139+18.86 to 139+64.26	RT	31110	13.4			
148+19.52 to 148+49.29	LT	31112	13.1			
149+04.97 to 149+64.86	RT	31114	17.0			
158+43.73 to 158+95.59	RT	31116	15.9			
159+95.96 to 160+29.84	LT	31118	13.8			
163+23.67 to 163+65.17	RT	31120	18.8			
170+38.74 to 171+13.01	RT	31122	25.5			
172+54.38 to 172+82.95	RT	31124	15.4			
177+74.30 to 178+13.62	RT	31126	18.5			
187+24.92 to 187+78.68	RT	31128	20.6			
193+87.15 to 194+20.55	LT	31130	17.1			
	SUI	B-TOTAL:	426 . 4			

REVISIONS										
DATE	DESCRIPTION	DATE	DESCRIPTION							



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

		SUMI	MARY OF PAV	EMENT	- BA	SE BI	D					
PAY ITEM	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA	UNIT	QUANT ITY		TOTAL		DESIGN	CONSTRUCTION
NO.	PAI ITEM DESCRIPTION	STA. TO STA.	DESCRIPTION		I D				D E		NOTES	REMARKS
							Р	F	Р	F		
0160 4	TYPE B STABILIZATION	126+38.49 to 126+88.50		RT	14939	SY	79.8	'	80		TOM BROWN ROAD	
285706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	126+38.49 to 126+88.47	+	RT	14984	SY	77.3	,	77		TOM BROWN ROAD	
0334 1 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	100+07.62 to 176+33.74		LT/RT	13531	TN	1590.0		2624		WEST OF CSX RR	
		126+38.50 to 126+88.45		RT	14958		6.2	,			TOM BROWN ROAD	
		174+46.48 to 175+70.23		RT	33498		7.8	•			CR 115 (OLD DIXIE HIGHWAY)	
		176+71.96 to 200+54.18		LT/RT	13437		446.0				EAST OF CSX RR	
		194+73.39 to 195+83.02		RT	33503		8.6				SIDE STREET	
		126+00.00 to 144+00.00		LT/RT			372.2	F			OVERBU I LD	
		147+00.00 to 156+00.00		LT			30.9				OVERBU I LD	
		183+00.00 to 190+00.00		LT			12.4	!			OVERBU I LD	
		122+58.46 to 124+62.25		LT/RT			27.9				OVERBUILD ON EXIST. MISC. ASPHALT	
		141+94.00 to 145+15.78		LT/RT			48.0				OVERBUILD ON EXIST. MISC. ASPHALT	
		153+20.73 to 156+13.85		LT/RT			50.5				OVERBUILD ON EXIST. MISC. ASPHALT	
		167+62.86 to 170+42.12		LT/RT			23.8				OVERBUILD ON EXIST. MISC. ASPHALT	

				5	SUMMARY OF	SIDE DRA	NIN & MITER	ED END SE	CTION	'S - B	ASE E	BID				
LOCATION					PIPE LE	ENGTH - LF	MES - EA						DESIGN NOTES	CONSTRUCTION REMARKS		
					ROUND (04301741CC*)		ROUND (04309841CC*)			ELLIPTICAL (04309846CC*)						
STA. TO STA.	SIDE	BACK AHEAD				18"		15" 18"		13"x17" 15"x2			x21"	" NOTES	NEPARKS	
		OFFSET	FLOWLINE	OFFSET	FLOWLINE	Р	F	P F	P	F	Р	F	Ρ	F		
117+76.29 to 117+96.22	RT	28.11	74.32	29.07	74.20			2							СМР	
132+39.11 to 132+66.43	RT	27 . 81	70.80	28.34	70.77						2				ECMP	
133+69.57 to 133+90.61	LT	27.14	69.95	27.06	69.66				2						CMP	
133+98.69 to 134+21.80	RT	27.24	69.54	27.63	69.26								2		ECMP	
135+16.72 to 135+39.16	RT	28.16	68.32	27.73	68.18				2						СМР	
137+17.13 to 137+38.39	RT	28.05	66.69	28.03	66.12				2						СМР	
138+36.06 to 138+56.24	LT	28.05	65.84	28.05	65.79	15			2						RCP	
139+28.28 to 139+49.79	RT	28.07	64.10	28.12	63.52				2						СМР	
156+34.95 to 156+61.80	LT	28.47	58.63	27 . 96	59.03								2		ECMP	
158+51.43 to 158+81.39	RT	28.35	60.03	28 . 47	60.59								2		ECMP	
158+51.91 to 158+76.29	LT	28.76	60.61	28.31	60.49								2		ECMP	
160+00.99 to 160+25.54	LT	27 . 28	60.38	26.73	60.51				2						СМР	
163+29.50 to 163+54.96	RT	27.94	59.12	27.77	58.15				2						CMP	
164+55.42 to 164+69.96	RT	27.24	55.95	27 . 44	56.84				2						СМР	
170+69.28 to 170+92.65	RT	27 . 80	52.60	27 . 32	52.50			2							CMP	
172+55.23 to 172+90.74	RT	25.43	56.10	24.61	56.90			2							RCP, 2 CONCRETE JACKETS	
187+22.43 to 187+65.64	RT	24.33	62.00	23.82	62.00			2							СМР	
193+80.71 to 194+24.22	LT	28.50	60.00	28.97	59.80			2							СМР	
	SUB-TOTAL:				SUB-TOTAL:	15.0		10	16		2		8			
	TOTAL:				TOTAL:	15		10	16		2		8]	

^{*} FOR PAY ITEMS, CC = THE PIPE SIZE.

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS - BASE BID										
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANT	QUANT I TY		TAL	DESIGN NOTES	CONSTRUCTION REMARKS	
	FAI TIEM DESCRIFTION	CTA TO CTA	SIDL								
		STA. TO STA.			Р	F	Р	F			
530-74	BEDDING STONE	143+59.10 to 143+64.27	LT	TN	2.03		10.0				
		143+84.02 to 143+86+18	LT	TN	1.21						
		154+65.61 to 154+72.40	LT	TN	1.48						
		154+87.02 to 154+94.38	LT	TN	1.63						
		168+83.70 to 168+89.64	LT	TN	0.38						
		169+16.30 to 169+23.93	LT	TN	2.63						

						T DRIVE	.WAI 5	
LOCAT I ON				MATE	RIAL			
LOCALION	SIDE	AREA	ASPHALT (TN) CONCRETE (SY			E (SY)	DESIGN	CONSTRUCTION
STA. @ Q OF DRIVEWAY		I D	0334		0522 2		NOTES	REMARKS
			Р	F	P	F		
112+28.24	RT	30917	0.8					
112+99.23	LT	30934	1.11					
119+49.74	LT	30942	1.57					
122+40.66	RT	30953	0.98					
132+14.91	LT	30960	1.05					
137+35.53	RT	30968	1.04					
166+89.81	LT	30978	2.14					
198+67 . 31	RT	30988	1.76					
199+89.68	RT	33731	3.75					
101+29.93	LT	31688			11.5			
107+48.25	RT	31690			13.5			
110+54.49	RT	31712			11.9			
115+63.25	LT	31710			13.5			
116+40.38	LT	31708			9.1			
120+99.13	LT	31706			13.0			
156+47 .66	LT	31704			10.7			
158+64.14	LT	31702			11.5			
161+79.17	LT	31700			11.8			
164+26.35	LT	31698			16.5			
195+57.70	LT	31696			20.0			
197+03.74	LT	31694			21.3			
198+62.63	LT	31692			24.6			
	SUL	B-TOTAL:	14.2		188.9			
		TOTAL:	14		189			

	REVI	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SHEET NO.

SQ-11

SUMMARY OF QUANTITIES

		SUMM	MARY OF DITCH	PAVEMENT - BAS	SE BID		
LOCAT I ON	SIDE	AREA	CONCRETE DITCH PAVEMENT NON-REINFORCED	RIPRAP - RUBBLE (DITCH LINING)	DESIGN	CONST RUCT I ON	
	SIDL	I D	0524 1 1	0530 3 4	NOTES	REMARKS	
STA. TO STA.			SY P F	TN F			
143+60.10 to 143+64.13	LT	19375	1.0				
143+60.86 to 143+65.92	LT	19384	1.9				
143+62.38 to 143+66.82	LT	19393	0.9				
143+83.55 to 143+85.78	LT	19416	0.7				
143+81.65 to 143+82.88	LT	19424	0.5				
154+65.62 to 154+69.66	LT	19431	1.0				
154+67.41 to 154+71.00	LT	19440	1.8				
154+68.91 to 154+71.68	LT	19450	0.9				
154+87.71 to 154+91.08	LT	19460	1.0				
154+88.38 to 154+92.58	LT	19471	2.0				
154+89.73 to 154+94.38	LT	19481	1.1				
168+84.70 to 168+95.26	LT	19490	5.0				
169+12.05 to 169+21.09	LT	19507	3.9				
143+82.40 to 143+84.36	LT	24802	1.1				
143+59.10 to 143+64.57	LT	24906		2.8			
143+80.41 to 143+86.09	LT	24925		1.7			
154+86.39 to 154+94.38	LT	24943		2.1			
154+65.61 to 154+73.10	LT	24958		2.3			
169+13.89 to 169+23.93	LT	24973		4.0			
168+83.70 to 168+91.31	LT	24994		3.7			
	SUL	B-TOTAL:	22.8	16.5			
		TOTAL:	23	17			

	REVI	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

					SUMMARY	OF GU	ARDRA	AIL - BA	ASE BIL)				
LOCAT I ON	SIDE	GUARI (W-B		GUARI PO (ENCAS	CIAL DRAIL ST ED FOR MOUNT)	GUARE REMO		TREAT TRAI	AIL END MENT- LING ORAGE	TREAT PARA APPE	AIL END MENT - ALLEL ROACH MINAL	DESIGN NOTES	CONST RUCT I ON REMARKS	
			1 1	0536 7 3			0536 73		0536 85 20		85 24			
STA. TO STA.		L		_	<u>A</u>	L					ĒΑ			
100.75 00 4 104.55 05		P	F	P	F	Р	F	P	F	P	F			
122+75.00 to 124+56.25	LT	181.2												
142+94.23 to 145+09.78	LT	215.7												
168+30.00 to 170+36.12	LT	206.3											_	
153+95.41 to 156+07.85	LT	212.5		-										
167+68.86 to 169+75.00	RT	206.2												
153+25.87 to 155+44.46	RT	218.7												
142+00.00 to 144+71.74	RT	271.9		-						-				
122+58.96 to 123+70.00	RT	125.0		_										
123+32.84 to 123+45.34	RT			2										
123+31.25 to 123+43.75	LT			2										
168+96.19 to 169+08.69	LT			1										
168+96.64 to 169+12.27	RT			1										
143+70.00 to 143+76.50	RT			2										
143+70.78 to 143+77.29	LT			2										
154+75.71 to 154+81.96	RT			5										
154+76.69 to 154+82.94	LT			6										
122+31.30 to 125+21.52	LT					290.6								
122+65.69 to 124+30.21	RT					164.9								
141+59.54 to 145+11.55	RT					352.5								
153+29.67 to 155+93.98	RT					264.8								
153+67.43 to 156+06.90	LT					239.9								
167+24.54 to 170+26.34	RT					302.3								
142+45.44 to 146+28.93	LT					383.9								
167+77.61 to 171+29.56	LT					352.4								
122+58.96 to 122+58.96	RT							1						
123+70.00 to 123+70.00	RT									1				
124+56.25 to 124+56.25	LT									1	!			
122+75.00 to 122+75.00	LT									1	!			
142+94.23 to 142+94.23	LT									1				
142+00.00 to 142+00.00	RT									1	!			
144+71.74 to 144+71.74	RT									1	!			
145+09.79 to 145+09.79	LT									1				
155+44.46 to 155+44.46	RT													
156+07.85 to 156+07.85	LT									1				
153+95.41 to 153+95.41	LT									1				
153+25.87 to 153+25.87	RT													
169+75.00 to 169+75.00	RT									1	,			
170+36.12 to 170+36.12	LT									1				
167+68.86 to 167+68.86	RT			1						1				
168+30.00 to 168+30.00	LT			1							,			
SU	IB - TOTAL :	1637.5		21		2351.3		1		1.5	;		_1	
	TOTAL:	1638		21		2351		1	,	1.5				

	REV I.	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

LOCATION	SIDE	AREA	PERFORMANCI TURF (SOD) 0570 1 2	1	DESIGN	CONST RUCT I ON
STA. TO STA.		ID	SY		NOTES	REMARKS
			P F			
100+07.62 to 101+22.71	LT	18285	46.0			
100+09.49 to 103+07.15	RT	18143	97.1			
101+34.15 to 102+44.05	LT	18305	40.6			
102+53.16 to 103+89.11	LT	18325	49.2			
103+16.17 to 104+34.67	RT	18126	44.9			
103+97.69 to 104+38.07	LT	18340	21.9			
104+44.95 to 107+42.91	RT	18108	96.5			
104+53.30 to 107+91.37	LT	18353	105.0			
107+52.85 to 109+04.36	RT	18092	53.4			
108+02.36 to 110+33.98	LT	18374	76.1			
109+14.59 to 110+48.57 110+43.97 to 112+92.76	RT LT	18077 18408	45.7 79.8			
110+43.97 to 112+92.76 110+60.34 to 111+77.59	RT	18060	44.0			
111+86.44 to 112+23.79	RT	18032	22.1			
111+30.44 to 112+23.79 112+33.03 to 113+51.16	RT	18032	44.6			
113+04.99 to 113+46.42	LT	18397	25.1			
113+53.94 to 115+58.29	LT	18437	69.3			
113+59.72 to 117+82.60	RT	17998	127.5			
115+68.25 to 116+35.57	LT	18466	31.6			
116+45.38 to 119+37.93	LT	18486	93.8			
117+91.47 to 120+91.41	RT	17981	101.0			
119+52.41 to 120+91.45	LT	18507	49.6			
121+02.72 to 122+33.19	RT	17964	48.8			
121+05.89 to 126+51.10	LT	18525	172.2			
122+16.61 to 125+29.54	LT	25859	163.2	PAVT	. REMOVAL AREA	
122+43.88 to 125+78.42	RT	17901	108.0			
122+62.13 to 123+03.11	RT	25840	8.9	PAVT	. REMOVAL AREA	
123+76.00 to 124+32.73	RT	25845	23.7	PAVT	. REMOVAL AREA	
125+86.51 to 126+53.64	RT	17923	28.6			
126+38.46 to 126+53.64	RT	16088	10.4			
126+74.10 to 128+41.65	RT	17938	57.9			
126+74.11 to 126+88.62	RT	16079	10.2			
126+74.26 to 132+09.63	LT	18550	164.9			
128+49.35 to 132+46.86	RT	17878	121.2			
132+19.21 to 133+75.81	LT	18567	55.4			
132+56.82 to 134+05.47	RT	17863	51.3			
133+83.92 to 148+32.59	LT	18584	403.4			
134+13.20 to 135+24.24	RT	17846	41.1			
135+32.71 to 137+23.77	RT	17830	72.2			
137+27.40 to 139+33.67	RT	17815	67.5			
138+36.92 to 138+55.38	LT	25235	18.1			
139+43.62 to 149+30.72	RT	17796	292.4			
141+50.70 to 142+46.07	RT	25883	46.2	PAVT	. REMOVAL AREA	
142+31.96 to 143+32.12	LT	25873	61.7	PAVT	. REMOVAL AREA	
143+54.08 to 143+63.21	LT	23052	13.5			
143+84.29 to 143+91.25	LT	16035	8.0			
	SIII	 B - TOT AL :	3413.6			
		TOTAL:				

	REVISIONS									
DATE	DESCRIPTION	DATE	DESCRIPTION							



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

LOCATION			PERFORMANC. TURF (SOD)				
	SIDE	AREA I D	0570 1 2	2		DESIGN NOTES	CONSTRUCTION REMARKS
		ΙD	SY			NOTES	KEMAKKS
STA. TO STA.			P F				
144+17.49 to 145+18.32	RT	25892	60.0		PAVT .	REMOVAL AREA	
145+15.78 to 146+38.25	LT	25902	112.8		PAVT .	REMOVAL AREA	
148+40.45 to 156+47.08	LT	18625	239.9				
149+42.68 to 163+35.79	RT	17775	408.0				
153+20.74 to 153+63.36	RT	25951	9.8		PAVT.	REMOVAL AREA	
153+56.49 to 154+46.56	LT	25959	52.0		PAVT.	REMOVAL AREA	
154+60.61 to 154+68.88	LT	15945	7.0				
154+63.29 to 154+94.00	RT	16004	19.0				
154+90.57 to 154+99.43	LT	15988	7.0				
155+18.66 to 156+09.81	RT	25974	66.3			REMOVAL AREA	
155+78.52 to 156+16.09	LT	25968	10.8		PAVT.	REMOVAL AREA	
156+55.49 to 158+58.93	LT	18605	69.3				
158+68.81 to 160+07.43	LT	18645	63.4				
160+19.05 to 161+73.83	LT	18663	55.3				
161+84.56 to 164+19.71	LT	18679	79.2				
163+45.61 to 170+77.71	RT	17754	219.1				
164+33.39 to 166+77.55	LT	18692	77.4				
166+98.87 to 176+22.54	LT	18215	265.2				
167+14.67 to 167+64.00	RT	25982	48.5			REMOVAL AREA	
167+63.23 to 168+63.15	LT	25992	61.4		PAVI.	REMOVAL AREA	
168+78.71 to 168+90.30	LT	16131	16.1				
168+88.73 to 169+18.40	RT	16104	18.2				
169+17.29 to 169+28.96	LT	16141 26000	15.8		D AV/T	DEMOVAL AREA	
169+80.01 to 170+47.44 170+41.00 to 171+38.32	RT LT	26013	65.6 83.3			REMOVAL AREA REMOVAL AREA	
170+86.53 to 172+65.80	RT	17738	60.5		FAVI.	REMOVAL AREA	
172+82.95 to 174+98.87	RT	17727	70.5				
175+34.63 to 176+22.57	RT	17717	27.5				
176+70.49 to 177+81.79	RT	23015	37.6				
176+72.45 to 193+95.12	LT	22980	478.8				
177+90.91 to 187+37.81	RT	23028	278.1				
187+50.63 to 194+92.12	RT	22944	215.5				
194+11.26 to 195+45.67	LT	22920	47.2				
195+48.89 to 198+62.17	RT	22847	92.4				
195+69.33 to 196+94.11	LT	22896	49.2				
197+17.81 to 198+46.14	LT	22867	49.7				
198+74.17 to 199+60.66	RT	22829	36.5				
198+74.96 to 200+69.06	LT	22813	63.6				
200+17.99 to 200+33.61	RT	18985	4.9				
FROM DRAINAGE STRUCTURES	LT/RT		445.0				

	REVIS	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

SUMMARY OF PAY ITEMS - BID OPTION A (S-3 CROSS DRAIN REPLACEMENT) ROADWAY ITEMS									
FDOT PAY ITEM NO.	UNIT	PLAN	FINAL						
120 - 4	120-4 SUBSOIL EXCAVATION								
120-6	EMBANKMENT	CY	69.7						
160-4	TYPE B STABILIZATION	SY	76						
285706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	34						
0430 - 175 - 260	0430-175-260 DRAINAGE PIPE, 48"X76" ERCP								
0430-560-102	STRAIGHT CONCRETE ENDWALL, 48"X76", SINGLE	EA	2						

SUMMARY OF EARTHWORK - BID OPTION A									
PAY ITEM NO.	PAY ITEM DESCRIPTION CY DESIGN NOTES REMARKS								
120-4	SUBSOIL EXCAVATION								
	CROSS DRAIN S-3	78.8							
	TOTAL SUBSOIL EXCAVATION	78.8							
120-6	EMBANKMENT								
	CROSS DRAIN S-3	69.7							
	TOTAL EMBANKMENT	69.7							

	SUMMARY OF PAVEMENT - BID OPTION A											
PAY ITEM	PAY ITEM DESCRIPTION	LOCATIO	v	SIDE	AREA	UNIT	QUAN	TITY	TOT	-AL	DESIGN	CONST RUCT I ON
NO.	PAT TIEM DESCRIPTION	STA. TO STA.	DESCRIPTION	SIDE	ID ONT						NOTES	REMARKS
		STA. TO STA.	DESCRIPTION				Р	F	Р	F		
0160 4	TYPE B STABILIZATION	154+60.17 to 154+98.40		LT/RT	14253		75.5		76.0		PAVT. REPAIR AT S-3	
285706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	154+71.42 to 154+87.19		LT/RT	14180		33.7		34.0		PAVT. REPAIR AT S-3	

BID OPTION A

	REV I.	SIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION
		l .	

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

SUMMARY OF PAY ITEMS - BID OPTION B (S-4 CROSS DRAIN REPLACEMENT) ROADWAY ITEMS						
FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL		
120 - 4	SUBSOIL EXCAVATION	CY	89.5			
120-6	EMBANKMENT	CY	83.0			
160-4	TYPE B STABILIZATION	SY	125			
285706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	60			
0430-175-254	DRAINAGE PIPE, 43"X68" ERCP	LF	66			
0430 - 554 - 202	STRAIGHT CONCRETE ENDWALL, 43"X68", DOUBLE	EA	2			

SUMMARY OF EARTHWORK - BID OPTION B										
PAY ITEM	TEM PAY ITEM DESCRIPTION CY DESIGN CONSTRUCTION									
NO.	FAI TIEM DESCRIFTION	P	F	NOTES	REMARKS					
120-4	SUBSOIL EXCAVATION									
	CROSS DRAIN S-4	89.5								
	TOTAL SUBSOIL EXCAVATION	89.5								
120-6	EMBANKMENT									
	CROSS DRAIN S-4	83.0								
	TOTAL EMBANKMENT	83.0								

		SUMMARY	OF PAVEMENT	- BID	OPT I	ON B						
PAY ITEM	PAY ITEM DESCRIPTION	LOCATIO	V	SIDE	AREA	UNIT	QUAN [*]	TITY	ТОТ	-AL	DESIGN	CONSTRUCTION
NO.	PAI TIEM DESCRIPTION	STA. TO STA.	DESCRIPTION	SIDE	ΙD	ONTI	5				NOTES	REMARKS
							Ρ	F	Ρ	F		
0160 4	TYPE B STABILIZATION	168+68.55 to 169+38.55		LT/RT	14254	SY	124.9		125.0		PAVT. REPAIR AT S-4	
285706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	168+90.08 to 169+17.08		LT/RT	14185	SY	59.9		60.0		PAVT. REPAIR AT S-4	

BID OPTION B

	REV	ISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION
1 1			
1 1			

PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 CHARLES WALLER, P.E. 61869



NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

Certification of Compliance with a State 404 Program General Permit

Instructions: To be completed, executed, and submitted to the Agency within 30 days of completion of the authorized activity.

Permit No:	Permittee's Name:
Permittee's Address:	
Telephone Number:	
Location of the Work:	
Date Work Started:	Date Work Completed:
PROPERTY IS INACCESSIBLE TO SCHEDULE AN INSPECTION	WITHOUT PRIOR NOTIFICATION: YES NO N, PLEASE CONTACT AT
Description of the Work (e.g., bar	nk stabilization, residential or commercial filling, docks, dredging, etc.):
Acreage or Square Feet of Impac	cts to state-assumed waters:
Describe Mitigation completed (if	applicable):
Describe any Deviations from Per	rmit (attach drawing(s) depicting the deviations):
	on (if applicable) was done in accordance with the limitations and rmit. Any deviations as described above are depicted on the attached
Signature of Permittee	Date:
Name and Title	
Enclosures: Attached drawing(s) depicting Other	deviations from the permit (if any)

Ann B. Shortelle, Ph.D., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • www.sjrwmd.com

March 19, 2021

Robert Companion Nassau County Engineering Services 96161 Nassau Place Yulee, FL 32097 Sent via email: rcompanion@nassaucountyfl.com

Henry Smith Road Improvements Re:

PDEX: 165411-2

(Please reference the permit number/item number on all correspondence.)

Dear Mr. Companion:

On February 17, 2021, the St. Johns River Water Management District received your application, construction plans, and determination fee requesting an exemption verification for the above referenced project. Based on this submittal, the proposed project involves milling and resurfacing the roadway surface, replacing certain culverts with culverts of equivalent capacity, installing side-drain culverts and adding discharge flumes at several specified locations.

Pursuant to 62-330.051(4)(d),(9)(a)(b), Florida Administrative Code (F.A.C.), an Environmental Resource Permit is not required since the project meets the exemption requirements.

Please be advised that this determination only applies to the District and does not relieve you from the permitting requirements of other agencies.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact the District at (904) 448-7913 or by email at efrye@sjrwmd.com.

Sincerely,

Everett Frve

Supervising Professional Engineer Division of Regulatory Services

werett Druge

CC: Regulatory File

Charles Waller; cwaller@petersandyaffee.com

EXHIBIT 1

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit\$1,000,000Personal & Advertising Injury Limit\$1,000,000Products & Completed Operations Aggregate Limit\$2,000,000

General Aggregate Limit (other than Products &

Completed Operations) Applies Per Project \$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident\$500,000 Each AccidentBodily Injury By Disease\$500,000 Policy LimitBodily Injury By Disease\$500,000 Each Employee

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Subsubcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Subcontractor shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit \$1,000,000 Aggregate Limit \$1,000,000

^{*}If leased employees are used, policy must include an Alternate Employer's Endorsement

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.
- Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).
 - > CGL policy Additional Insured Endorsement must include Ongoing and Completed
 - > CGL policy shall not be endorsed with Exclusion Damage to Work performed by Subcontractors on Your Behalf
 - CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
 - > CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract
- Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.
- Provision that policies, except Workers' Compensation, are primary and noncontributory.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Procurement Department 96135 Nassau Place, Suite 2 Yulee, Florida 32097

TO: All Prospective Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

Ph: 904-530-6040

SUBJECT: Addendum No. 1

Henry Smith Road Improvements Project Solicitation Number: NC23-022RR-ITB

DATE: August 18, 2023

This addendum is hereby incorporated into the solicitation documents of the solicitation referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

The solicitation due date and opening time has been rescheduled: August 31, 2023 at 10:00 a.m. eastern time.

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS Procurement Department

96135 Nassau Place, Suite 2 Yulee, Florida 32097 Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum #2

Invitation to Bid Number NC23-022RR Henry Smith Road Improvement Project

DATE: August 23, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers

1. Will a Bid Form be provided that includes an extension column?

Answer: See attached revised bid forms and include these as part of your submission.

2. Do the Embankment bid items in Option A and B include replacing the void created by the bid item for Subsoil Excavation, or are we supposed to include the replacement in the Subsoil Excavation bid item?

Answer: Please include the replacement in the Subsoil Excavation bid item

3. Is a site permit required for the project?

Answer: All permits required were included in front end documents of the bid package, no additional permits are required beyond those.

4. Please confirm the completion time allowed for this project. Section 6.01 reads 140 days but also 90 days.

Answer: Revised Section 6.01: "The Work will be substantially completed within 120 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 20 calendar days from the date of substantial completion. Total contract time shall be 140 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."

Invitation to Bid

NC23-022RR-ITB

Addendum No. 1

Henry Smith Road Improvement Project

5. Can we get an updated and scalable set of plans?

Answer: See Attached.

6. Any utilities in the plans?

Answer: There are no utility improvements with this project.

7. MOT shows guardrail work, is the County open to more flexible working hours?

Answer: Perhaps, if it's feasible for the County and the citizen.

8. Is the County open to Shoulder Closures?

Answer: Perhaps, if it's feasible for the County and the citizen.

9. Where stabilization is need, is the County open to 4 inches of Asphalt?

Answer: Stabilization is primarily needed at the full depth pavement construction at each cross drain. Please refer to the details provided for each. In regard to using the 4 inches of asphalt, that will not be permitted.

10. Is there right of Entry for the Railroad crossings? Who will provide Flaggers?

Answer: Yes, an executed ROE Agreement was signed on 4/20/22 by the County. CSX will be the one to provide flaggers per the Right of Entry Agreement.

11. Does the County have Hydrology for the 2 culverts with flow lines?

Answer: Flowline information is provided on the Drainage Structure Sheets (pg. 36-37).

12. Are there turnouts or driveways? How many?

Answer: All turnouts and driveways are shown on each plans sheet. In addition, a Special Details Driveway Sheet (pg. 29) is provided that shows location, existing material and proposed material for each driveway.

The solicitation due date and opening time have been changed to: <u>August 31, 2023 at 10:00 AM EST.</u>

Invitation to Bid NC23-022RR-ITB Addendum No. 1

Henry Smith Road Improvement Project

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

ATTACHMENTS: Revised Bid Price Sheets, Scalable Plan Set.

NC23-022RR-ITB

REVISED BID PRICE SHEET HENRY SMITH ROAD IMPROVEMENTS PROJECT

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	0101-1	MOBILIZATION	LS	1		
2	0102-1	MAINTENANCE OF TRAFFIC	LS	1		
3	0104-10-3	SEDIMENT BARRIER	LF	1,762		
4	0104-11	FLOATING TURBIDITY BARRIER	LF	84		
5	0104-18	INLET PROTECTION SYSTEM	EA	3		
6	0107-1	LITTER REMOVAL	AC	54		
7	0107-2	MOWING	AC	51		
8	0110-1-1	CLEARING AND GRUBBING	LS	1		
9	0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	233		
10	0120-1	REGULAR EXCAVATION	CY	122		
11	0120-6	EMBANKMENT	CY	106		
12	0160-4	TYPE B STABILIZATION	SY	80		
13	0285-701	OPTIONAL BASE GROUP 1	SY	599		
14	0285-706	OPTIONAL BASE GROUP 6, TYPE B-12.5	SY	77		
15		MILLING EXISTING ASPHALT CONCRETE, 1/2" AVG DEPTH	SY	23,323		
16		SUPERPAVE ASPHALT CONCRETE SP-9.5 (TRAFFIC B, PG-76-22)	TN	2,534		
17	0339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	125		
18	0430-174-118	DRAINAGE PIPE, 18" RCP	LF	15		
19	0430-175-124	DRAINAGE PIPE, 24" RCP	LF	5		
20	0430-175-215	DRAINAGE PIPE, 13"X17" ECMP	LF	5		

Invitation to Bid

HENRY SMITH ROAD IMPROVEMENTS PROJECT

NC23-022RR-ITB

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
21	0430-982-129	MITERED END SECTION, 24" RCP, CD	EA	1		
22	0430-982-623	MITERED END SECTION, 13"X17" ECMP, CD	EA	2		
23	0430-982-638	MITERED END SECTION, 29"X42" ECMP, CD	EA	4		
24	0430-984-123-1	MITERED END SECTION, 15" RCP, SD	EA	2		
25	0430-984-123-2	MITERED END SECTION, 15" CMP, SD	EA	8		
26	0430-984-125-1	MITERED END SECTION, 18" RCP, SD	EA	2		
27	0430-984-125-2	MITERED END SECTION, 18" CMP, SD	EA	14		
28	0430-984-623	MITERED END SECTION, 13"X17" ECMP, SD	EA	2		
29	0430-984-625	MITERED END SECTION, 15"X21" ECMP, SD	EA	8		
30	0522-2	CONCRETE DRIVEWAY, 6" THICK	SY	189		
31	0524-1-1	CONCRETE DITCH PAVT, NON REINFORCED, 4"	SY	29		
32	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	17		
33	0530-74	BEDDING STONE	TN	10		
34	0536-1-1	GUARDRAIL - ROADWAY, GENERAL TL-3	LF	1,638		
34	0536-7-3	SPECIAL GUARDRAIL POST - ENCASED POST FOR SHALLOW MOUNT	EA	21		
36	0536-73	GUARDRAIL - REMOVAL	LF	2,351		
37	0536-85-20	GUARDRAIL END TREATMENT TRAILING ANCHORAGE	EA	1		
38	0536-85-24	GUARDRAIL END TREATMENT – PARALLEL APPROACH TERMINAL	EA	15		
39	0570-1-2	PERFORMANCE TURF, SOD	SY	7,794		
40	/()()_1_11	SINGLE POST SIGN, FURNISH & INSTALL, UP TO 12 SF, GROUND-MOUNT	AS	8		
41	700-1-12	SINGLE POST SIGN, FURNISH & INSTALL, 12-20 SF, GROUND MOUNT	AS	1		

Invitation to Bid

HENRY SMITH ROAD IMPROVEMENTS PROJECT

NC23-022RR-ITB

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
42	700-1-50	SINGLE POST SIGN, RELOCATE	AS	3		
43	700-1-60	SINGLE POST SIGN, REMOVE	AS	8		
44	701-18-101	PROFILED THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.828		
45	705-10-1	OBJECT MARKER, TYPE 1	EA	3		
46	705-10-2	OBJECT MARKER, TYPE 2	EA	15		
47	705-10-3	OBJECT MARKER, TYPE 3	EA	4		
48	706-1-1	RAISED PAVEMENT MARKERS, TYPE B	EA	499		
49	1 /11-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	114		
50	711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2		
51		THERMOPLASTIC, PREFORMED, 12" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	42		
52		THERMOPLASTIC, PREFORMED, 6" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	96		
53	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.909		
54	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	3.284		
55	711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.341		

BASE BID TOTAL		
TOTAL AMOUNT (ITEMS 1 TO 55)	\$	
		(Figures)
(Use V	Vords)	

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.

NC23-022RR-ITB

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.

REVISED BID PRICE SHEET HENRY SMITH ROAD IMPROVEMENTS PROJECT -BID OPTION A

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1A	120-4	SUBSOIL EXCAVATION	CY	79		
2A	120-6	EMBANKMENT	CY	70		
3A	0160-4	TYPE B STABILIZATION	SY	42		
4A	0285-706	OPTIONAL BASE GROUP 6, TYPE B-12.5	SY	48		
5A	1 430-1/5-260	PIPE CULVERT, ERCP, OTHER SHAPE – ELIP/ARCH, 60" S/CD	LF	35		
6A	1 430-560-102	STRAIGHT CONCRETE ENDWALLS, 60", SINGLE, 0 DEGREES, ELLIPTICAL	EA	2		

TOTAL AMOUNT (ITEMS 1A TO 6A) \$_______ (Figures)

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.

DID ODTION D TOTAL

REVISED HENRY SMITH ROAD IMPROVEMENTS PROJECT -BID OPTION B

ITEM NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1B	120-4	SUBSOIL EXCAVATION	CY	90		
2B	120-6	EMBANKMENT	CY	83		
3B	0160-4	TYPE B STABILIZATION	SY	75		
4B	0285-706	OPTIONAL BASE GROUP 6, TYPE B-12.5	SY	81		
5B	1 430-1/5-254	PIPE CULVERT, ERCP, OTHER SHAPE – ELIP/ARCH, 54" S/CD	LF	66		
6B	1 430=554=707	STRAIGHT CONCRETE ENDWALLS, 54", DOUBLE, 0 DEGREES, ELLIPTICAL	EA	2		

DID OFFICIND TOTAL	
TOTAL AMOUNT (ITEMS 1B TO 6B)	\$
	(Figures)
(IIse)	

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 completed within 120 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 20 calendar days from the date of substantial completion. Total contract time shall be 140 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



COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS SIGNING AND PAVEMENT MARKING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO. SHEET DESCRIPTION KEY SHEET TYPICAL SECTION SUMMARY OF DRAINAGE STRUCTURES PROJECT LAYOUT

GENERAL NOTES 10 - 28 ROADWAY PLAN

SPECIAL DETAILS DRIVEWAY 29 - 30

SPECIAL DETAILS DITCH PAVEMENT & RIPRAP SPECIAL DETAILS GUARDRAIL

DRAINAGE STRUCTURES 36 - 37

38 - 39 STORMWATER POLLUTION PREVENTION PLAN TEMPORARY TRAFFIC CONTROL PLANS SUMMARY OF QUANTITIES

GOVERNING STANDARDS AND SPECIFICATIONS: Florida Department of Transportation, 2022-23 Standard Plans for Road and Bridge construction and revised Index Drawings as appended herein, and FDOT July 2022 Standard Specifications for Road and Bridge Construction, and Nassau County Ordinance 2022-04 as amended by Contract Documents

The Standard Plans for Road and Bridge Construction are available at the following web site: www.fdot.gov/design/standardplans/

FDOT Standard Specifications for Road and Bridge Construction are available at the following website: www.fdot.gov/programmanagement/Implemented/SpecBooks

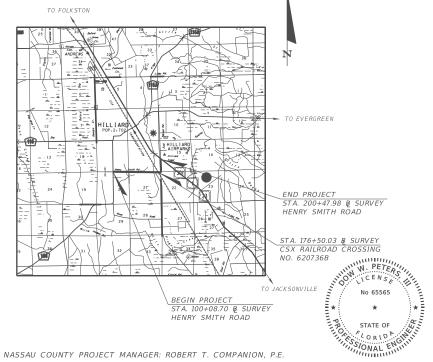
BOARD OF COUNTY COMMISSIONERS

JOHN F. MARTIN - DISTRICT 1 A.M. "HUPP" HUPPMAN - DISTRICT 2 JEFF GRAY - DISTRICT 3 THOMAS R. FORD - DISTRICT 4 ALYSON MCCULLOUGH - DISTRICT 5

NASSAU COUNTY ENGINEERING

CONTRACT PLANS

HENRY SMITH ROAD IMPROVEMENTS PROJECT FINANCIAL PROJECT ID 438178-1-54-01



PROJECT LOCATION LAUDERDALE

ROADWAY SHOP DRAWINGS

DOW W. PETERS III, P.E. PETERS & YAFFEE, INC 9822 TAPESTRY PARK CIRCLE SUITE 205 JACKSONVILLE, FL 32246

PLANS PREPARED BY: PETERS & YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 TEL. NO. (904) 265-0751 CONTRACT NO. CM2287

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Dow W Peters III 2022.12.13 14:41:48 -05'00'

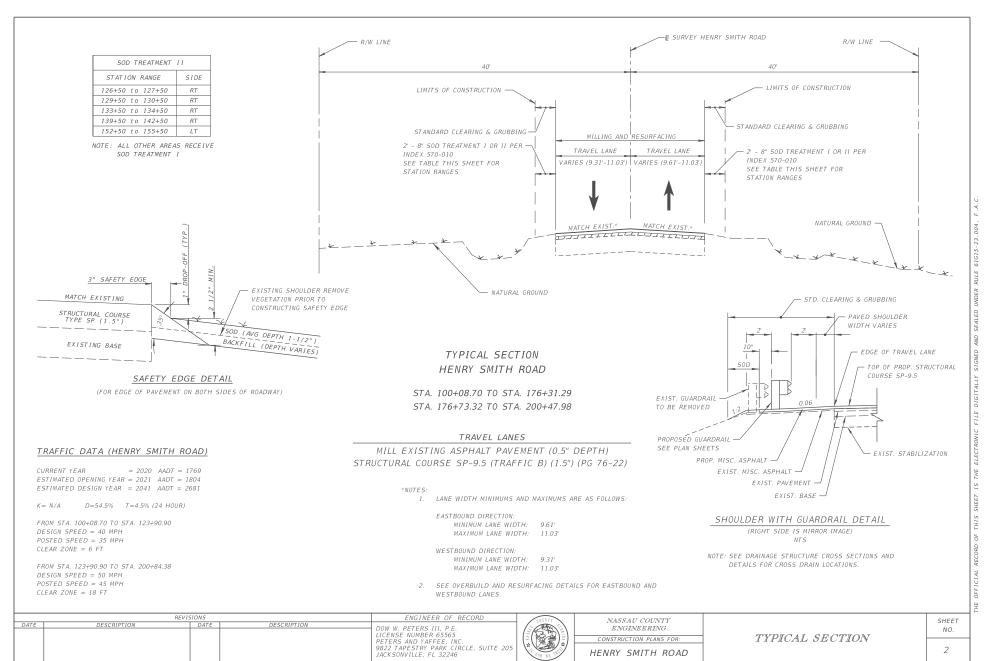
ON THE DATE ADJACENT TO THE SEAL

NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

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

ROADWAY PLANS ENGINEER OF RECORD: DOW W. PETETS III, P.E.

P.E. NO.: 65565



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OVERBUILD DETAILS									
		IST. E (%)	PROPOSED SLOPE (%)		MAX. DEPTH OF OVERBUILD	MAX. DEPTH OF OVERBUILD	WIDTH OF OVERBUILD	AREA OF OVERBUILD	
STATION	LANE	EB	WB	EB	WB	AT EOP (IN.)	AT CROWN POINT (IN.)	(FT.)	(SQ. FT.)
	FASTBOUND AND WESTBOUND	0.02	1.87	(-)3.0	(-)2,0	0.6	4.6	VARIES	4.0
127+00.00	EASTBOUND AND WESTBOUND	(-)2.77	(-)1.13	(-)3.0	(-)2.0	0.8	1.1	VARIES	1.3
129+00.00	EASTBOUND AND WESTBOUND	(-)3.15	(-)0.82	(-)3.0	(-)2.0	1.7	1.5	VARIES	2.1
130+00.00	EASTBOUND AND WESTBOUND	(-)3.55	(-)0.04	(-)3.0	(-)2.0	3.2	2.5	VARIES	3.5
131+00.00	EASTBOUND AND WESTBOUND	(-)2.50	(-)0.12	(-)3.0	(-)2.0	1.7	2.3	VARIES	2.7
132+00.00	EASTBOUND AND WESTBOUND	(-)2.31	0.09	(-)3.0	(-)2.0	2.0	2.6	VARIES	2.8
133+00.00	EASTBOUND AND WESTBOUND	(-)2.89	(-)0.37	(-)3.0	(-)2.0	1.8	1.9	VARIES	2.2
134+00.00	EASTBOUND AND WESTBOUND	(-)1.33	0.57	(-)3.0	(-)2.0	1.0	3.1	VARIES	3.0
135+00.00	EASTBOUND AND WESTBOUND	(-)2.44	0.07	(-)3.0	(-)2.0	1.7	2.5	VARIES	2.8
136+00.00	EASTBOUND AND WESTBOUND	(-)2.05	(-)0.13	(-)3.0	(-)2.0	1.0	2.2	VARIES	2.3
137+00.00	EASTBOUND AND WESTBOUND	(-)1.66	0.22	(-)3.0	(-)2.0	1.0	2.6	VARIES	2.6
138+00.00	EASTBOUND AND WESTBOUND	(-)3.00	0.02	(-)3.0	(-)2.0	2.5	2.5	VARIES	3.2
139+00.00	EASTBOUND AND WESTBOUND	(-)2.38	0.00	(-)3.0	(-)2.0	1.7	2.5	VARIES	2.9
140+00.00	EASTBOUND AND WESTBOUND	(-)2.92	0.51	(-)3.0	(-)2.0	2.9	3.0	VARIES	3.6
141+00.00	EASTBOUND AND WESTBOUND	(-)5.18	0.07	(-)3.0	(-)2.0	5.2	2.5	VARIES	4.3
142+00.00	EASTBOUND AND WESTBOUND	(-)4.53	(-)0.23	(-)3.0	(-)2.0	4.1	2.2	VARIES	3.6
143+00.00	EASTBOUND AND WESTBOUND	(-)3.79	(-)0.93	(-)3.0	(-)2.0	2.2	1.4	VARIES	1.9

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR HENRY SMITH ROAD

TYPICAL SECTION

SHEET NO. 3

STA. 148+00.00 TO STA. 155+00.00 (WESTBOUND)

STA. 184+00.00 TO STA. 189+00.00 (WESTBOUND)

OVERBUILD DETAILS								
LOCA	LOCATION		PROPOSED	MAX. DEPTH OF	WIDTH OF OVERBUILD	AREA OF OVERBUILD		
STATION	LANE	SLOPE (%)	SLOPE (%)	OVERBUILD (IN.)	(FT.)	(SQ. FT.)		
148+00.00	WESTBOUND	(-)3.37	(-)3.0	0.4	VARIES	0.01		
149+00.00	WESTBOUND	(-)3.33	(-)3.0	0.4	VARIES	0.02		
150+00.00	WESTBOUND	(-)3.24	(-)3.0	0.3	VARIES	0.02		
151+00.00	WESTBOUND	(-)4.07	(-)3.0	1.3	VARIES	0.1		
152+00.00	WESTBOUND	(-)5.22	(-)3.0	2.5	VARIES	0.1		
153+00.00	WESTBOUND	(-)5.96	(-)3.0	3.6	VARIES	0.2		
154+00.00	WESTBOUND	(-)5.83	(-)3.0	3.3	VARIES	0.2		
155+00.00	WESTBOUND	(-)4.96	(-)3.0	2.4	VARIES	0.1		
156+00.00	WESTBOUND	(-)2.59	(-)2.0	0.7	VARIES	0.03		
184+00.00	WESTBOUND	(-)3.47	(-)3.0	0.6	VARIES	0.2		
185+00.00	WESTBOUND	(-)4.15	(-)3.0	1.3	VARIES	0.5		
186+00.00	WESTBOUND	(-)4.10	(-)3.0	1.3	VARIES	0.5		
187+00.00	WESTBOUND	(-)3.58	(-)3.0	0.7	VARIES	0.3		
188+00.00	WESTBOUND	(-)3.31	(-)3.0	0.4	VARIES	0.2		
189+00.00	WESTBOUND	(-)3.15	(-)3.0	0.2	VARIES	0.1		

	REVI.	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

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NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

TYPICAL SECTION

SHEET NO.

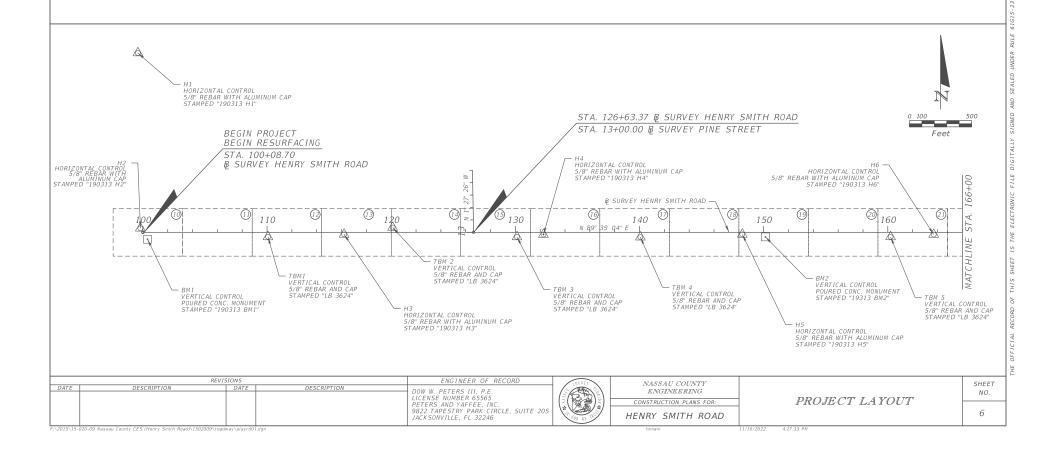
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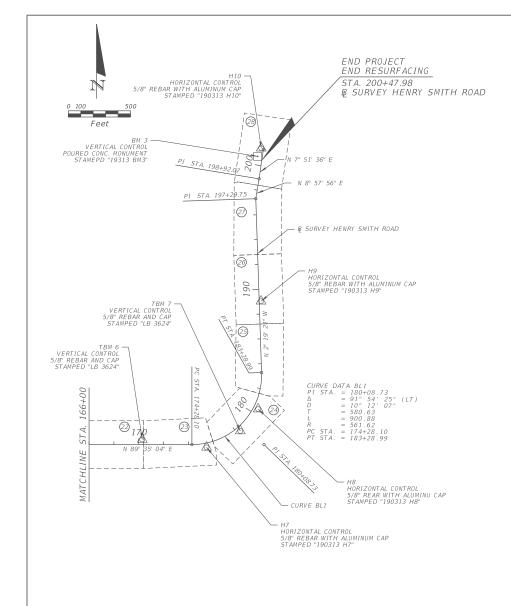
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STR.)E		ELS	ROUND	CROSS	DRAIN PIPE		М	ITERED END SEC	TIONS	STRAIGHT CONC.	PERF. TURF		
STR.	STATION	SIDE	DESCRIPTION	18 L	24"	13" X 17"	43" X 68"	48" X 76"	ROUND	ELLIP		ENDWALLS	(SOD)	REMARKS	
				B	RCP	ECMP	ERCP	ERCP	24" RCP	13" X 17" ECMP	29" X 42" ECMP	EA	SY		
P S-1	13+26.91	LT	MES	1						1			22	PINE STREET, BASE BID	
P S-2	13+28.56	RT	MES, PIPE	1		5				1			22	PINE STREET, BASE BID	
P S-3	154+80.00	LT/RT	ENDWALL, PIPE, ENDWALL	1				35				2		INCLUDED IN BID OPTION A	
P S-4	169+03.58	LT/RT	ENDWALL, PIPE, ENDWALL	2			66					2		INCLUDED IN BID OPTION B	
P S-5	175+48.66	LT	MES	1	5				1				27	BASE BID	
F S-6	177+32.28	LT	MES	2							2		35	BASE BID	
F S-7	177+31.00	RT	MES	2							2		35	BASE BID	
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DATE	DESCRIPTION		DATE DE	ESCRIPT	ION		DOW W. PE	TERS III, P.E. UMBER 65565 ID YAFFEE, INC. STRY PARK CIRC LLE, FL 32246		05	ENGINEE1	RING		SUMMARY OF	NO.
	0-09 Nassau County CES (Henry Smith						9822 TAPE JACKSONVI	STRY PARK CIRC LLE, FL 32246	LE, SUITE 2	05 # 600 VE	HENRY SMIT	H ROAD	DI	RAINAGE STRUCTURES	5

SURVEY GENERAL NOTES

- 1. THIS IS NOT A BOUNDARY SURVEY
- 2. THIS PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), 1983 NORTH AMERICAN DATUM (NAD 83-2011).
- 3. ELEVATIONS DEPICTED HEREIN ARE IN DECIMAL FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SOURCE BENCHMARK IS A DISK STAMPED "NAS 22 1984" IN THE TOP OF CONCRETE MONUMENT AT THE INTERSECTION OF INGRAM ROAD AND CSX RAILROAD. ELEVATION = 59.77 FEET (NORTH AMERICAN VERTICAL DATUM OF 1988).
- 4. RIGHT OF WAY LINES AND ARE CALCULATED FROM LAST DEEDS OF RECORD AVAILABLE FROM NASSAU COUNTY PROPERTY APPRAISER ONLINE PORTAL.
- 5. CONTROL POINT DATA IS PROVIDED IN TABULATED FORM. GRAPHIC POINT REPRESENTATIONS DO NOT REPLACE OR SUPERSEDE TABULATED COORDINATE AND ELEVATION DATA.
- 6. INFORMATION SUCH AS INVERT ELEVATIONS, PIPE SIZE, PIPE MATERIAL, AND CONNECTIVITY OF THE STORM AND SANITARY SYSTEMS ARE ASCERTAINED TO THE BEST OF OUR ABILITY BASED ON SITE CONDITIONS, ACCESSIBILITY TO THE FACILITIES, CONDITION OF FACILITIES AND AGE OF FACILITIES.
- 7. LAST DAY OF FIELD SURVEY: MARCH 24, 2020.





VERTICAL CONTROL POINTS										
POINT	STATION	OFFSET	NORTHING	EASTING	ELEVATION	FEATURE				
BM1	100+37.44	56.35	2304409	363867	80.08	PMON				
TBM1	110+07.41	37.39	2304435	364837	77.81	I RC				
TBM2	120+11.19	38.43	2304518	365834	74.19	I RC				
TBM3	130+12.85	37 . 48	2304449	366842	72.89	I RC				
TBM4	140+06.51	39.22	2304455	367836	62.71	I RC				
BM2	150+13.86	36.96	2304464	368843	63.36	PMON				
TBM5	160+22.25	37.38	2304471	369851	61.59	I RC				
TBM6	170+28.05	41.09	2304557	370857	52.37	I RC				
TBM7	178+27.78	35.40	2304631	371646	62.14	I RC				
TBM8	187+80.24	40.67	2305556	371836	62.76	I RC				
ВМ3	200+69.56	37.40	2306844	371770	57.97	PMON				

	HOR I 2	ZONTAL	CONTROL	POINTS	
POINT	STATION	OFFSET	NORTHING	EASTING	FEATURE
190313 H1	99+79.64	- 32 . 48	2305908.737	363778.017	I RC
190313 H2	99+59.42	-1444.09	2304497.313	363808.468	I RC
190313 H3	116+20.32	16.69	2304460.044	365449.465	I RC
190313 H4	132+26.24	18.22	2304470.152	367055.352	I RC
190313 H5	148+27.65	16.69	2304483.296	368656.713	I RC
190313 H6	163+69.24	17.73	2304493.429	370198.268	I RC
190313 H7	175+40.22	33.46	2304498.059	371375.145	I RC
190313 H8	180+42.45	39.15	2304808.558	371788.631	I RC
190313 Н9	189+03.47	14.81	2305677.813	371805.574	I RC
190313 H10	201+39.14	-18.09	2306910.374	371798.465	I RC

				Т
	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

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NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

PROJECT LAYOUT

SHEET NO.

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GENERAL NOTES

- 1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
- 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. THE FOLLOWING LIST OF UTILITY COMPANIES HAVE FACULTIES WITHIN THE PROJECT LIMITS.

<u>COMPANIES</u>	TELEPHONE NUMBER
COMCAST CABLE COMMUNICATIONS WINDSTREAM COMMUNICATIONS OKEEFEENOKE RURAL ELECTRIC MEMBERSHIP CENTURY LINK FLORIDA POWER AND LIGHT TOWN OF HILLIARD (WATER) MCI CSX RAILROAD ROADMASTER	(904) 380-6341 (386) 364-2493 (800) 262-5131X3305 (352) 303-2430 (904) 225-3031 (904) 675-9813 (904) 633-5481 (912) 550-5937

- VOLTAGES OF OVERHEAD POWER LINES ARE SHOWN ON THE PLANS PER UAO MARKUPS. CONTRACTOR TO NOTE HEIGHT
 OF ALL EXISTING OVERHEAD LINES AND PLAN THE EXECUTION OF THE WORK ACCORDINGLY.
- 4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS 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.
- 5. THE CONTRACTOR SHALL NOT ALLOW ANY ASPHALT SPOILS TO BE SWEPT OR BLOWN ONTO UNPAVED SHOULDER AREAS, INTO DRAINAGE STRUCTURES, OR DITCHES. CONTRACTOR SHOULD CLEAN UP DAILY AND HAVE A BROOM AVAILABLE.
- 6. 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, FDOT STANDARDS PLANS AND FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE 2021 WILL BE USED IF NOT ADDRESSED BY NASSAU COUNTY DOCUMENTS. CONTRACTOR SHALL COMPLY WITH CURRENT FLORIDA ACCESSIBILITY CODE FOR ALL WORK ON THIS PROJECT.
- 7. 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 CONTRACTOR'S RID.
- 8. 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-SUFRACE, 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 ALSO UNGED TO TAKE COLOR PHOTOGRAPHS THROUGHOUT THE PROJECT AREA TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AND IN THE POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT.
- 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EITHER CONDUCT ANY FIELD EXPLORATION OR ACQUIRE ANY GEOTECHNICAL ASSISTANCE REQUIRED TO ESTIMATE, IF NEEDED, THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO BE REMOVED AND/OR TO ESTIMATE THE AMOUNT OF OFF-SITE BORROW THAT WILL BE REQUIRED. CONTRACTOR IS TO USE AN FOOT APPROVED PIT.
- 10. THE CONTRACTOR WILL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH NASSAU COUNTY AND/OR FDOT REQUIREMENTS WITH PRIOR ADVANCE NOTICE TO NASSAU COUNTY AND/OR OWNER C.E.I.'S. THIS SHALL INCLUDE DENSITY TESTS FOR ASPHALT AND LIMEROCK AND IN ALL TRENCHES. CONCRETE TESTING. AND ALL OTHER MATERIAL TESTING.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE FOR THE PROJECT INCLUDING NPDES PERMITS, ETC.
- 12. 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.
- 13. AS-BUILT DRAWINGS (2 PAPERS & 1 CADD) 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 CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION AND SUBMITTAL OF "AS-BUILTS" SHAWINGS 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. THE AS-BUILT SURVEY SHALL INCLUDE ROADSIDE DITCH SPOT ELEVATIONS.
- 14. 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 PROCEEDING WITH CONSTRUCTION.
- 15. CLEARING AND GRUBBING REQUIRED FOR ALL ROADWAY, DRAINAGE. 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 SOD ALL DISTURBED AREAS (AS SHOWN ON PLAN).
- 16. ALL AREAS SHOWN TO BE FILLED SHALL BE CLEARED AND GRUBBED IN ACCORDANCE WITH THE JULY 2022 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 110.
- 17. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

- 18. CONTRACTOR SHALL COORDINATE WITH DAVID HEARN, NASSAU COUNTY ROAD AND BRIDGE (904-530-6175), AND DELIVER MILLINGS TO THE FOLLOWING ADDRESS:
 - HILLIARD YARD 37356 PEA FARM ROAD HILLIARD, FL 32046
- 19. CONTRACTOR SHALL NOTIFY ROAD AND BRIDGE AT LEAST 10 DAYS IN ADVANCE OF MILLING OPERATIONS.
- 20. ALL EXISTING TREES, OUTSIDE OF AREAS TO BE CLEARED AND GRUBBED, ARE TO REMAIN AND SHALL BE PRESERVED AND PROTECTED.
- 21. ALL STORM SEWER PIPE MATERIALS SHALL CONFORM TO THE TYPES LISTED AS APPROVED IN THE NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS. ALL PIPE INSTALLATIONS WILL FOLLOW MANUFACTURER'S RECOMMENDATIONS, NASSAU COUNTY AND FOOT REQUIREMENTS. ALL JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER FOOT REQUIREMENTS.
- 22. ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH NASSAU COUNTY AND FOOT REQUIREMENTS AND SHALL BE CONSTRUCTED TO CONFORM WITH PROPERTY LINES AND LOW POINTS AS SHOWN ON THE PLANS.
- 23. CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC., ARE CLEAN AND FUNCTIONING PROPERLY AT TIME OF ACCEPTANCE.
- 24. CONTRACTOR WILL BE RESPONSIBLE FOR THE RELOCATION OF ALL STANDARD MAILBOXES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND POSTAL REQUIREMENTS.
- 25. NO BURNING IN THE RIGHT-OF-WAY SHALL BE PERMITTED.
- 26. TWO COUNTY IMPACT FEE SIGNS SHALL BE PROVIDED AS SHOWN IN THE IMPACT FEE SIGN DETAIL IN THE TRAFFIC CONTROL PLAN SHEETS. CONTRACTOR SHALL COORDINATE WITH MASSAU COUNTY TO OBTAIN THE IMPACT FEE SIGNS, PROPOSED LOCATIONS FOR SIGNS AND UPDATE THE SIGN INFORMATION, AS NECESSARY.
- 27. ANY DRIVEWAY'S BROKEN OR CRACKED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE DIRECTION OF THE PROJECT ENGINEER AT THE CONTRACTOR'S EXPENSE.
- 28. A PRE-CONSTRUCTION MEETING IS REQUIRED TO BE ATTENDED BY NASSAU COUNTY REPRESENTATIVES, THE CONTRACTOR, AND THE ENGINEER OF RECORD, QC (CONTRACTOR'S TESTING FIRM), SUBCONTRACTOR (ASPHALT) AND THE UTILITY COMPANIES.
- 29. 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.
- 30. CONTRACTOR IS TO SUBMIT A DISASTER PREPAREDNESS PLAN AT THE PRE-CONSTRUCTION MEETING.
- 31. THE REMOVAL OF MUCK AND PLASTIC MATERIAL WITHIN THE PROJECT LIMITS SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD PLANS INDEX 120-002.
- 32. LANE CLOSURE RESTRICTIONS ON THIS PROJECT WILL BE APPROVED BY NASSAU COUNTY ENGINEERING SERVICES DEPARTMENT. REFER TO NASSAU COUNTY ROAD CLOSURE POLICY.
- 33. THE CONTRACTOR SHALL NOTIFY NEARBY BUSINESSES OF ANY TRAFFIC INTERRUPTIONS.
- 34. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND/OR SODDING THE DISTURBED AREA.
- 35. MILLED PAVEMENT SHALL BE RESURFACED ON THE SAME DAY. TRAFFIC IS NOT PERMITTED ON MILLED SURFACES.
- 36. ALL WORK PERFORMED WITHIN COUNTY'S RIGHT-OF-WAY SHALL CONFORM TO NASSAU COUNTY'S ORDINANCE 2022-04 AND THE FOLLOWING PUBLICATIONS:

JULY 2022 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FDOT STANDARD PLANS FY 2022-23 2022 FDOT STANDARD PLANS FY 2022-23 2022 FDOT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAYEMENT REHABILITATION (CURRENT EDITION).

- 37. ACCESS TO DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.
- 38. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, Vh, AND VVh ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- 39. THE CONTRACTOR WILL NOT BE ALLOWED TO WORK AT NIGHT, ON WEEKENDS OR DURING HOLIDAYS. THE CONTRACTOR WILL NOT BE ALLOWED TO WORK DURING FCAT TESTING DAYS.
- 40. LANE CLOSURES WILL BE COORDINATED SO AS NOT TO IMPACT DAILY SCHOOL BUSING OPERATIONS OF CALLAHAN MIDDLE SCHOOL HILLIARD ELEMENTARY, AND HILLIARD SENIOR MIDDLE HIGH. THE CONTRACTOR WILL COORDINATE WITH SCHOOL BOARD DIRECTOR OF TRANSPORTATION BRAD UNDERHILL.
- 41. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.
- 42. ALL EXCESS SUITABLE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY ENGINEER OR OWNER.
- 43. THE CONTRACTOR SHALL VIDEO THE PROJECT SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND PROVIDE THIS VIDEO TO THE COUNTY.

REVISIONS		ENGINEER OF RECORD	NASSAU COUNTY		SHEET			
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.		ENGINEERING		NO.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC.		CONSTRUCTION PLANS FOR:	GENERAL NOTES	
				9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	TO VE THE	HENRY SMITH ROAD		8

GENERAL NOTES CONT.

- 44. THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE, INCLUDING CRITICAL PATH, TO THE COUNTY AT THE PRE-CONSTRUCTION MEETING. THESE ITEMS WILL BE UPDATED REGULARLY THROUGHOUT THE CONSTRUCTION DURATION.
- 45. ANY DAMAGE OCCURING TO CR 108, CR 115 (OLD DIXIE HIGHWAY), US 1 OR SIDE STREETS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY.
- 46. PRIOR TO ANY ACTIVITIES NEAR FOOT RIGHT-OF-WAY ON SR 15/US 1. NOTIFY FOOT JACKSONVILLE MAINTENANCE OFFICE.

RAILROAD NOTES

- 1. THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL OF ANY KIND ON CSXT RIGHT-OF-WAY (ROW) OR WHERE THEY MAY HAVE THE POTENTIAL TO INTERFERE WITH CSXT OPERATIONS UNLESS CONTRACTOR HAS RECEIVED PRIOR WRITTEN AUTHORIZATION BY CSXT REPRESENTATIVE
- 2. COORDINATE ALL RAILROAD ACTIVITIES THROUGH NASSAU COUNTY ENGINEERING DEPARTMENT.
- 3. BASED ON THE PROJECT SCOPE, CSXT WILL DETERMINE THE LEVEL OF TRACK/ROW PROTECTION REQUIRED. HOWEVER, NO WORK ON OR WITH IMPACTS TO CSXT ROW IS PERMITTED WITHOUT SAID TRACK/ROW PROTECTION.
- 4. UNDER NO CONDITIONS SHALL WORK AFFECT THE SAFE PASSAGE OF TRAINS OR OTHER ON TRACK EQUIPMENT.
- CONTRACTOR AND ALL SUBCONTRACTORS (IF APPLICABLE) SHALL PROCURE AND MAINTAIN RAILROAD PROTECTIVE LIABILITY INSURANCE AND COVERAGE OF INSURANCE BEFORE ACCESSING CSXT RIGHT-OF-WAY (ROW).
- 6. CONTRACTOR SHALL REFER TO THE CSXT PUBLIC PROJECTS MANUAL, MOST RECENT EDITION, FOR CONSTRUCTION REQUIREMENTS WHILE WITHIN THE CSXT RIGHT-OF-WAY (ROW).
- 7. CONTRACTOR MUST HAVE AN EMERGENCY ACTION AND HURRICANE PREPAREDNESS PLAN AND MEANS AND METHODS, WHICH SHOULD BE SITE SPECIFIC AND MUST INCLUDE COORDINATION WITH CSXT AND CSXT REPRESENTATIVE, WHILE WORKING WITHIN THE CSXT ROW LIMITS. THESE PLANS MUST BE PROVIDED TO CSXT FOR REVIEW AND ACCEPTANCE PRIOR TO WORK COMMENCING WHICH MAY IMPACT CSXT RIGHT-OF-WAY (ROW) OR FACILITIES.
- 8. AGENCY AND CONTRACTOR ARE NOT PERMITTED TO CROSS CSXT'S PROPERTY OR TRACKS, EXCEPT ON EXISTING PUBLIC ROAD CROSSINGS, WITH VEHICLES, MEN, OR EQUIPMENT OF ANY KIND WITHOUT PRIOR AUTHORIZATION FROM CSXT OR AUTHORIZED REPRESENTATIVE.
- 9. IF ANY ISSUE OR INCIDENT OCCURS WITHIN CSXT RIGHT-OF-WAY (ROW), CONTRACTOR MUST IMMEDIATELY CONTACT THE CSXT PUBLIC SAFETY COORDINATION CENTER AT 800-232-0144 AND NOTIFY CSXT REPRESENTATIVE.
- 10. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATIONS LINES. THE CONTRACTOR SHALL CONTACT THE RAILROAD'S REPRESENTATIVE TWO (2) WEEKS IN ADVANCE OF THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE RAILROAD UNDERGROUND LINES ON RAILROAD PROPERTY, UPON REQUEST FROM THE CONTRACTOR OR AGENCY, RAILROAD SIGNAL FORCES WILL LOCATE AND PAINT MARK OR FLAG RAILROAD UNDERGROUND SIGNAL, COMMUNICATION, AND POWER LINES IN THE AREA TO BE DISTURBED FOR THE CONTRACTOR. AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE LINES WHICH ARE CRITICAL TO CONTRACTOR. THE SAFETY OF THE RAILROAD AND THE PUBLIC. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD SIGNAL, COMMUNICATION, OR POWER LINE, THE LINE SHALL BE POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR AND THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF A RAILROAD SIGNAL.
- 11. ALL SOILS EXCAVATED WITHIN CSXT'S RAILROAD RIGHT-OF-WAY SHALL REMAIN ON CSXT'S RIGHT-OF-WAY. TESTING OF SOILS ON CSXT ROW IS PROHIBITED WITHOUT PRIOR WRITTEN CSXT AUTHORIZATION. ANY SOILS EXCAVATED ON CSXT ROW CAN BE REUSED ON THE ROW PROVIDED PLACING SOILS ALONG CSXT ROW POSES NO ADVERSE IMPACTS TO THE ESTING TERRAIN, DRAINAGE ORENVIRONMENT. SHOULD SOIL NEED TO BE REMOVED FROM CSXT ROW, THE CSXT ENVIRONMENTAL DEPARTMENT WILL SAMPLE THE SOIL FOR DISPOSITION. SOIL STAGED ON CSXT MUST FOLLOW CSXT PROTOCOL AND BE PROPERLY STORED AND/OR PROTECTED FROM THE ELEMENTS AND POTENTIAL EXPOSURE.
- 12. PROVIDE THE DEPARTMENT WITH A 45 DAY ADVANCE NOTICE OF BEGINNING WORK WITHIN THE RAILROAD RIGHT OF WAY TO ALLOW FOR THE SCHEDULING OF TRACK/ROW PROTECTION. FAILURE BY THE CONTRACTOR TO MEET THE REQUIREMENTS OF THIS NOTE CONSTITUTES A FULL, COMPLETE ABSOLUTE AND IRREVOCABLE WAIVER BY THE CONTRACTOR OF ANY RIGHT TO CLAIM FOR ADDITIONAL COMPENSATION OR A TIME EXTENSION RELATED TO WORK WITHIN THE RAILROAD RIGHT OF WAY.

EROSION CONTROL NOTES

- 1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
- 3. ADDITIONAL ONSITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORESEEN CONDITIONS OR ACCIDENTS.
- SHOULD THE FABRIC ON A SEDIMENT BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED
 USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
- 5. SEDIMENT DEPOSITS SHOULD BE CHECKED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- 6. ANY SEDIMENT DEPOSITS REMAINING IN PLACE SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED. IF IT CANNOT BE DRESSED TO CONFORM TO EXISTING GRADE, IT SHALL BE LEGALLY DISPOSED OF OFF-SITE AT NO ADDITIONAL COST TO THE COUNTY.
- 7. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEW MANUAL.
- ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- 9. SOD SHALL BE PLACED AND MAINTAINED IN ANY DISTURBED AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS.
- 10. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
- 11. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
- 12. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REQUIATIONS AND WATER QUALITY GUIDELINES FOR ALL LOCAL, STATE AND FEDERAL AGENCIES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
- 13. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
- 14. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO PREVENT TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND TURBIDITY LEVELS.
- 15. CONTRACTOR SHALL NOT WITHOLD PAYMENT OF FINES CAUSING UNNECESSARY DELAYS. PAYMENT SHALL BE MADE IN A REASONABLE AMOUNT OF TIME. NECLIGENTLY OR KNOWINGLY DISCHARING A POLLUTANT FROM A POINT SOURCE INTO A WATER OF THE UNITED STATES WITHOUT A NPDES PERMIT OR IF FOUND TO BE IN VIOLATION OF A NPDES PERMIT CAN RESULT IN FINES OF \$2,500 PER DAY PER STATUTE 33 U.S.C. 1319(X1) & (2).

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

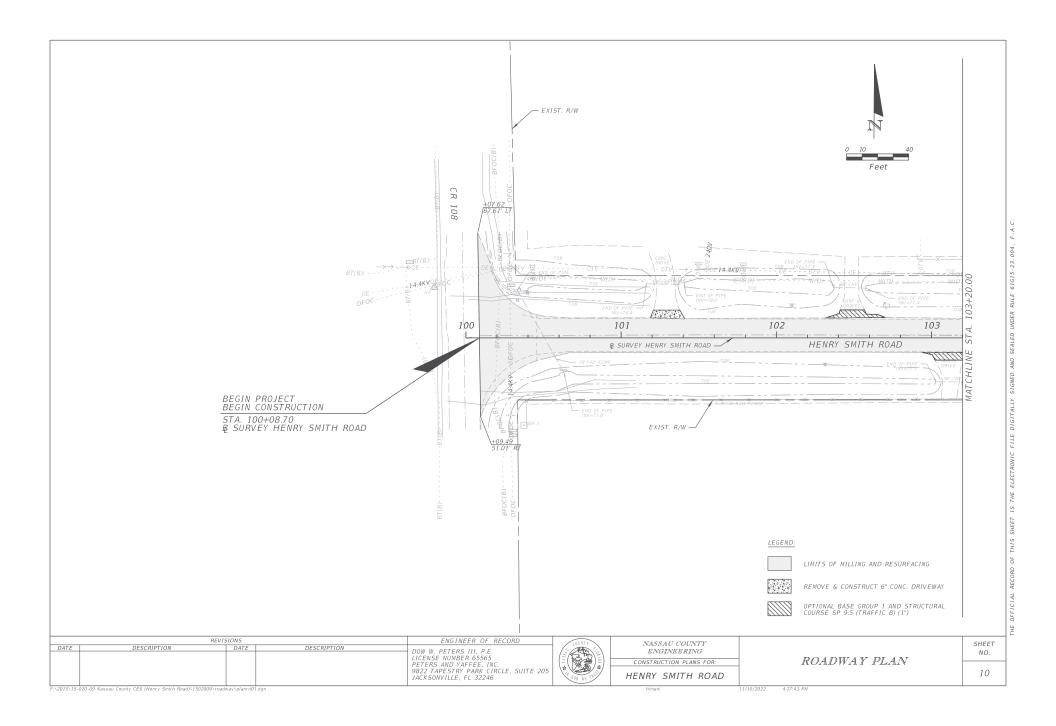


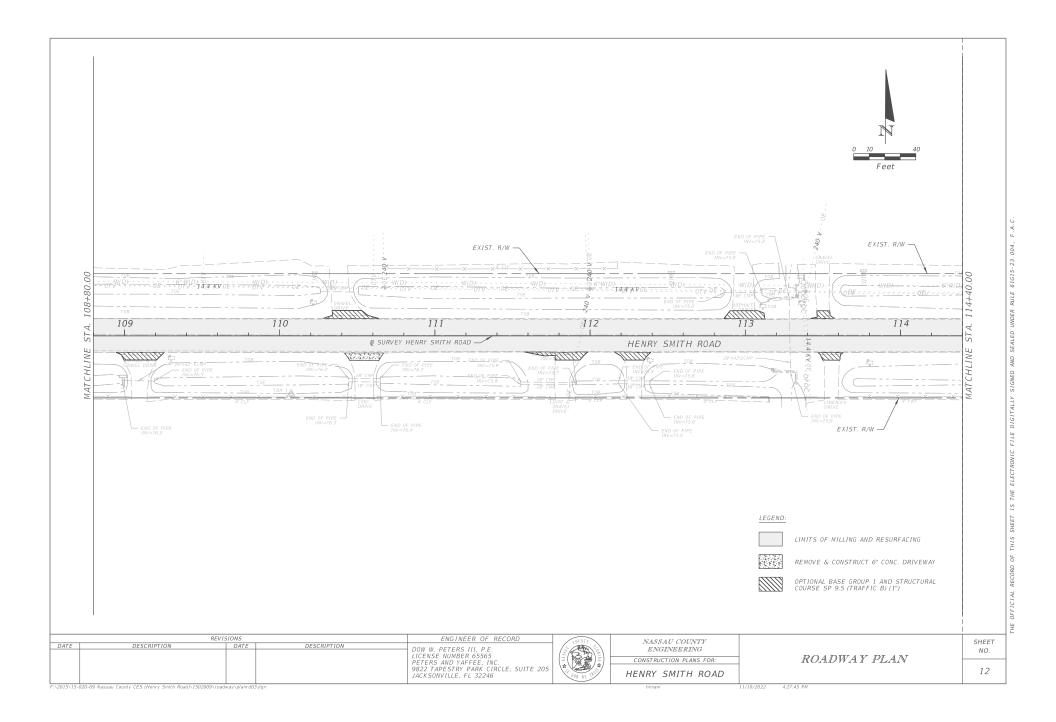
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CONSTRUCTION PLANS FOR:

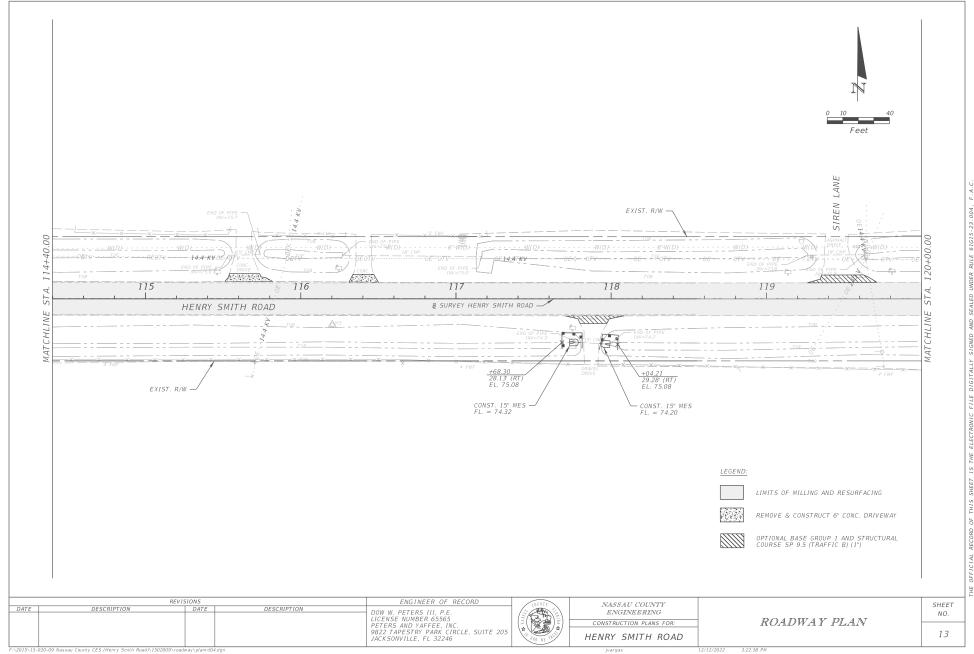
HENRY SMITH ROAD

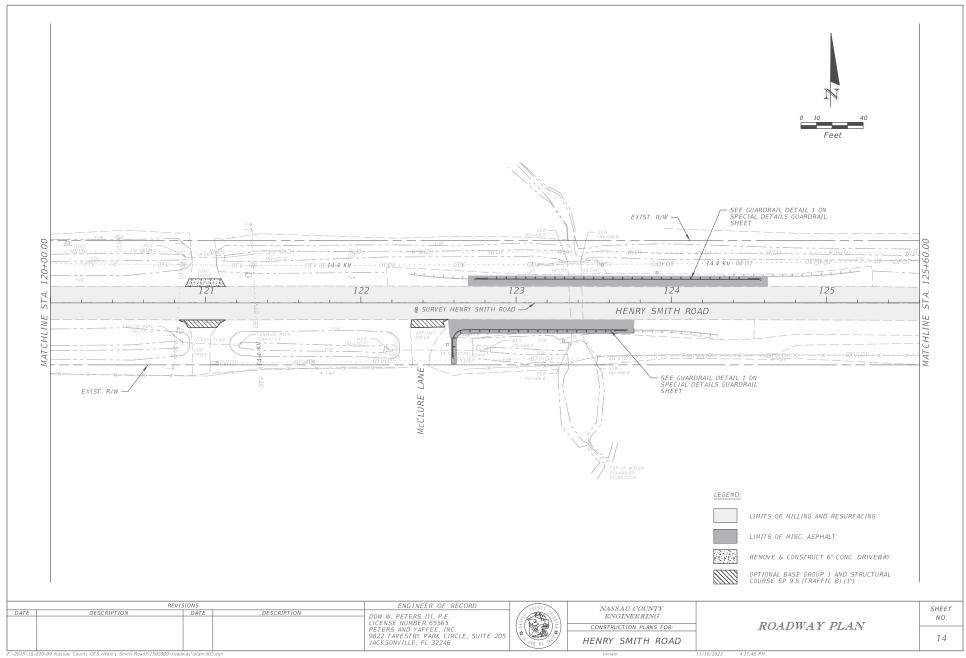
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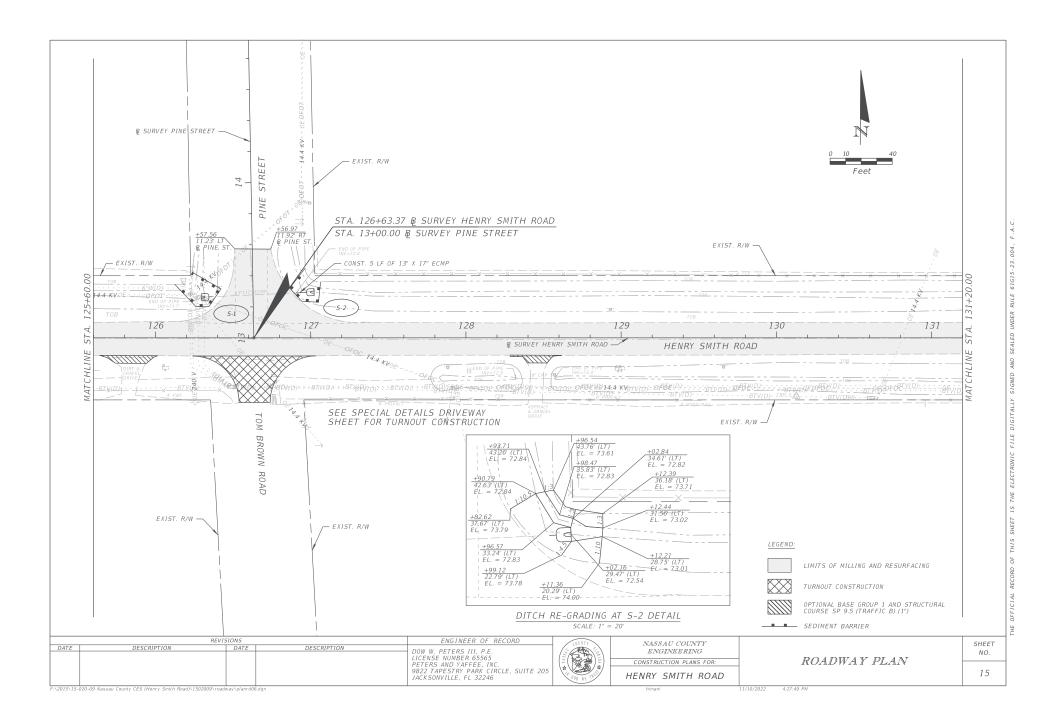
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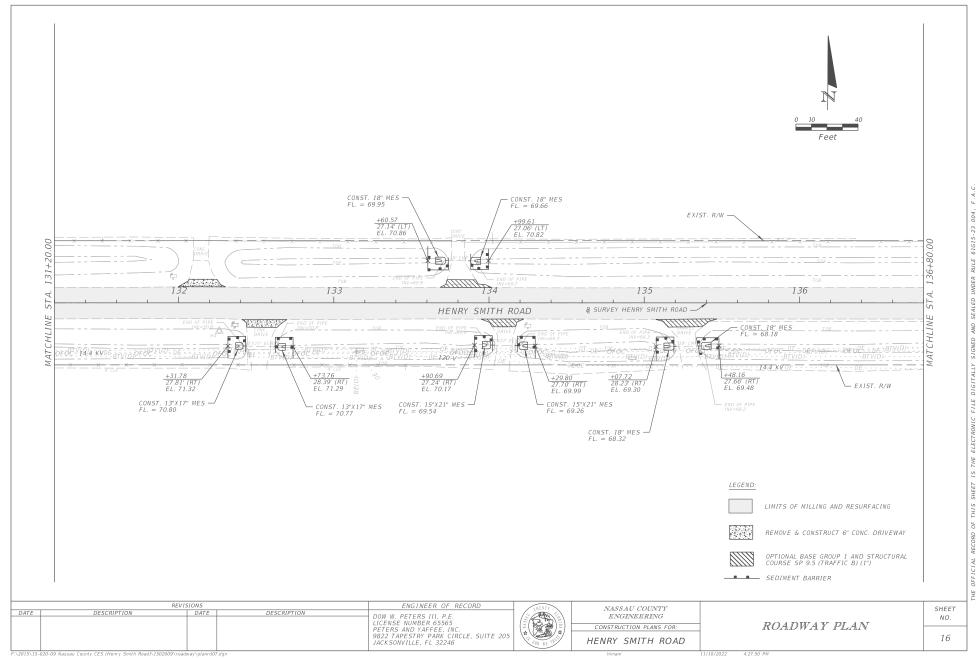


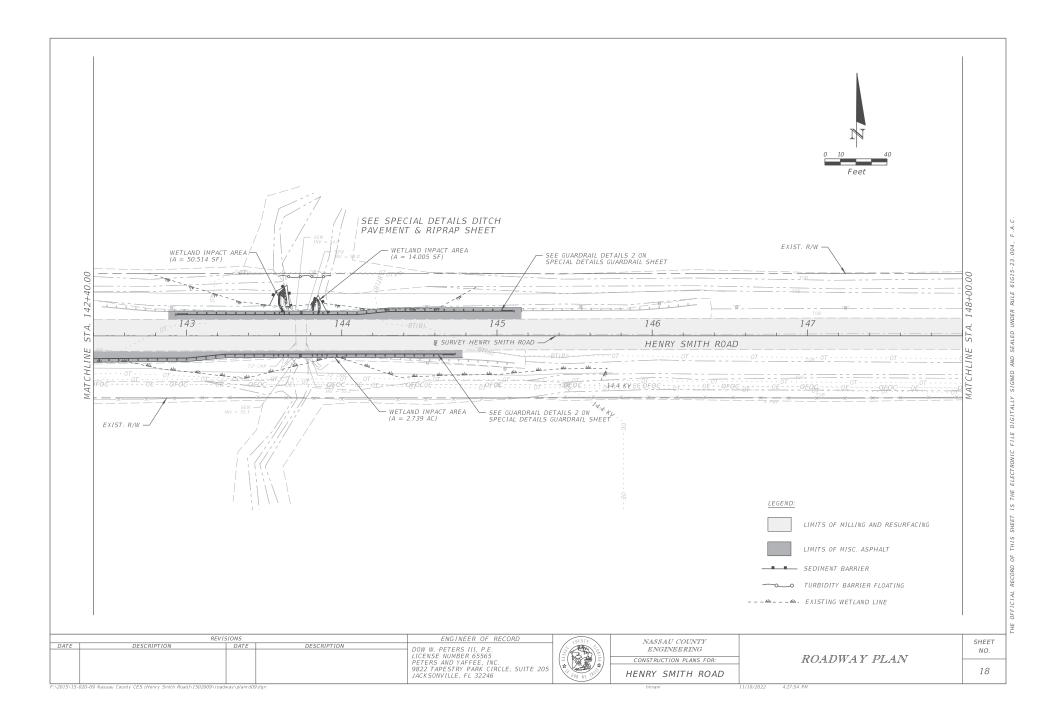


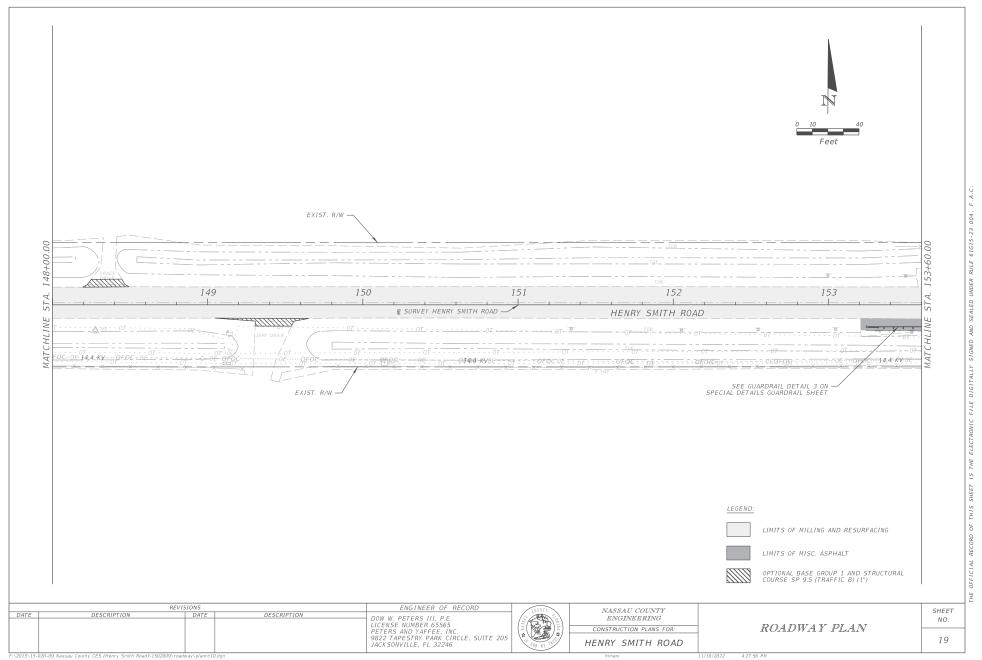


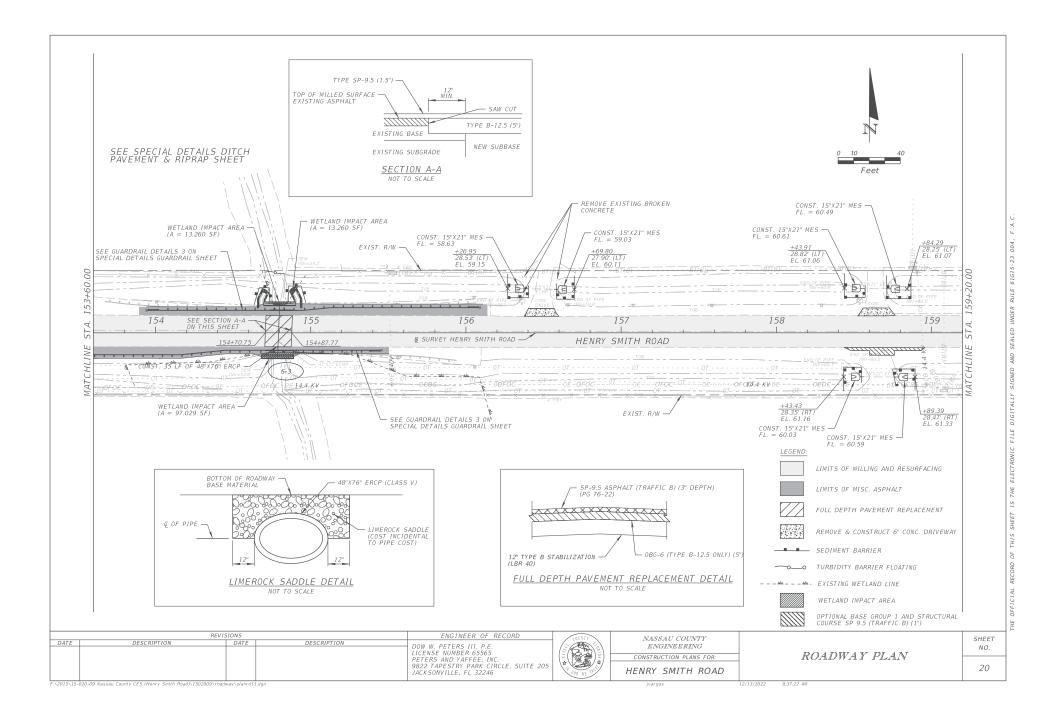




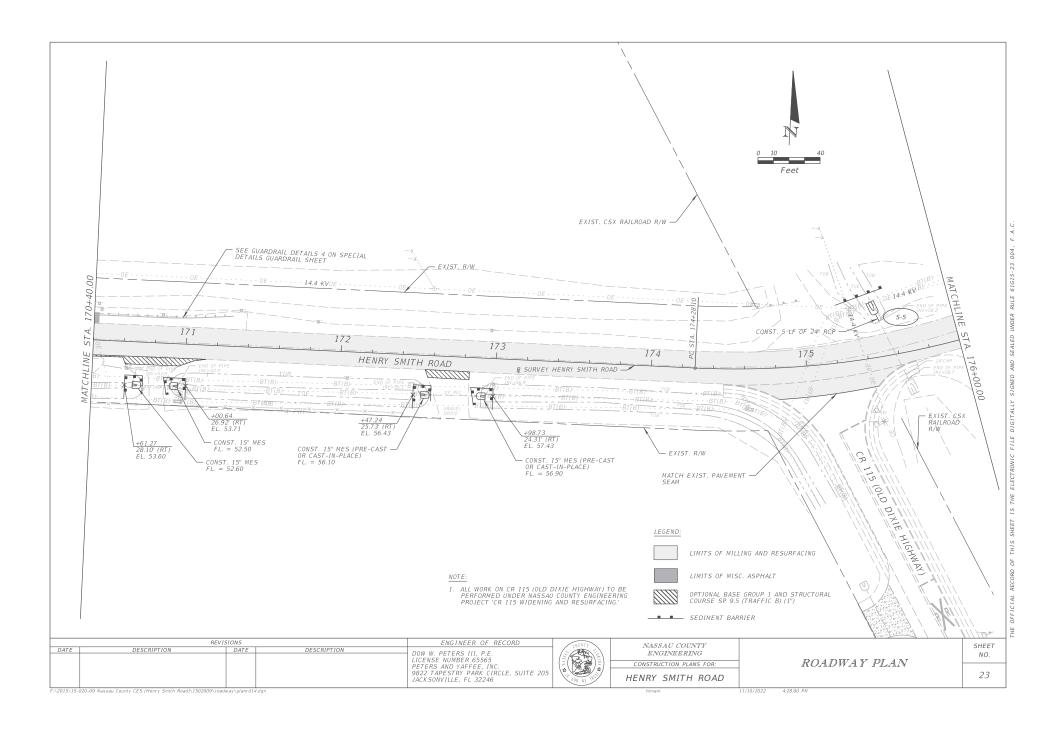


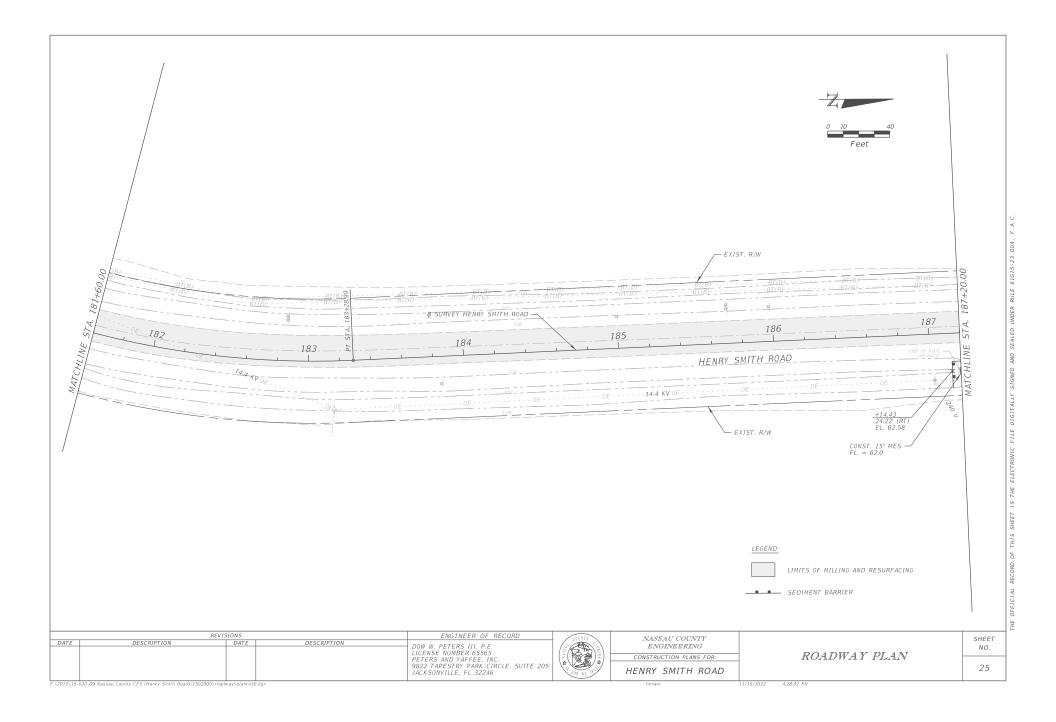


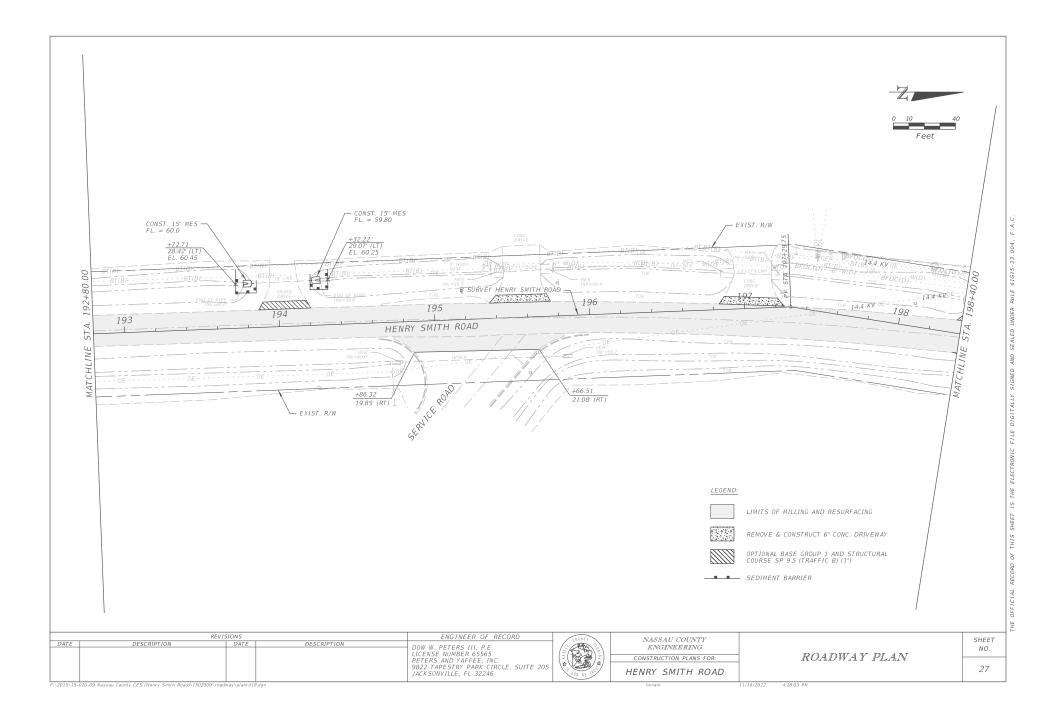


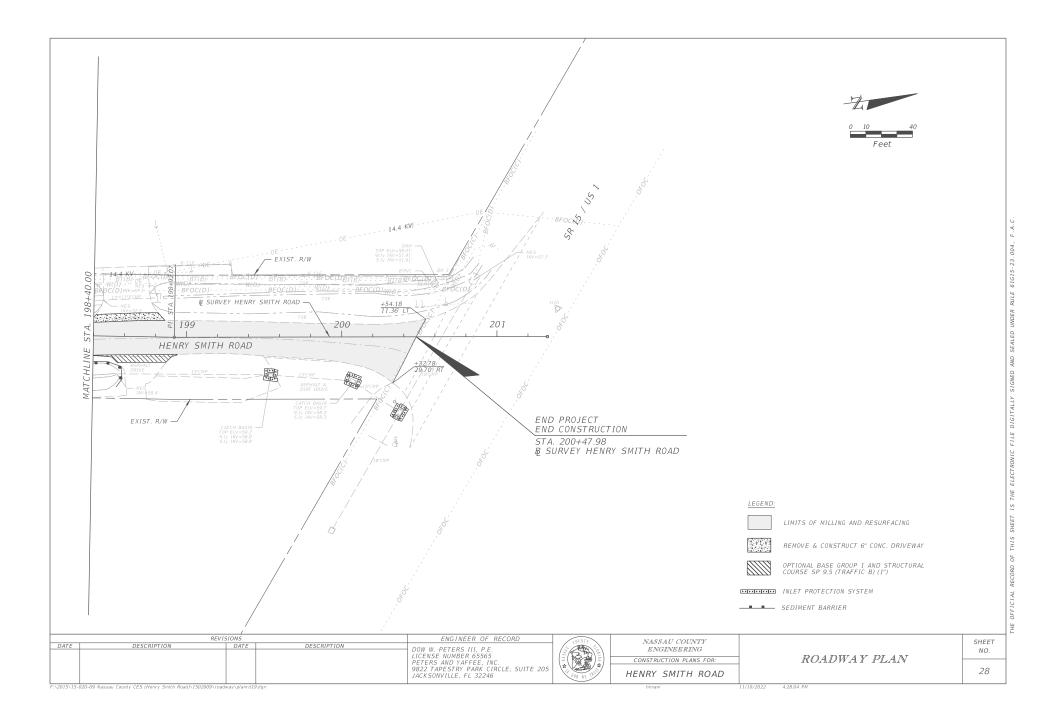


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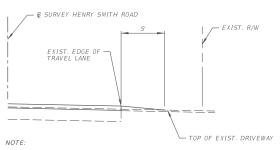






- 1. SEE DRIVEWAY MATERIAL TABLE AND PLAN SHEETS FOR LOCATIONS AND DRIVEWAY MATERIAL TYPE.
- 2. SEE PLAN SHEETS FOR DRIVEWAY LOCATIONS

TYPICAL DRIVEWAY PLAN



- 1. FOR EXISTING CONCRETE DRIVEWAYS, REMOVE AND CONSTRUCT 6" CONCRETE DRIVEWAY
- 2. ALL CONCRETE DRIVEWAYS SHALL BE 3,000 PSI WITH REINFORCEMENT PER NASSAU COUNTY ORDINANCE 2022-04 SECTION 8.6.3.

TYPICAL DRIVEWAY SECTION

N.T.S.

	KEV IS	ENGINEER OF RECORD		
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				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
				JACKSONVILLE, I'L SELTO

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NASSAU COUNTY ENGINEERING

DRIVEWAY MATERIAL TABLE

EXISTING DRIVEWAY

MATERIAL

CONCRETE

DIRT AND GRAVEI

GRASS

DIRT

BROKEN ASPHALT

CONCRETE

ASPHALT AND GRAVEL

ASPHALT AND GRAVEL

GRAVEI

CONCRETE

DIRT AND GRAVEL

ASPHALT

ASPHALT AND GRAVEL

GRAVEI

LIMEROCK

CONCRETE

CONCRETE

GRAVEI

ASPHALT

DIRT

CONCRETE

ASPHALT

DIRT AND GRAVEL

ASPHALT

ASPHALT AND GRAVEL

ASPHALT AND CONCRETE

LIMEROCK

DIRT

GRAVEL

GRAVEI

ASPHAIT AND DIRT

DIRT

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DIRT

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CONCRETE

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CONCRETE

DIRT AND GRAVEL

CONCRETE

ASPHALT

DIRT AND ROCK

ROCK

DIRT AND GRAVEL

DIRT AND GRAVEL

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CONCRETE

CONCRETE

CONCRETE

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103+95.88

104+39.66

104+45.46

107+48.25

107+97.48

109+10.16

110+43.37

110+54.49

111+82.52

112+28.24

112+99.23

113+50.11

113+55.42

115+63.25

116+40.38

117+88.15

119+49.74

120+97.12

120+99.13

122+40.66

125+84.16

126+62.91

128+45.30

132+14.91

132+52.05 133+80.29

134+09.95

135+27.88

137+35.53 139+39.34

148+35.92

149+42.75

156+47.66

158+64.14

158+68.46

160+13.07

161+79.17

163+44.83

164+26.35

166+89.81

170+81.51

172+69 15

177+92.97

187+46.97

194+03.61

195+57 70

197+03.74

198+62.63

198+67.31

199+89 68

HENRY SMITH ROAD

OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5 OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9 5 SHEET SPECIAL DETAILS NO DRIVE WAY 29

PROPOSED DRIVEWAY

MATERIAL

CONCRETE

OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5

OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5 OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5

OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5 OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5

CONCRETE

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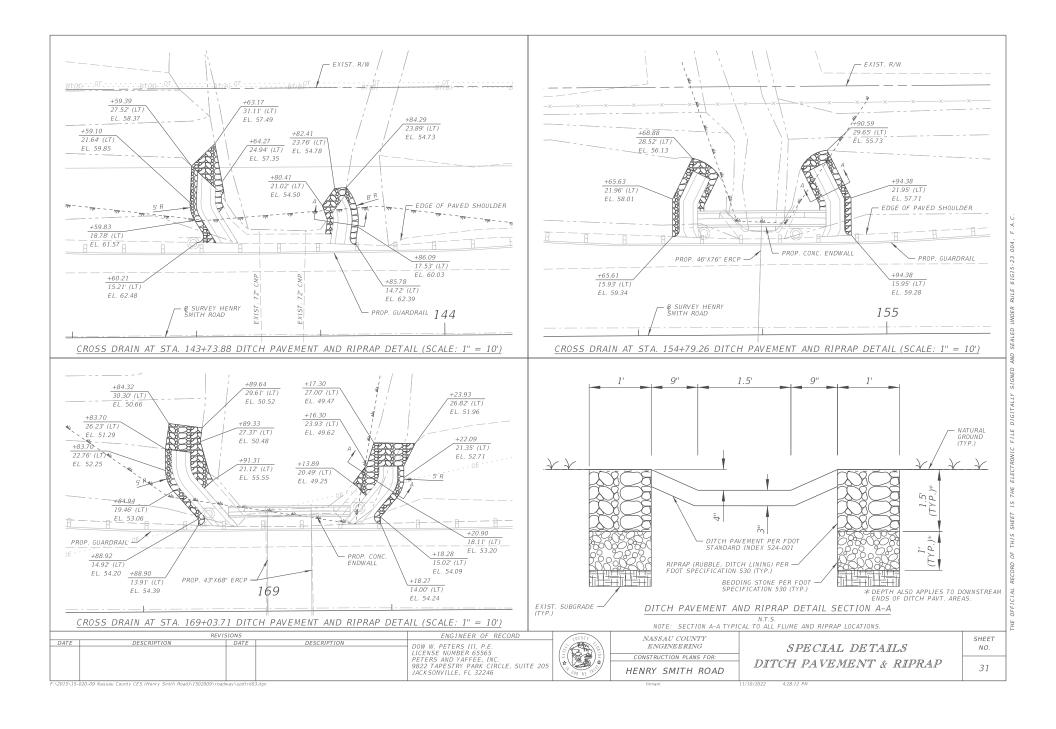
OPTIONAL BASE GROUP 1 AND STRUCTURAL COURSE SP-9.5

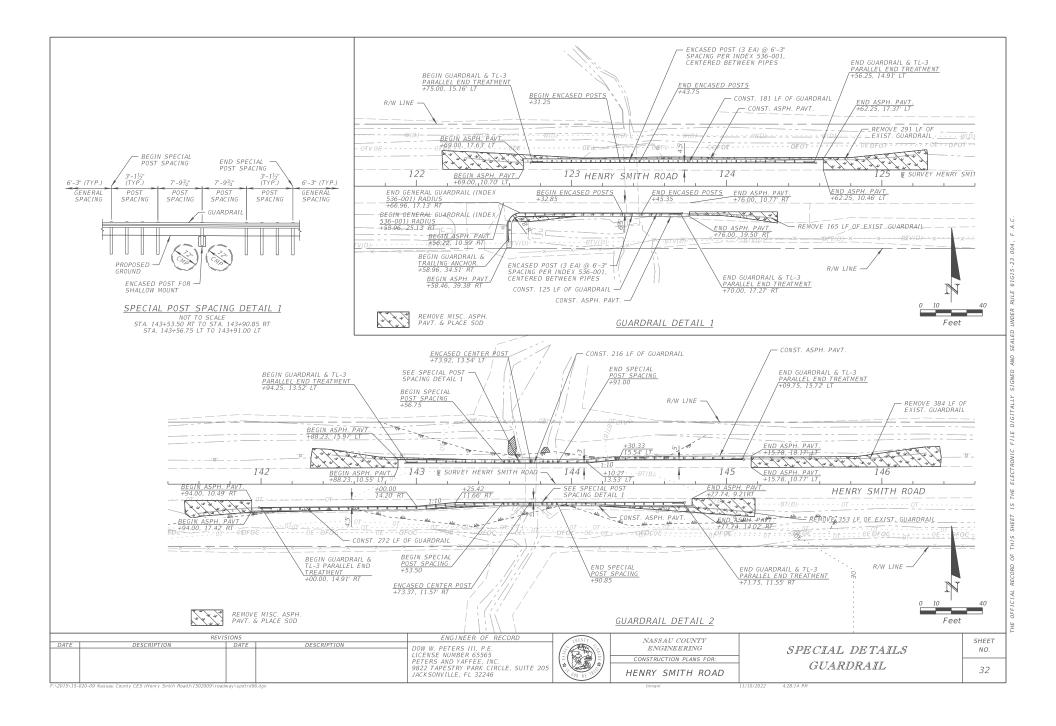
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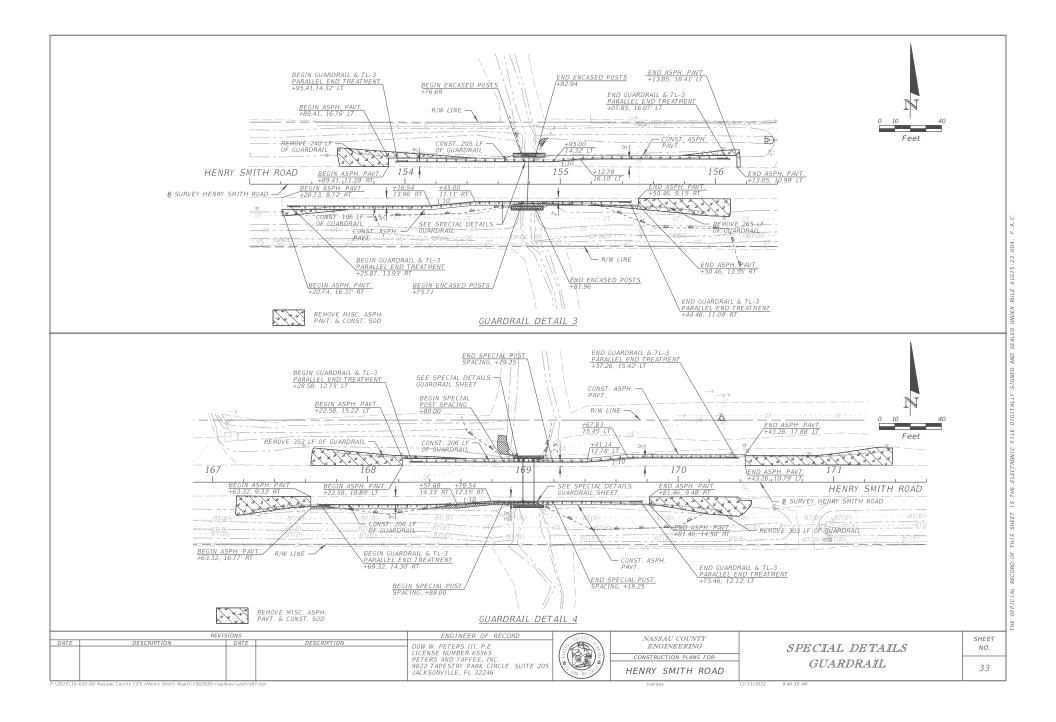
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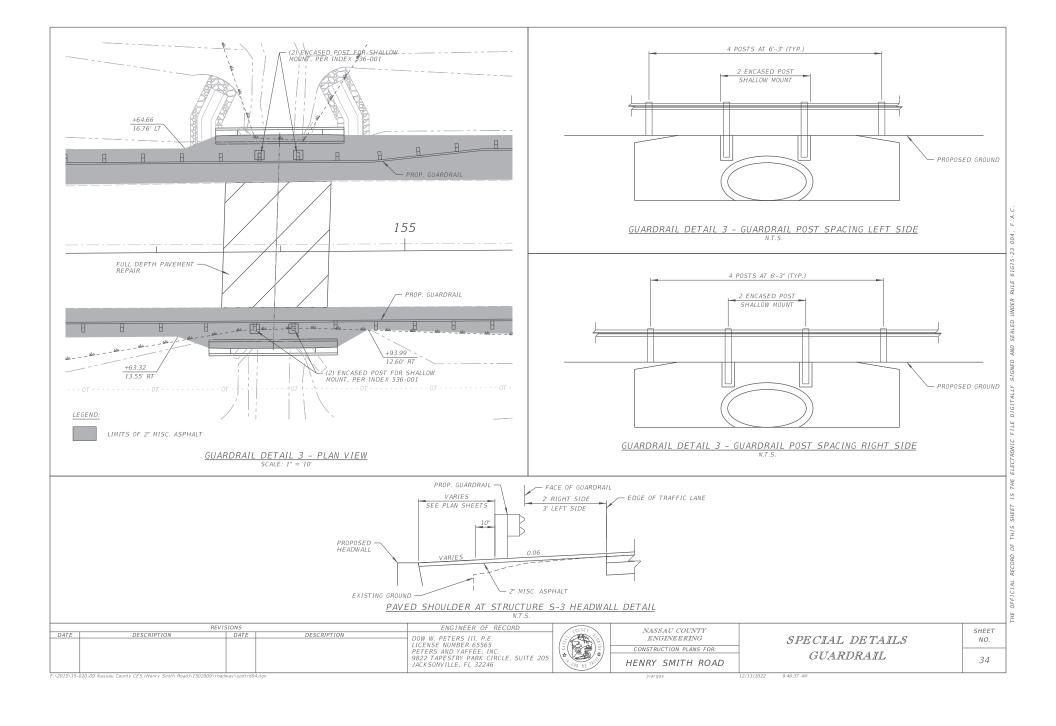
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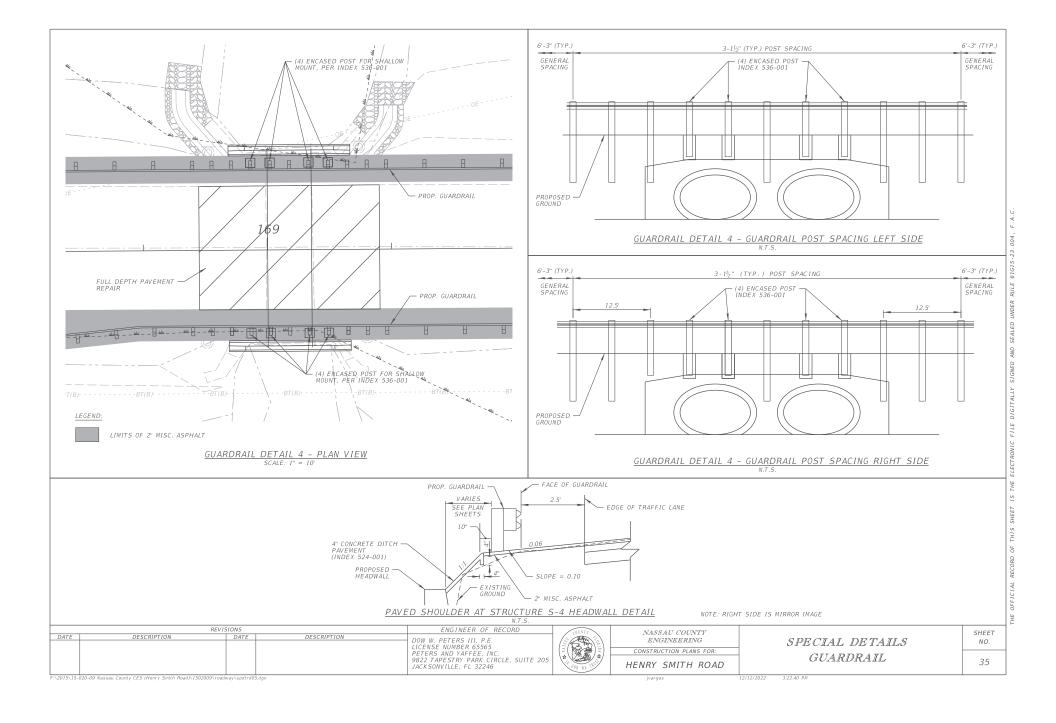
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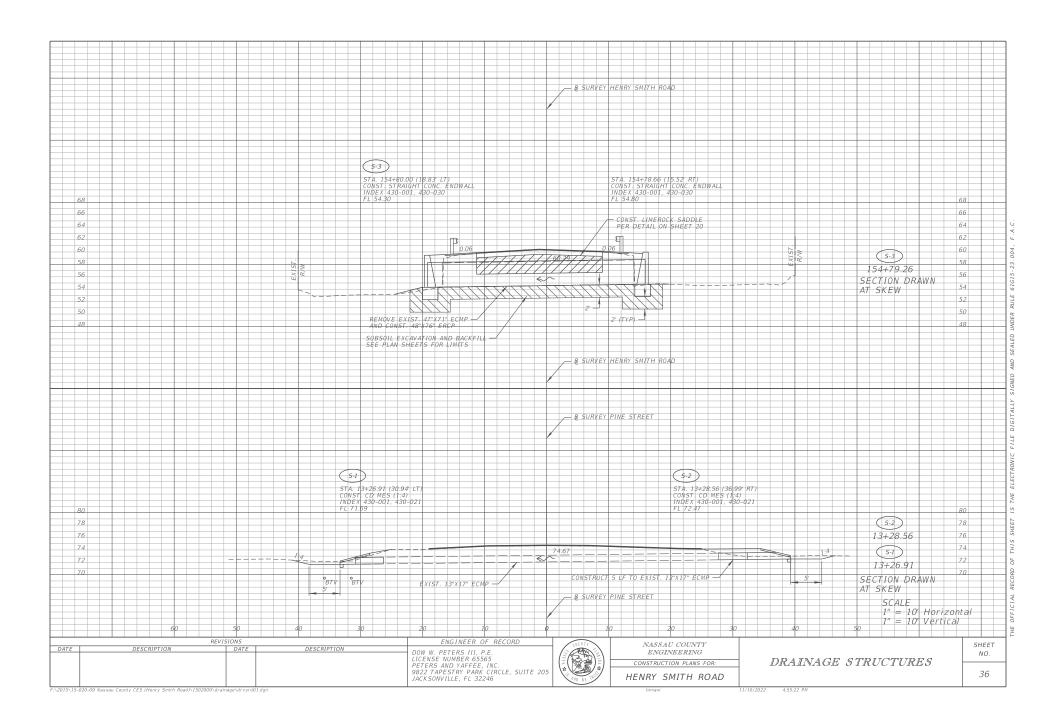


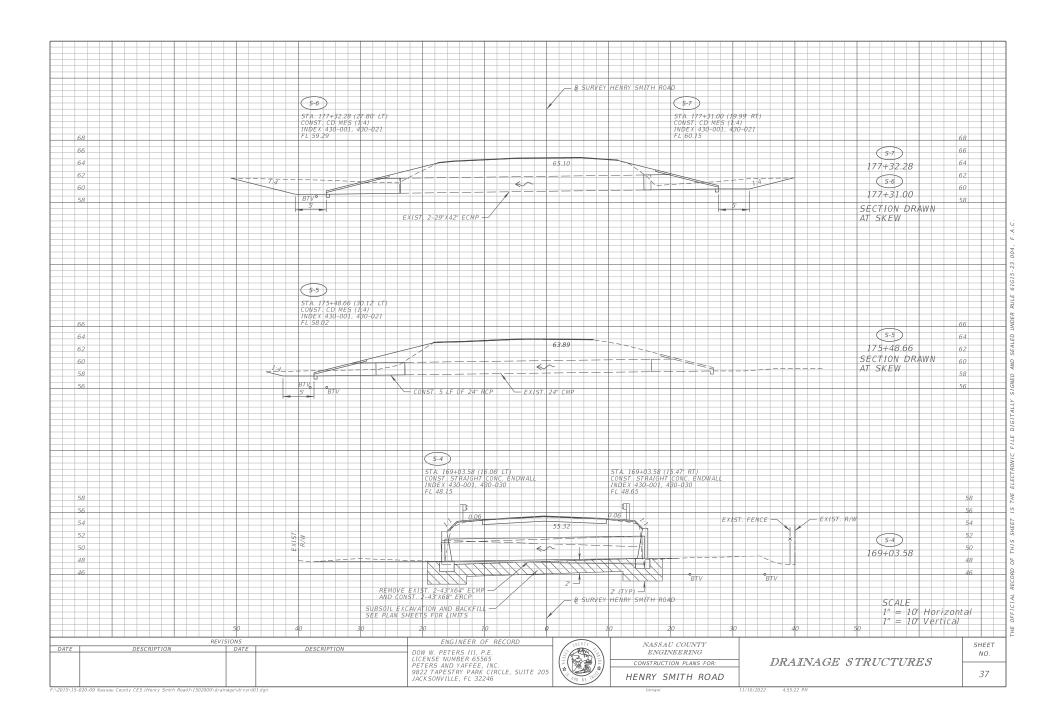












THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE FDOT STANDARDS PLANS. AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONTAINS CALLED THE CONTRUCTION PLANS CALLED THE KEY SHEET CONTAINS AN INDEX TO THE CONTRUCTION PLANS COMPLETE STORMWATER POLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REGULIED BY PARRATIVE, SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE MILLING AND RESURFACING OF HENRY SMITH ROAD FROM C.R. 108 TO U.S. 1. THE PROJECT ALSO INCLUDES INSTALLATION OF SIDE DRAIN MITERED END SECTIONS AT DRIVEWAYS AND REPLACEMENT OF TWO CROSS DRAINS.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN. THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL EROSION CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE EROSION CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

- 1 CLEARING AND GRUBBING
- 2. ROADWAY CONSTRUCTION INCLUDING THE MILLING AND RESURFACING OF EXISTING ASPHALT.
- 3. PLACEMENT OF FINAL GRASSING AND SOD
- 1.C. AREA ESTIMATES:

TOTAL SITE AREA: 5.5 ACRES. TOTAL AREA TO BE DISTURBED: 5.5 ACRES.

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:

AFTER 0.90

NO NEW IMPERVIOUS SURFACE IS ADDED WITH THIS PROJECT. EXISTING ASPHALT WILL BE MILLED AND RESURFACED WITH NO CHANGE IN IMPERVIOUS AREA LIMITS.

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE PROJECT GEOTECHNICAL REPORT. THE SOILS ENCOUNTERED ON THIS PROJECT ARE PREDOMINANTLY FINE SANDS AND FINE SANDS WITH SILT. ORGANIC FINE SANDS AND OF AND SANDS WERE ALSO ENCOUNTERED.

OUTFALL INFORMATION:

RUNOFF FROM EASTERN PORTION OF HENRY SMITH ROAD IS COLLECTED IN ROADSIDE DITCHES AND CONVEYED TO WETLAND AREAS LOCATED TO THE NORTHWEST OF THE INTERSECTION OF HENRY SMITH ROAD AND THE CSX

RUNOFF FROM THE PORTION OF HENRY SMITH ROAD LOCATED APPROXIMATELY 2250 FT WEST OF C.R. 108 IS COLLECTED BY ROADSIDE DITCHES AND CONVEYED TO FT WEST LOCATED TO THE SOUTH OF AND ADJACENT TO HENRY SMITH ROAD.

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

- * APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN ON THE TYPICAL SECTION SHEET.
- * AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE TYPICAL SECTION SHEET AND PLAN SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
- * AREAS NOT TO BE DISTURBED: THE AREAS SHOWN IN THE TYPICAL SECTION WITH NO PROPOSED IMPROVEMENTS ABOVE OR BELOW THEM ARE NOT TO BE DISTURBED.
- * LOCATIONS OF TEMPORARY CONTROLS: LOCATIONS OF THESE ARE DESCRIBED ON THE ROADWAY PLAN SHEETS.
- * LOCATIONS OF PERMANENT CONTROLS: GRASSING AND SOD WILL BE PLACED ON DISTURBED AREAS AS THE PERMANENT CONTROL FOR THIS PROJECT.
- * SURFACE WATERS: THE SURFACE WATERS TO WHICH RUNOFF DRAINS ARE WETLAND AREAS LOCATED TO THE NORTHWEST OF THE INTERSECTION OF HENRY SMITH ROAD AND THE CSX RAILROAD.
- * DISCHARGE POINTS TO SURFACE WATERS: SEE ITEM 1.D FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.
- I F DECEIVING WATERS

WETLAND AREA LOCATED TO THE NORTHWEST OF THE HENRY SMITH ROAD AND CSX RAILROAD INTERSECTION.

LOCATION: LATITUDE: 30°40'21"N LONGITUDE: 81°54'28"W

VARIOUS WETLAND AREAS LOCATED SOUTH OF AND ADJACENT TO HENRY SMITH ROAD.

2.0 CONTROLS

2.A. EROSION AND SEDIMENT CONTROLS

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTORS PROPOSED EROSION CONTROL PLAN, WHERE FOLLOWING THE EROSION CONTROL PLANS OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SECTION 104 EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE PLAN TO ADAPT TO SEASONAL VARIATION, CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL EROSION CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE EROSION CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED IN PORTIONS OF THE SITE. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

PERMANENT

* GRASSING AND SOD IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AMD OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLIESS OTHERWISE APPROVOED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIER, INLET PROTECTION AND TURBIDITY BARRIER IN ACCORDANCE WITH ROADWAY PLAN SHEETS IN THESE PLANS AND FDOT SPECIFICATION SECTION 104

PERMANENT

- * GRASSING AND SOD IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 570.
- 2.B STORMWATER MANAGEMENT:

DRAINAGE SYSTEMS COMPOSED OF DITCHES. SIDE DRAIN PIPES, AND DITCH BOTTOM INLETS WILL REMAIN TO CAPTURE AND CONVEY RUNOFF TO EXISTING OUTFALL LOCATIONS.

2.C OTHER CONTROLS.

2.C.1 WASTE DISPOSAL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * LEGALLY DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS.

2.C.2 OFFSITE VEHICLE TRACKING & DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL
DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE
TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS
SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE
APPROVED BY THE FRIGHTER

- * COVERED LOADED HAUL TRUCKS WITH TARPAULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY
- * STABILIZING CONSTRUCTION ENTRANCES.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND FULL DEPTH REPLACEMENT OPERATIONS.
- 2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

	REV	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING

CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO.

38

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IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE FDOT SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION. APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE

2.D.1 APPROVED STATE AND LOCAL PLANS AND PERMITS:

- * FDEP PERMIT NO. 45-400919-001-SFG * ST. JOHNS RIVER WATER MANAGEMENT DISTRICT: PDEX 165411-2

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SEDIMENT BARRIER: MAINTAIN PER FDOT SPECIFICATION SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SEDIMENT BARRIER ON 12 MONTH INTERVALS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL WHERE SITES HAVE BEEN PERMANENTLY STABILIZED. INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH, THE CONTRACTOR SHALL ALSO ENSURE THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTROLS
- * STORMWATER MANAGEMENT SYSTEMS.
- * LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGE OF POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES.

IN THE SECTION 104 EROSION CONTROL PLAN. THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLUTTION FROM THESE NON-STORMWATER DISCHARGES.

DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING

HENRY SMITH ROAD

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO 39

- 1. THE EXISTING POSTED SPEED LIMIT ON HENRY SMITH ROAD SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. EXISTING POSTED SPEED IS 45 MPH EAST OF PINE STREET AND 35 MPH WEST OF PINE STREET.
- 2. THERE ARE NO RESTRICTIONS ON LANE CLOSURES.
- 3. CONTRACTOR SHALL REFER TO THE FDOT STANDARD PLANS FOR TTCP CONTROL CLARIFICATION. SEE INDEXES 102-600, 102-602, 102-603, 102-604 AND 102-605.
- 4. CONTRACTOR SHALL COVER ANY REGULATORY OR OTHER SIGNS WHICH ARE IN CONFLICT WITH THE PROPOSED TTCP SIGNAGE.
- 5. ALL SIGNING, PAVEMENT MARKINGS AND BARRICADES NECESSARY FOR THE TTCP SHALL CONFORM TO STANDARD TRAFFIC CONTROL REQUIREMENTS AND THE MUTCD. MAINTAIN EXISTING SIGNS THROUGHOUT CONSTRUCTION. RELOCATE AS NECESSARY FOR VISIBILITY AND FOR AVOIDANCE OF CONSTRUCTION.
- 6. TRAFFIC CONTROL STANDARDS SHALL BE ADHERED TO AT THE END OF EACH WORK DAY. SPECIAL CONSIDERATION SHOULD BE MADE FOR RESIDENTIAL ACCESSES.
- 7. ALL ROAD NAME SIGNS SHALL BE VISIBLE TO TRAFFIC AT ALL TIMES FOR EMERGENCY RESPONSE PERSONNEL.
- 8. ALL DROP OFF/SHOULDER CONDITIONS SHALL BE HANDLED IN ACCORDANCE WITH FDOT INDEX 102-600.
- ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.
- 10. ACCESS TO BUSINESSES, DRIVEWAYS AND SIDE STREETS SHALL BE MAINTAINED BY THE CONTRACTOR
- 11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT DENOTE PAVEMENT MARKINGS.
- 12. NO WORK SHALL BE ALLOWED ON BOTH SIDES OF THE ROAD AT THE SAME TIME.

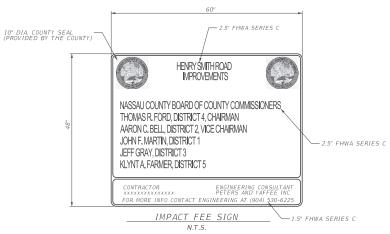
- 13. NO STAGING OF ANY CONSTRUCTION EQUIPMENT, PERSONNEL OR PERSONAL VEHICLES WILL BE ALLOWED ON PRIVATE PROPERTY AT ANY TIME.
- 14. AREAS SHIELDED BY EXISTING GUARDRAIL MUST REMAIN SHIELDED DURING NON-WORK PERIODS.
- 15. ADHERE TO AND COORDINATE WITH CSX RAILROAD TRAFFIC CONTROL REQUIREMENTS DURING CONSTRUCTION. SEE GENERAL NOTES SHEET FOR MORE INFORMATION.
- CONTRACTOR SHALL CONTACT SCOTT WILLIS WITH CSX AT 904-396-5727 FOR CONSTRUCTION COORDINATION 30 DAYS PRIOR TO CONSTRUCTION ACTIVITIES.
- 17. GUARDRAIL REMOVAL AND INSTALLATION WILL ONLY BE ALLOWED TO OCCUR ON ONE SIDE OF HENRY SMITH ROAD AT A TIME.
- 18. PORTABLE CHANGEABLE MESSAGE SIGNS ON US 1 SHALL BE UTILIZED 14 DAYS PRIOR TO CONSTRUCTION START

PCMS MESSAGE 1: ROAD

WORK BEGINS

PCMS MESSAGE 2:

DAY MONTH DATE



NOTES:

- 1. WHITE LETTERING ON BLUE INFORMATION SIGN TO BE PROVIDED BY CONTRACTOR AT PROPOSED LOCATIONS PER NASSAU COUNTY.
- 2. ALL SIGN FONT SHALL BE FHWA SERIES C.
- 3. THE COST OF UPDATING AND INSTALLING TWO (2) IMPACT FEE SIGNS SHALL BE INCLUDED IN THE COST OF THE PAY ITEM 102-1 MAINTENANCE OF TRAFFIC.

HENRY SMITH ROAD
SIDE STREET SOO,
ROAD WORK AHEAD N.T.S.

PINE STREET

TOM BROWN ROAD

DYAL LANE

OLD DIXIE HIGHWAY

PRIVATE DRIVE (500' SOUTH OF SR 15 NEW KINGS RD.)

SIREN LANE

McCLURE LANE

TIMBER TRAIL

GENERAL NOTES

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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ENGINEERING							
CONSTRUCTION PLANS FOR:							
HENDY SMITH BOAD							

TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO 40

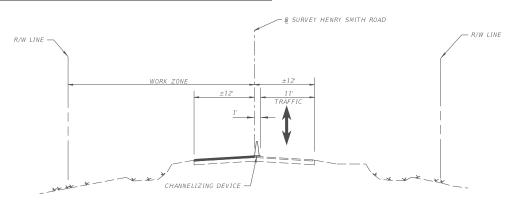
- 1. INSTALL EROSION CONTROL DEVICES AT LOCATIONS INDICATED ON THE PLAN SHEETS.
- INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON THE TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEXES 102-603, AND 102-604.
- 3. CLOSE WESTBOUND LANE AND MAINTAIN TRAFFIC AS INDICATED IN TTCP TYPICAL SECTION I.
- 4. CONSTRUCT DRAINAGE IMPROVEMENTS WITHIN WORK ZONE LIMITS INDICATED ON TTCP TYPICAL SECTION I.
- 5. CONSTRUCT DRIVEWAY IMPROVEMENTS AND OTHER IMPROVEMENTS AS INDICATED ON PLAN SHEETS.
- 6. MILL AND PLACE STRUCTURAL COURSE (RESURFACE AND OVERBUILD COURSE) ON WESTBOUND LANE.

PHASE II NOTES:

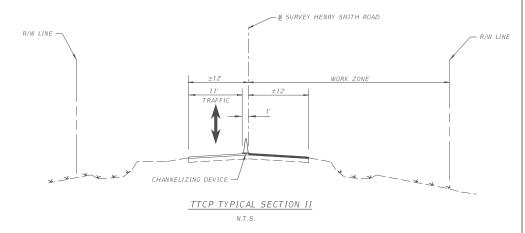
- INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON THE TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEX 102-603 AND 102-604.
- 2. CLOSE EASTBOUND LANE AND MAINTAIN TRAFFIC AS INDICATED IN TTCP TYPICAL SECTION II.
- CONSTRUCT DRAINAGE IMPROVEMENTS, DRIVEWAY IMPROVEMENTS AND OTHER IMPROVEMENTS AS INDICATED ON PLAN SHEETS.
- 4. MILL AND PLACE STRUCTURAL COURSE ON EASTBOUND LANE.

TEMPORARY TRAFFIC CONTROL PLAN - CROSS DRAIN REPLACEMENT DETOUR

- 1. INSTALL EROSION CONTROL DEVICES AT LOCATIONS INDICATED IN PLAN SHEETS.
- INSTALL ADVANCE WARNING SIGNS AND CHANNELIZING DEVICES AT LOCATIONS INDICATED ON TEMPORARY TRAFFIC CONTROL PLANS AND FDOT INDEXES 102-603 AND 102-604.
- CLOSE TRAVEL LANES AND MAINTAIN TRAFFIC AS INDICATED IN TTCP DETOUR FOR ALL CROSS DRAIN REPLACEMENT WORK FOR NO MORE THAN 21 CALENDAR DAYS.
- CONSTRUCT DRAINAGE IMPROVEMENTS AT CROSS DRAIN LOCATIONS. ONLY ONE CROSS DRAIN WILL BE REMOVED AND REPLACED AT A TIME
- CONSTRUCT GUARDRAIL REMOVAL AND INSTALLATION AT ONE CROSS DRAIN LOCATION AT A TIME ON ONLY ONE SIDE OF THE ROAD AT A TIME.
- 6. AREAS SHIELDED BY EXISTING GUARDRAIL MUST REMAIN SHIELDED DURING NON-WORK PERIODS.
- 7. CONSTRUCT THE FULL DEPTH PAVEMENT AND PLACE TEMPORARY PAVEMENT STRIPING.
- FOLLOW THE SAME SEQUENCE AS INDICATED IN PHASE I TO RESURFACE FINAL COURSE FOR WESTBOUND TRAVEL LANE. PLACE FINAL STRUCTURAL COURSE ON EASTBOUND AS INDICATED IN
- 9. APPLY FINAL PAVEMENT MARKING.



TTCP TYPICAL SECTION I N.T.S.

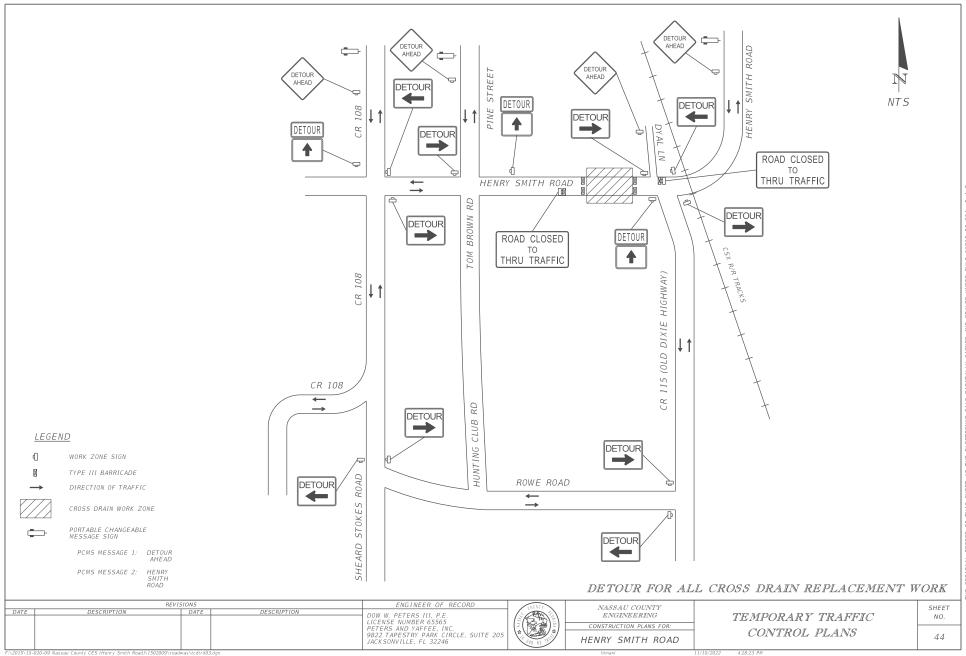


CONSTRUCTION PHASING & TYPICAL SECTIONS

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EMPORARY TRAFFIC CONTROL PLANS

SHEET NO 41



INDEX OF SUMMARY OF QUANTITIES

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SQ-1 SQ-2 SQ-2 SQ-3 SQ-4 - SQ-5 SQ-6 - SQ-7 SQ-8 SQ-8 SQ-9	INDEX OF SUMMARY OF QUANTITIES SUMMARY OF PAY ITEMS - BASE BID ROADWAY ITEMS SUMMARY OF PAY ITEMS - BASE BID SIGNING AND PAVEMENT MARKING ITEMS SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS - BASE BID SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES - BASE BID SUMMARY OF LITTER REMOVAL AND MOWING - BASE BID SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS - BASE BID SUMMARY OF EARTHWORK - BASE BID SUMMARY OF PAVEMENT - BASE BID
SQ - 10 SQ - 10	SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT SUMMARY OF SIDE DRAIN & MITERED END SECTIONS - BASE BID
5Q - 10 5Q - 11 5Q - 12 5Q - 13	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS - BASE BID SUMMARY OF PERMANENT DRIVEWAYS SUMMARY OF DITCH PAVEMENT - BASE BID SUMMARY OF GUARDRAIL - BASE BID
SQ-14 - SQ-15 SQ-16 SQ-16 SQ-16 SQ-17 SQ-17 SQ-17	

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NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SHEET NO. SUMMARY OF QUANTITIES SQ-1

	SUMMARY OF PAY ITEMS - BASE BID ROADWAY IT	EMS			
FDOT PAY ITEM NO	. PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL	
0101-1	0101-1 MOBILIZATION				
0102-1	MAINTENANCE OF TRAFFIC	LS	1		
0104-10-3	SEDIMENT BARRIER	LF	1762		
0104-11	FLOATING TURBIDITY BARRIER	LF	84		
0104-18	INLET PROTECTION SYSTEM	EA	3		
0107 - 1	LITTER REMOVAL	AC	54		
0107-2	MOWING	AC	51		
0110-1-1	CLEARING AND GRUBBING	AC	1		
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	233		
0120-1	REGULAR EXCAVATION	CY	122		
0120-6	EMBANKMENT	CY	106		
0160-4	TYPE B STABILIZATION	SY	80		
0285-701	OPTIONAL BASE, BASE GROUP 1	SY	599		
0285-706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	77		
0327 - 70 - 16	MILLING EXISTING ASPHALT PAVEMENT. 1/2" AVG. DEPTH	SY	23323		
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG 76-22	TN	2534		
0339 - 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	125		
0430-174-118	DRAINAGE PIPE, 18" RCP	LF	15		
0430-175-124	DRAINAGE PIPE, 24" RCP	LF	5		
0430-175-215	DRAINAGE PIPE, 13"X17" ECMP	LF	5		
0430-982-129	MITERED END SECTION, 24" RCP, CD	EA	1		
0430-982-623	MITERED END SECTION, 13"X17" ERCP, CD	EA	2		
430 - 982 - 638	MITERED END SECTION, 29"X42" ERCP, CD	EA	4		
0430-984-123-1	MITERED END SECT, 15" RCP, SD	EA	2		
0430-984-123-2	MITERED END SECT, 15" CMP, SD	EA	8		
0430-984-125-1	MITERED END SECT, 18" RCP, SD	EA	2		
0430-984-125-2	MITERED END SECT, 18" CMP, SD	EA	14		
0430-984-623	MITERED END SECT, 13"X17" ECMP, SD	EA	2		
0430-984-625	MITERED END SECT, 15"X21" ECMP, SD	EA	8		
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	189		
0524 - 1 - 1	CONCRETE DITCH PAVT, NON REINFORCED, 4"	SY	29		
0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	17		
0530-74	BEDDING STONE	TN	10		
0536 - 1 - 1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	1638		
0536-7-3	SPECIAL GUARDRAIL POST - ENCASED POST FOR SHALLOW MOUNT	EA	21		
0536-73	GUARDRAIL REMOVAL	LF	2351		
0536-85-20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	EA	1		
0536-85-24	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL	EA	15		
0570 - 1 - 2	PERFORMANCE TURF, SOD	SY	7794		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1		

	SUMMARY OF PAY ITEMS - BASE BID SIGNING AND PAVEMENT MARKING I	TEMS		
FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL
700 - 1 - 11	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	AS	8	
700 - 1 - 12	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS	1	
700 - 1 - 50	SINGLE POST SIGN, RELOCATE	AS	3	
700 - 1 - 60	SINGLE POST SIGN, REMOVE	AS	8	
701 - 18 - 101	PROFILED THERMOPLASTIC, STANDARD- OTHER SURFACES, WHITE, SOLID, 6"	GM	0.828	
705 - 10 - 1	OBJECT MARKER, TYPE 1	EA	3	
705-10-2	OBJECT MARKER, TYPE 2	EA	15	
705-10-3	OBJECT MARKER, TYPE 3	EA	4	
706 - 1 - 1	RAISED PAVEMENT MARKERS, TYPE B	EA	499	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	114	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	
711-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	42	
711-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF	96	
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.909	
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	3.288	
711-16-231	THERMOPLASTIC STANDARD-OTHER SURFACES YELLOW SKIP 6"	GM	0.341	

	REVIS	ENGINEER OF RECORD						
DATE	DESCRIPTION	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246					
F:\2015\15-	\2015\15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\sumard01.dan							

NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-2

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS - BASE BID										
PAY ITEM NO.			A. DURATION	LL PHASES		TO	TAL	DESIGN NOTES	CONSTRUCTION REMARKS	
			DAYS	P	Р	P	F			
0102 1	MAINTENANCE OF TRAFFIC	LS	120 1 1		1 1			CONSTRUCTION = 120 DAYS		

	REVIS	ENGINEER OF RECORD						
DATE	DESCRIPTION	DESCRIPTION DATE DESCRIPTION						
				DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246				

NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-3

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	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W DETERS III D.E.
				DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO 50-4

11/14/2022

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES - BASE BID										
LOCATION	SIDE	AREA	SED I BARF		F L O A T U R B I B A R F	DITY	INI PROTE SYS	CTION	DESIGN	CONSTRUCTION
	SIDE	ID	0104 10 3		0104	4 11	0104 18		NOTES	REMARKS
STA. TO STA.			LF		LF		EA			
			P	F	P	F	P	F		
194+20.58 to 194+32.45	LT	23471	34.6							
198+44.33 to 198+57.78	RT	23509	39.5							
143+58.94 to 143+93.94	LT	11466			35.0					
154+70.32 to 154+83.32	LT	11468			13.0					
168+88.83 to 169+24.83	LT	11464			36.0					
199+51.19 to 199+57.28	RT	23991					1			
200+02.52 to 200+12.22	RT	23992					1			
200+32.46 to 200+41.71	RT	23993					1			
	B-TOTAL:	74.1		84.0		3				

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.
				LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-5

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					SUMI	MARY OF	LITTE	R REMO	VAL AN	ID MOW	ING -	BASE B.	I D			
			≥	5		LIT	TER REM	OVAL				MOW I NG				
CONCT	LOCATION	STA. TO STA. SIDE VOCATION SIDE SIDE VOCATION SIDE SIDE								0107 2)		CONCERNOTION			
CONST . PHASE		SIDE	AY	A ZE				AREA			AREA				DESIGN NOTES	CONSTRUCTION REMARKS
THASE		1	C. C.	EC (D	AREA	CYCLES	AC/	TOTAL	(AC)	AREA	CYCLES			NOTES	NEMANKS	
	STA. TO STA.		Q	FF	ID		CYCLE	P	F	ID		CYCLE	Р	F		
ALL	126+74.26 to 176+22.81	LT	120	30	8344	4	3.330	13.320								
	100+09.49 to 174+98.87	RT	120	30	8059	4	5.155	20.620								
	175+34.63 to 176+25.04	RT	120	30	8378	4	0.049	0.196								
	176+72.87 to 200+69.06	LT	120	30	8321	4	1.499	5.996								
	100+07.58 to 126+51.10	LT	120	30	7048	4	1.748	6.992								
	195+46.82 to 200+32.78	RT	120	30	10840	4	0.275	1.100								
	176+68.03 to 194+93.63	RT	120	30	10963	4	1.437	5.748								
	175+34.63 to 176+25.04	RT	120	30	8603	4				0.049	4	0.049	0.196			
	100+07.58 to 101+22.21	LT	120	30	9051	4				0.07	4	0.070	0.280			
	101+34.15 to 102+44.05	LT	120	30	9063	4				0.067	4	0.067	0.268			-
	102+53.16 to 103+89.11	LT	120	30	9072	4				0.083	4	0.083	0.332			
	103+97.69 to 104+38.07	LT	120	30	9080	4				2.3E-2	4	0.023	0.092			
	104+53.30 to 107+91.37	LT	120	30	9087	4				0.217	4	0.217	0.868			-
	108+02.36 to 110+33.98	LT	120	30	9098	4				0.15	4	0.150	0.600			
	110+43.97 to 112+92.76	LT	120	30	9110	4				0.161	4	0.161	0.644			
	113+04.99 to 113+46.42	LT	120	30	9121	4				0.026	4	0.026	0.104			
	113+53.94 to 115+58.29	LT	120	30	9127	4				0.134	4	0.134	0.536			
	115+68.25 to 116+35.57	LT	120	30	9139	4				0.042	4	0.042	0.168			
	116+45.38 to 119+37.93	LT	120	30	9151	4				0.197	4	0.197	0.788			
	119+52.41 to 120+91.45	LT	120	30	9162	4				0.09	4	0.090	0.360			
	121+05.89 to 126+51.10	LT	120	30	9460	4				0.307	4	0.307	1.228			
	100+09.49 to 103+07.15	RT	120	30	9480	4				0.203	4	0.203	0.812			
	103+16.17 to 104+34.67	RT RT	120	30 30	9496 9508	4				0.08	4	0.080 0.204	0.320			
	104+44.95 to 107+42.91	_				4					4					
	107+52.85 to 109+04.36 109+14.59 to 110+48.57	RT	120	30	9521					0.1		0.100 0.087	0.400 0.348			
		RT	120	30	9536	4					4					
	110+60.34 to 111+77.59 111+86.44 to 112+23.79	RT RT	120	30 30	9544 9553	4				0.077 2.3E-2	4	0.077	0.308			
	111+86.44 to 112+23.79 112+33.03 to 113+51.16	RT		30	9562	4				0.079	4	0.023	0.092			
	112+33.03 to 113+51.16 113+59.72 to 117+82.60	RT	120	30	9562	4				0.079	4	0.079	1.132			
	113+59.72 to 117+82.80 117+91.47 to 120+91.41	RT	120	30	95/1	4				0.283	4	0.283	0.792			
	121+02.72 to 122+33.19	RT	120	30	9594	4				0.198	4	0.198	0.792			
	121+02.72 to 122+33.19 122+43.88 to 125+78.42	RT	120	30	9606	4				0.086	4	0.086	0.344			
	125+86.51 to 126+53.64	RT	120	30	9606	4				0.177	4	0.177	0.708			
	126+74.10 to 128+41.65	RT	120	30	9647	4				0.108	4	0.040	0.100			
	128+49.35 to 132+46.86	RT	120	30	9663	4				0.108	4	0.108	1.060			+
	132+56.82 to 134+05.47	RT	120	30	9679	4				0.263	4	0.265	0.388			
	134+13.20 to 135+24.24	RT	120	30	9679	4				0.097	4	0.097	0.386			+
	135+32.71 to 137+23.77	RT	120	30	9697	4				0.071	4	0.071	0.284			+
	137+27.40 to 139+33.67	RT	120	30	9706	4				0.12	4	0.120	0.536	+		+
	139+43.62 to 149+30.72	RT	120	30	9714	4	1			0.632	4	0.632	2.528			+
	149+42.68 to 163+35.79	RT	120	30	9724	4				0.032	4	0.032	3.752			+
	172+82.95 to 174+98.87	RT	120	30	9741	4	1			0.141	4	0.141	0.564			+
	170+86.53 to 172+65.80	RT	120	30	9749	4				0.12	4	0.120	0.480			+
	163+45.61 to 170+77.71	RT	120	30	9758	4	1			0.46	4	0.120	1.840			+
	126+74.26 to 132+09.63	LT	120	30	9904	4				0.366	4	0.366	1.464			+
			.20	1	3304	7				0.500	-	3.300				+
							SUB-TOTAL:	53.972				SUB-TOTAL:	26.820			
							TOTAL:	53.97		-		TOTAL:	50.41			

REVISIONS ENGINEER OF RECORD

DATE DESCRIPTION DATE DESCRIPTION DOW W. PETERS III, P.E.
LICENSE NUMBER 65565
PETERS AND YAFFEE, INC.
9822 TAPESTRY PARK CIRCLE, SUITE 205
JACKSONVILLE, FL 32246



NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO.

	REV	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFER, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO SQ-7

			1		1		1		_			
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUAN	TITY	TO	TAL	DESIGN NOTES	CONSTRUCTION REMARKS
NO.		STA. TO STA.		10		AREA (AC)	P	P F P F	NOTES	KLMARKS		
0110 1 1	CLEARING AND GRUBBING	122+16.61 to 125+29.54	LT	26158	LS	0.064			1		0.53 TOTAL ACRES	
		122+56.22 to 124+32.73	RT	32710		0.038					PAVT. REMOVAL AREA	
		122+58.46 to 122+62.13	RT	32703		0.001						
		126+38.50 to 126+88.45	RT	12735		0.015						
		138+30.36 to 138+61.94	LT	12484		0.006						
		141+50.70 to 145+18.26	RT	32762		0.054					PAVT. REMOVAL AREA	
		142+31.96 to 146+37.85	LT	32732		0.069					PAVT. REMOVAL AREA	
		143+54.07 to 143+91.31	LT	12430		0.016					PAVT. REMOVAL AREA	
		153+20.73 to 156+16.09	LT/RT	26233		0.120					PAVT. REMOVAL AREA & DRAINAGE STRUCTURES	
		167+14.67 to 171+38.32	LT/RT	26324		0.148					PAVT. REMOVAL AREA & DRAINAGE STRUCTURES	
0110 4 10	REMOVAL OF EXISTING CONCRETE	101+18.82 to 101+41.03	LT	37921	SY		11.5		232.5			
		107+34.79 to 107+65.59	RT	37923			13.5					
		110+41.64 to 110+67.02	RT	37925			11.9					
		115+51.11 to 115+82.00	LT	37927			13.5					
		116+31.07 to 116+50.16	LT	37929			9.1					
		120+86.86 to 121+12.87	LT	37931			13.0					
		156+30.00 to 156+66.85	LT	24371			43.6				BROKEN CONCRETE AT DRIVEWAY	
		156+37.44 to 156+59.91	LT	37933			10.7					
		158+52.36 to 158+76.61	LT	37935			11.5					
		161+68.59 to 161+92.47	LT	37937			11.8					
		164+08.99 to 164+43.54	LT	37939			16.5					
		195+35.69 to 195+75.06	LT	37941			20.0					
		196+83.66 to 197+25.62	LT	37943			21.3					
		198+36.77 to 198+85.90	LT	37945			24.6					

PAY ITEM	DAY ITEM DECORIDEION	CY		DESIGN	CONSTRUCTION
NO.	PAY ITEM DESCRIPTION	P	F	NOTES	REMARKS
120-1	REGULAR EXCAVATION				
	STRUCTURE S-2	6.2			
	STRUCTURE S-5	14.5			
	STRUCTURE S-6	11.8			
	STRUCTURE S-7	5.6			
	OBG 1 & DRIVEWAY ASPHALT	83.2			
	TOTAL REGULAR EXCAVATION	121.3			
120-6	EMBANKMENT				
	STRUCTURE S-2	4.2			
	STRUCTURE S-5	1.5			
	STRUCTURE S-6	33.5			
	STRUCTURE S-7	6.7			
	SHOULDER TREATMENT II	60.1			
	TOTAL EMBANKMENT	106.0			

	REVIS	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E.
				LICENSE NUMBER 65:565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-8

REVIS	IONS		ENGINEER OF RECORD
DATE DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
5.3015.15.00.00 No			

NASSAU COUNTY ENGINEERING

SUMMARY OF QUANTITIES HENRY SMITH ROAD

SHEET NO 50-9

					SUMMARY	OF SIDE DE	RAIN & MITE	RED E	ND S	ECT I	ONS -	BAS	E BID)			
						PIPE LE	NGTH - LF				MES	- <i>EA</i>					
	LOCATION					ROUND (04301741CC*)		ROUND (04309841CC*)			(ELLIP 043098			DESIGN NOTES	CONSTRUCTION REMARKS	
STA. TO STA.	SIDE	OFFSET B	BACK FLOWLINE		HEAD	P 1	8" F	1.5	5"	1 P	8"	13"	x 17 "	15"	x21"	NOTES	KEMAKKS
117+76.29 to 117+96.22	RT	28.11	74.32		74.20	r	,	2	,	-		r	,	-		CMP . 1:4	
132+39.11 to 132+66.43	RT	27.81	70.80								+	2				ECMP, 1:4	
133+69.57 to 133+90.61	1.7	27.14	69.95							2		-				CMP , 1:4	
133+98.69 to 134+21.80	RT	27.24	69.54											2		ECMP , 1:4	
135+16.72 to 135+39.16	RT	28.16	68.32		68.18					2						CMP , 1:4	
137+17.13 to 137+38.39	RT	28.05	66.69							2						CMP , 1:4	
138+36.06 to 138+56.24	LT	28.05	65.84	28.05	65.79	15				2						RCP, 1:4	
139+28.28 to 139+49.79	RT	28.07	64.10	28.12	63.52					2						CMP , 1:4	
156+34.95 to 156+61.80	LT	28.47	58.63	27.96	59.03									2		ECMP , 1:4	
158+51.43 to 158+81.39	RT	28.35	60.03	28.47	60.59									2		ECMP, 1:4	
158+51.91 to 158+76.29	LT	28.76	60.61	28.31	60.49									2		ECMP , 1:4	
160+00.99 to 160+25.54	LT	27.28	60.38	26.73	60.51					2						CMP , 1:4	
163+29.50 to 163+54.96	RT	27.94	59.12	27.77	58.15					2						CMP , 1:4	
164+55.42 to 164+69.96	RT	27.24	55.95	27.44	56.84					2						CMP , 1:4	
170+69.28 to 170+92.65	RT	27.80	52.60	27.32	52.50			2								CMP , 1:4	
172+55.23 to 172+90.74	RT	25.43	56.10	24.61	56.90			2								RCP, 1:4, 2 CONCRETE JACKETS	
187+22.43 to 187+65.64	RT	24.33	62.00	23.82	62.00			2								CMP , 1:4	
193+80.71 to 194+24.22	LT	28.50	60.00	28.97	59.80			2								CMP , 1:4	
					SUB-TOTAL:	15.0		10		16		2		8			
					TOTAL:	15		10		16		2		8			

^{*} FOR PAY ITEMS, CC = THE PIPE SIZE.

	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS - BASE BID											
PAY ITEM	DAY ITEM DESCRIPTION	LOCATION	CIDE	UNIT	QUANTITY		TO	ΓAL	DESIGN	CONSTRUCTION		
NO.	PAY ITEM DESCRIPTION	STA. TO STA.	SIDE	UNII					NOTES	REMARKS		
		STA. TO STA.			P	F	Р	F				
530-74	BEDDING STONE	143+59.10 to 143+64.27	LT	TN	2.03		10.0					
		143+84.02 to 143+86+18	LT	TN	1.21							
		154+65.61 to 154+72.40	LT	TN	1.48							
		154+87.02 to 154+94.38	LT	TN	1.63							
		168+83.70 to 168+89.64	LT	TN	0.38							
		169+16.30 to 169+23.93	LT	TN	2.63		1					

	REV	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC.
				9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. 50-10

LOCATION			46844		RIAL	5 (6)(1)		
	SIDE	AREA			CONCRET		DESIGN	CONSTRUCTION
A. @ Q OF DRIVEWAY		ID	0334 P	1 52 F	0522 P		NOTES	REMARKS
102+51.02	LT	39847	0.72	r	P	F		
103+12.96	RT	39849	0.72		_			
103+12.90	LT	39853	0.69					
104+44.31	LT	39855	0.03					
104+41.64	RT	39857	0.64					
108+00.06	LT	39859	0.84					
109+10.18	RT	39861	0.76					
110+45.91	LT	39870	0.74					
111+78.14	RT	39845	0.76					
112+27.39	RT	39828	0.53					
112+99.48	LT	39820	0.74					
113+49.95	LT	39818	0.28					
113+54.95	RT	39816	0.39					
117+89.22	RT	39814	0.7					
119+48.81	LT	39803	1.05					
120+97.85	RT	39801	0.69					
122+44.24	RT	39794	0.65					
125+82.79	RT	39733	0.83					
128+45.11	RT	39735	0.56					
132+15.07	LT	39786	0.7					
132+55.28	RT	39756	0.71					
133+85.20	LT	39758	0.72					
134+08.67	RT	39760	0.58					
135+27.21	RT	39762	0.87					
137+35.42	RT	39872	0.69					
139+41.56	RT	39764	0.74					
148+34.41	LT	39766	0.72					
149+34.92	RT	39768	0.94					
158+69.66	RT	39770	0.87					
160+12.90	LT	39772	0.76					
163+44.42	RT	39774	1.04					
166+91.56	LT	39901	1.43					
170+75.88	RT	39776	1.4					
172+68.67	RT	39778	0.85					
177+93.96	RT	39780	1.01					
187+51.80	RT	39782	1.13					
194+03.85	LT	39784	0.94					
198+65.77	RT	39882	1.17					
199+91.20	RT	39718	3.75					
101+29.93	LT	31688			11.5			
107+48.25 110+54.49	RT RT	31690 31712			13.5			
110+54.49	LT	31/12			11.9			
116+40.38	LT	31710			9.1			
120+99.13	LT	31708			13.0			
156+47.66	LT	31706			10.7			
158+64.14	LT	31704			11.5			
161+79.17	LT	31702			11.3			
164+26.35	LT	31698			16.5			
195+57.70	LT	31696			20.0			
197+03.74	LT	31694			21.3			
198+62.63	LT	31692			24.6			
.50702.05		31032			27.0			
	SIII	3-TOTAL:	34.1		188.9			
	2.01	TOTAL:	34		189			

DATE DESCRIPTION DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-11

F:\2015\15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\sumqrd01.dgn

	REVI:	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO 50-12

F:\2015\15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\sumqrd01.dgn

11/14/2022

REVIS	IONS		ENGINEER OF RECORD
DATE DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
Ex 2015 15 020 00 November 050 When Could be produced to			07101100111722772

NASSAU COUNTY ENGINEERING HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO SQ-13

11/14/2022

	REVI	SIONS		ENGINEER OF RECORD
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565
				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO

50-14

S	UMMAR'	Y OF I	PERFORMANCE T	TURF - BASE BID	
LOCATION	SIDE	AREA ID	PERFORMANCE TURF (SOD) 0570 1 2	DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.			SY P F	-	
145+15.78 to 146+38.25	LT	25902	112.8	PAVT . REMOVAL AREA	
148+40.45 to 154+65.62	LT	18625	183.6		
149+42.68 to 163+35.79	RT	17775	404.1		
153+20.74 to 153+63.36	RT	25951	9.8	PAVT. REMOVAL AREA	
153+56.49 to 154+46.56	LT	25959	52.0	PAVT. REMOVAL AREA	
154+60.61 to 154+68.88	LT	15945	7.0		
154+63.29 to 154+94.00	RT	16004	19.0		
154+90.57 to 154+99.43	LT	15988	7.0		
154+94.38 to 156+47.08	LT	47871	48.8		
155+18.66 to 156+09.81	RT	25974	66.3	PAVT. REMOVAL AREA	
155+78.52 to 156+16.09	LT	25968	10.8	PAVT . REMOVAL AREA	
156+55.49 to 158+58.93	LT	18605	69.3		
158+68.81 to 160+07.43	LT	18645	63.4		
160+19.05 to 161+73.83	LT	18663	55.3		
161+84.56 to 164+19.71	LT	18679	79.2	1	1
163+45.61 to 170+77.71	RT	17754	219.1	1	1
164+33.39 to 166+77.55	LT	18692	77.4	1	1
166+98.87 to 176+22.54	LT	18215	265.2		1
167+14.67 to 167+64.00	RT	25982	48.5	PAVT. REMOVAL AREA	
167+63.23 to 168+63.15	LT	25992	61.4	PAVT. REMOVAL AREA	
168+78.71 to 168+90.30	LT	16131	16.1	PAVI: REMOVAE AREA	
168+88.73 to 169+18.40	RT	16104	18.2		
169+17.29 to 169+28.96	LT	16141	15.8		
	RT	26000	65.6	PAVT. REMOVAL AREA	
169+80.01 to 170+47.44 170+41.00 to 171+38.32	LT	26013	83.3	PAVT. REMOVAL AREA	
	RT	17738		PAVI. REMOVAL AREA	
170+86.53 to 172+65.80			60.5		
172+82.95 to 174+98.87	RT	17727	70.5		
175+34.63 to 176+22.57	RT	17717	27.5		
176+70.49 to 177+81.79 176+72.45 to 193+95.12	RT LT	23015	37.6 478.8		
	RT				
177+90.91 to 187+37.81	RT	23028	278.1		
187+50.63 to 194+92.12			215.5 47.2	-	
194+11.26 to 195+45.67	LT	22920			
195+48.89 to 198+62.17	RT	22847	92.4	-	
195+69.33 to 196+94.11	LT	22896	49.2 49.7		
197+17.81 to 198+46.14	LT	22867			
198+74.17 to 199+60.66	RT	22829	36.5		
198+74.96 to 200+69.06	LT	22813	63.6		
200+17.99 to 200+33.61	RT	18985	4.9	luce	
117+76.29 to 117+96.22	RT		16.0	MES	
132+39.11 to 132+66.43	RT		16.0	MES	-
133+69.57 to 133+90.61	LT		18.0	MES	
133+98.69 to 134+21.80	RT		16.0	MES	
135+16.72 to 135+39.16	RT		18.0	MES	+
137+17.13 to 137+38.39	RT		18.0	MES	-
138+36.06 to 138+56.24	LT		18.0	MES	-
139+28.28 to 139+49.79	RT		18.0	MES	
156+34.95 to 156+61.80	LT		16.0	MES	
158+51.43 to 158+81.39	RT		16.0	MES	
158+51.91 to 158+76.29	LT		16.0	MES	
160+00.99 to 160+25.54	LT		18.0	MES	
163+29.50 to 163+54.96	RT		18.0	MES	
164+55.42 to 164+69.96	RT		18.0	MES	
170+69.28 to 170+92.65	RT		16.0	MES	
172+55.23 to 172+90.74	RT		16.0	MES	
187+22.43 to 187+65.64	RT		16.0	MES	
193+80.71 to 194+24.22	LT		16.0	MES	
FROM DRAINAGE STRUCTURES	LT/RT		445.0		
		B-TOTAL:	4320.0		

ENGINEER OF RECORD DATE DESCRIPTION DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR:

HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-15

F:\2015\15-020-09 Nassau County CES (Henry Smith Road)\1502009\roadway\sumqrd01.dgn

5:48:53 PM

SUMMARY OF F	SUMMARY OF PAY ITEMS - BID OPTION A (S-3 CROSS DRAIN REPLACEMENT) ROADWAY ITEMS											
FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PLAN	FINAL								
120-4	SUBSOIL EXCAVATION	CY	78.8									
120-6	EMBANKMENT	CY	69.7									
160-4	TYPE B STABILIZATION	SY	42									
0285-706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	48									
0430 - 175 - 260	DRAINAGE PIPE, 48"X76" ERCP	LF	35									
0430 - 560 - 102	STRAIGHT CONCRETE ENDWALL, 48"X76", SINGLE	EA	2									

SUMMARY OF EARTHWORK - BID OPTION A											
PAY ITEM NO.	PAY ITEM DESCRIPTION	P	Y F	DESIGN NOTES	CONSTRUCTION REMARKS						
120-4	SUBSOIL EXCAVATION										
	CROSS DRAIN S-3	78.8									
	TOTAL SUBSOIL EXCAVATION	78.8									
120-6	EMBANKMENT										
	CROSS DRAIN S-3	69.7									
	TOTAL EMBANKMENT	69.7									

	SUMMARY OF PAVEMENT - BID OPTION A											
PAY ITEM	PAY ITEM DESCRIPTION	LOCATION	V	SIDE	AREA	UNIT	QUAN ⁻	TITY	тот	ΓAL	DESIGN	CONSTRUCTION
NO.	PAT ITEM DESCRIPTION	STA. TO STA.	DESCRIPTION	SIVE	ID	UNII	P	F	P	F	NOTES	REMARKS
0160 4	TYPE B STABILIZATION	154+60.05 to 154+98.52		LT/RT	44158	SY	42.0		42.0		FULL DEPTH PAVT. AT S-3	
0285-706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	154+70.75 to 154+87.87		LT/RT	14180	SY	47.7		48.0		FULL DEPTH PAVT. AT S-3	

BID OPTION A

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

NO. 50-16

SHEET

SUMMARY OF PAY ITEMS - BID OPTION B (S-4 CROSS DRAIN REPLACEMENT) ROADWAY ITEMS										
FDOT PAY ITEM NO. PAY ITEM DESCRIPTION UNIT PLAN FINAL										
120-4	SUBSOIL EXCAVATION	CY	89.5							
120-6	EMBANKMENT	CY	83.0							
160-4	TYPE B STABILIZATION	SY	75							
0285-706	OPTIONAL BASE, BASE GROUP 6, TYPE B-12.5	SY	81							
0430 - 175 - 254	DRAINAGE PIPE, 43"X68" ERCP	LF	66							
0430-554-202	STRAIGHT CONCRETE ENDWALL, 43"X68", DOUBLE	EA	2							

	SUMMARY OF EARTHWORK - BID OPTION B												
PAY ITEM NO.	PAY ITEM DESCRIPTION	P	Y	DESIGN NOTES	CONSTRUCTION REMARKS								
120-4	SUBSOIL EXCAVATION		,										
	CROSS DRAIN S-4	89.5											
	TOTAL SUBSOIL EXCAVATION	89.5											
120-6	EMBANKMENT												
	CROSS DRAIN S-4	83.0											
	TOTAL EMBANKMENT	83.0											

	SUMMARY OF PAVEMENT - BID OPTION B												
PAY ITEM	PAY ITEM DESCRIPTION	LOCATION	V	SIDE	AREA	UNIT	QUAN	TITY	TOT	-AL	DESIGN	CONSTRUCTION	
NO.	PAI TIEM DESCRIPTION	STA. TO STA.	DESCRIPTION	SIDE	ID	UNII					NOTES	REMARKS	
		STA. TO STA.	DESCRIPTION				Р	F	Р	F			
0160 4	TYPE B STABILIZATION	168+68.55 to 169+38.55		LT/RT	44228	SY	74.8		75.0		FULL DEDTH PAVT. AT S-4		
0285-706	OPTIONAL BASE, BASE GROUP 06, TYPE B-12.5	168+90.08 to 169+17.08		LT/RT	44190	SY	80.6		81.0		FULL DEDTH PAVT. AT S-4		

BID OPTION B

	REVIS	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	DOW W DETERCINE DE
				DOW W. PETERS III, P.E. LICENSE NUMBER 65565 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246
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NASSAU COUNTY ENGINEERING CONSTRUCTION PLANS FOR: HENRY SMITH ROAD

SUMMARY OF QUANTITIES

SHEET NO. SQ-17



INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO. SHEET DESCRIPTION S-1 KEY SHEET

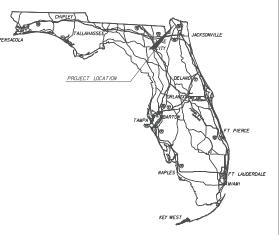
S-1 KET SHEE!
S-2 - S-4 TABULATION OF QUANTITIES
S-5 GENERAL NOTES
S-6 - S-24 SIGNING AND PAVEMENT MARKINGS

NASSAU COUNTY ENGINEERING

CONTRACT PLANS

HENRY SMITH ROAD IMPROVEMENTS PROJECT FINANCIAL PROJECT ID 438178-1-54-01

SIGNING AND PAVEMENT MARKING PLANS



SIGNING AND PAVEMENT MARKING SHOP DRAWINGS TO BE SUBMITTED TO:

WHITNEY N. ANDERSON, P.E. PETERS & YAFFEE, INC 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246

PLANS PREPARED BY:

PETERS & YAFFEE, INC.
9822 TAPESTRY PARK CIRCLE, SUITE 205
JACKSONVILLE, FL 32246
TEL. NO. (904) 265-0751
CONTRACT NO. CM2287
VENDOR NO. F263166179-001

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Whitney N Anderson 2022.12.08 11:14:34 -05'00'

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.

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

SIGNING AND PAVEMENT MARKING PLANS ENGINEER OF RECORD: WHITNEY N. ANDERSON

P.E. NO.: 86622

BOARD OF COUNTY COMMISSIONERS

JOHN F. MARTIN - DISTRICT 1
A.M. "HUPP" HUPPMAN - DISTRICT 2
JEFF GRAY - DISTRICT 3
THOMAS R. FORD - DISTRICT 5
ALYSON MCCULLOUGH - DISTRICT 5

NASSAU COUNTY PROJECT MANAGER: ROBERT T. COMPANION, P.E.

gadhiya

8/2022

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	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	A5								1					1			
	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS		1	_							1			1			
0-1-50	SINGLE POST SIGN, RELOCATE SINGLE POST SIGN, REMOVE	AS AS		7	_	_				_	_	1			1			_
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1 - 18 - 101	PROFILED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	GM																
5 - 10 - 1 5 - 10 - 2	OBJECT MARKER, TYPE 1 OBJECT MARKER, TYPE 2	EA EA		_														
5-10-2	OBJECT MARKER, TYPE 3	EA		_	_													+
6-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA			28		29		29	28		31	28		190			$\perp =$
	YELLOW/YELLOW MONODIRECTIONAL YELLOW	EA EA			14		14		14	26		30	28		141			-
	BLUE	EA EA			14	+	14		14	+ -	_	1		_	45			+
	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	17	7								28			45			\perp
	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA				_												+
1-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOP	PE LF		_	_	+				_	_					 		-
1-16-101	THERMOPLASTIC, FREFORMED, 12 WHITE ON ASPHALI FAVENERI, KATEROAD DINAMIC ENVELOR	GM GM		108	0.21	2	0.212		0.212	0.2	2	0.204	0.212		1.372			
1-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.1	101	0.10)6	0.106		0.106	0.1	96	0.184	0.212		1.011			
1 - 16 - 231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.0	007	0.10	06	0.106		0.106	0.0	16				0.341			\perp
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		PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCL			(R) []		CC	ONSTRUCT	ION PLANS	OR:	1 1 2	AB ULA TI	OIV	UFL	UALIV	11111	- 1	5-2

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PAY ITEM	DESCRIPTION	UNIT		6 12		1.4		IEET N			6 10		1.0	TOT TH SHE	IS	GR/ TO	AND TAL
NO .				S-13 N FINAL	S- PLAN		FINAL	S - I		S-17 PLAN FI	NAL PLAN FINAL		-19 FINAL			PLAN	FINAL
00-1-11	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	AS	_								1	1		2			
	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS	+									1	_	1			
10-1-50	SINGLE POST SIGN, RELOCATE SINGLE POST SIGN, REMOVE	AS AS	+		1	1		1	_		1	1	_	4			
70-1-00	STAGE FOST STORY, REMOVE		+		1	,		- 1			,			-7			
01-18-101	PROFILED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	GM	0.08	89	0.203	0.133		0.137		0.049	0.136	0.081		0.828			
05 - 10 - 1	OBJECT MARKER, TYPE 1	EA									3			3			
	OBJECT MARKER, TYPE 2	EA	3		5			3			3	1		15			
5-10-3	OBJECT MARKER, TYPE 3	EA			2			1			1			4			
							-										
06 - 1 - 3	RAISED PAVEMENT MARKERS, TYPE B	EA	28		28	28		28		28	28	24		192			
	YELLOW/YELLOW MONODIRECTIONAL YELLOW	EA EA	28		28	28	+	28		28	28	24	_	192			
	BLUE	EA	+	_				_					_				
	BEOL	- LA	+				+					_	_				
11-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	1					-				19	1	19			
11-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1									1		1			
11-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF															
11-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVELOPE	LF															
	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		0.12		0.009	0.079		0.075		0.163	0.076	0.117		0.642			
11-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.21	12	0.212	0.212		0.212		0.212	0.191	0.167		1.418			
1-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM															
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DATE		HITNEY N. ANDERSON, P.E.			/ CHAM	(E)	ENGI	NEERIN	IG								NO.
		CENCE NUMBER 06622				3)≦) 	ONSTRUCT				TAB ULA TI	ION	OF	ITAN	TTTT	7.S L	
	PE	ETERS AND YAFFEE, INC. 122 TAPESTRY PARK CIRCLE	E GIIIT	TE 205		1/±/					A A DAV C ASA N N N	. O1 4	VII 6	CULLEY.	<i>a 44 A 44 A</i>		c 3
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		TABOLATION	. 01	F QUA	ANT IT	IES													
PAY ITEM	DESCRIPTION	UNIT							NUMBE							TOT THI	IS		AND T A L
NO.		01417		S-20 N FINAL	S		5-22 PLAN F1		S-23 N FINAL	S- PLAN		PLAN F	INAL F	PLAN F	INAL	SHE			
	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	AS	2		1			2								5		8	
	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, 12-20 SF	AS	-												_			1	
	SINGLE POST SIGN, RELOCATE	AS	1						_						_	1		3	
0 - 1 - 60	SINGLE POST SIGN, REMOVE	AS	_		1			2							\rightarrow	3		8	
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1-18-101	PROFILED THERMOPLASTIC, STANDARD- ASPHALT SURFACES, WHITE, SOLID, 6"	GM																0.828	
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	OBJECT MARKER, TYPE 1	EA	_												_			3	
5 - 10 - 2	OBJECT MARKER, TYPE 2	EA																15	
5 - 10 - 3	OBJECT MARKER, TYPE 3	EA																4	
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6-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA			28		28	23		10						117		499	
	YELLOW/YELLOW	EA	28		28		28	22		10					\perp	116		449	
	MONODIRECTIONAL YELLOW	EA																45	
	BLUE	EA						1								1		5	
			_																
	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF						12								50		114	
1-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1													1		2	
1-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	42										\Box			42		42	
1-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT, RAILROAD DYNAMIC ENVE	LOPE LF	96													96		96	
1-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.19	9	0.212	- (0.212	0.1	36	0.086						0.895		2.909	
1-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		0.19		0.212		0.212	0.1.		0.080						0.859		3.288	
1-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM																0.341	
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TE	DESCRIPTION DATE DESCRIPTION	WHITNEY N. ANDERSON, P.E.		/	A PAN	(2)	112	ENGINEE	RING										NO.
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		PETERS AND YAFFEE, INC.		(;		1. L	CONS	TRUCTION	PLANS FOR:		IA	AB ULA	41 11 11 C	NV U	r Q	UALIVI		0	
		9822 TAPESTRY PARK CIRCLE	, SUIT.	E 205 \		V.*/ _	115.15			_]									5-4
1		JACKSONVILLE, FL 32246			(00 VE	9	HENR	RY SMIT	H ROA	D									5-4
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- ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ANY CONFLICTING MARKINGS AT LIMITS OF CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP RPM'S CLEAN FROM EXISTING AND FINAL PAVEMENT MARKINGS. ANY REPLACEMENT RPM'S AFTER THE FINAL PLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
- ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED IN THE PLANS.
- 4. THE CONTRACTOR SHALL VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
- SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC., MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.
- 6. CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES.
- OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF THE SIGN.
- 8. THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.
- THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.
- 10. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- 11. FOR SIGN DETAILS, USE THE MANUAL ON "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2004, AND NASSAU COUNTY'S SIGN DETAILS.
- 12. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR. AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- 13. ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
- 14. ALL PAVEMENT MARKINGS ARE STANDARD THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- 15. ALL PAVEMENT MARKINGS ON SIDE STREETS THAT ARE IMPACTED BY CONSTRUCTION ARE TO BE REPLACED IN KIND.
- 16. ALL SIDE STREETS SHALL HAVE A STOP BAR WITH DOUBLE YELLOW CENTERLINES EXTENDING BACK A MINIMUM OF 200' FROM THE INTERSECTION.
- 17. A BLUE REFLECTIVE PAVEMENT MARKER IS TO BE PLACED IN THE CENTER OF THE TRAVEL LANE CLOSEST TO EACH FIRE HYDRANT LOCATION.
- 18. OBJECT MARKERS (TYPE 2) ARE TO BE PLACED AT ALL CROSS DRAINS WITHIN THE PROJECT LIMITS.
- 19. EXISTING STREET NAME SIGNS AND STOP SIGN ASSEMBLIES ON SIDE STREETS ARE TO REMAIN IN THEIR CURRENT LOCATIONS, UNLESS OTHERWISE SHOWN IN PLANS.
- 20. ROAD WIDTH VARIES THROUGHOUT PROJECT CORRIDOR. PLACE CENTERLINE IN CENTER OF ROAD ALONG PAVEMENT CROWN.

	REV I:	ENGINEER OF RECORD		
DATE	DESCRIPTION	DATE	DESCRIPTION	WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622
				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246



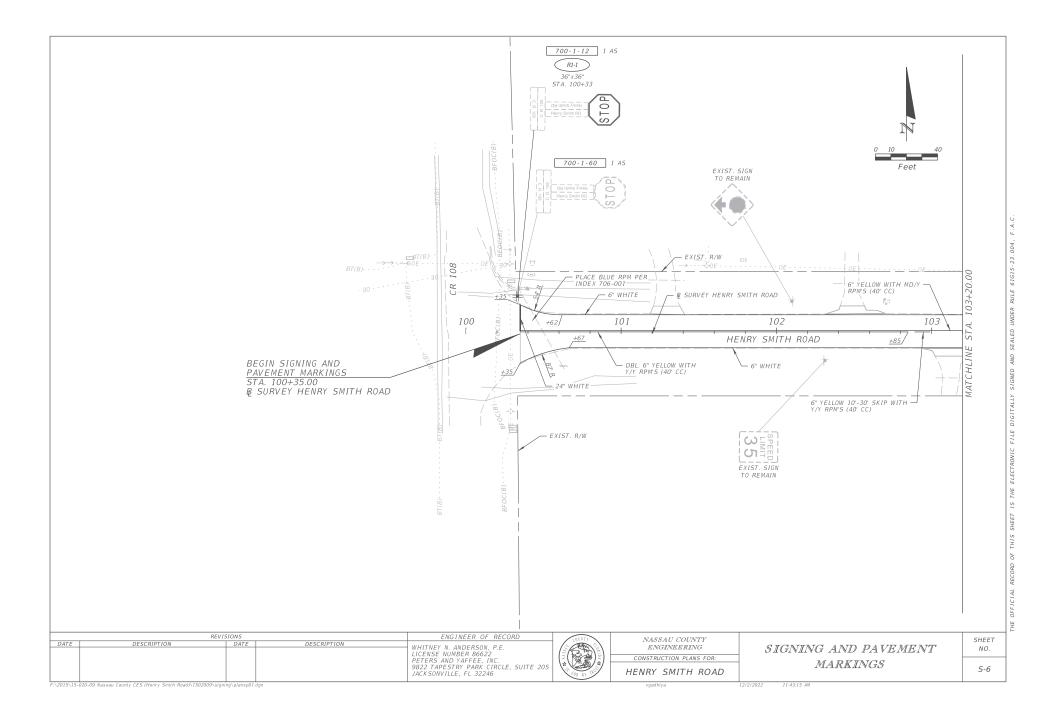
NASSAU COUNTY
ENGINEERING
CONSTRUCTION PLANS FOR:
HENRY SMITH ROAD

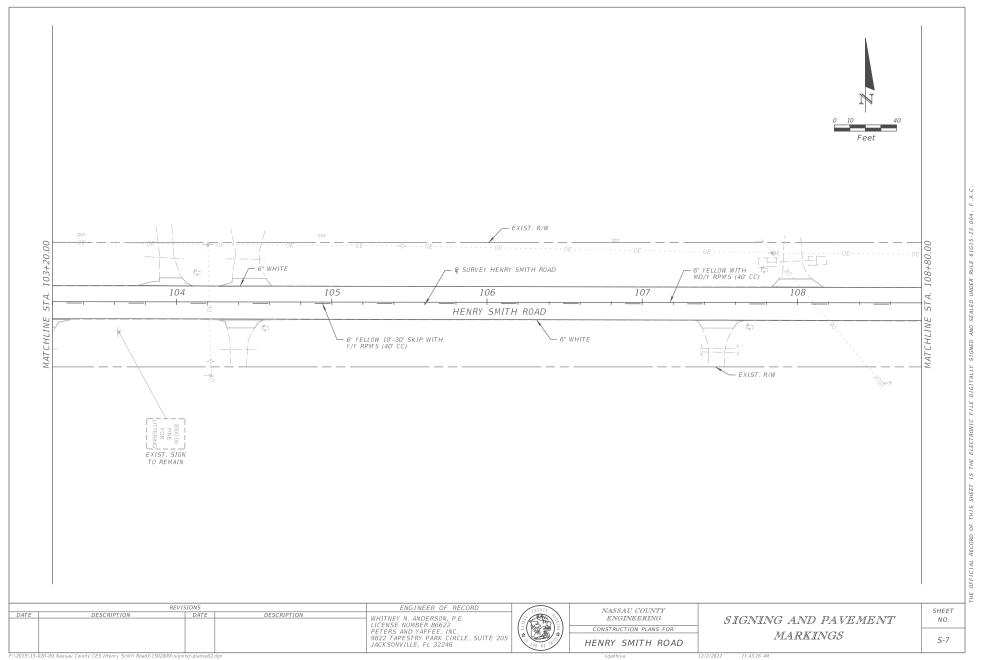
GENERAL NOTES

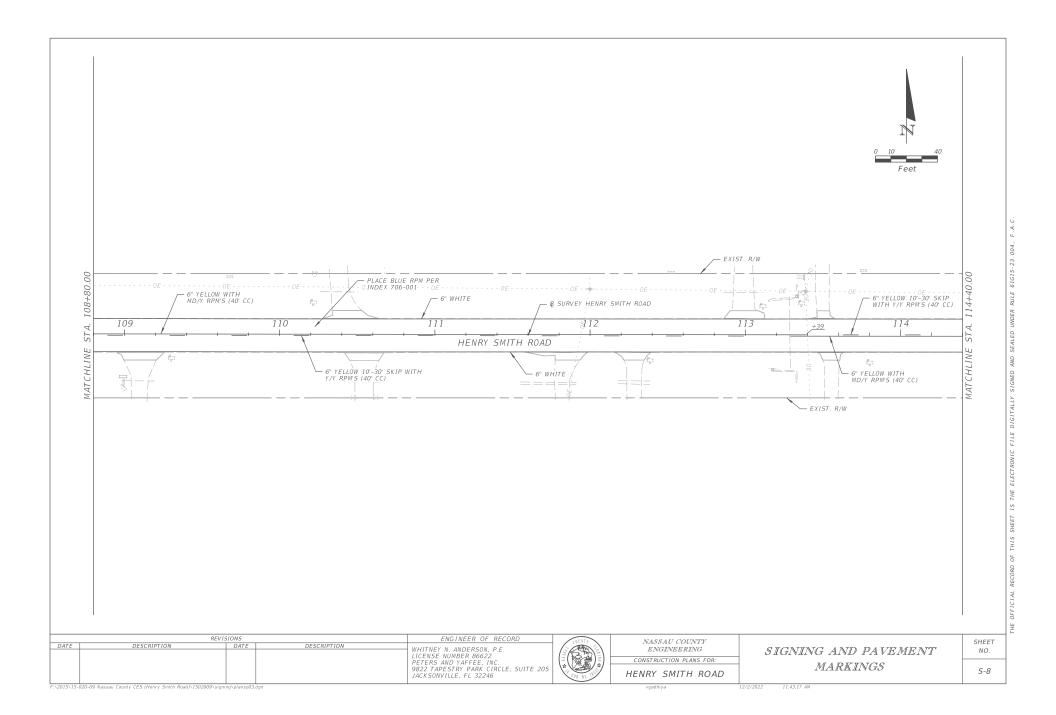
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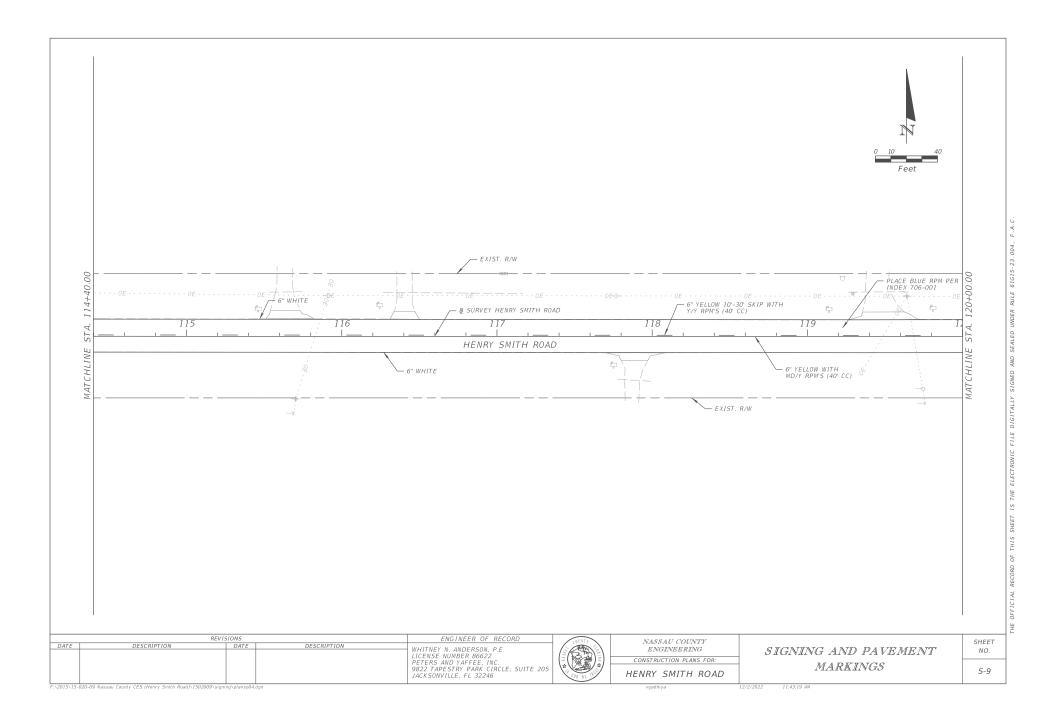
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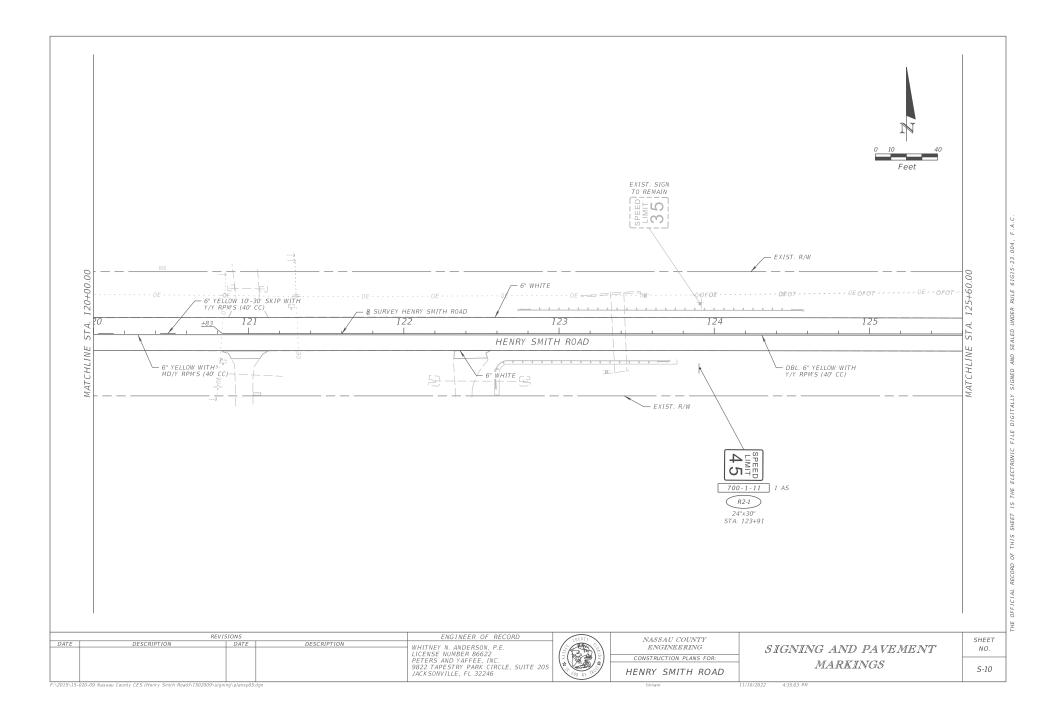
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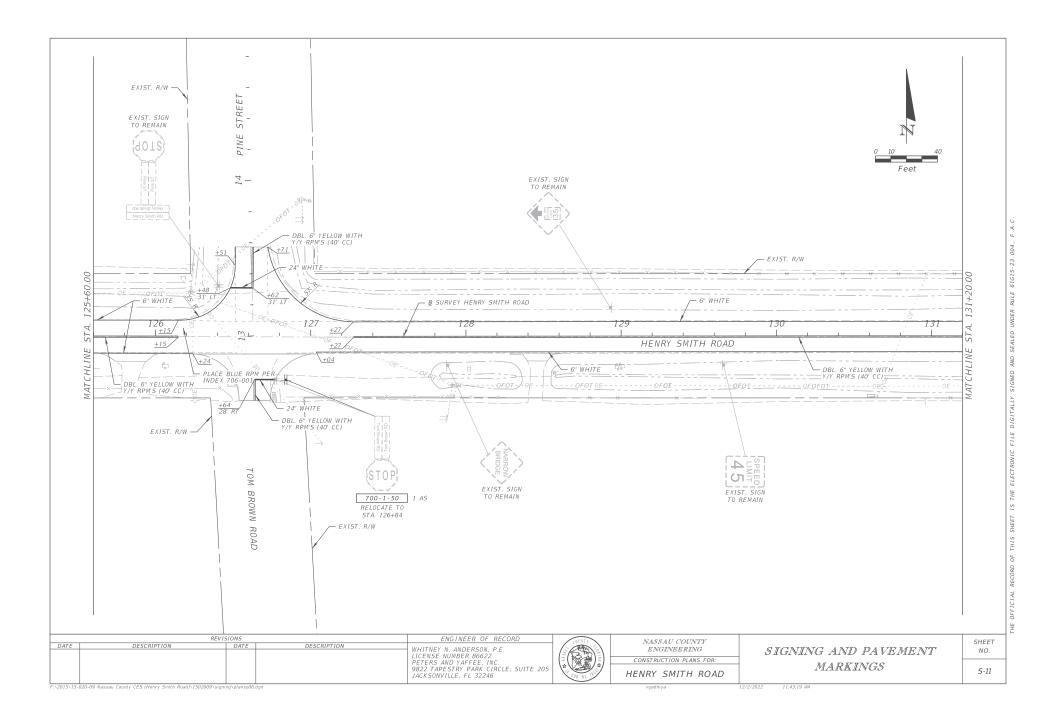


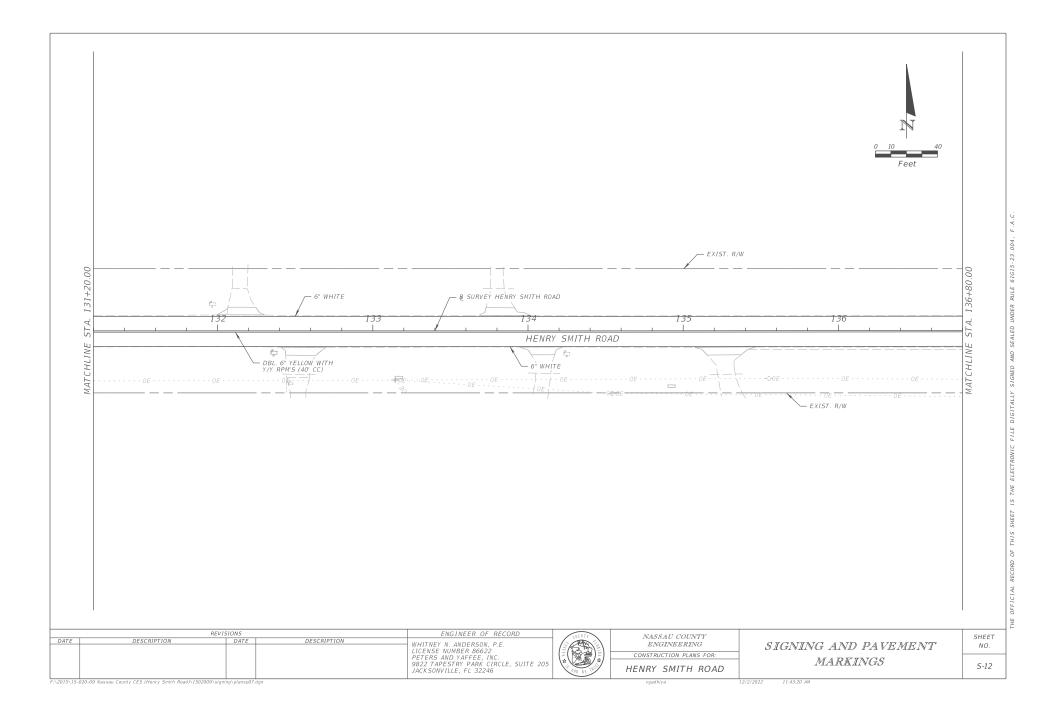


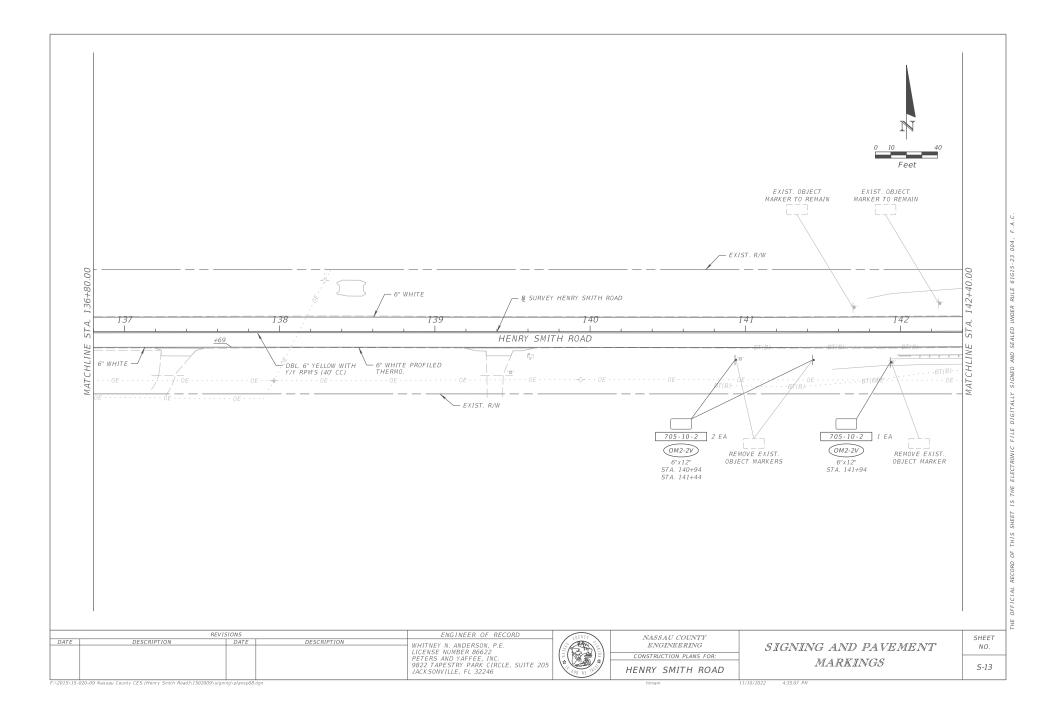


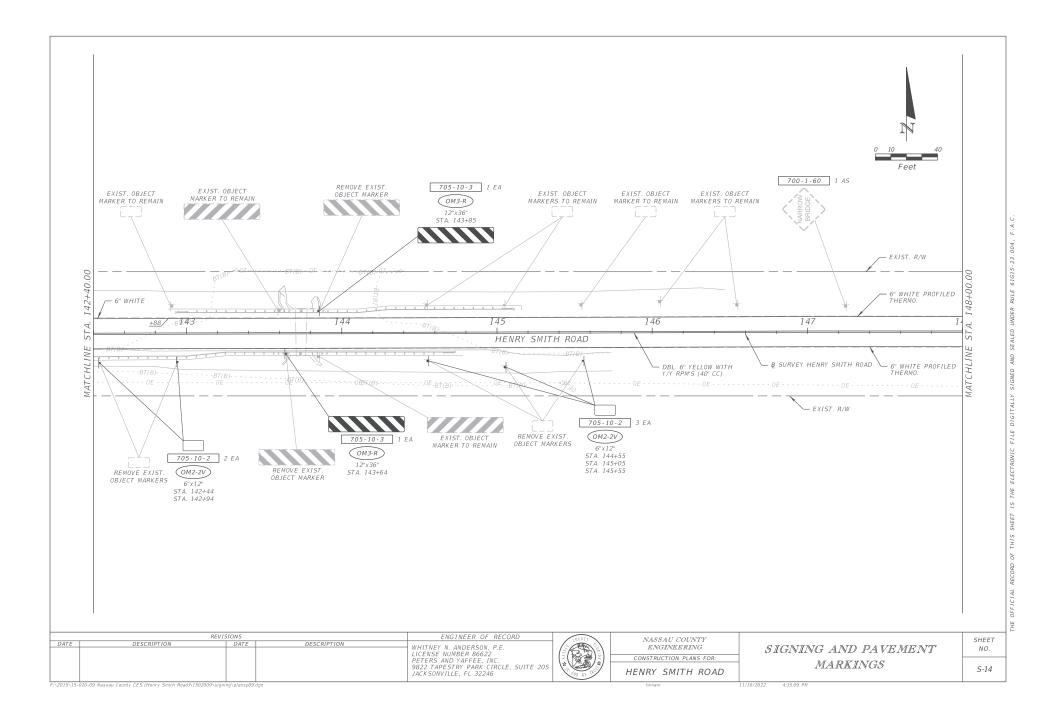


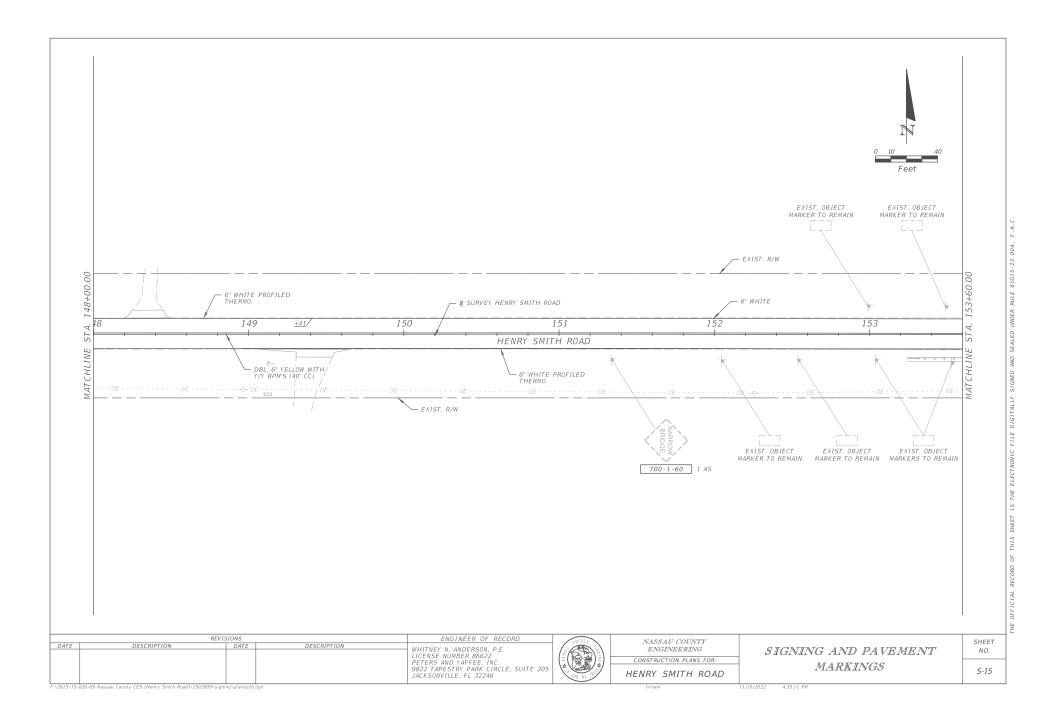


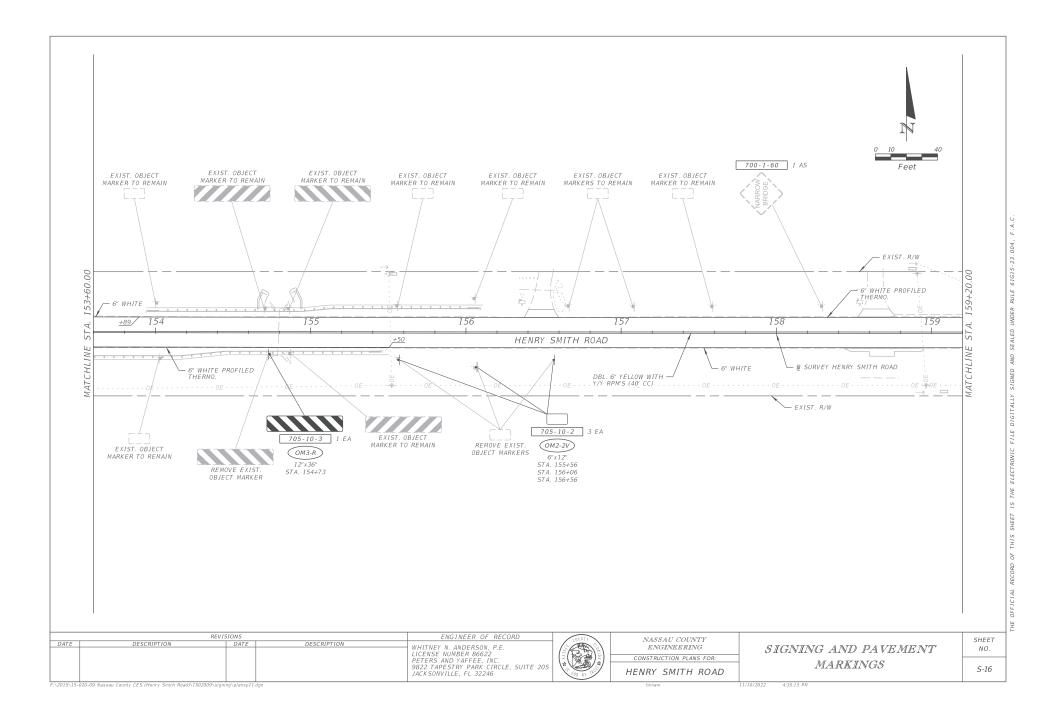


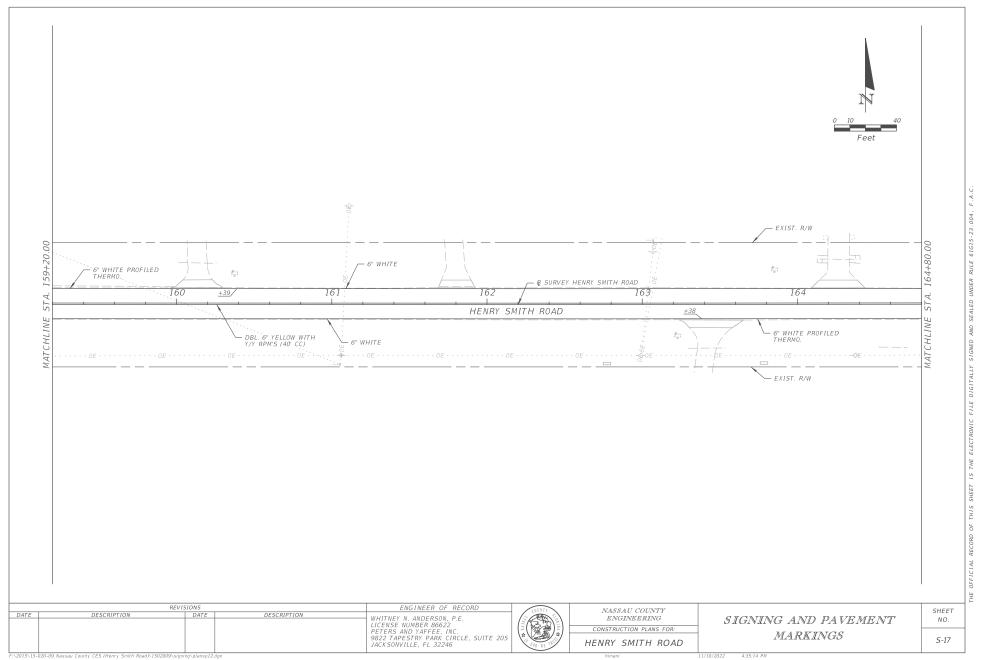


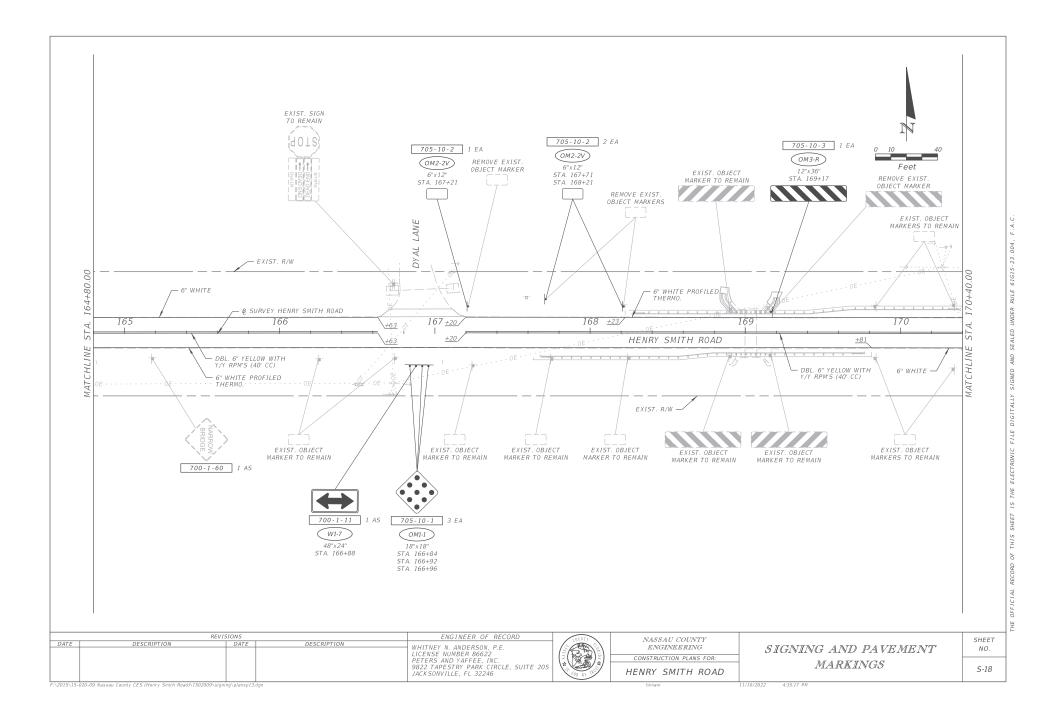


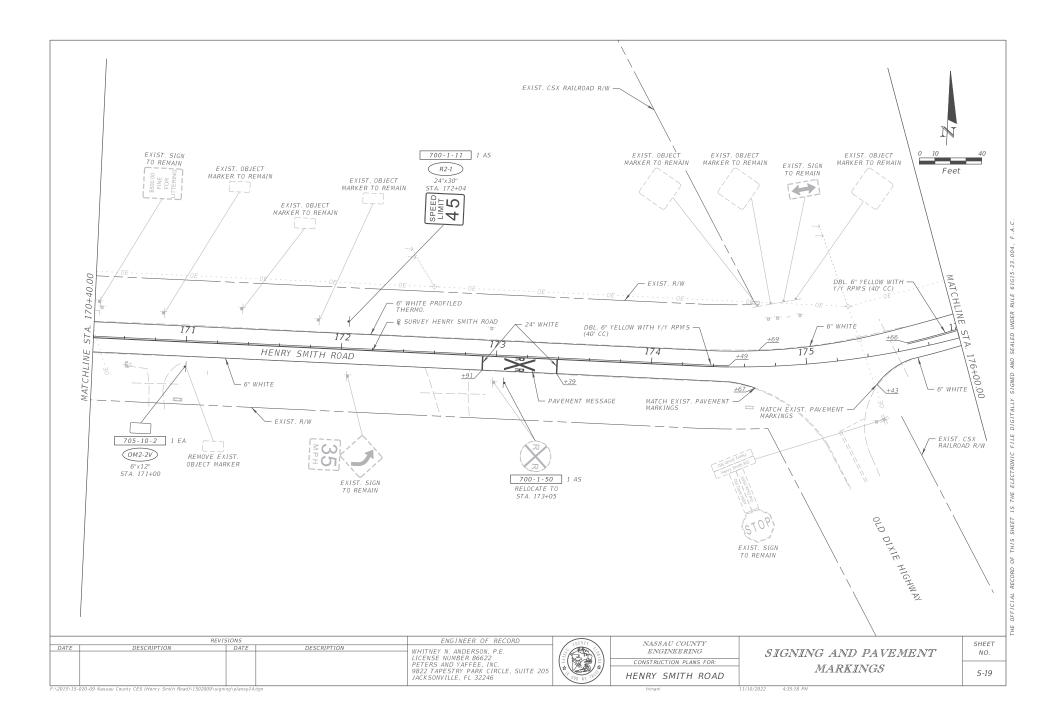


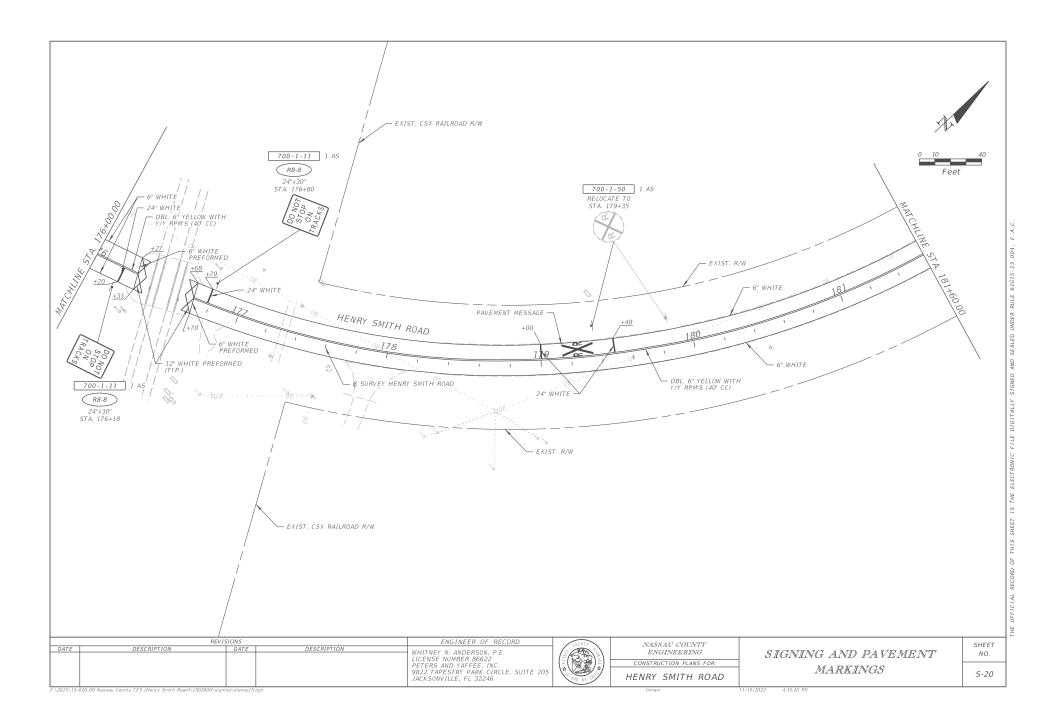


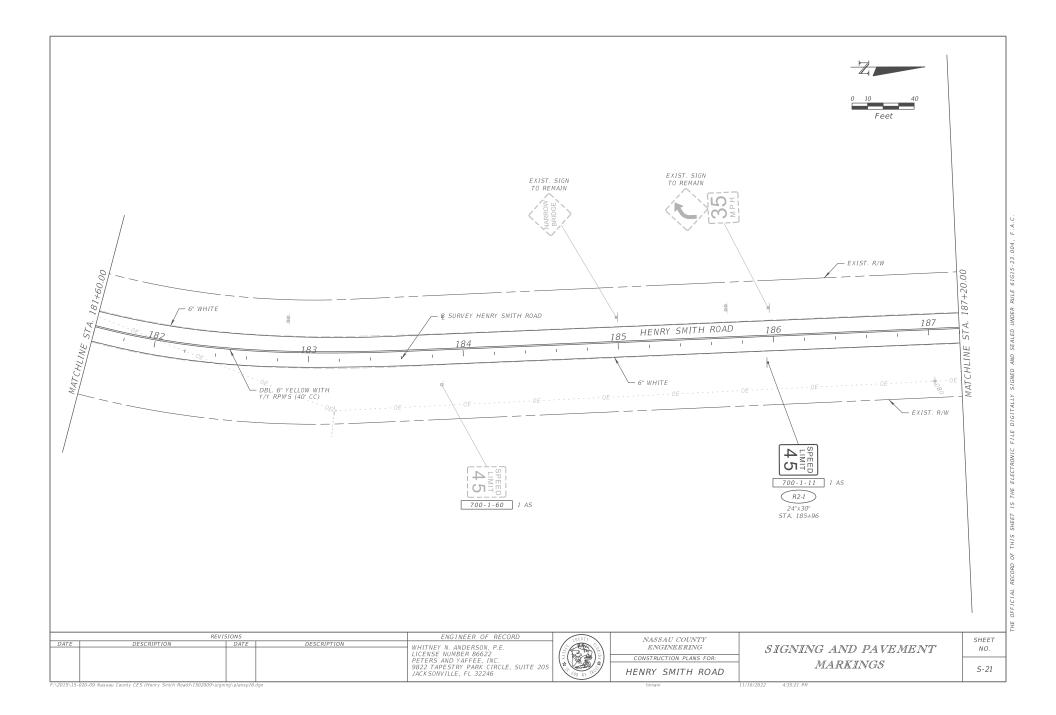


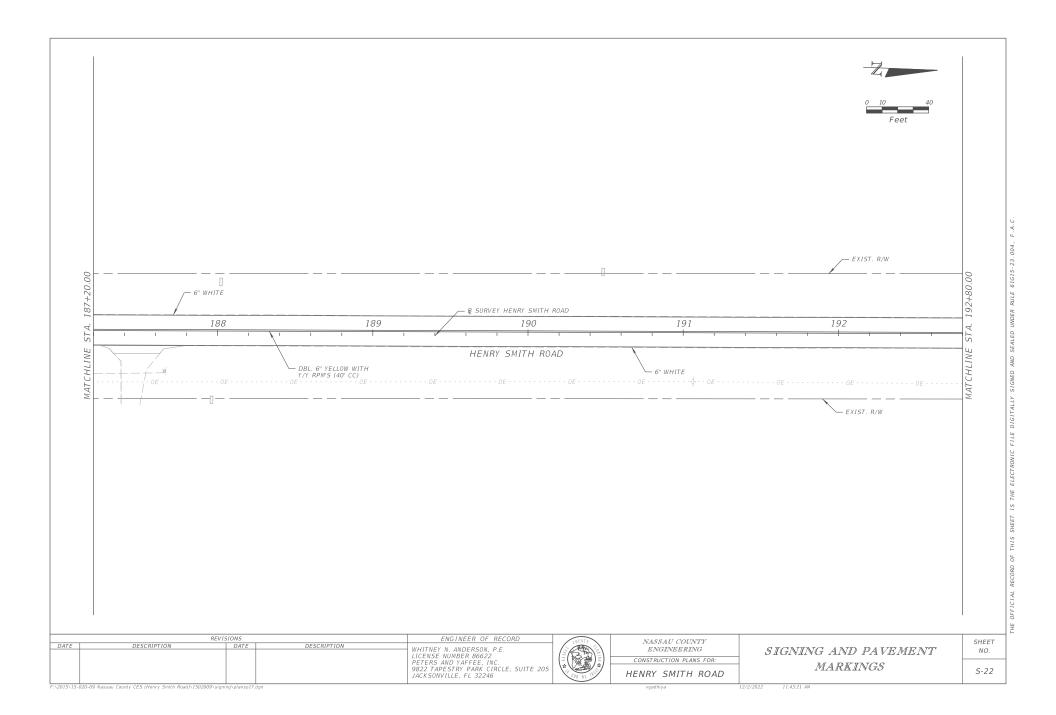


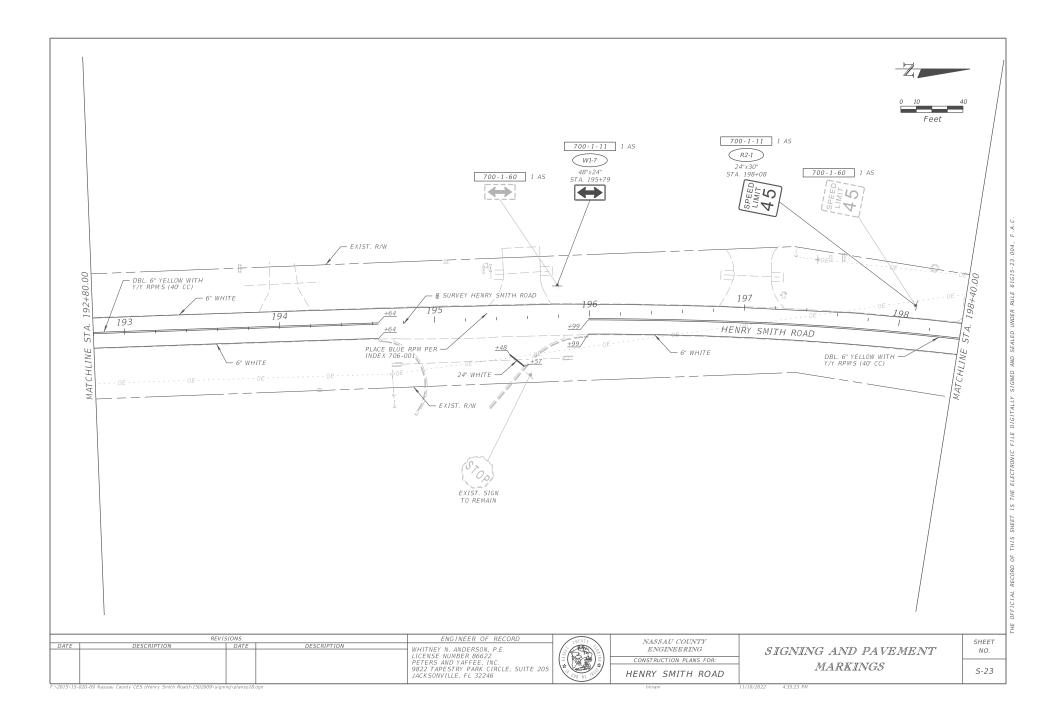


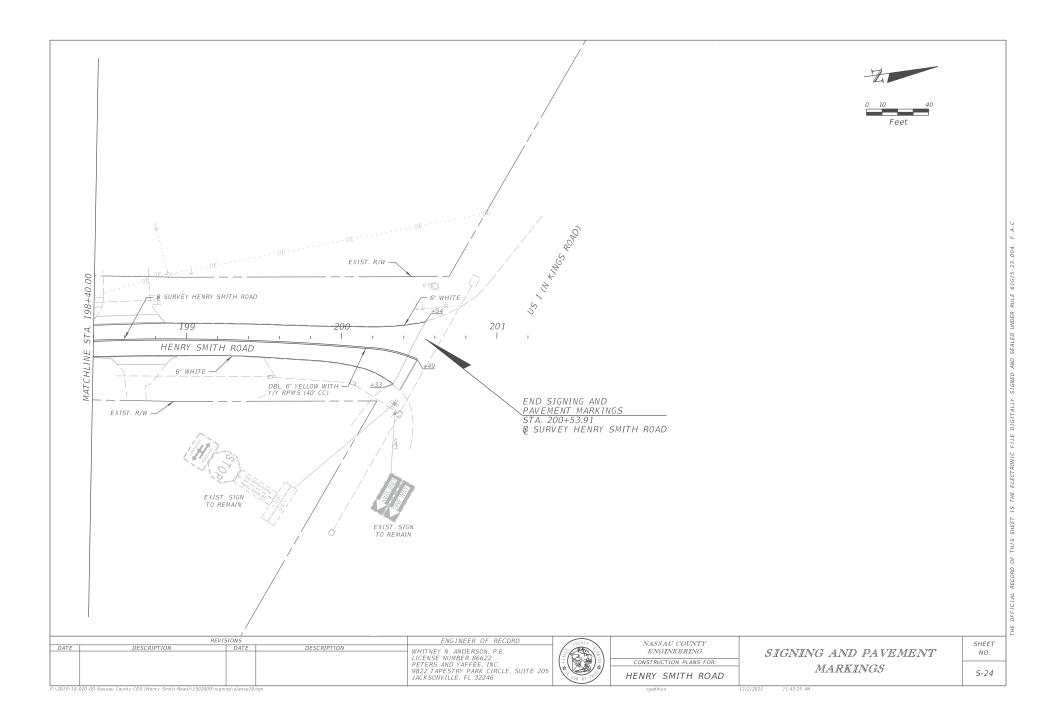














NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS Procurement Department

96135 Nassau Place, Suite 2 Yulee, Florida 32097 Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum #3

Invitation to Bid Number NC23-022RR Henry Smith Road Improvement Project

DATE: August 31, 2023

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Due to Hurricane Idalia, the solicitation due date and opening time have been changed to: September 6, 2023 at 10:00 AM EST.

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTIONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

APPENDICES A and E

Revised 01/2015

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability): and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).