

**CONTRACT FOR IMPROVEMENTS TO AMELIA ISLAND PARKWAY TRAIL –
SEGMENT 2 (VIA DEL REY TO SOUTH 14TH STREET IMPROVEMENT PROJECT)**

THIS CONTRACT FOR AMELIA ISLAND PARKWAY TRAIL – SEGMENT 2 (VIA DEL REY TO SOUTH 14TH STREET) 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, the Contractor’s Bid Response are attached hereto and incorporated herein as Exhibit “A”.
- C. Federal Wage Rate table, attached hereto and incorporated as Exhibit “B”.
- D. Title VI- Appendices A and E, attached hereto and incorporated herein as Exhibit “C”; and
- E. 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. These documents shall be delivered and identified by its Financial Project Identification number.

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:

Amelia Island Trail – Segment 2

Bid Number NC24-003R-ITB

Nassau County, Florida

Construction of a new, 10' wide, paved multi-use trail adjacent to Amelia Island Parkway and begins at the intersection with Via Del Rey and extends to S 14th St.

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.

3.02 All project documentation shall be identified by its respective Financial Project Identification Number including but not limited to submittals, request for information, daily work records, bi-weekly progress reports, and project photos.

3.03 The paving operations portion of the multi-use pedestrian trail construction project shall not begin until the Owner provides written approval. Such approval shall be given at the Owner's sole discretion, based on their evaluation of the project's readiness and any other factors deemed relevant by the Owner. The Contractor shall coordinate with the Owner to ensure all prerequisites for paving are met prior to seeking approval.

ARTICLE 4 –ENGINEER OF RECORD.

4.01 The Project has been designed by STV Incorporated 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 **280 calendar days** from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **30 calendar days** from the Substantial Completion Date. The Total Contract Time shall be the period from the Commencement Date to the date of the Final Completion totaling **310 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 **\$2,667.00** 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 **\$2,667.00** 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 Article 14 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:

Three Million Three Hundred Sixteen Thousand Seven Hundred Forty-Seven Dollars and Zero Cents (\$3,316,747.00).

- 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 10 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 15 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 Section 255.078, Florida Statutes.
- B.** Project Invoicing: For the project, the Contractor shall issue invoices. Each invoice must clearly identify the Financial Project Identification Number (FPID 437335-1-58-01). Invoices must itemize pay items per instructions set forth in Section 00 62 76-3 of the Invitation to Bid.
- C.** The Contractor shall submit updated red-line as-built plan markups reflecting all completed work as part of each progress payment application. These markups shall clearly indicate any changes, additions, or deviations from the original plans and must be accurate, legible, and up to date as of the payment application date. The Owner reserves the right to withhold progress payment if red-line as-built plan markups are not provided or deemed incomplete or insufficient.
- D.** The Contractor shall submit finalized as-built drawings to the Owner within two (2) weeks of the issuance of the Certificate of Final Completion. These drawings shall accurately reflect all field changes, deviations, and additions made during construction and shall be certified as accurate by the Contractor in accordance with the Nassau County As-Built Requirement Checklist. Failure to provide the as-built drawings within the specified timeframe may result in the withholding of final payment or other remedies as determined by

the Owner

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 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 15 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 15 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 15 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 15 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 15 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 15 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 than 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 State 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.

G. 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."

H. 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.

I. 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 - FEDERAL REQUIREMENTS.

12.01 The work contemplated under this Contract may be funded in whole or in part with Federal funds. The additional terms and conditions set forth in Exhibit “A” of the bid documents, Exhibit “B” to this Contract and Exhibit “C” to this Contract are thus made applicable to the Contractor. Contractor shall perform the duties and obligations described in Exhibit “A” of the bid documents and shall complete the representations and provide any information required therein. In case of any conflict with any other section of the Contract and the terms and conditions set forth in Exhibit “A” of the bid documents, Exhibit “B” to this Contract and Exhibit “C” to this Contract, the terms and conditions set forth in Exhibit “A” of the bid documents shall govern. The Contractor shall ensure that the terms and conditions of Exhibit “A” of the bid documents, Exhibit “B” to this Contract and Exhibit “C” to this Contract are included in and made part of any contracts/subcontracts for the project.

ARTICLE 13- EMPLOYMENT ELIGIBILITY.

13.01 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.

ARTICLE 14 – HUMAN TRAFFICKING AFFIDAVIT

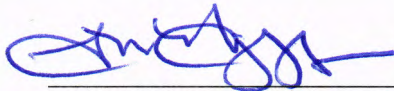
14.01 In accordance with Section 787.06, Florida Statutes, the Contractor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services.

[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.



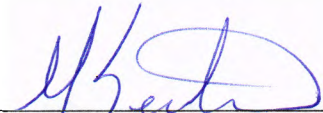
By: A.M. "Hupp" Huppmann
Its: Chair (or designee)
Date : ~~3/10/2024~~ 3-10-2025

Richard Cannon Gaskin, Jr.

By: Richard Cannon Gaskin, Jr.
Its: President
Date: 2/12/2025
Address: 7036 12th Street W.
Jacksonville, FL 32220

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney



Mitch L Keiter, Ex-Officio Clerk

Denise C. May, Esq., BCS

Denise C. May, County Attorney

Date: ~~3/10/2024~~ 3-10-25

Date: 2/14/2025

EXHIBIT "A"
County's Invitation to Bid

AMELIA ISLAND TRAIL - SEGMENT 2

(FPID 437335-1-58-01)

INVITATION TO BID (ITB)

Bid No. NC24-003R-ITB

Nassau County
Board of County Commissioners
Nassau County, Florida



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

August 2024

Prepared By: STV

5200 Belfort Road | Suite 400 | Jacksonville, FL 32256

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FHWA 1273

DIVISION 00

PROCUREMENT & CONTRACTING REQUIREMENTS

SECTION 00 11 10**ADVERTISEMENT FOR BIDS**

PROJECT: Amelia Island Trail - Segment 2
Bid Number NC24-003R-ITB
Nassau County, Florida

OWNER: Board of County Commissioners
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097

ENGINEER: STV, Inc.
5200 Belfort Road, Suite 400
Jacksonville, FL 32256

[NON-MANDATORY] PRE-BID CONFERENCE: September 3, 2024 at 3:00 PM

LOCATION OF [NON-MANDATORY] PRE-BID CONFERENCE:

BOCC Commissioners Chambers

96135 Nassau Pl, Yulee, FL, 32097

DEADLINE FOR September 6, 2024 @ 4:00 PM

QUESTIONS: Submit questions via PlanetBids
[https://pbsystem.planetbids.com/
portal/49083/portal-home](https://pbsystem.planetbids.com/portal/49083/portal-home)

BID DEADLINE: September 25, 2024 at 10:00 AM

BID OPENING: September 25, 2024 at 10:00 AM, or soon thereafter.

Robert M. Foster Justice Center
Office of the Ex-Officio Clerk
76347 Veterans Way, Suite 456
Yulee, Florida 32097

1.0 WORK DESCRIPTION

This project consists of the construction of a new, 10' wide, paved multi-use trail. The trail is adjacent to Amelia Island Parkway and begins at the intersection with Via Del Rey and extends to S 14th St. The work to be performed is generally described as new trail construction and includes:

- **Constructing a new asphalt paved trail**
- **Constructing drainage structures and stormwater pipe**

- **Constructing concrete sidewalk**
- **Constructing concrete gravity retaining walls**
- **Constructing handrails**
- **Clearing & Grubbing**
- **Placing performance sod**
- **Maintaining vehicular traffic**
- **Installing signage and pavement markings**
- **Installing signalization**

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

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.

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. **An electronic copy must be included as part of the submission, and originals must be sent to the County Clerks Office by the time of the Bid Opening.**

BONDS SHALL BE ADDRESSED TO:

Board of County Commissioners
Office of the Ex-Officio Clerk
Attn: NC24-003
76347 Veterans Way, Suite 456
Yulee, Florida 32097

5.0 BID WITHDRAWAL

No BIDS may be withdrawn for a period of one-hundred and twenty (120) 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- 4600 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.

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 stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office via the County's e-bidding 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 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:
1. 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.
 2. 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 5.03 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.

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- 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 5.06 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 5.03, 5.04, and 5.05 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 5.06 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 8 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

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- 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 5.03 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 5.06 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;
- I. 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 maybe 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 There will be no pre-bid conference/meeting for this project.

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 **September 6, 2024 @ 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. It will be the responsibility of the Bidder to visit the County's electronic bidding platform – prior to submitting a response – to ascertain if any addenda have been issued and to review those addenda, if applicable.

7.04 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 "or-equal" 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 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 7.07 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 electronically via the County's electronic bidding platform ([PlanetBids](#), accessible via the County's website).
- 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 Bid Additive 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 of 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.

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 13.02 of the General Conditions.

ARTICLE 15 SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished their Bidding Documents in electronic format, via the County's e-bidding platform only. **BIDS SUBMITTED OUTSIDE OF THE E-BIDDING PLATFORM 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 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 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 the Bidder whose Bid is the lowest and most responsive bid.

ARTICLE 20 CONTRACT SECURITY AND INSURANCE

- 20.01** Article 6 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 are set forth in the Agreement, at Paragraph 7.18 of the General Conditions, as amended by the Supplementary Conditions, and are incorporated here by reference.

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 BID OPPORTUNITY LIST

22.01 The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FHWA-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FHWA-assisted projects, including both DBE's and non-DBEs, in compliance with 49 CFR 26.45.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or subconsultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

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SECTION 00 41 15

BID FORM

PROJECT IDENTIFICATION: **Amelia Island Trail Segment 2**
 Bid Number NC24-003R-ITB
 Nassau County, Florida

BID DEADLINE: **September 25, 2024 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.: _____ Fax 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 5.03 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 5.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BID TAB

Pay Item	Description	Unit	Quantity Total	Unit Price	Item Cost
101 1	MOBILIZATION	LS	1.00		
102 1	MAINTENANCE OF TRAFFIC	LS	1.00		
0104 10 3	SEDIMENT BARRIER	LF	751.00		
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2.00		
0110 1 1	CLEARING & GRUBBING 43733515801	AC	2.79		
0120 1	REGULAR EXCAVATION	CY	1,809.00		
0120 6	EMBANKMENT	CY	1,382.00		
0160 4	TYPE B STABILIZATION	SY	2,322.00		
0285 701	OPTIONAL BASE, BASE GROUP 01	SY	14.00		
0285 706	OPTIONAL BASE, BASE GROUP 06	SY	761.00		
0285 710	OPTIONAL BASE, BASE GROUP 10 (4 1/2 INCH B-12.5 + 4 INCH OF OPTIONAL GRANULAR SUBBASE)	SY	4,443.00		
0327 70 8	MILLING EXISTING ASPHALT PAVEMENT, 2 1/2" AVG DEPTH	SY	193.00		
0334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	366.50		
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	78.20		
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	52.90		
0400 0 11	CONCRETE CLASS NS, GRAVITY WALL	CY	391.80		
0425 1531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	EA	10.00		
0425 1551	INLETS, DT BOT, TYPE E, <10'	EA	1.00		
0425 2 91	MANHOLES, J-8, <10'	EA	1.00		
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	5.00		
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	9.00		
0430175224	PIPE CULVERT,OPTIONAL MATERIAL,OTHER SHAPE-ELIP/ARCH, 24"S/CD	LF	2,358.00		
0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	1.00		

Pay Item	Description	Unit	Quantity Total	Unit Price	Item Cost
0430 830	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE	CY	12.00		
0430984629	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 24" SD	EA	2.00		
0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	LF	1,903.00		
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	39.00		
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	5.00		
0524 2 2	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 4"	SY	52.00		
0527 2	DETECTABLE WARNINGS	SF	223.00		
0570 1 2	PERFORMANCE TURF, SOD	SY	8,038.00		
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	19.00		
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	6.00		
0700 1 60	SINGLE POST SIGN, REMOVE	AS	6.00		
0705 10 2	OBJECT MARKER, TYPE 2	EA	1.00		
0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	EA	8.00		
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	515.00		
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	112.00		
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	4.00		
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.184		
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.035		

BASE BID TOTAL

\$ _____

(Figures)

(Use Words)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 13.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 13.03.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 **280** calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions within **30** calendar days from the date of substantial completion. Total contract time shall be **310** calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal **310** calendar days.

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 4315)
- B. Tabulation of Subcontractors & Suppliers (Section 00 4335)
- C. Florida Trench Safety Act Certification (Section 00 44 55)
- D. Bidder's Qualification Statement (Section 00 4513)
- E. Drug-Free Workplace Certificate (Section 00 4520)
- F. Public Entity Crimes Statement (Section 00 45 30)
- G. Statement of Disputes, Litigation & Surety Completion (Section 00 4535)
- H. LAP Certification of Current Capacity (525-010-46)
- I. LAP Certification for Disclosure of Lobbying Activities (375-030-33)
- J. LAP Disclosure of Lobbying Activities (375-030-34)
- K. LAP Non-collusion Declaration (575-060-13)
- L. LAP Certification Regarding Debarment, Etc. (373-030-32)
- M. Additional LAP Provisions

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.

[Remainder of the page is intentionally blank.]

SUBMITTED on _____, 20__.

State Contractor License No. _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

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):

Penal Sum: _____ (Words) _____ (Figures)

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

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
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 face 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 and any performance and payment bonds required by 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 due.

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 state 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.

[Remainder of the page is intentionally blank.]

SECTION 00 43 35

TABULATION OF SUBCONTRACTORS & SUPPLIERS

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

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
1. _____ _____	_____
2. _____ _____	_____
3. _____ _____	_____
4. _____ _____	_____
5. _____ _____	_____
6. _____ _____	_____
7. _____ _____	_____

BIDDER: _____

By: _____

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#1: _____

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

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project, and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act, Laws of Florida, 90-96.

BIDDER: _____

By: _____

Name: _____

Title: _____

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____.

Personally known _____ or Produced Identification _____

(Specify type of Identification)

Notary Public

My commission expires

SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

To: _____ Project: _____

Date: _____

The following experience record, as of date shown, shall be submitted to the County with the Bid Form. All questions shall be answered fully. Bidders who have qualified to bid on other projects for this County within the last 12 months need not resubmit this form unless specifically requested by the County. The contents of this form will be considered confidential to the extent allowed by applicable laws and regulations.

Name of Bidder: _____

Business Address: _____

Street

City

State

Zip Code

1. Number of years in business as a Contractor under the present:

Business Name _____

As Principal Contractor _____ As a Sub-Contractor _____

2. Class of work you are equipped to perform: _____

3. Class of work you usually sublet: _____

4. Have any members of your concern ever operated under any other business name? _____.

If so, give details: _____

5. Have you ever failed to qualify as a responsible bidder? _____ . If so, give details.

6. Have you ever refused to enter into a contract after the award is made to you? _____.

If so, give details. _____

7. Have you ever failed to complete any work? _____ . If so, give details:

8. Has any surety or financial institution ever experienced loss on your concern?_____.

If so, give details: _____

9. Give name and address of the County, type of work, and the contract amount of at least three projects completed in the last three years:

	(1)	(2)	(3)
Project Owner:	_____	_____	_____
Project Manager:	_____	_____	_____
Email:	_____	_____	_____
Phone No:	_____	_____	_____
Address:	_____	_____	_____
City, State, Zip:	_____	_____	_____
Type of Work:	_____	_____	_____
Contract Amt:	\$ _____	\$ _____	\$ _____

10. Give name and address of the County, type of work, and contract amount of projects now in process of construction:

	Name	Address	Type of Work	Contract Amount
A.	_____	_____	_____	\$ _____
B.	_____	_____	_____	\$ _____
C.	_____	_____	_____	\$ _____
D.	_____	_____	_____	\$ _____
E.	_____	_____	_____	\$ _____

11. Indicate your experience in the construction of work similar to this project (if not demonstrated by Questions 9 and 10, above):

12. Give construction experience of principal individuals of your organization:

	Name	Position	Years of Experience	Size and Type of Work
A.	_____	_____	_____	_____

- B. _____
- C. _____
- D. _____
- E. _____

13. Are there any judgments, suits, or claims pending against you? _____. If so, give details:

14. Does your organization operate as a corporation, partnership, or individual? _____

A. If a corporation, when incorporated: _____

In which state incorporated: _____

List name, title, and address of all officers:

	Name	Title	Address
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

B. If a partnership, date of organization: _____

General, Limited, or Associated? _____

List name, address, and proportional interest of parties:

	Name	Address	Proportional Interest
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

15. If requested prior to award of contract, provide to the County an accurate, up-to-date, condensed financial statement on a separate sheet attached to these qualifications of the individual, co-partnership, or corporation.

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

Signed _____

Title _____

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 ___.

Personally known _____ or Produced Identification _____

(Specify type of Identification)

Notary Public

My commission expires

SECTION 00 45 20

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby 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 workplace through the implementation of a drug free workplace program.

“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me by means of _ physical presence or _ online notarization, 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.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who being by me first duly sworn, made the following 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 proprietor, partner, president, vicepresident)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication or guilt, in any federal or state trial of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under control of any natural person with is active in management of the entity and who has been convicted of a public entity crime; (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member, or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest of the name of the convicted person or affiliate to appear on the convicted vendor list.

The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed before me by means of _ physical presence or _ online notarization, in the State and County first mentioned above on the _____ day of _____, 20_.

Notary Public

(affix seal)

My commission expires

SECTION 00 45 35

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

<u>Project</u>	<u>Name and Address of Owner or Engineer</u>	<u>Name and Phone of Owner or Engineer Representative</u>	<u>Date of Contract</u>	<u>Amount</u>	<u>Status</u>
----------------	--	---	-----------------------------	---------------	---------------

(Signed) _____

Print Name _____

Subscribed and sworn to before me
this _____ day of _____, 20 _____

Notary Public

My commission expires

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this _____ day
of _____, 20 _____

NAME OF FIRM

By: _____

Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00	
						TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)
_____ of _____
(TITLE) (FIRM)
of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Additional LAP Provisions

Local Agency Program Agreement Section 14.f

Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Local Agency Program Agreement Section 15.c

Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

Local Agency Program Agreement Section 17.o

The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

SECTION 00 51 00

NOTICE OF AWARD

TO: _____

CONTRACTOR

ADDRESS

CITY STATE ZIP

PROJECT: **Amelia Island Parkway Trail – Segment 2** _____
NAME

The Nassau County Board of County Commissioners has considered the recommendation to accept the Bid submitted by _____ for the above-described work in response to its Invitation to Bid (ITB) **No. NC24-003R-ITB**, opened on _____, 20__.

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

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

You are required to return an acknowledged copy of this Notice of Award, Bonds, and Insurance Certificates to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 465, Yulee, Florida 32097. A copy must be sent to Nassau County, Procurement Manager, at 96135 Nassau Place, Suite 6, Yulee, Florida 32097.

Dated this _____ day _____, 20__.

Nassau County Board of County Commissioners

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
this _____ day of _____, 20__.

BY: _____

TITLE: _____

SECTION 00 55 00

NOTICE TO PROCEED

TO: _____
 CONTRACTOR

 ADDRESS

 CITY STATE ZIP

PROJECT: Amelia Island Trail - Segment
 2 Bid Number NC24-003R-ITB
 Nassau County, Florida

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__.

The Contract time for Substantial Completion is _____ consecutive calendar days from the date of commencement.

The Contract time for Final Completion is _____ consecutive calendar days from the date of Substantial Completion.

The Contract time commences to run _____, 20__.

The date of Substantial Completion is _____, 20__.

The date of Final Completion is _____, 20__.

Nassau County Board of County 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.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

this _____ day of _____, 20__.

BY: _____

TITLE: _____

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 (*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 Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)
Contractor's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
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.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the County for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is Default, Surety's obligation under this Bond shall arise after:
 - 3.1 The County has notified Contractor and Surety, at the address described in Paragraph 10 below, that the County 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 the County, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the County's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The County 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 3.1; and
 - 3.3 The County 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 4.3 to perform the Contract.
4. When the County has satisfied the conditions of Paragraph 3, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of the County, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors, or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the County for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the County and contractor selected with the County'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 the County the amount of

- damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the County resulting from Contractor Default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
1. After investigation, determine the amount for which it may be liable to the County and, as soon as practicable after the amount is determined, tender payment therefore to the County; or
 2. Deny liability in whole or in part and notify the County citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from the County to Surety demanding that Surety perform its obligations under this Bond, and the County shall be entitled to enforce any remedy available to the County. If Surety proceeds as provided in Paragraph 4.4 and the County refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the County shall be entitled to enforce any remedy available to the County.
6. After the County has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to the County shall not be greater than those of Contractor under the Contract, and the responsibilities of the County to Surety shall not be greater than those of the County under the Contract. To a limit of the amount of this Bond, but subject to commitment by the County of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
- 6.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to the County 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 the County or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. 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.
10. Notice to Surety, the County, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. 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.

12. Definitions

- 12.1 **Balance of the Contract Price:** The total amount payable by the County 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 the County in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 12.2 **Contract:** The agreement between the County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 **Contractor Default:** Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4 **The County Default:** Failure of the County, 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)*:

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.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
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 the County 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 the County, 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 the County 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 the County 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 the CountyDefault.
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 addresses described in Paragraph 12) and sent a copy, or notice thereof, to the County, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 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 the County, 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 the County, 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 the County to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to the County, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
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 the County 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 the County 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 the County's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to the County, Claimants, or others for obligations of Contractor that are unrelated to the Contract. The County 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, 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, the County, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the County, 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 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.
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 the County and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 The County Default: Failure of the County, 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)*:

SECTION 00 62 76

**APPLICATION AND CERTIFICATE FOR
PROGRESS PAYMENT**

OWNER: _____

CONTRACTOR: _____

Purchase Order No.: _____ Project _____ Title: Engineer/Architect: _____

Engineer/Architect Project No.: _____ Contract Number: _____

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 minus Line 5).....\$ _____
- 7. Less Previous Payments\$ _____
- 8. CURRENT PAYMENT DUE\$ _____

CERTIFICATION OF CONTRACTOR

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor
By: _____
(Authorized Representative)

Date

Title

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 certified differs from the amount applied for)

ENGINEER / ARCHITECT:

By: _____ (Date) _____ (Firm)

AFFIDAVIT OF CONTRACTOR

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ who, being first duly sworn, deposes and says:

That he is the _____ of _____, and the Contractor on the following described public works project:

JOB DESCRIPTION: _____

CONTRACTING AUTHORITY: Nassau County Board of County Commissioners

That all persons who furnish labor, supplies or materials or did work in connection with such improvements set out in the CONTRACT have been paid, to date, in full, including all subcontractors. AND FURTHER AFFIANT SAYETH NOT.

By: _____

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public
My Commission Expires:

Invitation to Bid

Amelia Island Trail Segment 2

NC24-003R-ITB

Project Title: _____ County Purchase Order No.: _____

Progress Payment No.: _____ Engineer / Architect Project No.: _____

Item No.	Pay Item	Description of Item	ORIGINAL ESTIMATE				PREVIOUSLY COMPLETED		COMPLETED THIS PERIOD		COMPLETED TO DATE		
			Unit	Qty. Bid	Unit Cost	Amount	Quan.	Amount	Quan.	Amount	Quan.	Amount	Percent Complete

SECTION 00 63 15

CONTRACTOR'S REQUEST FOR INFORMATION

TO: _____

FROM: _____ (CONTRACTOR) DATE: _____

CONTRACTOR REQUEST FOR INFORMATION NO.: _____

PROJECT NAME: _____

CONTRACT NUMBER: _____ PURCHASE ORDER NO.: _____

QUESTION:

BY: _____ DATE: _____

REPLY:

BY: _____ DATE: _____

SECTION 00 63 36

FIELD ORDER

PROJECT: _____ REQUEST NO: _____

CONTRACT NO.: _____ PURCHASE ORDER NO.: _____

CONTRACTOR: _____

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Price or Contract Time.

If you consider that a change in Contract Price or Contract Time is required, please submit a Work Change Directive to the County immediately and before proceeding with this Work.

Field Order: _____

Attachments: (Listing of attached documents that support description)

1. Work Change Directive No _____

2. _____

3. _____

4. _____

5. _____

BY: _____ DATE: _____

SECTION 00 63 49

WORK CHANGE DIRECTIVE

PROJECT: _____ REQUEST NO: _____

CONTRACT NO.: _____ PURCHASE ORDER NO.: _____

CONTRACTOR: _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Directive Change: _____

Attachments: _____

If a claim is made that the above change(s) have affected the Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining a change in Contract Price:

- Time and materials
- Unit prices
- Cost plus fixed fee
- Other _____

Estimated increase (decrease) in Contract Price: \$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Time:

- Contractor's records
- Owner's records
- Other _____

Estimated increase (decrease) in Contract Time: _____ days.

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

AUTHORIZED BY: _____

DATE: _____

SECTION 00 63 63

CHANGE ORDER REQUEST FORM

(Instructions on 0063 63-2)

No.

PROJECT

DATE OF ISSUANCE

EFFECTIVE DATE

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY Contract No.: CM _____

CONTRACTOR-

ENGINEER / ARCHITECT-

You are directed to make the following changes in the Contract Documents.

Attachments: (List documents supporting change)

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$ _____</p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: _____ (days or dates)</p> <p>Ready for Final Payment: _____ (days or dates)</p>
<p>Net change from previous Change Orders No. ___ to No. ___</p> <p>\$ _____</p>	<p>Net change from previous Change Orders No. ___ to No. ___</p> <p>_____</p> <p>(days)</p>
<p>Contract Price prior to this Change Order</p> <p>\$ _____</p>	<p>Contract Times Prior to This Change Order</p> <p>Substantial Completion: _____ (days or dates)</p> <p>Ready for Final Payment: _____ (days or dates)</p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$ _____</p>	<p>Net Increase (decrease) of this Change Order</p> <p>_____</p> <p>(days)</p>
<p>Contract Price with all approved Change Orders</p> <p>\$ _____</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: _____ (days or dates)</p> <p>Ready for Final Payment: _____ (days or dates)</p>

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer/Architect (Authorized Signature)

By: _____
COUNTY (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

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.

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____

Purchase Order No.: _____ Contract No.: _____

This Certificate of Substantial Completion applies to:

All work under Contract Portion of work described as follows:

The Work to which this Certificate applies has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on: _____.

DATE

A tentative list of items to be completed or corrected is attached hereto. This list may not be all- inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin.

SIGNED:

NASSAU COUNTY CONSTRUCTION INSPECTOR (if applicable)

By: _____ DATE: _____

NASSAU COUNTY PROJECT MANAGER

By: _____ DATE: _____

NASSAU COUNTY DEPARTMENT REPRESENTATIVE

By: _____ DATE: _____

ENGINEER OF RECORD:

By: _____ DATE: _____

CONTRACTOR:

By: _____ DATE: _____

SECTION 00 65 16

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

Date: _____ Contract No.: _____ Purchase Order No.: _____

Project: _____

Contractor: _____

This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents.

NO:

ITEM:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 00 65 19

CERTIFICATE OF FINAL COMPLETION

Project: _____

Purchase Order No.: _____ Contract No.: _____

This Certificate of Final Completion applies to:

The Work under this Contract has been inspected by authorized representatives of the COUNTY and the CONTRACTOR and all Work is hereby declared to be complete in accordance with the Contract

Documents on: _____

DATE

SIGNED:

NASSAU COUNTY CONSTRUCTION INSPECTOR (if applicable)

By: _____

DATE: _____

NASSAU COUNTY PROJECT MANAGER

By: _____

DATE: _____

NASSAU COUNTY DEPARTMENT REPRESENTATIVE

By: _____

DATE: _____

ENGINEER OF RECORD:

By: _____

DATE: _____

CONTRACTOR:

By: _____

DATE: _____

SECTION 00 65 20

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the progress payment in the amount of \$_____, 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) _____, to the following described property:

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on _____, 20____.

Lienor'sName_____

Address_____

By_____

Printed_____

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

SECTION 00 65 21

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$_____,
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) _____ to the following described property:

Dated on _____, 20_____.

Lienor's Name _____

Address _____

By _____

Printed _____

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

SECTION 00 72 15

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



AMERICAN COUNCIL OF ENGINEERING COMPANIES



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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

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

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

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

2.0 OTHER DOCUMENTS

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

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

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

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

3.0 ORGANIZATION OF INFORMATION

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

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

4.0 EDITING THIS DOCUMENT

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

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

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

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

5.0 LICENSE AGREEMENT

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

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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.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the 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.

51. *Engineer of Record* – The individual or entity named as such, or the Design Engineer, in the Agreement and has the authority set forth in the Standard General Conditions.

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

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

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

- C. *Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. Before any Work at the Site is started, Contractor shall deliver to the Owner, certificates of insurance that Contractor is required to purchase and maintain in accordance with Article 5.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- C. Owner may issue Notice to Proceed at the Preconstruction Conference. Contractor shall begin the Work within twenty-four (24) hours of the date given in the Notice to Proceed. If the Contractor does not start the Work within fourteen (14) calendar days after this date, Owner may, at his discretion, terminate Contractor in accordance with Article 16.

2.05 *Acceptance of Schedules*

- A. ~~At least 10 days before submission of the first Application for Payment a conference~~ A Preconstruction Conference, attended by Contractor, Engineer, and others as appropriate, will be

held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.
5. A schedule in accordance with the Contract shall be submitted and accepted by the Owner and engineer within thirty (30) days of NTP. Should a schedule not be accepted within thirty (30) days of the NTP, it will be considered a breach of contract and reason for termination of the contract for cause in accordance with the Standard General Conditions.

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and

binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and

interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal or adverse weather conditions. On the 21st of each month, or the next following business day, the Contractor shall submit to the Owner and Engineer a request for weather days. Failure to submit the request forfeits the right to claim weather days for that period and any previous period. The Owner will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:
 - a. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions.

No additional compensation will be made for delays caused by the effects of inclement weather.
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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

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

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- D. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and

Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

- c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and

remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. ~~All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney in fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney in fact signed the accompanying bond.~~ All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 225, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute non-responsiveness on the part of the Contractor. The expense for all Bonds shall be the Contractor's responsibility.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

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

furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ thirty (30) days prior written notice has been given to the purchasing policyholder, Owner and other individuals and entities in the Contract or otherwise listed in the Contract Documents. ~~Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.~~

6.03 *Contractor's Insurance*

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

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a

replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of

them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Owner reserves the right to reject any means, methods, techniques, sequences or procedures proposed by Contractor which:
 1. will constitute or create a hazard to the Work or to the persons or damage to property or existing utilities; or
 2. will not produce finished Work in accordance with the terms of the Contract Documents.

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

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

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.
- D. Engineer shall record time and costs required by Engineer and Engineer's Consultants to provide inspection services due to Contractor's working beyond regular working hours as defined in the General Requirements. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s) in accordance with Section 01 11 00 Part 2.02.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

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

(either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.
- N. Contractor shall not subcontract part(s) of the Work, the aggregate cost of which is greater than fifty (50) percent of the contract price, without prior written approval by Owner. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work that bind Subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provision of the Contract Documents. Nothing contained in the subcontract shall create any contractual relationship between Subcontractor and Owner. Each Subcontractor shall discharge all duties and responsibilities of Contractor to Owner covered by his subcontract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations. Contractor shall also cause all Subcontractors to comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations bearing on the conduct of Work.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03. If

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

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or

negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- K. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 Submittals

A. Shop Drawing and Sample Requirements

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

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

1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable. Five (5) percent of the Contract Price is given as consideration for this indemnification.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18 shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

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

7.19 *Delegation of Professional Design Services*

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to

starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

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

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

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

10.04 *Engineer’s Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer’s authority as to changes in the Work is set forth in Article 11.
- E. Engineer’s authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

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

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and 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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

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

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

~~E. *Adjustments in Unit Price*~~

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

~~E. If Owner objects to Contractor's quoted adjustment in Unit Price Work, Owner may assign such Work to its own forces or another contractor.~~

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

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

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

- B. ~~Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05~~ The Contractor shall obtain and employ an independent testing laboratory to provide the services specified herein and shall include all costs for these services in the contract price. The Contractor shall submit for approval by the Owner and Engineer, the independent testing laboratory, including qualifications.

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

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment

acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

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

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application or direct Engineer to present the Application to Owner with Engineer's recommendation of partial payment.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules and the Contract Documents, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 - d. Contractor's other obligations under the Contract Documents have been fulfilled.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment*
 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and

- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* ~~If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment~~ The acceptance of Final Payment by Contractor designated and identified by Engineer as Final Payment shall be and shall operate as a release to Owner of all claims and all liability to Contractor other than claims in stated amounts as may be specifically excepted by Contractor for all things done or finished in connection it the Work and for every act of Owner and others relating to or arising out of the Work. Any payment, however, final or otherwise, shall not release Contractor or Contractor's Surety(ies) from any obligations under the Contract Documents or Bonds.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's failure to start the Work in accordance with the Notice to Proceed or Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer,

incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SECTION 00 73 15**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

Add the following to the end of paragraph 3.03.B.b:

SC-3.03.B.c In cases of discrepancy, The Governing Order of Documents is as follows:

1. Supplementary Conditions
2. Plans
3. FHWA 1273
4. FDOT LAP Specifications
5. Additional LAP Provisions
6. FDOT Standard Plans
7. FDOT Standard Specifications
8. Standard General Conditions
9. Project Manual

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 11 00**SUMMARY OF WORK****PART 1 THE WORK AND ITS PERFORMANCE****1.1 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.

1.2 DESCRIPTION OF THE PROJECT

A. **The project title is: Amelia Island Trail Segment 2**
Bid Number NC24-003R-
ITB Nassau County,
Florida

B. This project consists of the construction of a new, 10' wide, paved multi-use trail. The trail is adjacent to Amelia Island Parkway and begins at the intersection with Via Del Rey and extends to S 14th St.

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

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

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

PART 2 WORKING HOURS**2.1 GENERAL**

Work under this contract shall not be performed on County, State and/or national holidays or during such events as:

- Fernandina Beach Shrimp Festival
- Concours D'Elegance
- Nassau County School System FSA
- TPC Tournament
- Florida-Georgia football game
- Jaguars home football games

- Gator Bowl
- Greater Jacksonville Agricultural Fair
- Greater Jacksonville Kingfish Tournament
- Isle of Eight Flags Shrimp Festival

Except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Available workdays to perform work will not include night time work, weekend work, or work before 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.

2.2 LANE CLOSURES

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

PART 3 ABBREVIATIONS

3.1 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

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

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

American Concrete Institute (ACI)

American Institute of Steel Construction (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Standards Association (ASA)

American Society of Mechanical Engineers (ASME)

American Society of Testing and Materials (ASTM)

American Water Works Association (AWWA) American Welding Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

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

Code of Laws and Ordinances of Nassau County, Florida Construction Specifications Institute (CSI)

Federal Specifications (FS)

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

Florida Department of Traffic Standard Plans (FDOT Index)

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

National Bureau of Standards (NBS)

National Electrical Manufacturer's Association (NEMA)

National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

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

Steel Structures Painting Council (SSPC)

Southern Standards Building Code (SSBC)

Underwriters' Laboratories, Inc. (UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding Safety

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

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 items shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, **FY 2023-24** and Edition with the exception that reduction in the FDOT acceptance criteria based on payment factors will not be allowed.

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 extrawork.
- 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.

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SECTION 01 41 23

PERMITS AND FEES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. County Responsibilities: The County has obtained the following permits, included in appendix:
- St. Johns River Water Management District (SJRWMD)
- 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)

[Remainder of the page is intentionally blank.]

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

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

1.02 SECTION INCLUDES

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

1.03 CERTIFICATION AND TESTING

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

1.04 CONTRACTOR TO PROVIDE

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

1.05 OUTSIDE AGENCY

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

1.06 LIMIT OF APPROVALS

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

1.07 ACCESS TO WORK SITE

The County and his representative will at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted access to all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work.

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

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

2.02 ACCEPTANCE TESTS

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

2.03 RIGHT TO EXAMINE WORK

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

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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.

[Remainder of the page is intentionally blank.]

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 jobsite.
- C. Notify the County if existing property interferes with work so that arrangements for proper protection can be made.

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

1.07 ENVIRONMENTAL CONTROLS

- A. Maintain erosion control measures to protect the project site and prevent sediment pollution of adjacent water courses and properties.
 - 1. Install erosion control measures prior to start of construction and maintain them until final completion of work. Unless otherwise instructed, remove temporary erosion control measures prior to final application for payment.
 - 2. Strive to limit stripping of sod and vegetation to a period that will expose bare soil to the least possibility of erosion that construction requirements allow.
 - 3. Construct and maintain silt fence barriers, erosion bale barriers, or temporary diversions to receive runoff leaving site.
 - 4. Protect storm drain inlets by using silt fence barriers, erosion bale barriers, or equivalent.
 - 5. Remove at the end of each work day soils and sediment reaching public or private streets not part of the construction site.
 - 6. Unless otherwise shown or specified, erosion control measures shall comply with the planning, design, and maintenance provisions of **Section 104** of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, **FY 2023-24** Edition.
- B. Provide controls to confine dust and dirt within project area. Thoroughly soak masonry and debris during demolition and loading operations. Water exposed soils or aggregates as required to prevent windblown dust.
- C. Provide noise control measures to limit the amount of noise and prevent nuisance. Properly equip all equipment with mufflers. Limit construction activities generating significant noise to normal working hours.

1.08 TRAFFIC CONTROL

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

1.09 CONSTRUCTION CLEANING

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

1.10 DISPOSAL

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

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

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

1.02 REFERENCE STANDARDS**A. General**

1. Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.

B. Florida Department of Transportation (FDOT) Standards:

1. USDOT Manual on Uniform Traffic Control Devices.
2. FDOT Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
3. FDOT Standard Specifications for Road and Bridge Construction, **FY 2023-24** Edition.

1.03 SUBMITTALS

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

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

- B. For any road or lane closures on this project, Contractor shall refer to the Nassau County Road Closure Policy and contact Nassau County Engineering Services Department at (904) 491-7330.

1.04 SITE CONDITIONS

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

prevent such inconvenience or injury.

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

[Remainder of the page is intentionally blank.]

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

1.05 RECORDS

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

1.06 SUBMITTALS

- A. Submit name and address of surveyor or professional engineer to Engineer of Record and the County.
- B. On request of Engineer of Record and the County, submit documentation to verify accuracy of field surveywork.
- 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.
 - 1. If the County considers the Work to be substantially complete, the County will issue a Certificate of Substantial Completion along with a "Construction Acceptance Checklist" of items to be completed or corrected prior to Final Payment. Items on punch list shall be completed within 60 days. Required submittals (see below) shall be completed prior to or when requesting Final Payment.
 - 2. If the County does not consider the work to be substantially complete, the County will inform Contractor of items that need to be completed or corrected before Substantial Completion. Contractor shall promptly complete these items and request a reinspection by the County.

1.04 FURNISHED PRODUCTS AND LOANED TOOLS

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

1.05 FINAL COMPLETION

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

1.06 CHARGES FOR REINSPECTIONS

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

1.07 SUBMITTALS

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

APPENDIX A

Florida Department of Transportation (FDOT) LAP Specifications

August 13, 2024

PREPARED BY: Wesley Markham, PE, Kevin Shoemaker, PE



LAP SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S). 437335-1-58-01
NASSAU COUNTY

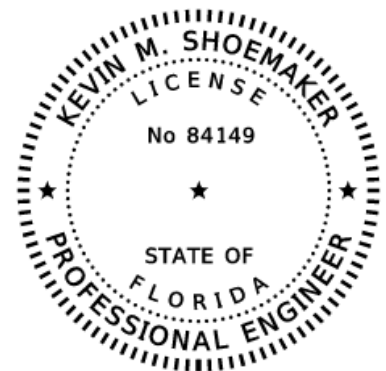
The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the FY 2024-25 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Kevin Shoemaker PE 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.

Date: August 13, 2024
State of Florida,
Professional Engineer, License No.: 84149
Firm/Agency Name: STV Incorporated
Firm/Agency Address: 5200 Belfort Road, Suite 400
City, State, Zip Code: Jacksonville, FL 32256
Page(s): 1-70

Kevin 2024.08.13
Shoemaker 14:05:06
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LAP DIVISION 1 SPECIFICATIONS.

(REV6-4-24) (FA 3-29-24) (8-24)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Programs Manual (525-010-300) and the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – DEFINITIONS AND TERMS:

Department Name

Nassau County

Engineer

Nassau County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- (1) Registration as a Professional Engineer in the State of Florida.
- (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 4 - SCOPE OF THE WORK (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the

Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer’s sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager’s position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor’s actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida’s rate

Table 4-1	
Item	Rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = $\frac{\text{Monthly Rate}}{176} \times \text{Adjustment Factors} \times 100\%$.
- b. Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$.
- c. Allowable Rate Per Hour = $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$.
- d. Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which

a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time

C = 8%

Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind

the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credits to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform

the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any

Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by

the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a “Significant Change” as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor’s certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling

work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - a. documented additional job site labor expenses;
 - b. documented additional cost of materials and supplies;
 - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - d. any other additional direct costs or damages and the documents in support thereof;
 - e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted

by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of

such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;

14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

15. Cash disbursements journal;

16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (MATERIAL CERTIFICATION, APL, AND CONVICT LABOR).

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: <https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm>. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by

23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department’s website at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department’s website cannot be accessed, contact the Department’s Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department’s investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of

the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department’s investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor’s responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	County	Associated Work
FL20240193	Nassau	Highway

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action~~

Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.”

~~7-24.3 Plan Requirements:~~ Include the following in the DBE Affirmative Action Program Plan:

- ~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor’s organization.~~
- ~~2. The designation of a Liaison Officer within the Contractor’s organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~
- ~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:
 - ~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~
 - ~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~
 - ~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~
 - ~~d. Encouraging eligible DBEs to apply for certification with the Department.~~
 - ~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
 2. the number of subordinated Contracts on Department projects awarded to DBEs;
 3. the dollar value of the Contracts awarded to DBEs;
 4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
 5. a description of the general categories of Contracts awarded to DBEs;
- and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's

subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, the Contractor shall provide training aimed at developing full journeymen in a trade or job classification involved on all applicable roadway and bridge construction projects receiving federal funds.

The anticipated minimum number of trainees will be initially derived from construction contract calendar days and dollar value as represented within the provided Table 7-1. A final training goal will be determined at the Training Evaluation Meeting based upon the Department's consideration of all relevant factors including qualitative evidence in the form of contractor efforts to advance equal employment opportunity beyond mere compliance with legal obligations; the availability of eligible trainees; potential for effective training; contractor workforce; project location; type of work and work items; and contractor participation in other approved training or workforce development programs.

No trainees will be required for Federal-aid Contracts administered with a Contract Time allowance of less than 275 calendar days. When the Contract Time allowance is 275 calendar days or more, the estimated required number of trainees shown in Table 7-1, with all other relevant factors, be the basis in determining totals. The ability of the contractor to successfully achieve completion of required training goals is desired. From consideration of all criteria presented during the Training Evaluation Meeting, the District Contract Compliance Manager may adjust the minimum number of trainees regarding those totals.

Estimated Contract Values	Anticipated Required Trainees
\$3,500,000 or less	0
Over \$3,500,000 to \$7,500,000	2
Over \$7,500,000 to \$12,000,000	3
Over \$12,000,000 to \$20,000,000	4
Over \$20,000,000 to \$30,000,000	6
Over \$30,000,000 to \$40,000,000	8
Over \$40,000,000 to \$60,000,000	10
Over \$60,000,000 to \$75,000,000	12
Over \$75,000,000 to \$90,000,000	14
Over \$90,000,000 to \$100,000,000	15
Over \$100,000,000 to \$125,000,000	17
Over \$125,000,000 to \$150,000,000	20
Over \$150,000,000 to \$175,000,000	22
Over \$175,000,000 to \$200,000,000	25
Over \$200,000,000* One additional trainee per \$10,000,000 additional Construction Contract amount	

Training and upgrading of minority, nonminority, women, and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, by conducting systematic and direct recruitment through public and private sources likely to yield minorities and women trainees the Contractor shall make every effort to enroll candidates to the extent such individuals are located and available within a reasonable area of recruitment. This training is not intended, and shall not be used, to discriminate against any applicant or prevent access of, whether minority, nonminority, woman, or persons believed economically disadvantaged.

The intent of these provisions is to provide training in construction crafts rather than clerical type positions. Training is permissible in lower-level management positions such as Office Engineers, Estimators etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common or General Laborer, may be permitted provided that significant and meaningful training plan is provided and approved by the District Contract Compliance Manager. Training as a Helper for any position, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The Contractor may incorporate the requirements of this Section, including responsibility for training a portion of trainees, in any such subcontract maintaining continued primary responsibility and satisfaction of requirements imposed by this Section.

The Department and the Contractor shall establish a training program which is tied to construction scope of work, length of operations, and satisfy all equal employment opportunity obligations of the Contractor. Other additionally recognized apprenticeship or training programs may be considered acceptable provided those are being administered in a manner consistent with the equal employment obligations of Federal-aid Highway Construction Contracts. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work with classifications covered by such programs.

The Department and Contractor shall determine the training goal, classification types and minimum total hours needed during the Trainee Evaluation Meeting. An On-the-Job Training Schedule indicating number of training candidates and appropriate Proficiency Standards for each classification must be submitted by the Contractor within ten days after the meeting for approval by the Department.

This schedule may be subject to change and a revised schedule shall be submitted for approval by the Department if any of the following occur:
Start date on the approved On-The-Job Training Schedule or Plan has been missed by 14 or more days.

1. Start date on the approved On-The-Job Training Schedule or Plan is accelerated to commence earlier than 14 or more days.

2. A change in previously approved classifications.

3. Replacement trainees are added due to voluntary or involuntary termination.

The Contractor is responsible for identifying qualified candidates for enrollment and feasibly 25% of trainees in each occupation are in their first year of training. To ensure eligibility, the Contractor should include appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case. The Department will gather additional information regarding the proposed Candidates' previous work experience, training, as well as understanding of the On-the-Job Program and Proficiency Standards established for the classification.

The Trainee Enrollment and Notification of Personnel Action form is to be submitted fourteen days prior to the requested enrollment date. To be considered for enrollment, the proposed trainee candidate must meet the following criteria:

1. The candidate did not successfully complete a training course leading to journeyman status for the proposed classification.

2. The candidate did not gain sufficient experience by working in the proposed classification.

3. The candidate was not hired as a journeyman in the proposed classification.

4. The candidate is not currently enrolled in the On-the-Job Program.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the commencement of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee graduate works in the classification in which they were trained.

If an economically disadvantaged non-minority person is enrolled, such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department. The Contractor will be responsible for, and provided an opportunity to identify actions and steps taken in pursuance thereof, prior to a determination of compliance with this Section being assessed the Contractor.

The Contractor may only enroll a trainee in one active classification per instance prior to approval of an additional classification for that trainee on the same project unless approved by the District Contract Compliance Manager. At beginning of training, the Contractor shall furnish the trainee a copy of the scheduled program they will follow during the intended training period and upon completion, award certification indicating type and total hours satisfactorily achieved.

To complete training, the transfer of trainees from project to project and from district to district is permitted. This includes transfers between multiple projects which could include non-FDOT government projects (City, County, etc.) provided there is the existence of an agreement to monitor the OJT Trainees in accordance with the OJT Program with the contractor, FDOT and other participating agencies. A trainee is only allowed to be enrolled on the original project.

The Contractor shall generate, maintain and furnish the District Contract Compliance Manager with the Monthly Time Report reflecting known training hours apart from other work hours performed by each individual trainee as part of this Contract. The report shall be submitted no later than the tenth day of the subsequent month and identify proficiency occurring.

Graduation to journeyman status will be based upon satisfactory accomplishment of:

1. Proficiency Demonstration being achieved upon conclusion of training as established for the specific training classification.
2. Completion of the minimum hours in a training classification range.
3. The employer's satisfaction that the trainee does meet journeyman status in the classification of training.

The Contractor shall furnish the following documentation to the Department within seven days of successfully demonstrating proficiency:

1. Trainee Enrollment and Notification of Personnel Action form.
2. Proficiency Demonstration Verification Form signed by representatives of both the Contractor and the Department as well as the trainee indicating successful completion of each Proficiency Standard established for the classification.

The Contractor shall submit to the Department a copy of the Trainee Enrollment and Notification of Personnel Action form no later than seven days after the effective date when the candidate is voluntarily or involuntarily terminated from the program.

When approved in advance, the Department provides the Contractor the opportunity to participate in "Voluntary On-the-Job Training Program for Banking". Banking Certificates will be issued when the Contractor desires to preserve credit for a trainee. Further, if the Contractor or subcontractor requests to utilize banked trainees, the Banking Certificate will be validated allowing credit to the Contractor on a subsequent Federal-Aid Project. Banked credits of Prime Contractors working as Subcontractors may be accepted for credit. Voluntary On-the-Job Training Program for Banking can be considered under the following circumstances:

1. Federal-aid Projects – Banking Certificates are issued for training of persons in excess of the required number of candidates based on the awarded Contract amount less items of work for which no training can be afforded.
2. State Funded Projects - the Contractor will have the option to train employees on project for which On-the-Job Training Program mandates do not apply. However, the request to participate must be evaluated and will be considered if adequate Department staff are available to monitor compliance with the training criteria.

The following criteria will be used in determining if the Contractor has complied with the requirements of this specification:

1. Credit will be allowed for each trainee who satisfactorily completes training for the classification in which the trainee is enrolled.

2. Credit will be allowed for each trainee who continues training in the same job classification and who completes their training on a different contract.

3. Credit will be allowed for a trainee who is given the greatest practical amount of training on the contract; however, the trainee is unable to complete the training due to insufficient amount of work available in the classification.

4. Credit will be allowed for any position indicated in the approved On-the-Job Training Schedule or Plan, for which the Contractor can demonstrate that a good faith effort was made to provide training.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

6. Banking certificates may be redeemed within five (5) years of issuance. The issuance and redemption of banking certificates are tracked by each District and the EEO.

7. Earned banking credits are redeemed by presenting the original banking certificate to the DCCM of the district where the project on which the credit is to be applied.

8. A contractor utilizing banking credit(s) to fulfill agreed upon trainee requirement(s), must present the original banking certificate for redemption. If the contractor has determined at the TEM that banked credits will be used to meet trainee requirements, then the certificate(s) is submitted with the initial training schedule. A prime contractor working as a subcontractor to another prime, may redeem their earned banking certificates for the prime.

9. If the contractor subsequently determines to use banked credit(s) to meet trainee requirements, then the certificate(s) are submitted with the revised training schedule.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 E-Verify.

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

FROM SECTION 8 - PROSECUTION AND PROGRESS (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the

Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a

written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

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

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

The Department will consider requests for time extension due to delay in work operations within the limits of the railroad right-of-way, the adjoining 15 feet, or determined by the Railroad or Department to be able to potentially foul the tracks regardless of distance from railroad right-of-way on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are due to a lack of availability of Railroad protective services as required by 7-11.4.

2. Work within the limits of the railroad right-of-way or the adjoining 15 feet actually impacted progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of work operations within the limits of the railroad right-of-way or the adjoining 15 feet on job progress, including compliance with all provisions of 7-11.4 and 5-12, and cooperative scheduling of the Contractor's operations.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$904
\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442
\$40,000,000 and over.....	\$10,224 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

FROM SECTION 9 - MEASUREMENT AND PAYMENT (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor’s payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payments for structural steel, ITS and signal components, and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally,

partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

**120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-13-21) (FY 2024-25)**

SECTION 120 is deleted and the following substituted:

**SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)**

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.**120-4.1 Removal of Unsuitable Materials and Existing Roads**

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove

soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck. Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements:

Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
 - a. All five tests must meet the density required by 120-10.5.
 - b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.**120-8.1 Requirements for Structures and Pipes:**

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material

in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project’s records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Table 120-2					
Group	AASHTO Soil Class	Maximum Lift Thickness		Thick Lift Control Test Section Requirements	
		Within Cover Zone	Above Soil Envelope	Within Cover Zone	Above Soil Envelope
1	A-3	6 inches	12 inches	N/A	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)				
2	A-1	6 inches without control test section	N/A	Maximum of 12 inches per 120-7.2.1.2	
	A-2-4 (No. 200 Sieve > 15%)				
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6				
	A-7 (Liquid Limit < 50)				

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and

condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance with FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-7.3;
- 2) material placed outside the standard minimum slope as specified in 120-7.2.4;
- 3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original

position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-2-21) (FY 2024-25)

SECTION 334 is deleted and the following substituted:

SECTION 334 ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1 Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5 ⁽¹⁾	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 ⁽¹⁾ Friction Mixes: Types FC-9.5 or FC-12.5 ⁽¹⁾	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

- Traffic Level E can be substituted for Traffic Level D.
- Traffic Level D or E can be substituted for Traffic Level C.
- Traffic Level C can be substituted for Traffic Level B.
- Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

- Type SP-9.5, FC-9.5 9.5 mm
- Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

- Type SP-9.5, FC-9.5 1 to 1-1/2 inches
- Type SP-12.5..... 1-1/2 to 3 inches
- Type FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

- Type SP-9.5..... 3/8 to 2 inches
- Type SP-12.5..... 1/2 to 3 inches
- Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT’s State Materials Office website. The URL for obtaining this information, if available, is: <https://mac.fdot.gov/>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer’s conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient

evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.
2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

- 9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.
- 10. The name of the Construction Training Qualification Program (CTQP) mix designer.
- 11. The ignition oven and maximum specific gravity (Gmm) calibration factors.
- 12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3. The minimum ambient temperature requirement may be reduced by 5°F when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5 ⁽¹⁾	65
⁽¹⁾ As an exception, place the mixture at temperatures no lower than 60°F, only when approved by the Engineer based on the Contractor’s demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55°F when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table 334-4. Notify the Engineer of the rejection immediately.

Table 334-4	
Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ± 30 F
Roadway (mix in truck)	Compaction Temperature $\pm 30^{\circ}$ F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2		
Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²) ¹
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09
Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.		

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per

square yard.

2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints: Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the

center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P₈ and P₂₀₀) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of G _{mm}
Roadway Density (any single core)	Minimum 88.0 % of G _{mm}

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P₈ and P₂₀₀) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-1 General: Price and payment will be full compensation for all the work specified under this Section.

**344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D).
(REV 6-9-2021) (FA 7-2-21) (FY 2024-25)**

SECTION 344 is deleted and the following substituted:

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table ⁽⁷⁾				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd ³)	Target Slump Value (inches) ⁽³⁾
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I ⁽¹⁾	3,000	0.53	470	3 ⁽²⁾
I (Pavement)	3,000	0.50	470	1.5 or 3 ⁽⁵⁾
II ⁽¹⁾	3,400	0.53	470	3 ⁽²⁾
II (Bridge Deck)	4,500	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III ⁽⁴⁾	5,000	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III (Seal)	3,000	0.53	600 ⁽⁸⁾	8
IV	5,500	0.41 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
IV (Drilled Shaft)	4,000	0.41	600 ⁽⁸⁾	8.5
V (Special)	6,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
V	6,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VI	8,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VII	10,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾

Notes:

- (1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
- (2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
- (3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
- (4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
- (5) Meet the requirements of Section 350 of FDOT Specifications.
- (6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
- (7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.
- (8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd³ and 510 lb/yd³, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for

approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (GOPHER TORTOISE).**(REV 6-15-17) (FA 6-20-17) (FY 2024-25)**

SUBARTICLE 7-1.4 is expanded by the following:

Certain gopher tortoise (*Gopherus Polyphemus*) burrows are to remain within the project area, as shown in the Plans, and must be protected. Avoid ground disturbing impacts within a 25 foot radius of each burrow. Install and maintain silt fence in accordance with Section 104 as a means of burrow avoidance, ensuring that it opens towards the offsite project limits, does not herd tortoises toward an obstacle, and that burrows are not fully encircled. Install fence prior to any other construction activity. Replace fence in the same location as the original fence. Remove fence upon completion of construction.

Silt fence intended for burrow avoidance may also be used as silt fence for erosion control but shall not be considered as the only silt fence needed for erosion control purposes within the project limits.

Follow the gopher tortoise species requirements posted in the URL address in 7-1.4 when gopher tortoises are observed or previously unidentified burrows are discovered.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (INDIGO SNAKE).**(REV 5-25-17) (FA 6-13-17) (FY 2024-25)**

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that eastern indigo snake (*Drymarchon corais couperi*) habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at: [Eastern Indigo Snake Conservation | U.S. Fish & Wildlife Service \(fws.gov\)](https://www.fws.gov/eisn).

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

APPENDIX B

Nassau County - Road Closure Policy



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

Road Closure Policy

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

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

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

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

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



4. Submit notification to the following departments and agencies prior to the road closure. A confirmation of notification to the Engineering Services Department must be provided prior to road closure.

- 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:
 - Scott Hemmingway and Asst. Chief Roland
 Phone - (904) 530-6600
 Fax - (904) 321-5748
 Email - shemmingway@nassaucountyfl.com
groland@nassaucountyfl.com
- Nassau County School Bus Transportation:
 - Evelyn Mickey
 Phone - (904) 225-0127
 Fax - (904) 255-9404
 Email - mckieev@nassau.k12.fl.us
- Nassau County Road & Bridge Department:
 - Jennifer Kirkland
 Phone - (904) 530-6175
 Fax - (904) 530-6901
 Email - jbeayer@nassaucountyfl.com
- Nassau County Manager's Office
 - Sabrina Robertson
 Phone - (904) 530-6010
 Fax - (904) 321-5784
 Email - SRobertson@nassaucountyfl.com
- United Postal Service (Yulee)
 - Cassandra Mitchell
 Phone - (904) 225-5331
 Fax - (904) 225-9733
 Email - cassandra.t.mitchell@usps.gov
- United Postal Service (Fernandina)
 - EdwinLang
 Phone - (904) 491-8102
 Fax - (904) 277-7947
 Email - edwin.p.lang@usps.gov
- United Postal Service (Callahan)
 - Kim Vojtech
 Phone - (904) 879-2131
 Fax - (904) 879-6737
 Email - kim.k.vojtech@usps.gov
- United Postal Service (Hilliard)
 - Heather Ackerman
 Phone - (904) 845-2151
 Fax - (904) 845-7738
 Email - heather.r.ackerman@usps.gov

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

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-Builts Requirement Checklist



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

AS-BUILT REQUIREMENT CHECKLIST:

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

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



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

APPENDIX D

Plans and Drawings

CONTRACT PLANS COMPONENTS

ROADWAY PLANS

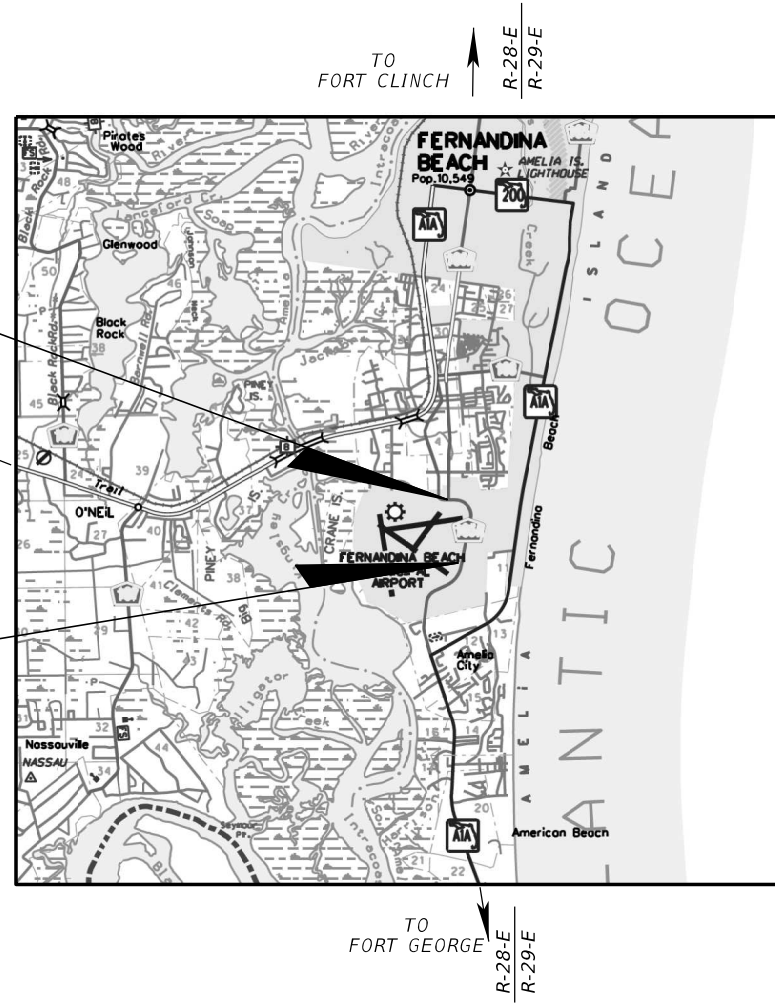
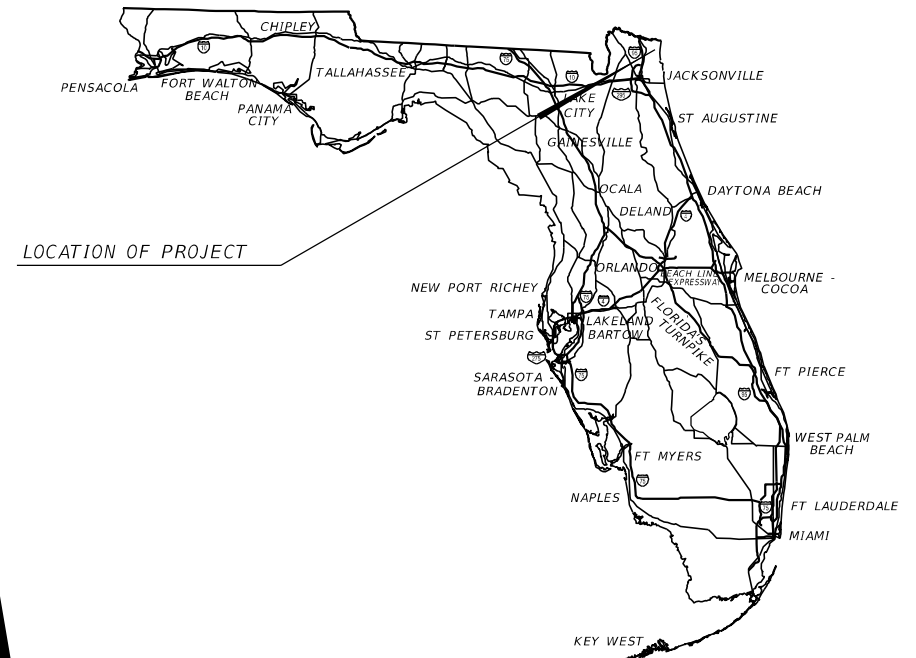
**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

CONTRACT PLANS

**FINANCIAL PROJECT ID 437335-1-58-01
(FEDERAL FUNDS)
NASSAU COUNTY
AMELIA ISLAND PARKWAY TRAIL SEGMENT 2**

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTION
4	SUMMARY OF DRAINAGE STRUCTURES
5	PROJECT CONTROL
6 - 7	GENERAL NOTES
8 - 16	PLAN
17 - 29	DRAINAGE STRUCTURES
30	SPECIAL DETAIL
31	SOIL SURVEY
32 - 78	CROSS SECTIONS
79 - 80	STORMWATER POLLUTION PREVENTION PLAN
81 - 83	TEMPORARY TRAFFIC CONTROL PLAN
84	SUMMARY OF VERIFIED UTILITIES
85 - 93	UTILITY ADJUSTMENTS



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

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

GOVERNING STANDARD SPECIFICATIONS:

Division II and III of the Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction as amended by the contract documentation at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

**ROADWAY PLANS
ENGINEER OF RECORD:**

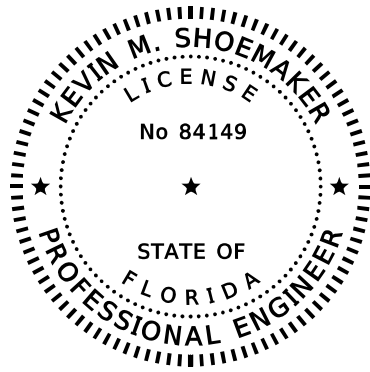
KEVIN SHOEMAKER, P.E.
P.E. LICENSE NO.: 84149
STV INCORPORATED
5200 BELFORD ROAD, SUITE 400
JACKSONVILLE, FL 32256
(904) 730-9777
CONTRACT NO.: CA450
VENDOR NO.: F131986759-001

PROJECT MANAGER:

ROBERT COMPANION, P.E.

FISCAL YEAR	SHEET NO.
23	1

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

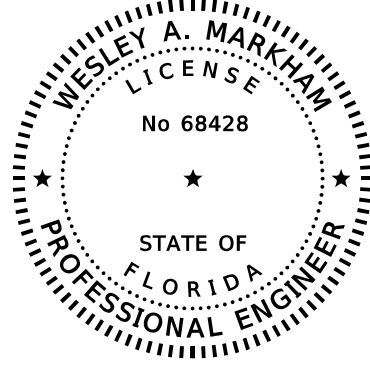


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
Kevin Shoemaker 2024.08.16 10:35:03 -04'00'
 ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 STV INCORPORATED
 5200 BELFORT ROAD, SUITE 400
 JACKSONVILLE, FLORIDA 32256.
 KEVIN M. SHOEMAKER, P.E. NO. 84149

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTION
5	PROJECT CONTROL
6 - 7	GENERAL NOTES
8 - 16	PLAN
30	SPECIAL DETAIL
32 - 78	CROSS SECTIONS
81 - 83	TEMPORARY TRAFFIC CONTROL PLAN
84	SUMMARY OF VERIFIED UTILITIES
85 - 93	UTILITY ADJUSTMENTS

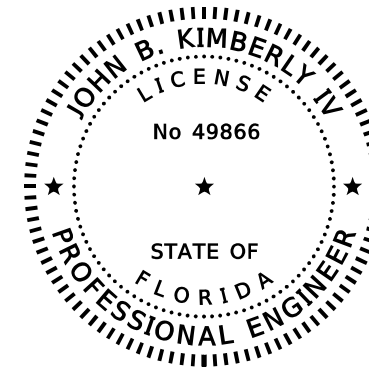


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
Wesley A Markham 2024.08.16 08:36:34 -04'00'
 ON THE DATE ADJACENT TO THE SEAL
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 STV INCORPORATED
 5200 BELFORT ROAD, SUITE 400
 JACKSONVILLE, FLORIDA 32256.
 WES A. MARKHAM, P.E. NO. 68428

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
4	SUMMARY OF DRAINAGE STRUCTURES
17 - 29	DRAINAGE STRUCTURES
79 - 80	STORMWATER POLLUTION PREVENTION PLAN



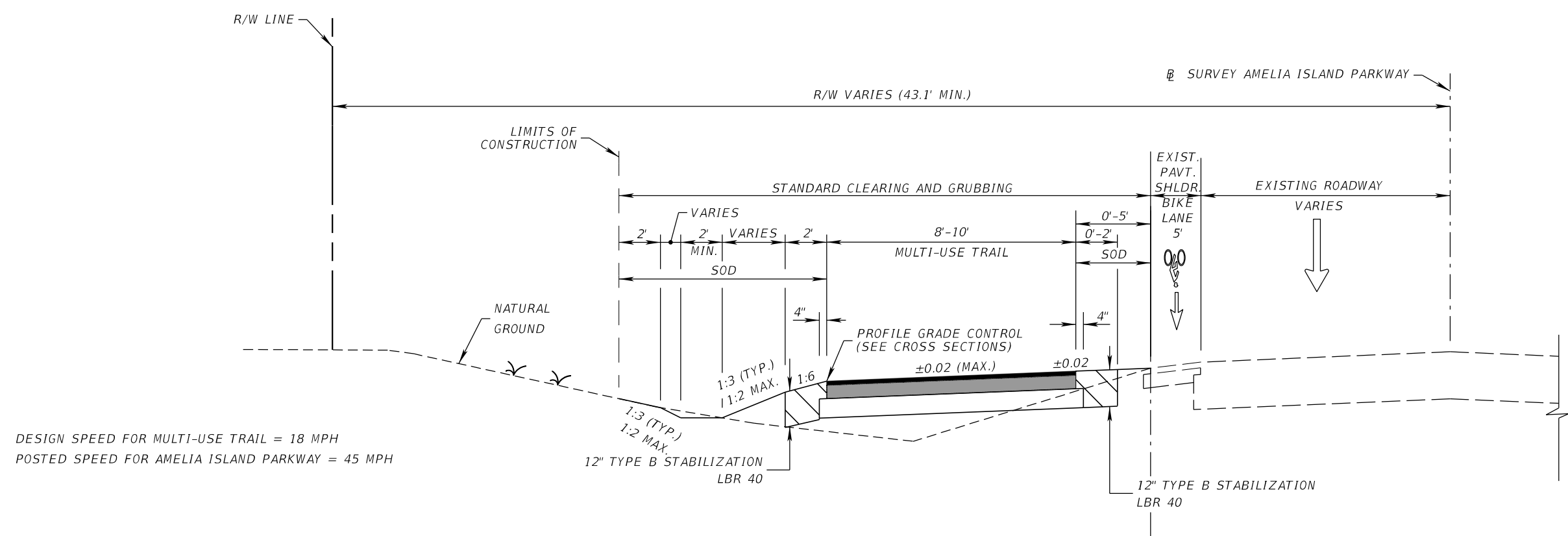
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John B Kimberly 2024.08.15 17:18:18 -04'00'
 ON THE DATE ADJACENT TO THE SEAL
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 TERRACON
 8001 BAYMEADOWS WAY, SUITE 1
 JACKSONVILLE, FLORIDA 32256.
 JOHN B. KIMBERLY IV, P.E. NO. 49866

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

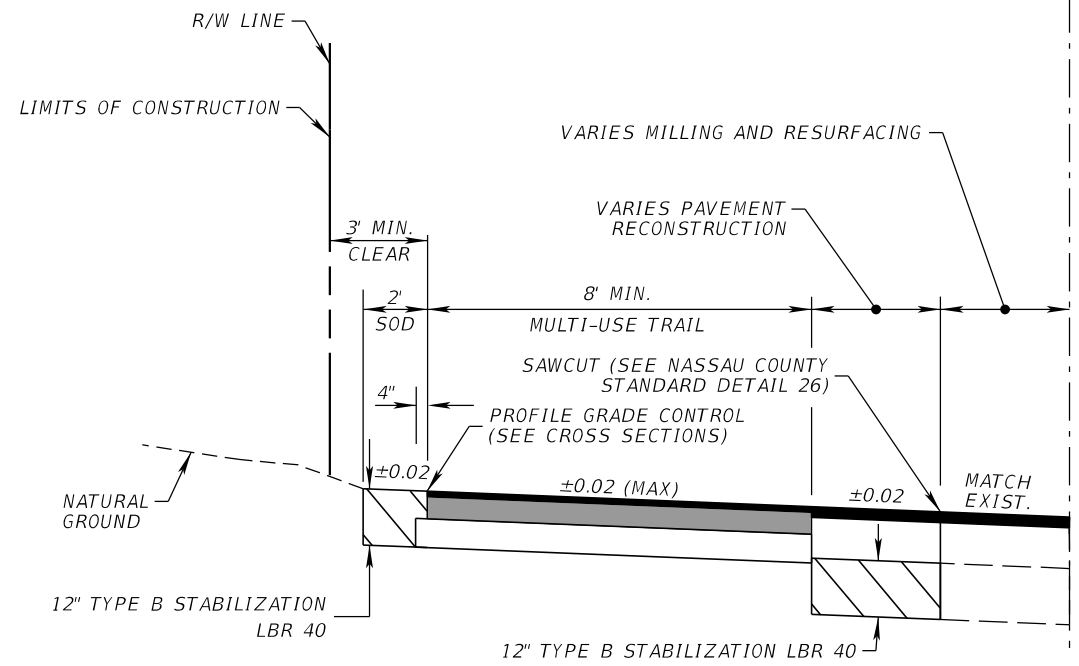
ROADWAY PLANS

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
31	SOIL SURVEY

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



DESIGN SPEED FOR MULTI-USE TRAIL = 18 MPH
 POSTED SPEED FOR AMELIA ISLAND PARKWAY = 45 MPH

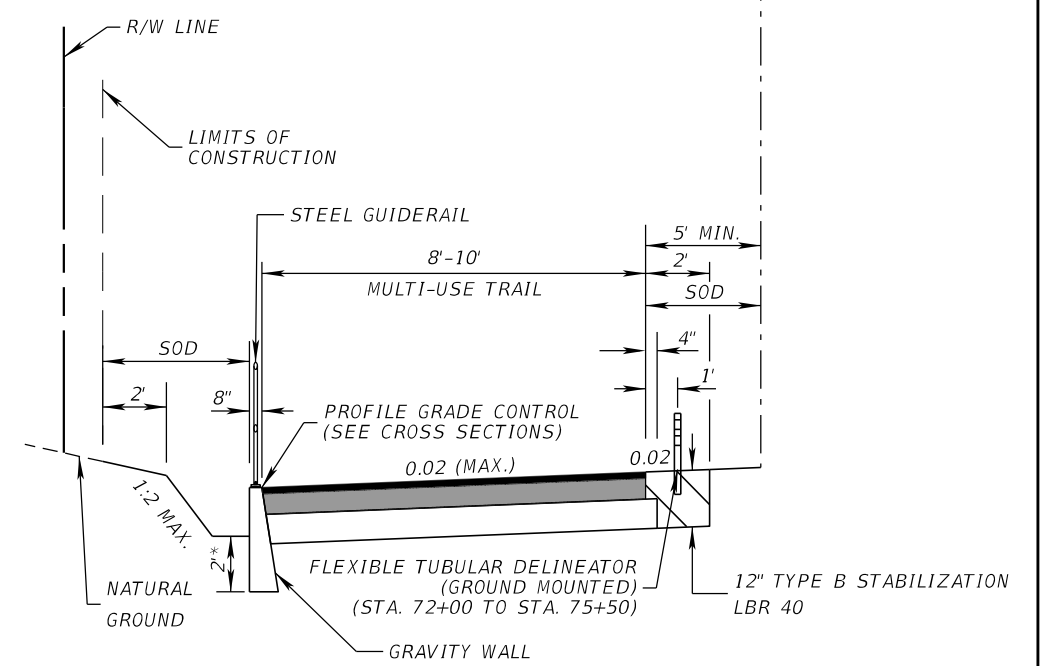


ROADWAY RECONSTRUCTION DETAIL

STA. 61+21.00 TO STA. 62+67.50
 STA. 67+05.00 TO STA. 68+80.00

TYPICAL SECTION 1
 STA. 56+27.14 TO STA. 103+00.00

- TRAIL PAVEMENT**
 OPTIONAL GRANULAR SUBBASE (4") (LBR 100) WITH
 TYPE B-12.5 BASE (4 1/2")
 AND TYPE SP STRUCTURAL COURSE (TRAFFIC A) (1 1/2")
- ROADWAY RECONSTRUCTION**
 OPTIONAL BASE GROUP 6 WITH
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 1/2") (PG 76-22)
 AND FRICTION COURSE FC-9.5 (TRAFFIC C) (1") (PG 76-22)
- MILLING**
 MILLING EXISTING ASPHALT PAVEMENT FOR (2 1/2")
- RESURFACING**
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 1/2") (PG 76-22)
 AND FRICTION COURSE FC-9.5 (TRAFFIC C) (1") (PG 76-22)



GRAVITY WALL DETAIL

STA. 62+63.97 TO STA. 66+05.09
 STA. 68+96.18 TO STA. 77+50.00
 STA. 79+90.00 TO STA. 86+00.00
 *STA. 101+21.01 TO STA. 101+80.00

*1' GRAVITY WALL EMBEDMENT (SEE STATION RANGE)

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL			DITCH BOTTOM INLETS		MANHOLES	SIDE DRAIN MITERED END SECTION	STRAIGHT CONCRETE ENDWALL	SODDING	REMARKS
						ROUND			C-MOD	E					
						18"	24"	19" X 30"	<10'	<10'	<10'	19" X 30"	24"	SY	
P	S-1	60+00.00	LT	DBI, PIPE	1			268.00	1						
F															
P	S-2	62+70.00	LT	DBI, PIPE	1			167.00	1						
F															
P	S-3	64+40.00	LT	DBI, PIPE	1			160.00	1						
F															
P	S-4	66+01.41	LT	DBI, PIPE	1			297.00	1						
F															
P	S-5	69+00.00	LT	DBI, PIPE	1			298.00	1						
F															
P	S-6	72+00.00	LT	DBI, PIPE	1			178.00	1						
F															
P	S-7	73+80.00	LT	DBI, PIPE	1			168.00	1						
F															
P	S-8	75+50.00	LT	DBI, PIPE	1			178.00	1						
F															
P	S-9	77+30.00	LT	DBI, PIPE	1			118.00	1						
F															
P	S-10	78+50.00	LT	DBI, PIPE	1			146.00	1						
F															
P	S-11	80+00.00	LT	MES	-						1		10.00		SINGLE PIPE MES (1:4)
F															
P	S-12	98+53.78	LT	ENDWALL	-							1			
F															
P	S-12A	98+53.94	LT	MH, PIPE	1	5.00	9.00			1					CONNECT TO EXIST. PIPE W/ CONCRETE JACKET, 5' BOTTOM
F															
P	S-13	100+00.00	LT	DBI, PIPE	1			143.00		1					3' SLOT ON SHORT SIDE
F															
P	S-14	102+42.62	LT	MES, PIPE	1			237.00			1		10.00		SINGLE PIPE MES (1:4)
F															
P															
F															
Summary:						5.00	9.00	2358.00	10	1	1	2	1	20.00	

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REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF DRAINAGE STRUCTURES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		4
					-	NASSAU	437335-1-58-01		

POINTS SET SEGMENT #2 AMELIA ISLAND PARKWAY

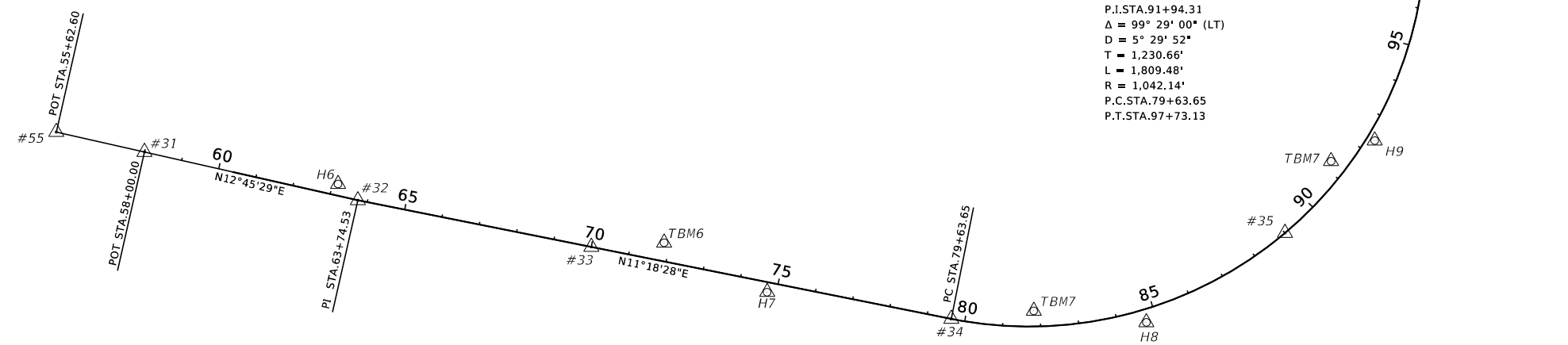


REFERENCE POINTS

STATION	NORTHING (Y)	EASTING (X)	DESCRIPTION
55+62.60	2281624.227	513818.735	SET MAG NAIL & DISK DRMP LB 2648 BASELINE POT 55+62.60
58+00.00	2281855.766	513871.161	SET MAG NAIL & DISK DRMP LB 2648 BASELINE POT 58+00
63+74.53	2282416.111	513998.037	SET MAG NAIL & DISK DRMP LB 2648 BASELINE PI 63+74.53
70+00.00	2283029.440	514120.678	SET MAG NAIL & DISK DRMP LB 2648 BASELINE POT 70+00
79+63.65	2283974.382	514309.629	SET MAG NAIL & DISK DRMP LB 2648 BASELINE PC 79+63.65
89+00.00	2284850.990	514084.031	SET MAG NAIL & DISK DRMP LB 2648 BASELINE POC 89+00
97+73.13	2285220.335	513320.897	SET MAG NAIL & DISK DRMP LB 2648 BASELINE PT 97+73.13
101+42.69	2285232.101	512951.523	SET 5/8 I.R. & ALUM. DISK DRMP LB 2648 SURVEY CONTROL POINT PC 101+42.69
103+00.00	2285226.782	512794.416	SET MAG NAIL & DISK DRMP LB 2648 BASELINE POC 103+00.00
103+22.35	2285224.354	512772.197	SET MAG NAIL & DISK DRMP LB 2648 BASELINE PT 103+22.35

P.I.STA.102+32.69
 $\Delta = 8^\circ 35' 47''$ (LT)
 $D = 4^\circ 47' 05''$
 $T = 90.00'$
 $L = 179.66'$
 $R = 1,197.47'$
 P.C.STA.101+42.69
 P.T.STA.103+22.35

P.I.STA.91+94.31
 $\Delta = 99^\circ 29' 00''$ (LT)
 $D = 5^\circ 29' 52''$
 $T = 1,230.66'$
 $L = 1,809.48'$
 $R = 1,042.14'$
 P.C.STA.79+63.65
 P.T.STA.97+73.13



LEGEND

- = MAG NAIL
- = 5/8" I.R.&C. "DRMP"
- = POURED MONUMENT
- = METAL PIPE, ROD OR BAR
- = OTHER MARKER
- PMON = POURED CONCRETE MONUMENT.
- CMON = 4"x4" CONCRETE MONUMENT.
- I.R.&C. = 5/8" IRON ROD AND CAP
- = BASELINE OF SURVEY

PROJECT CONTROL NOTE

- 1 PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 1983/2011 HORIZONTAL DATUM/ZONE. HORIZONTAL CONTROL IS BASED ON THE FLORIDA PERMANENT REFERENCE NETWORK.
- 2 ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD88). BEGIN LEVEL RUN AT NGS H326, ELEVATION = 16.54', ENDED AT FDOT CONTROL MONUMENT "7406008BM2", ELEVATION = 7.80')
- 3 THE SHOWN HEREON IS PROJECT SPECIFIC AND DOES NOT PURPORT TO REPRESENT THE OF RIGHT OF WAY.

PRIMARY HORIZONTAL CONTROL

STAMPING ID	STATION	OFFSET	ELEVATION (Z)	DESCRIPTION	NORTHING (Y)	EASTING (X)	LATITUDE	LONGITUDE
GPS3	101+37.17	35.84' RT.	N/A	SET 5/8" I.R. & C. DRMP INC. TRAV	2285267.749	512958.185	30°37'07.69"	81°27'18.98"
H6	63+14.40	30.29' LT.	N/A	SET 5/8" I.R. & C. DRMP INC. TRAV	2282364.152	513955.216	30°36'38.99"	81°27'07.43"
H7	74+75.81	25.97' RT.	N/A	SET 5/8" I.R. & C. DRMP INC. TRAV	2283490.920	514239.444	30°36'50.16"	81°27'04.23"
H8	84+72.15	34.04' RT.	N/A	SET 5/8" I.R. & C. DRMP INC. TRAV	2284487.056	514318.784	30°37'00.02"	81°27'03.37"
H9	92+35.96	21.26' RT.	N/A	SET 5/8" I.R. & C. DRMP INC. TRAV	2285086.807	513841.083	30°37'05.94"	81°27'08.87"

PRIMARY VERTICAL CONTROL

STAMPING ID	STATION	OFFSET	ELEVATION (Z)	DESCRIPTION	NORTHING (Y)	EASTING (X)	LATITUDE	LONGITUDE
TBM6	71+85.16	48.37' LT.	15.97'	SET 5/8" I.R. & C. DRMP INC. TRAV	2283220.495	514109.554	30°36'47.47"	81°27'05.71"
TBM7	81+82.25	41.34' LT.	12.70'	SET 5/8" I.R. & C. DRMP INC. TRAV	2284191.136	514288.439	30°36'57.09"	81°27'03.70"
TBM8	91+25.25	42.70' LT.	11.32'	SET 5/8" I.R. & C. DRMP INC. TRAV	2284972.227	513895.367	30°37'04.80"	81°27'08.24"
TBM9	101+68.65	21.34' RT.	15.73'	SET SQUARE CUT	2285253.985	512925.786	30°37'07.55"	81°27'19.35"

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<h2 style="margin: 0;">PROJECT CONTROL</h2>	SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						NASSAU	437335-1-58-01		

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

GENERAL NOTES:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:
THOMAS P. TRACZ, P.S.M
P.S.M. NO.: 6039
DRMP, INC.
8001 BELFORT PARKWAY, SUITE 200
JACKSONVILLE, FL 32256
3. ALL ITEMS CALLED OUT IN THE PLANS SHOULD BE CONSTRUCTED PER THE FDOT STANDARD PLANS INDEXES AND FDOT STANDARD SPECIFICATION UNLESS OTHERWISE NOTED.
4. USE CLASS III REINFORCED CONCRETE PIPE, CONSTRUCTED WITHOUT LIFT-HOLES, FOR ALL PROPOSED DRAINAGE PIPES, UNLESS NOTED OTHERWISE IN THE PLANS.
5. THE CONTRACTOR MUST COORDINATE ALL CONSTRUCTION ENTRANCES WITH THE CEI AND COUNTY TO AVOID UNNECESSARY SHOULDER DAMAGE AND THAT ALL DAMAGE TO THE SHOULDER WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AT THEIR OWN COST.
6. THE CONTRACTOR IS TO VIDEO RECORD THE PROJECT AREA PRIOR TO CONSTRUCTION AND PROVIDE RECORDING TO NASSAU COUNTY PRIOR TO COMMENCEMENT.
7. ALL DISTURBED AREAS SHALL BE SODDED WITH BERMUDA SOD.
8. DETECTABLE WARNINGS WITHIN NASSAU COUNTY RIGHT OF WAY SHALL BE YELLOW AND PLACED WHEN THE CONCRETE IS STILL WET.
9. CLEARING AND GRUBBING SHALL BE LIMITED TO THE AREA SHOWN ON THE TYPICAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ALL ADDITIONAL DISTURBED AREA AT NO ADDITIONAL COST
10. ANY DAMAGE TO EXISTING TOPOGRAPHIC FEATURES CAUSED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES NOT SPECIFICALLY RELATED TO THE SCOPE OF WORK, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
11. EXCAVATED MATERIAL BELONGS TO THE CONTRACTOR AT THE TIME OF EXCAVATION, AND MAY BE USED TO OFFSET BORROW REQUIREMENTS. TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION, AND LEAST 48 HOURS BEFORE REQUIRING OBSERVATION ON ALL PHASES OF WORK.
13. ANY PUBLIC LAND CORNER OR MONUMENT WITHIN THE PROJECT LIMITS IS TO BE PROTECTED
14. THE CONTRACTOR SHALL REMOVE ALL UNSALVAGEABLE MATERIAL AND YARD WASTE IMMEDIATELY AND DISPOSED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL ORDINANCES.
15. NO TREE GREATER THAN 4-INCHES IN DIAMETER IS ANTICIPATED TO BE WITHIN THE LIMITS OF CONSTRUCTION. NOTIFY THE ENGINEER IN THE EVENT THAT ANY TREE GREATER THAN 4-INCHES IN DIAMETER IS ENCOUNTERED WITHIN THE LIMITS OF CONSTRUCTION. SAWCUT ROOTS WHEN ENCOUNTERED.
16. STAGING IS NOT PERMITTED WITHIN NASSAU COUNTY RIGHT OF WAY.
17. USE FDOT STANDARD PLANS INDEX NO. 515-080 FOR ALL GUIDERAIL INSTALLATION.

UTILITY NOTES:

1. THE LOCATION(S) 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.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND TO DETERMINE IF OTHER UTILITIES WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK, AND TO TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION. ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE.
3. UTILITY/AGENCY OWNERS:

<u>COMPANY</u>	<u>CONTACT</u>	<u>TELEPHONE NUMBERS</u>
COMCAST	JAMES GRAHAM	(904) 380-6341
CITY OF FERNANDINA BEACH (WATER/SEWER)	ANDRE DESILET	(904) 310-3431
FLORIDA PUBLIC UTILITIES COMPANY (GAS)	COLIN DUNN	(386) 785-4554
FLORIDA PUBLIC UTILITIES COMPANY (ELEC.)	KEVIN WALZ	(904) 430-4735
AT&T DISTRIBUTION	PK PATEL	(904) 699-4976
4. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, INC., TWO (2) BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.
5. ALL UNDERGROUND UTILITIES, OR APPROPRIATE CONDUIT SLEEVES, THAT ARE TO BE INSTALLED UNDER PAVEMENT MUST BE INSTALLED PRIOR TO PREPARATION OF THE SUBGRADE FOR PAVEMENT.
6. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

SIGNING AND PAVEMENT MARKING NOTES:

1. SIGNING AND PAVEMENT MARKINGS SHALL BE IN COMPLIANCE WITH NASSAU COUNTY STANDARDS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND FDOT STANDARD PLANS INDEXES.
2. ALL PAVEMENT MARKINGS SHALL BE STANDARD PAINTED PAVEMENT MARKINGS UNLESS OTHERWISE INDICATED IN THE PLANS AS THERMOPLASTIC.
3. ALL EXISTING SIGNS ARE TO REMAIN UNLESS NOTED OTHERWISE IN THE PLANS.
4. ANY EXISTING SIGN THAT IS DISTURBED DURING CONSTRUCTION OR RELOCATED SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION. COST OF THIS WORK SHALL BE REFLECTED IN THE SIGN RELOCATION ITEM.
5. SIGNS INTENDED FOR TRAIL ARE TO BE MOUNTED AT A HEIGHT OF EIGHT FEET (8') TO THE BOTTOM EDGE OF THE PANEL.

PAY ITEM NOTES:

- | | |
|-----------|--|
| 102- 1 | INCLUDES ALL TEMPORARY TRAFFIC CONTROL SIGNS, LOW-PROFILE BARRIER, PAVEMENT MARKINGS, DEVICES, AND INCIDENTALS FOR ALL TTC PHASES OF WORK AND TEMPORARY DETOURS. |
| 110- 1- 1 | INCLUDES A MINIMUM 10-FOOT VERTICAL CLEARANCE OVER THE ENTIRE TRAIL WALKING SURFACE. |
| 120- 1 | INCLUDES DITCH BLOCK. |
| 120- 6 | INCLUDES DITCH BLOCK. |
| 285- 706 | INCLUDES 12 INCH MINIMUM WIDTH OVERLAY PER NASSAU COUNTY SAWCUT STANDARD DETAIL NO. 26. |
| 285- 710 | INCLUDES 4 INCH OVERLAP OF OPTIONAL GRANULAR SUBBASE FROM TYPE B-12.5 BASE. |

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<h2 style="margin: 0;">GENERAL NOTES</h2>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		6
					-	NASSAU	437335-1-58-01		

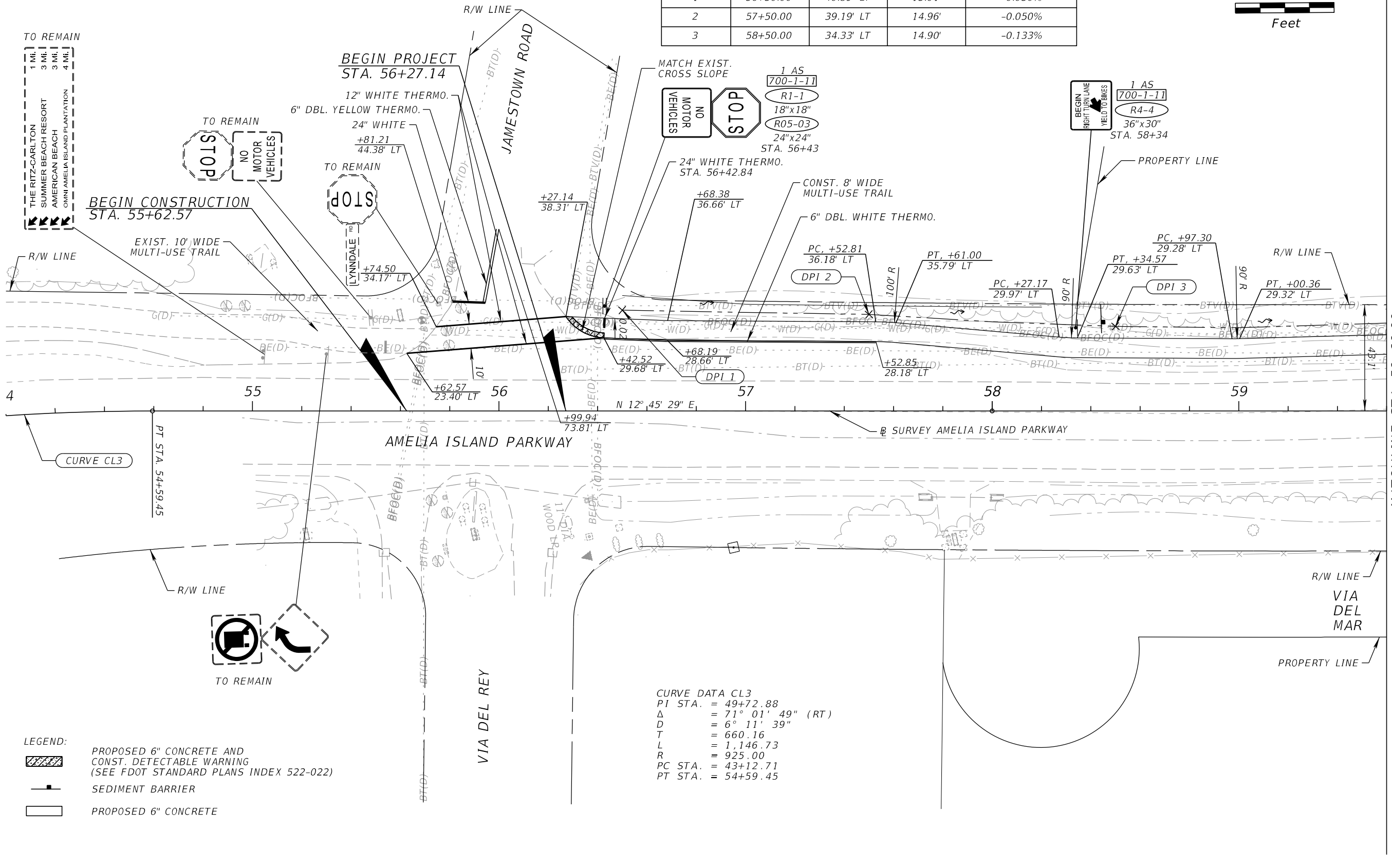
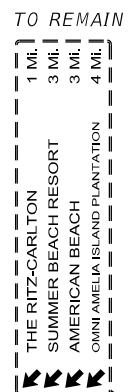
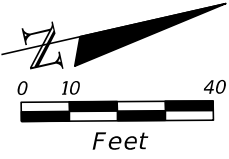
NASSAU COUNTY GENERAL NOTES:

1. ALL WORK, MATERIALS, AND TESTING PERFORMED WITHIN NASSAU COUNTY RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CURRENT REVISION OF NASSAU COUNTY'S ORDINANCE 99-17 AND ALL CURRENT NASSAU COUNTY STANDARD DETAILS.
2. PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 6.2.4, SITE SHALL BE CONSTRUCTED PER APPROVED CONSTRUCTION DRAWINGS. ANY SUBSTANTIAL DEVIATION SHALL BE CONCURRENTLY REVIEWED BY ENGINEER OF RECORD AND NASSAU COUNTY DEVELOPMENT REVIEW COMMITTEE PRIOR TO FIELD CHANGES.
3. A PRE-CONSTRUCTION MEETING WITH NASSAU COUNTY ENGINEERING SERVICES CONSTRUCTION INSPECTOR IS REQUIRED. ATTENDEES SHALL BE NASSAU COUNTY, ENGINEER OF RECORD, CONTRACTOR, TESTING FIRM, PAVING FIRM, AND UTILITY COMPANIES PER NASSAU COUNTY ORDINANCE 99-17 SECTION 7.2.3. NASSAU COUNTY MAY CANCEL PRE-CONSTRUCTION MEETING IF ATTENDEE LIST IS INADEQUATE. NASSAU COUNTY ENGINEERING SERVICES CAN BE REACHED AT 904-530-6225.
4. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK WITH THE APPROPRIATE NASSAU COUNTY CONSTRUCTION INSPECTOR ASSIGNED TO THE PROJECT PER NASSAU COUNTY ORDINANCE 99-17 SECTION 7.2.
5. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES TO HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT.
6. PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 7.4.1, AT THE TIME OF FINAL INSPECTION, GRASSING SHALL BE A MINIMUM OF SEVENTY PERCENT COVERAGE AND FULLY ESTABLISHED AND/OR SODDING TO BE ONE HUNDRED PERCENT COVERAGE AND STABILIZED.
7. NO WORK SHALL BE PERMITTED BETWEEN THE HOURS OF 7:00 PM - 7:00AM WITHOUT PRIOR APPROVAL FROM NASSAU COUNTY ENGINEERING SERVICES.
8. ALL TREES REQUIRED TO BE PROTECTED SHALL BE FLAGGED FOR PROTECTION PRIOR TO CLEARING.
9. ANY DAMAGES (SIDEWALK, CURB, ASPHALT, DITCH GRADING, ET CETERA) WITHIN PUBLIC RIGHT-OF-WAY SHALL BE REPAIRED OR REPLACED IN ACCORDANCE WITH NASSAU COUNTY SPECIFICATIONS. PROPOSED REPAIR METHOD SHALL BE APPROVED BY NASSAU COUNTY ENGINEERING SERVICES.
10. ANY ASPHALT MILLINGS FROM NASSAU COUNTY RIGHT-OF-WAY SHALL BE DELIVERED TO THE ROAD DEPARTMENT LAYDOWN YARD LOCATED ON GENE LASSERRE BOULEVARD OR PEA FARM ROAD. PLEASE CONTACT THE ROAD DEPARTMENT AT (904) 530-6175.
11. PER NASSAU COUNTY ORDINANCE 99-17 SECTION 7.4.2 AND 7.4.4, AS-BUILT DRAWINGS SHALL BE SUBMITTED TO NASSAU COUNTY BEFORE A FINAL INSPECTION CAN BE SCHEDULED. AS-BUILTS SUBMITTALS WILL BE IN ACCORDANCE WITH NASSAU COUNTY AS-BUILT REQUIREMENT CHECKLIST. AS-BUILT DRAWINGS SHALL BE CERTIFIED BY REQUIRED LICENSED SURVEYOR AND APPROVED BY ENGINEER OF RECORD.
12. ALL STORMWATER DRAINAGE FACILITIES WITHIN PUBLIC RIGHT-OF-WAY AND PAVED AREAS, INCLUDING NASSAU COUNTY RIGHT-OF-WAY, TURN LANES, RESIDENTIAL ROADWAYS, DRIVE AISLES FOR MULTI-FAMILY DEVELOPMENTS, AND MAJOR DRIVE AISLES FOR COMMERCIAL DEVELOPMENTS SHALL BE LASER PROFILED PER FDOT STANDARD SPECIFICATION SECTION 430.
13. DRAINAGE EASEMENTS AND DITCHES SHOULD REMAIN FREE OF STOCKPILED SOIL, SEDIMENT, MUD, CONSTRUCTION MATERIALS/WASTE, ET CETERA AT ALL TIMES. POSITIVE STORMWATER FLOW MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.
14. THE CONTRACTOR SHALL TEMPORARILY OR PERMANENTLY STABILIZE BARE SOIL AREAS AND SOIL STOCKPILES WHEN THE AREA IS INACTIVE FOR FOURTEEN DAYS OR MORE OR HAS REACHED FINISHED GRADE.
15. PER ORDINANCE 99-17 SECTION 10.6.5.1, IMMEDIATELY INSTALL ADDITIONAL EROSION PROTECTION SEDIMENT CONTROL MEASURES IF SEDIMENT IS LEAVING YOUR SITE. FAILURE TO CONTAIN SEDIMENT TO YOUR SITE MAY RESULT IN DELAYED INSPECTIONS, NOTICES OF VIOLATION, CITATIONS, FINES, PENALTIES, AND/OR STOP WORK ORDERS.
16. A PRE-PAVE MEETING IS REQUIRED PRIOR TO ANY PAVING OPERATIONS WITHIN NASSAU COUNTY RIGHT-OF-WAY.
17. CONTRACTOR IS REQUIRED TO HAVE A CERTIFIED QC ASPHALT LEVEL II TECHNICIAN DURING ANY ASPHALT OPERATIONS WITHIN NASSAU COUNTY RIGHT-OF-WAY.
18. ALL BASES SHALL BE PRIMED IN ACCORDANCE WITH ORDINANCE 99-17 SECTION 11.5.2.3, NASSAU COUNTY STANDARD DETAILS, AND FDOT STANDARD SPECIFICATIONS.
19. REMOVING PAVEMENT MARKINGS WITHIN NASSAU COUNTY RIGHT-OF-WAY SHALL BE:
 - a. GRINDING OR HYDRO-BLASTING ON WEATHERED ASPHALT SURFACES.
 - b. HYDRO-BLASTING ONLY ON NEW ASPHALT SURFACES.
 - c. PAINT BLACKOUT IS PROHIBITED.
20. PER ORDINANCE 99-17 SECTION 8.5.5, ANY DAMAGE TO PAVEMENT RESULTING FROM CONSTRUCTION OR PAVEMENT MARKING REMOVAL WITHIN PUBLIC RIGHT-OF-WAY NOT PLANNED AS PART OF THE PROJECT SHALL BE MILLED AND OVERLAID FOR ENTIRE WIDTH OF ROADWAY AND LENGTH OF DAMAGE PLUS 50' IN EACH DIRECTION.
21. ALL CONCRETE SHALL BE A MINIMUM OF 3000 PSI WITHIN PUBLIC RIGHT-OF-WAY.

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REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						NASSAU	437335-1-58-01		

SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
1	56+50.00	40.89' LT	15.01'	-0.050%
2	57+50.00	39.19' LT	14.96'	-0.050%
3	58+50.00	34.33' LT	14.90'	-0.133%



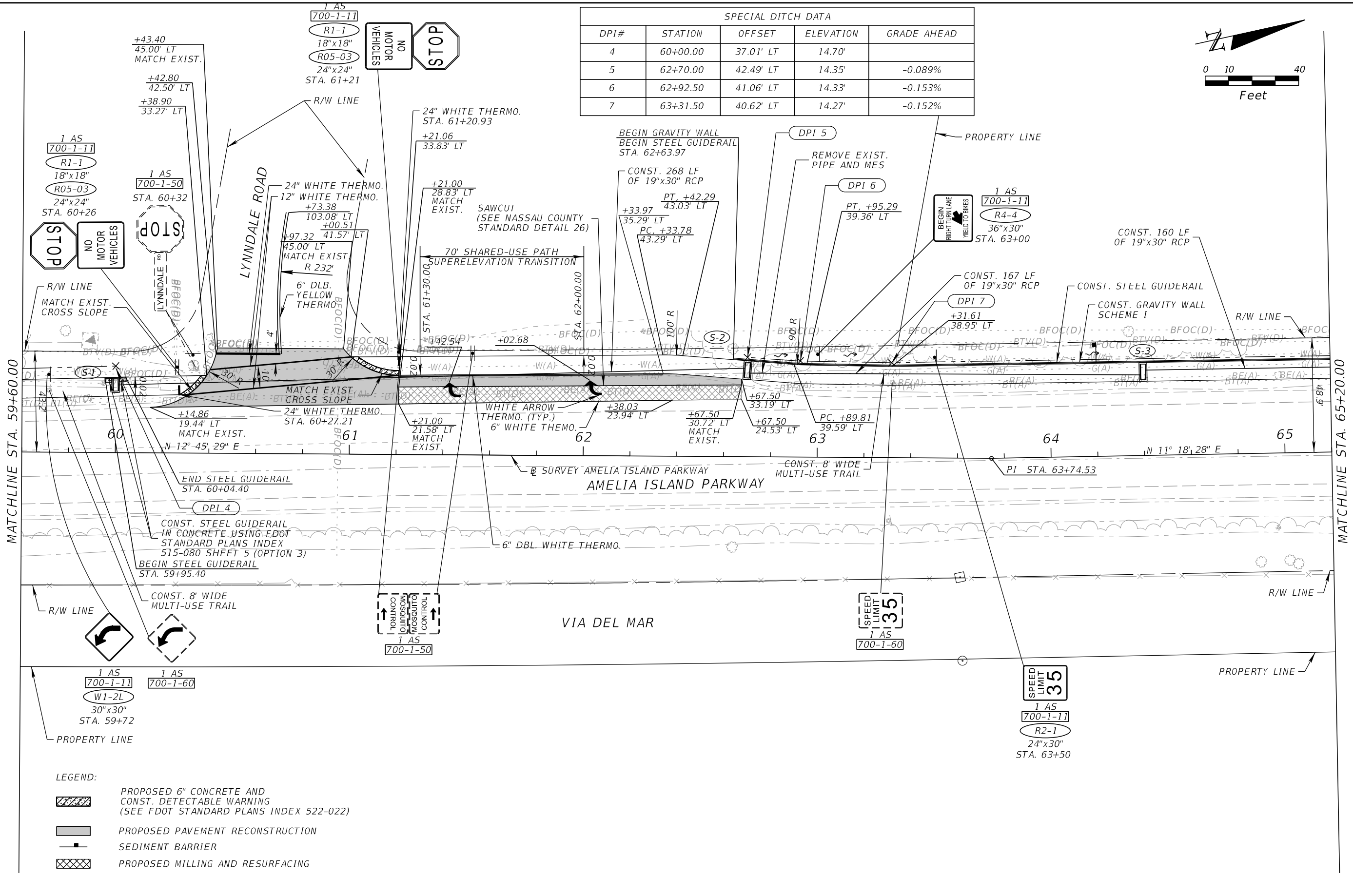
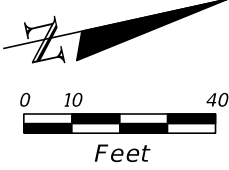
- LEGEND:
- PROPOSED 6" CONCRETE AND CONST. DETECTABLE WARNING (SEE FDOT STANDARD PLANS INDEX 522-022)
 - SEDIMENT BARRIER
 - PROPOSED 6" CONCRETE

CURVE DATA CL3
 PI STA. = 49+72.88
 Δ = 71° 01' 49" (RT)
 D = 6° 11' 39"
 T = 660.16
 L = 1,146.73
 R = 925.00
 PC STA. = 43+12.71
 PT STA. = 54+59.45

MATCHLINE STA. 59+60.00

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	PLAN (1)	

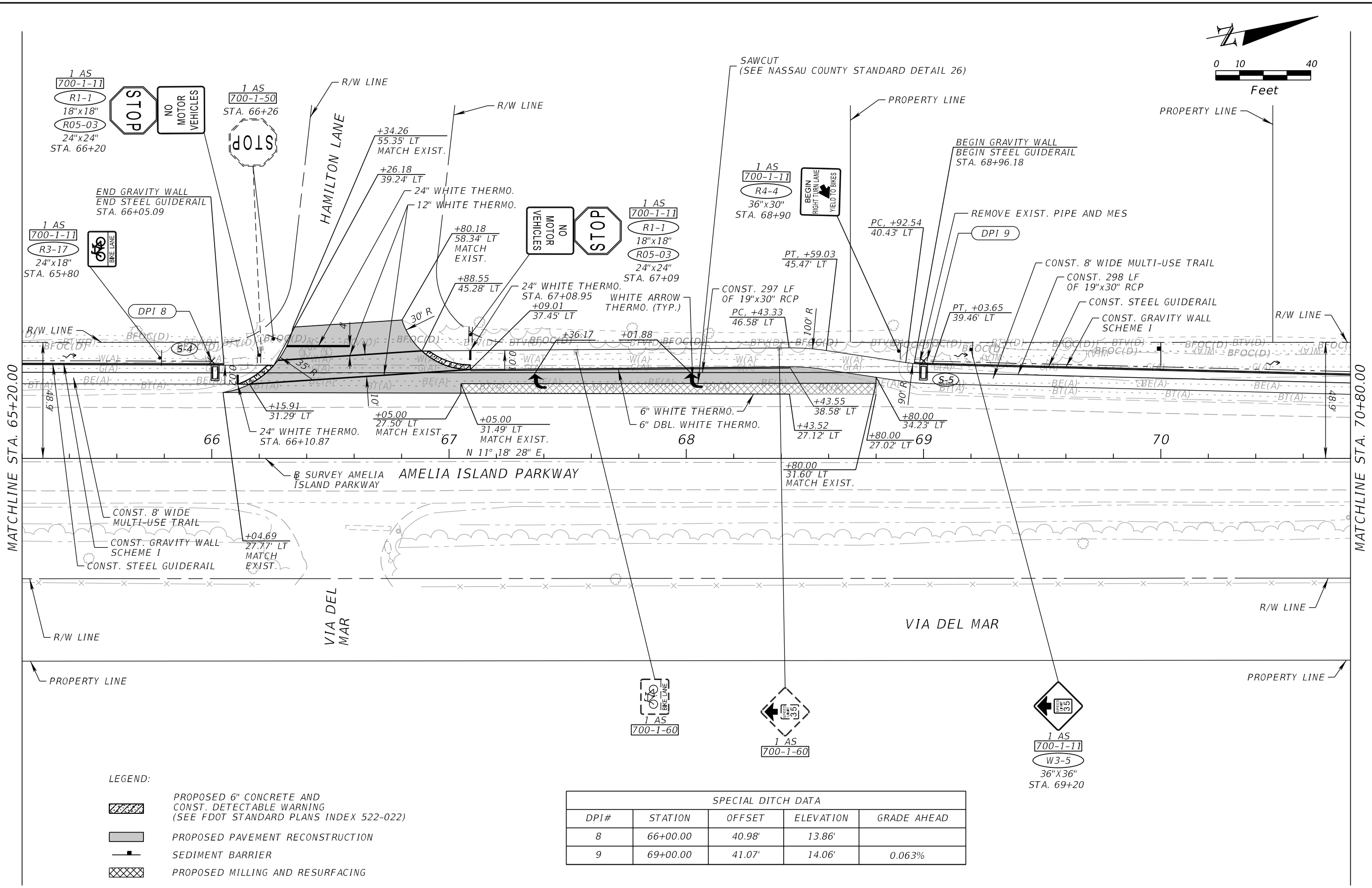
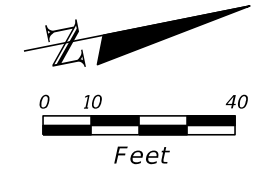
SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
4	60+00.00	37.01' LT	14.70'	
5	62+70.00	42.49' LT	14.35'	-0.089%
6	62+92.50	41.06' LT	14.33'	-0.153%
7	63+31.50	40.62' LT	14.27'	-0.152%



- LEGEND:**
- PROPOSED 6" CONCRETE AND CONST. DETECTABLE WARNING (SEE FDOT STANDARD PLANS INDEX 522-022)
 - PROPOSED PAVEMENT RECONSTRUCTION
 - SEDIMENT BARRIER
 - PROPOSED MILLING AND RESURFACING

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	PLAN (2)	

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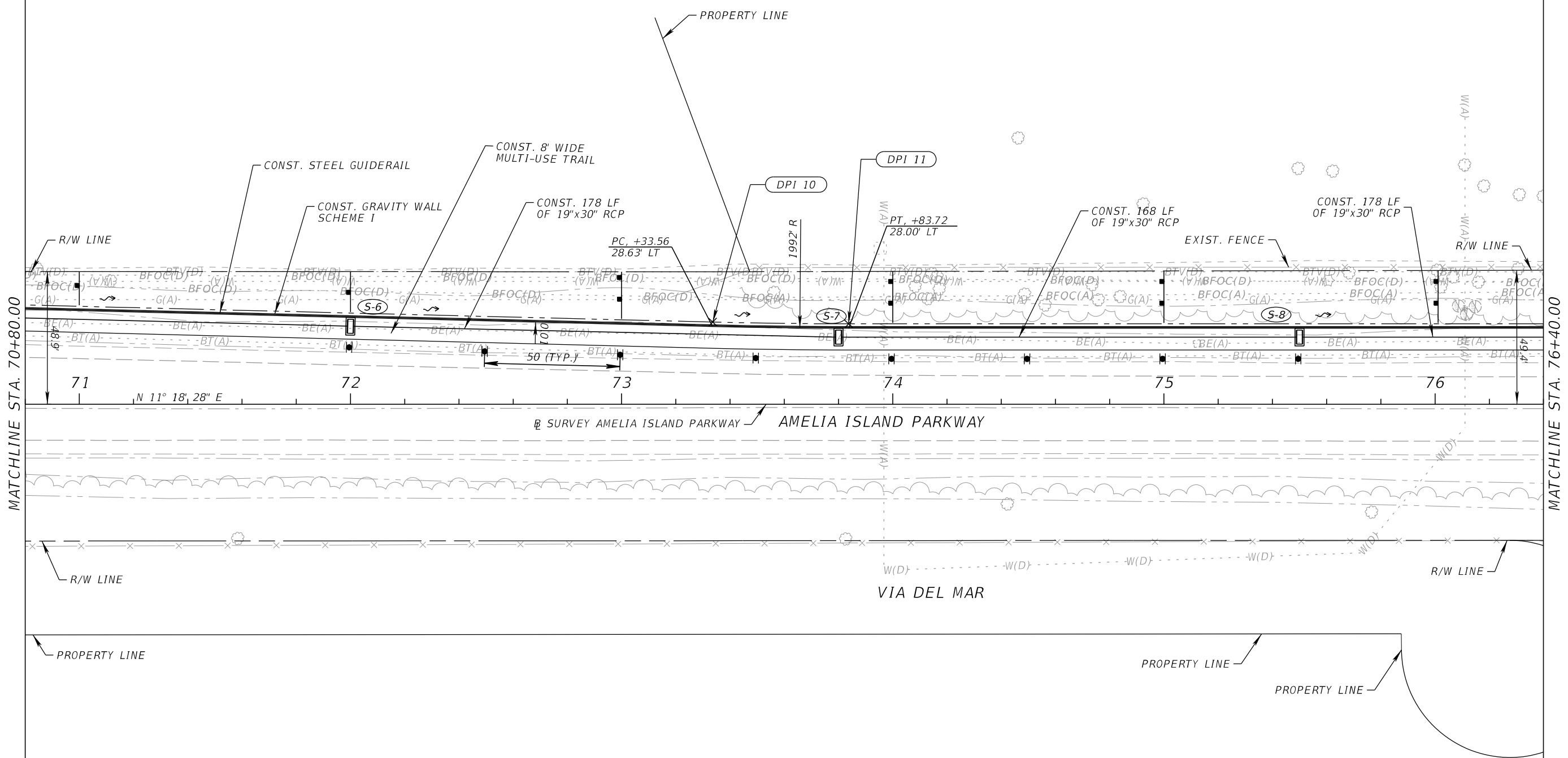
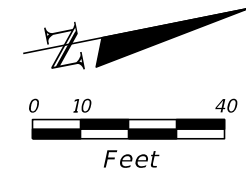


- LEGEND:**
- PROPOSED 6" CONCRETE AND CONST. DETECTABLE WARNING (SEE FDOT STANDARD PLANS INDEX 522-022)
 - PROPOSED PAVEMENT RECONSTRUCTION
 - SEDIMENT BARRIER
 - PROPOSED MILLING AND RESURFACING

SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
8	66+00.00	40.98'	13.86'	
9	69+00.00	41.07'	14.06'	0.063%

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	PLAN (3)	

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

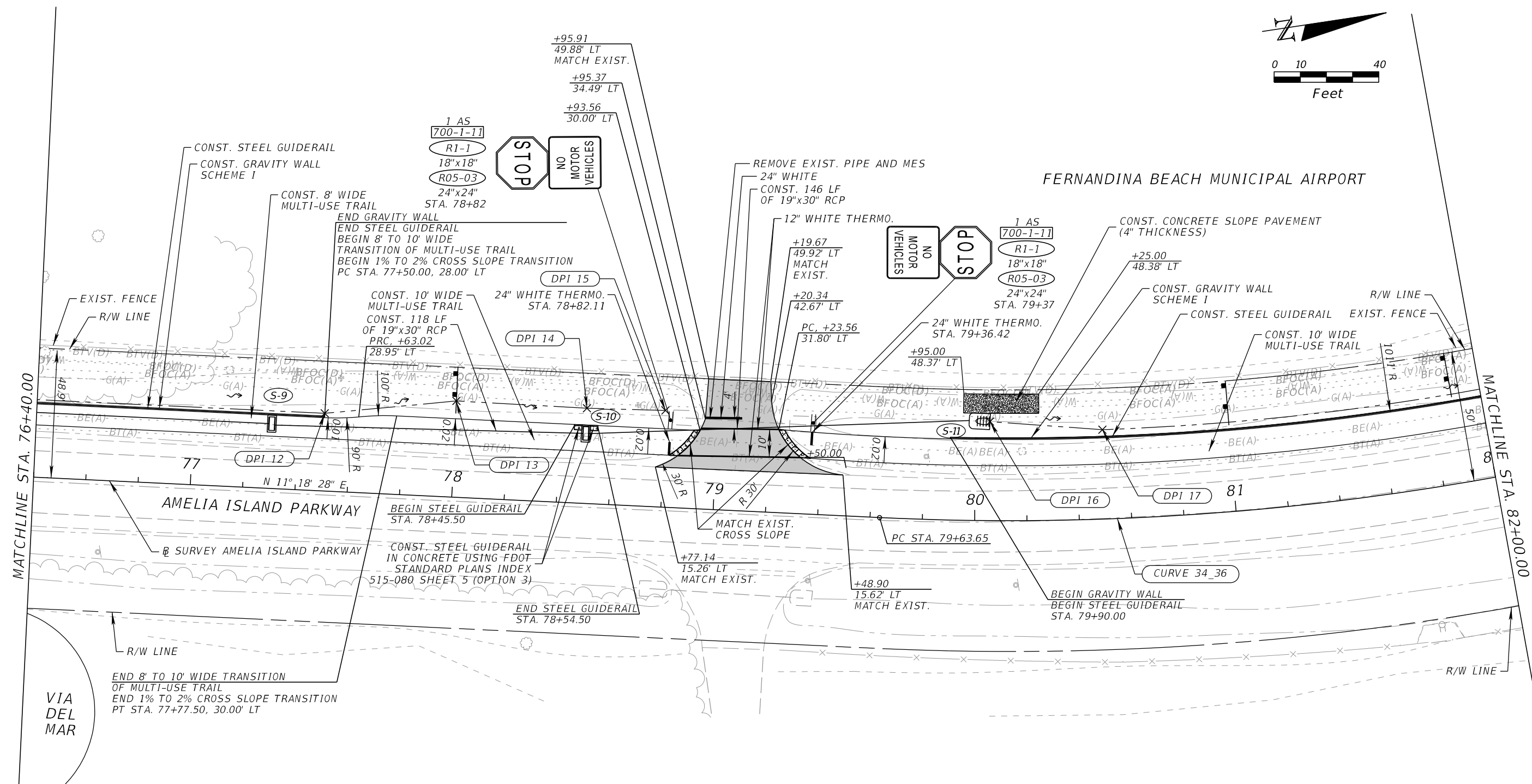
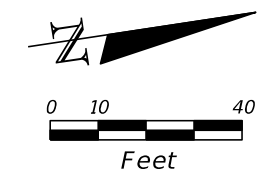


SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
10	73+30.00	30.30' LT	13.79'	-0.060%
11	73+80.00	29.67' LT	13.76'	-0.095%

- LEGEND:
- SEDIMENT BARRIER
 - FLEXIBLE TUBULAR DELINEATOR (SEE SPECAIL DETAIL SHEET 30)

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	PLAN (4)	

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- LEGEND:**
- PROPOSED 6" CONCRETE AND CONST. DETECTABLE WARNING (SEE FDOT STANDARD PLANS INDEX 522-022)
 - PROPOSED PAVEMENT RECONSTRUCTION
 - SEDIMENT BARRIER

CURVE DATA 34 36
 PI STA. = 91+94.31
 Δ = 99° 29' 00" (LT)
 D = 5° 29' 52"
 T = 1,230.66
 L = 1,809.48
 R = 1,042.14
 PC STA. = 79+63.65
 PT STA. = 97+73.13

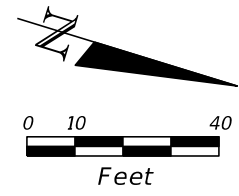
SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
12	77+50.00	29.67' LT	13.41'	-0.080%
13	78+00.00	36.79' LT	13.37'	-0.010%
14	78+50.00	36.41' LT	13.32'	-0.267%
15	78+80.00	37.00' LT	13.40'	
16	80+05.56	37.84' LT	10.68'	-0.068%
17	80+50.00	34.17' LT	10.65'	-0.050%

FERNANDINA BEACH GOLF CLUB

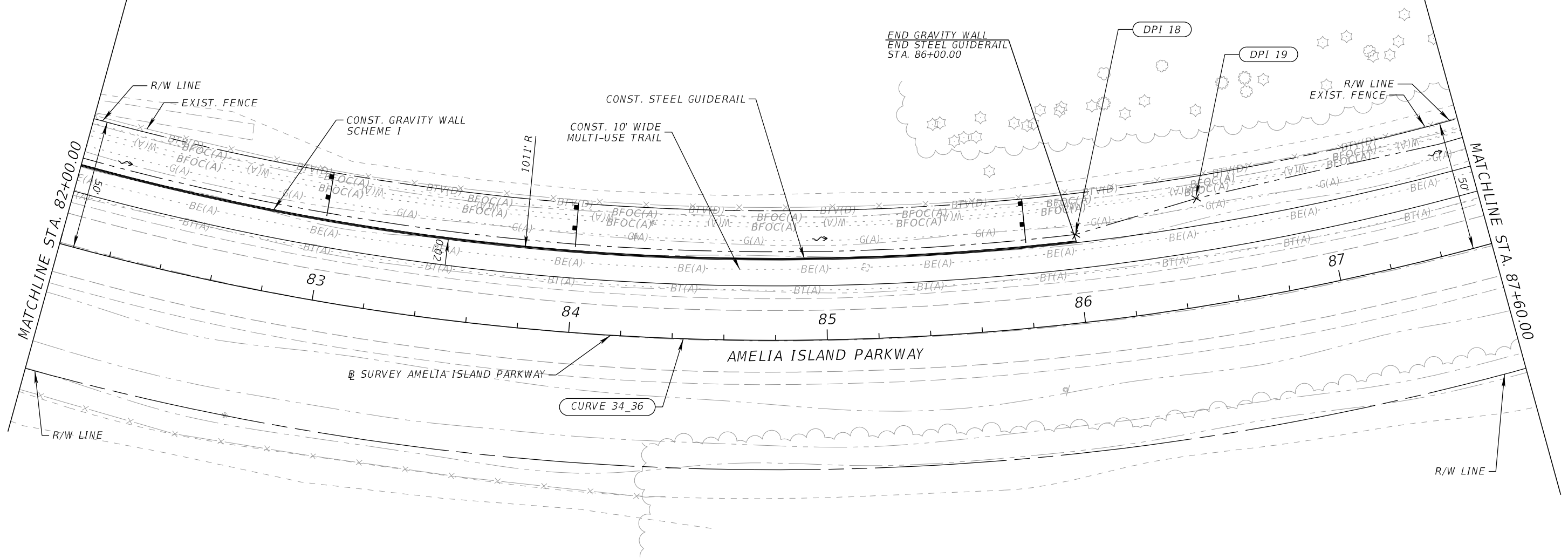
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 12
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	PLAN (5)	

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

CURVE DATA 34_36
 PI STA. = 91+94.31
 Δ = 99° 29' 00" (LT)
 D = 5° 29' 52"
 T = 1,230.66
 L = 1,809.48
 R = 1,042.14
 PC STA. = 79+63.65
 PT STA. = 97+73.13



FERNANDINA BEACH MUNICIPAL AIRPORT



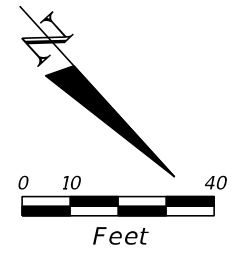
FERNANDINA BEACH GOLF CLUB

LEGEND:
 SEDIMENT BARRIER

SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
18	86+00.00	34.17' LT	10.38'	-0.060%
19	86+50.00	41.48' LT	10.35'	-0.050%

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

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

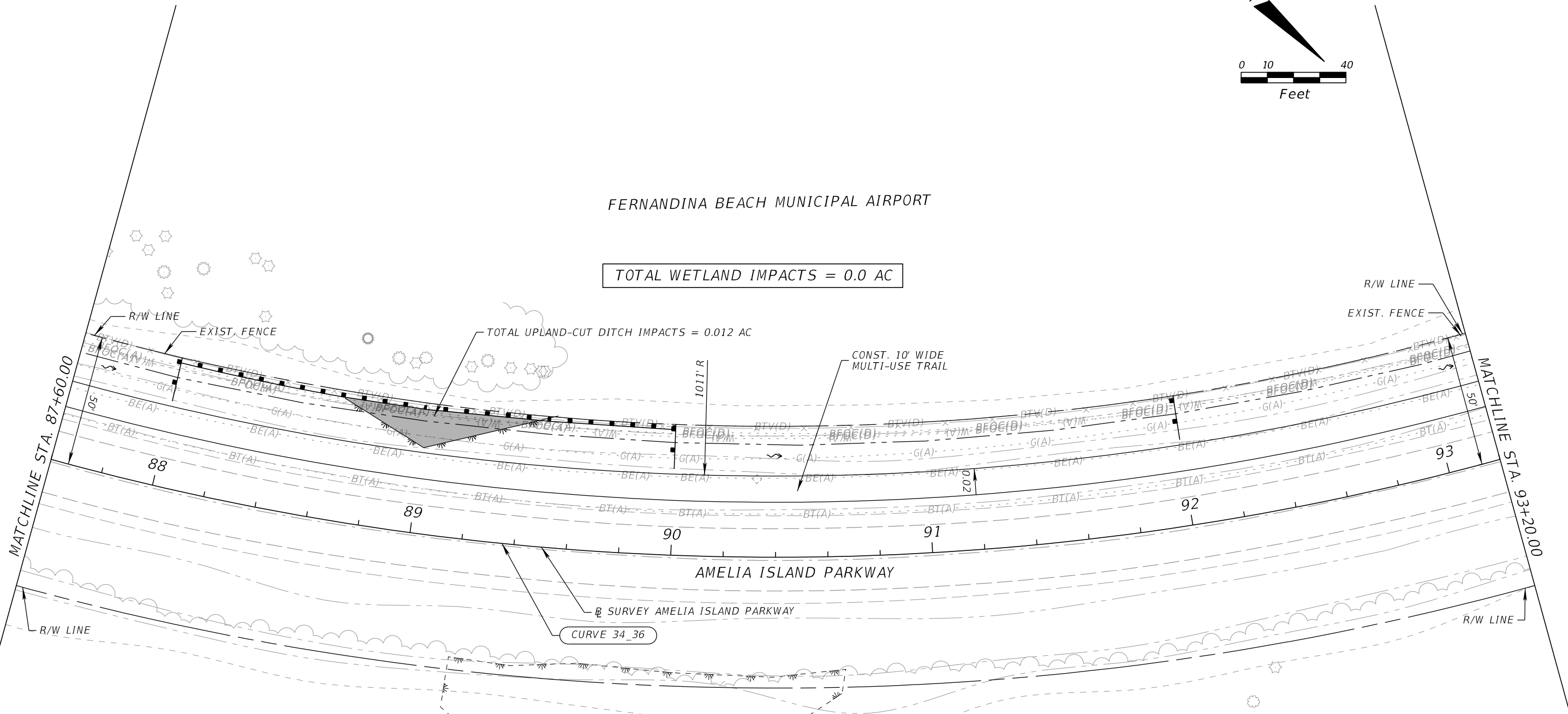


FERNANDINA BEACH MUNICIPAL AIRPORT

TOTAL WETLAND IMPACTS = 0.0 AC

TOTAL UPLAND-CUT DITCH IMPACTS = 0.012 AC

CONST. 10' WIDE MULTI-USE TRAIL



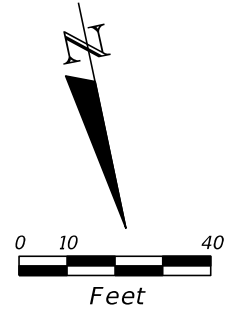
- LEGEND:
- WETLAND LINE
 - SEDIMENT BARRIER
 - UPLAND-CUT DITCH IMPACTS

CURVE DATA 34 36
 PI STA. = 91+94.31
 Δ = 99° 29' 00" (LT)
 D = 5° 29' 52"
 T = 1,230.66
 L = 1,809.48
 R = 1,042.14
 PC STA. = 79+63.65
 PT STA. = 97+73.13

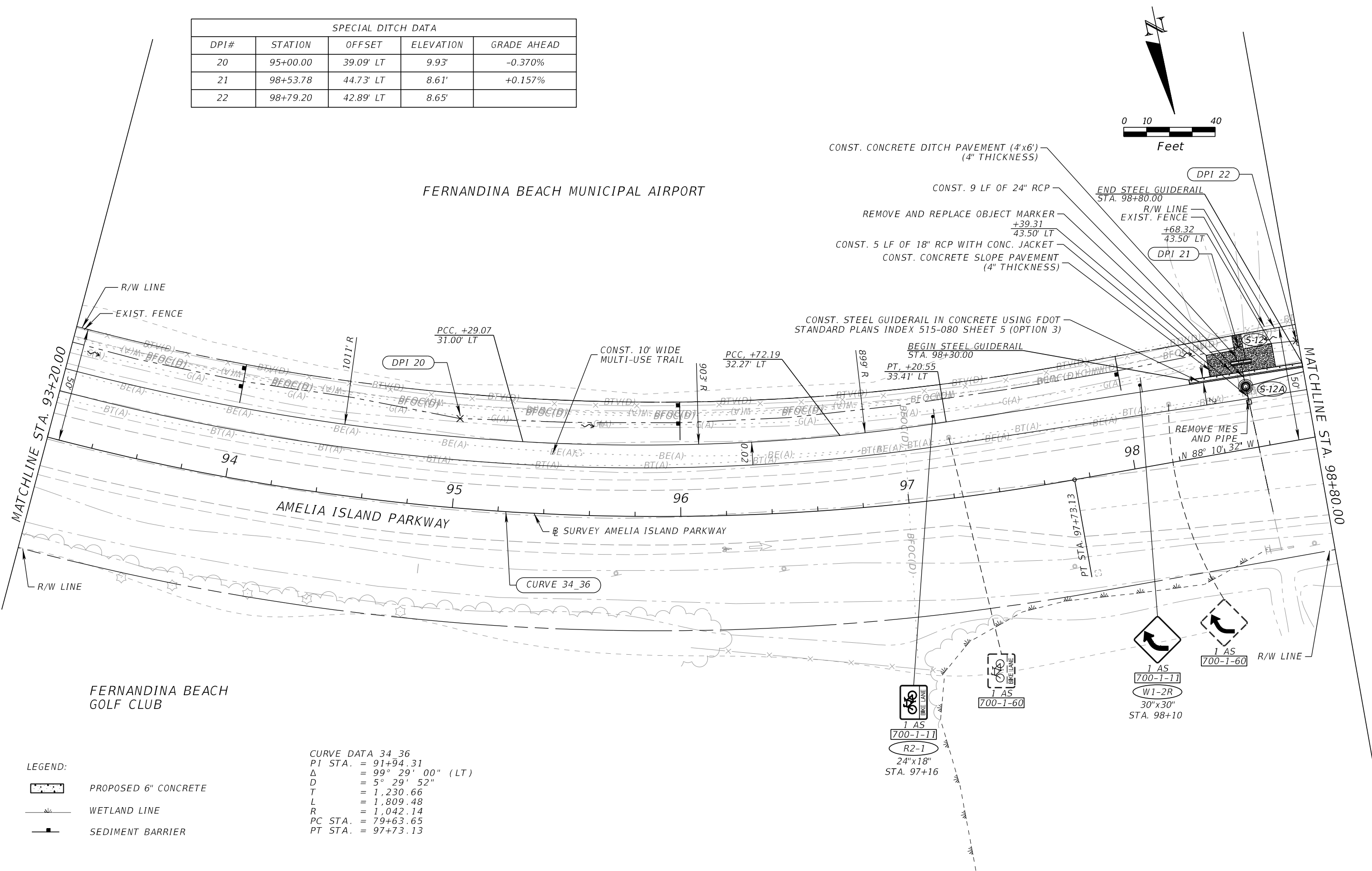
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN (7)	SHEET NO. 14
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					-	NASSAU	437335-1-58-01		

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

SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
20	95+00.00	39.09' LT	9.93'	-0.370%
21	98+53.78	44.73' LT	8.61'	+0.157%
22	98+79.20	42.89' LT	8.65'	



FERNANDINA BEACH MUNICIPAL AIRPORT



FERNANDINA BEACH GOLF CLUB

LEGEND:

- PROPOSED 6" CONCRETE
- WETLAND LINE
- SEDIMENT BARRIER

CURVE DATA 34_36
 PI STA. = 91+94.31
 Δ = 99° 29' 00" (LT)
 D = 5° 29' 52"
 T = 1,230.66
 L = 1,809.48
 R = 1,042.14
 PC STA. = 79+63.65
 PT STA. = 97+73.13

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	PLAN (8)	

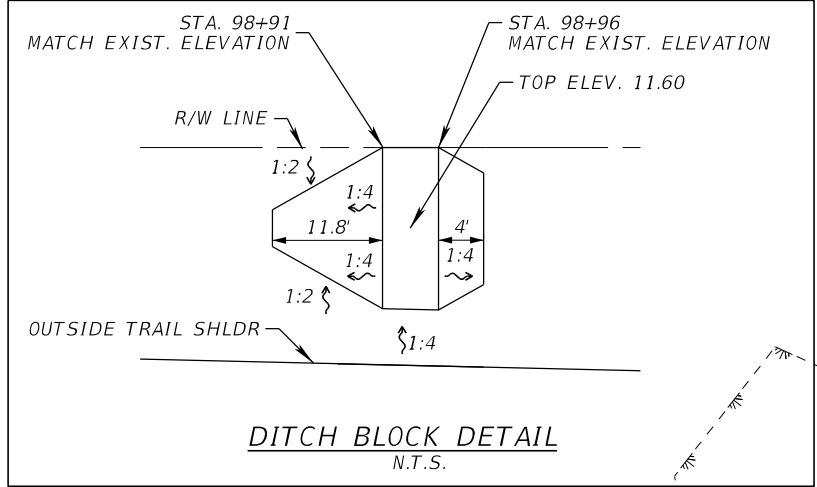
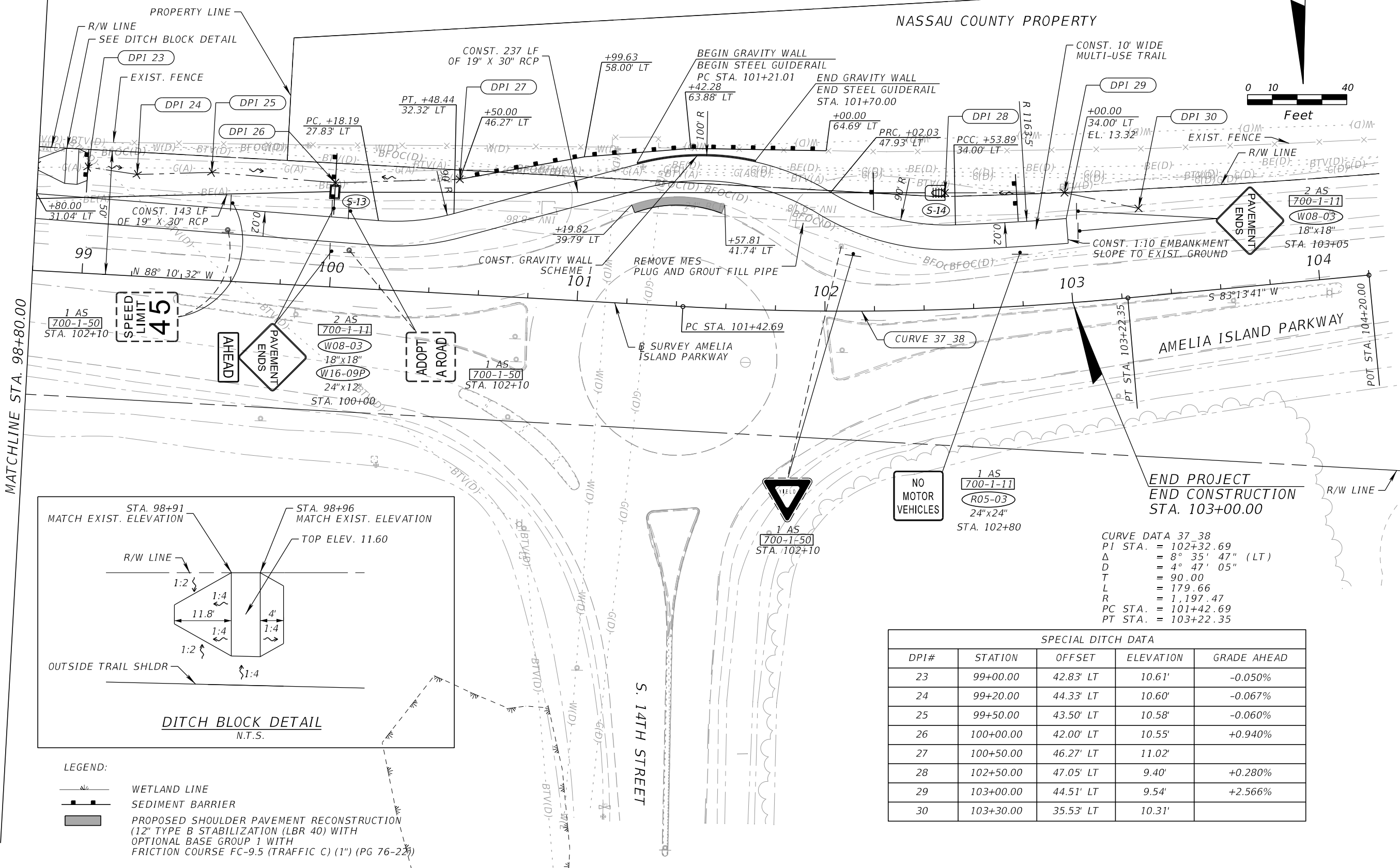
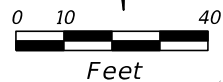
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

FERNANDINA BEACH MUNICIPAL AIRPORT

NASSAU COUNTY PROPERTY

PROPERTY LINE

CONST. 10' WIDE MULTI-USE TRAIL



CURVE DATA 37 38
 PI STA. = 102+32.69
 Δ = 8° 35' 47" (LT)
 D = 4° 47' 05"
 T = 90.00
 L = 179.66
 R = 1,197.47
 PC STA. = 101+42.69
 PT STA. = 103+22.35

SPECIAL DITCH DATA				
DPI#	STATION	OFFSET	ELEVATION	GRADE AHEAD
23	99+00.00	42.83' LT	10.61'	-0.050%
24	99+20.00	44.33' LT	10.60'	-0.067%
25	99+50.00	43.50' LT	10.58'	-0.060%
26	100+00.00	42.00' LT	10.55'	+0.940%
27	100+50.00	46.27' LT	11.02'	
28	102+50.00	47.05' LT	9.40'	+0.280%
29	103+00.00	44.51' LT	9.54'	+2.566%
30	103+30.00	35.53' LT	10.31'	

- LEGEND:
- WETLAND LINE
 - SEDIMENT BARRIER
 - PROPOSED SHOULDER PAVEMENT RECONSTRUCTION (12" TYPE B STABILIZATION (LBR 40) WITH OPTIONAL BASE GROUP 1 WITH FRICTION COURSE FC-9.5 (TRAFFIC C) (1") (PG 76-25))

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEVIN M. SHOEMAKER, P.E.
 P.E. LICENSE NO.: 84149
 STV INCORPORATED
 5200 BELFORT ROAD, SUITE 400
 JACKSONVILLE, FL 32256

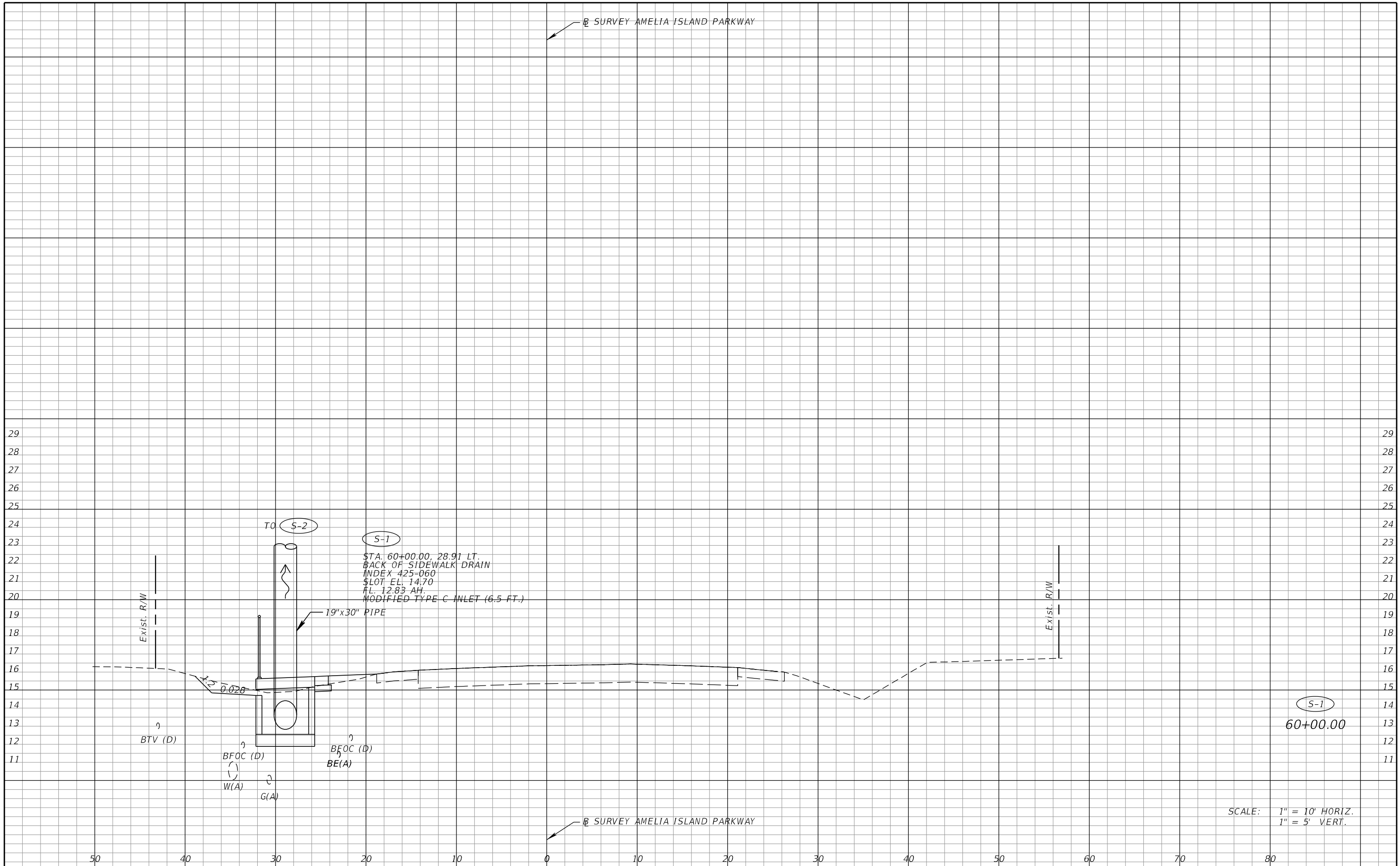
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	NASSAU	437335-1-58-01

PLAN (9)

SHEET NO.
16

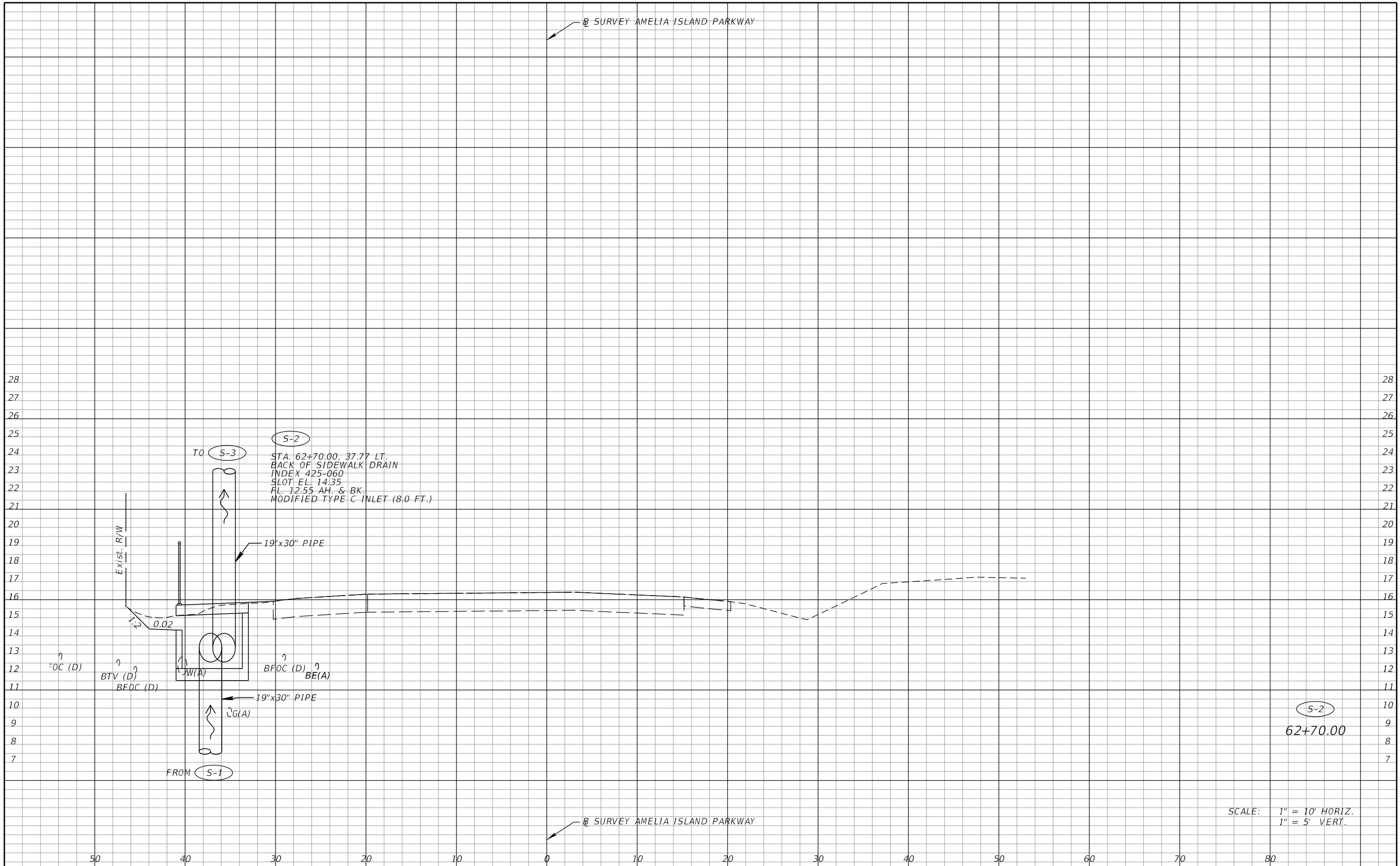
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



STA. 60+00.00, 28.91 LT.
 BACK OF SIDEWALK DRAIN
 INDEX 425-060
 SLOT EL. 14.70
 FL. 12.83 AH
 MODIFIED TYPE C INLET (6.5 FT.)

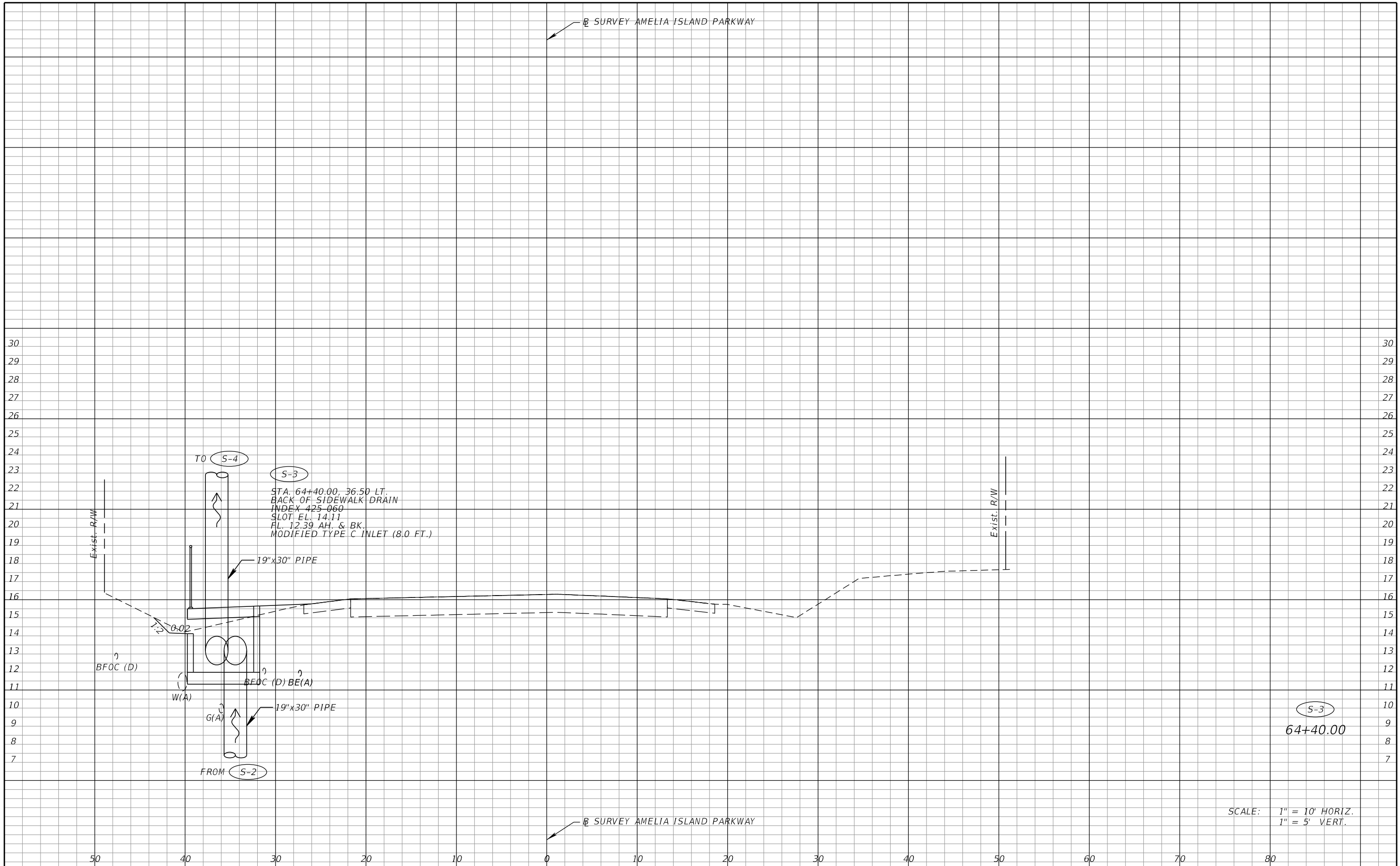
SCALE: 1" = 10' HORIZ.
 1" = 5' VERT.

REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 17
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



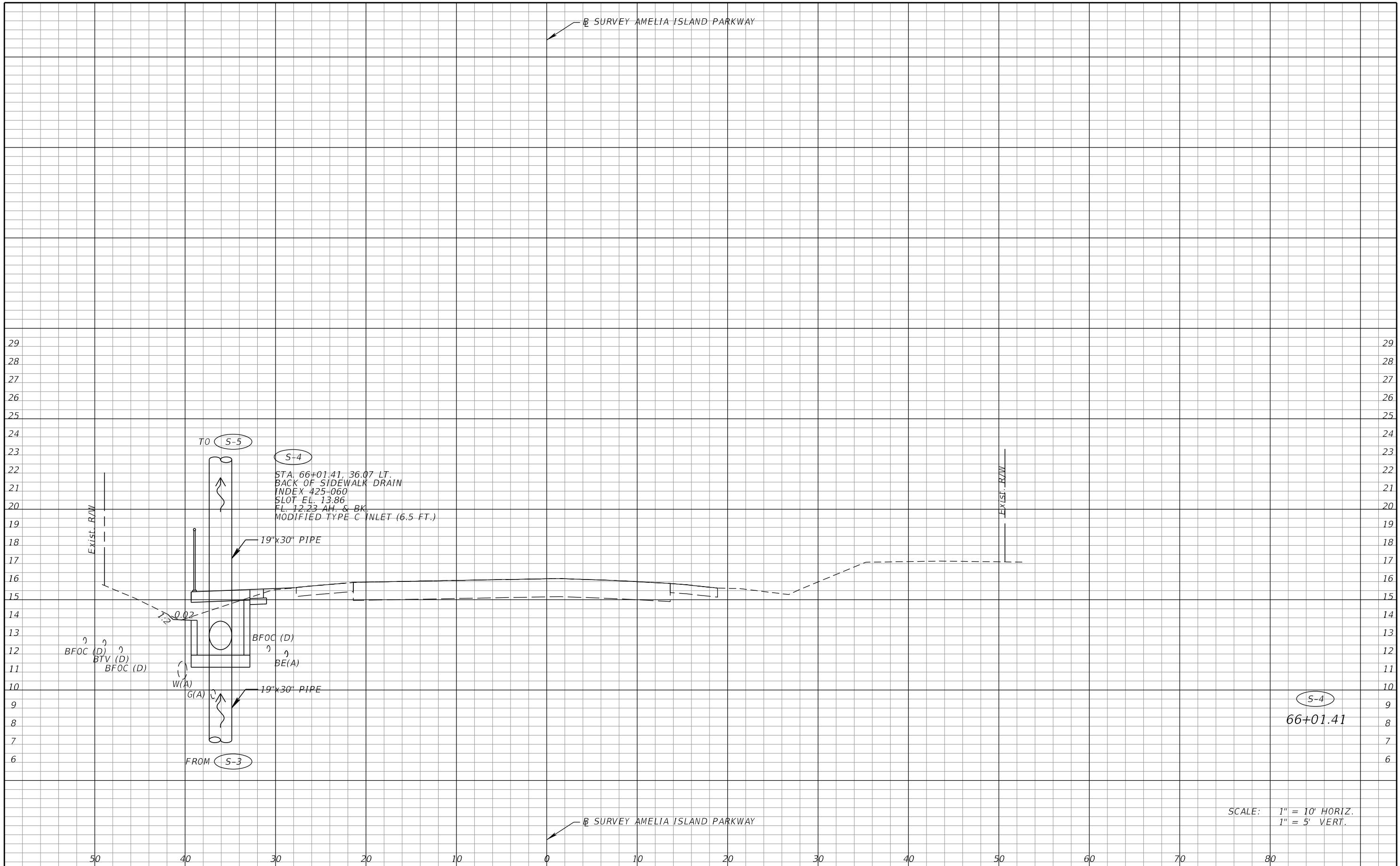
REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 18
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	DRAINAGE STRUCTURES	

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



REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			DRAINAGE STRUCTURES	SHEET NO. 19
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NASSAU	437335-1-58-01			

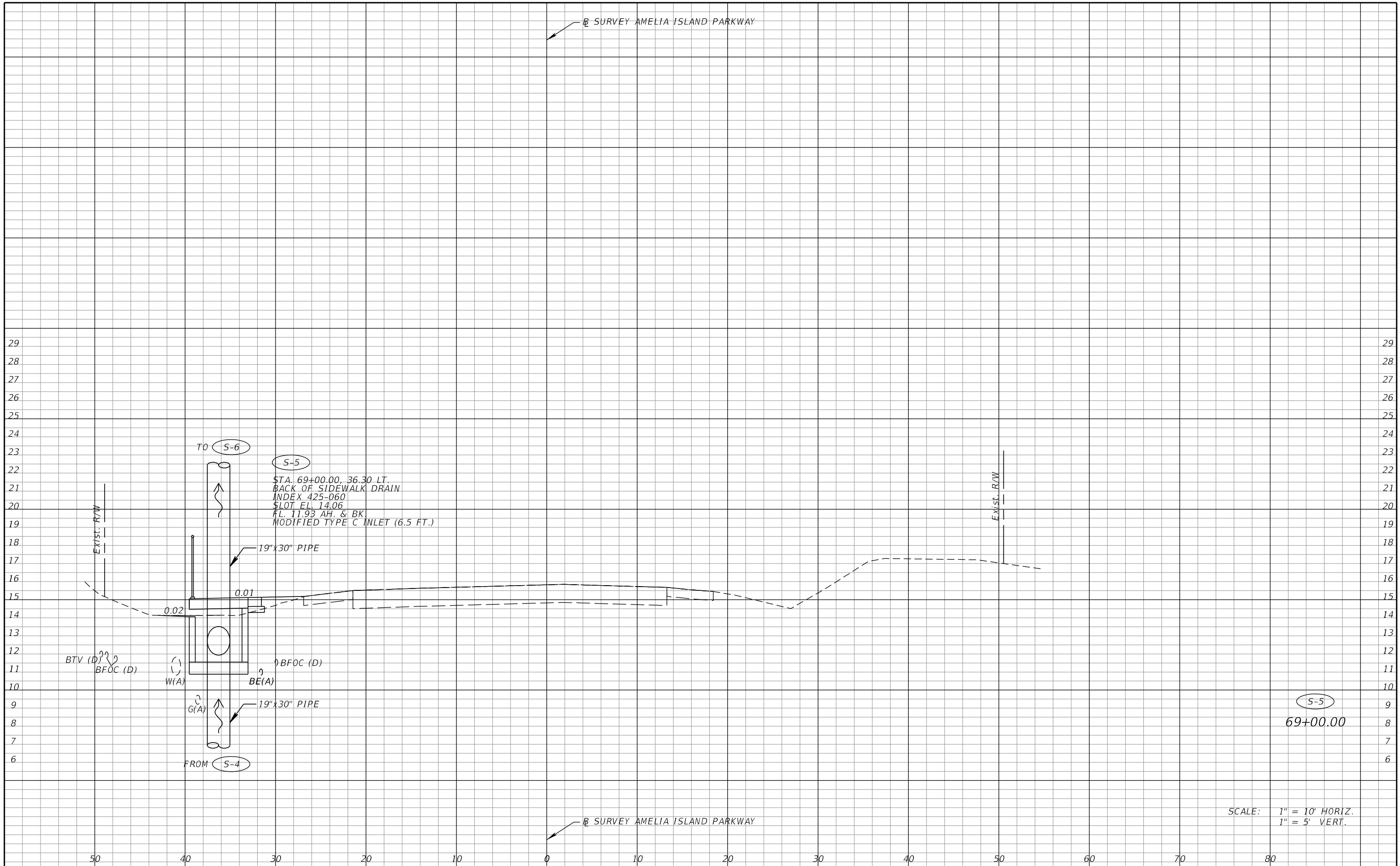
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

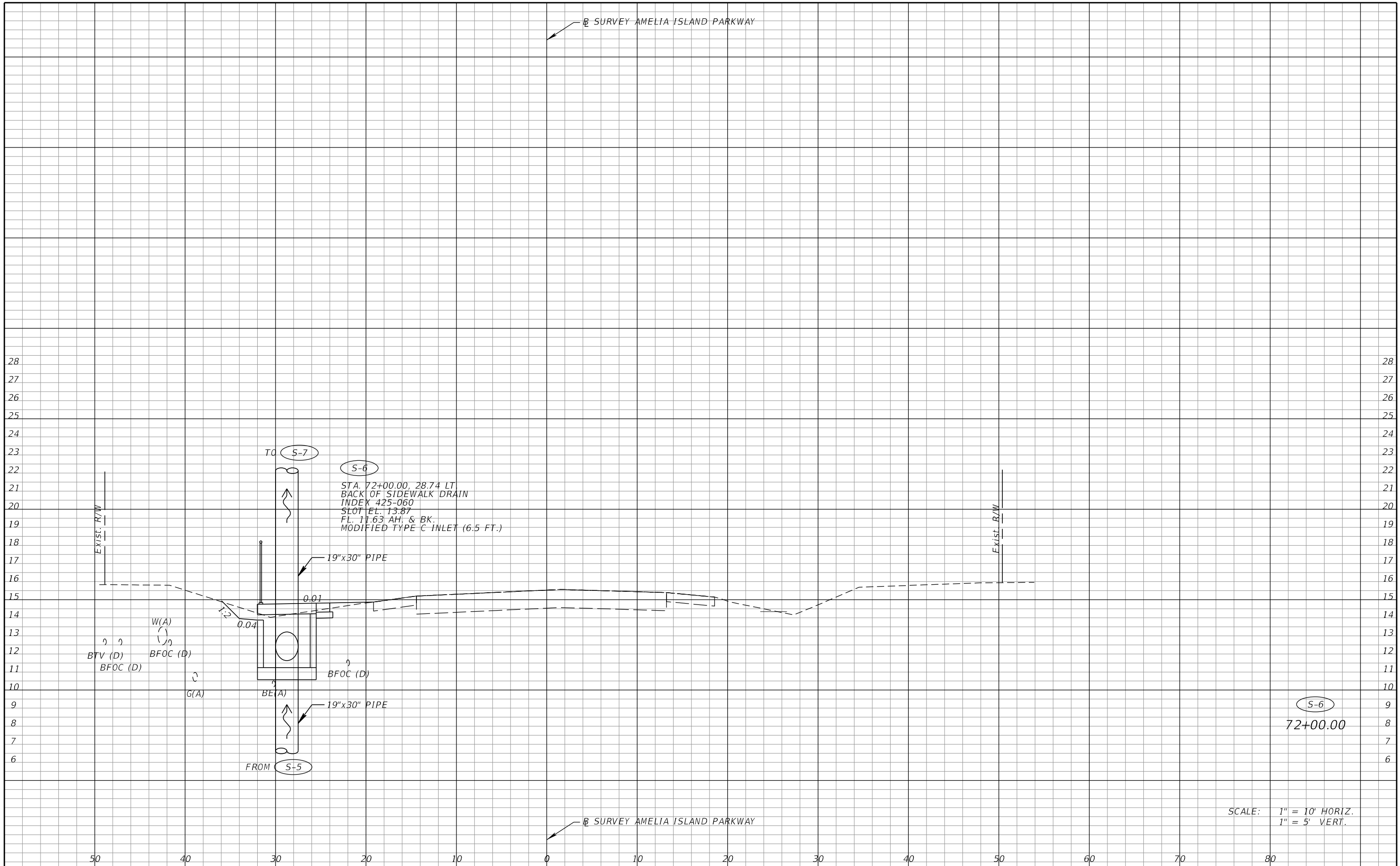
REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 20
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

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



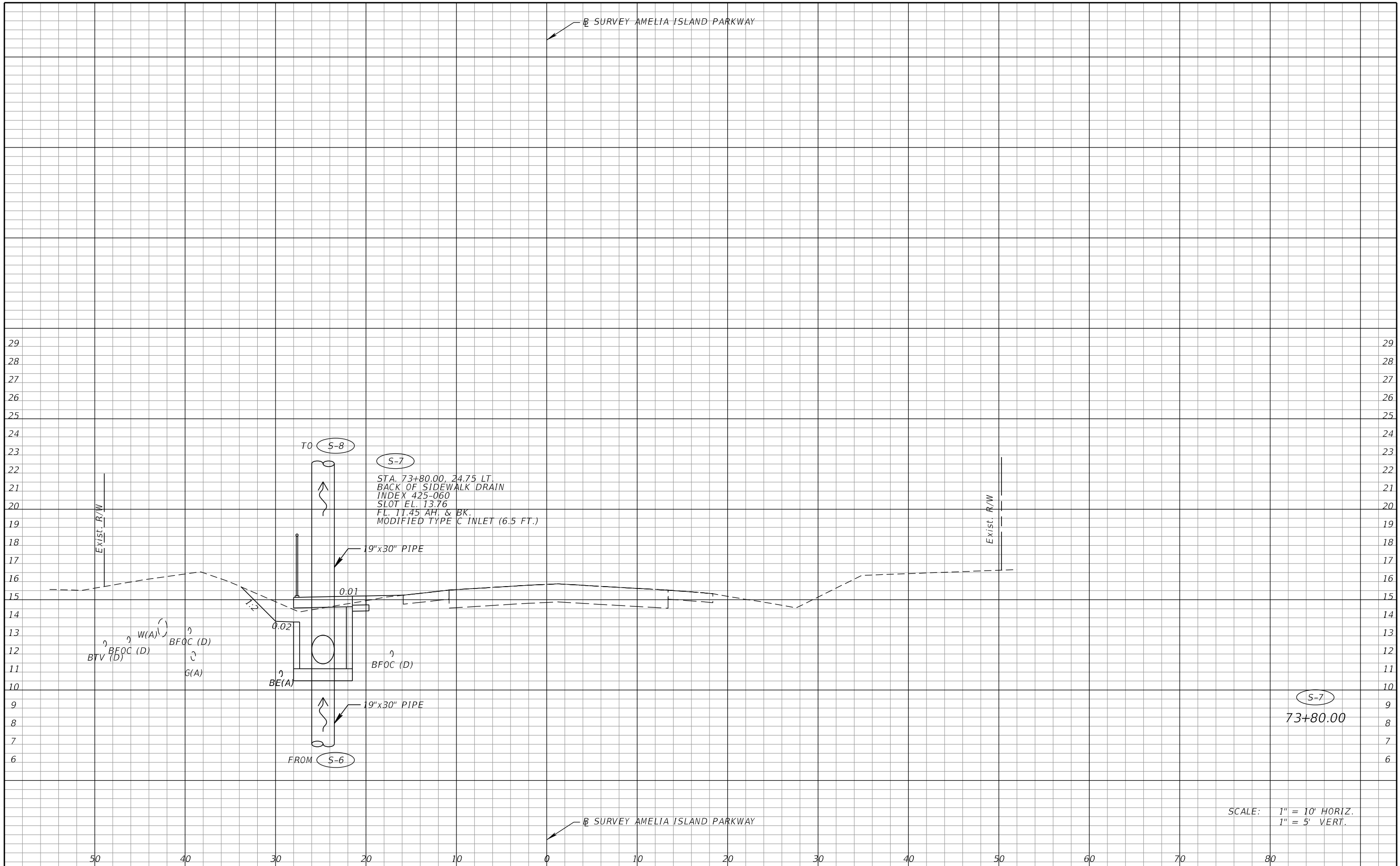
REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 21
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	DRAINAGE STRUCTURES	

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



REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 22
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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

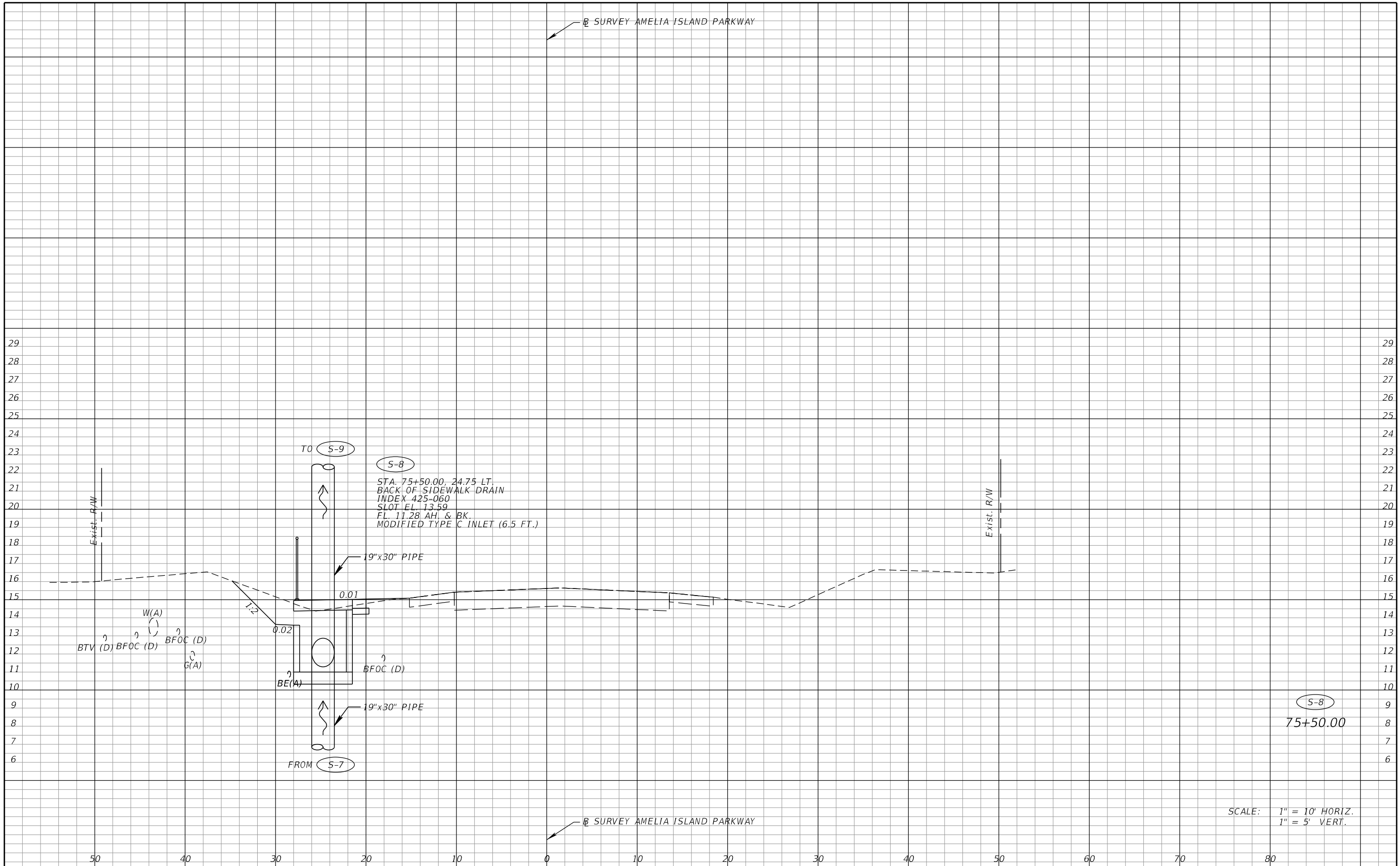


STA. 73+80.00, 24.75 LT.
 BACK OF SIDEWALK DRAIN
 INDEX 425-060
 SLOT EL. 13.76
 FL. 11.45 AH; & BK.
 MODIFIED TYPE C INLET (6.5 FT.)

SCALE: 1" = 10' HORIZ.
 1" = 5' VERT.

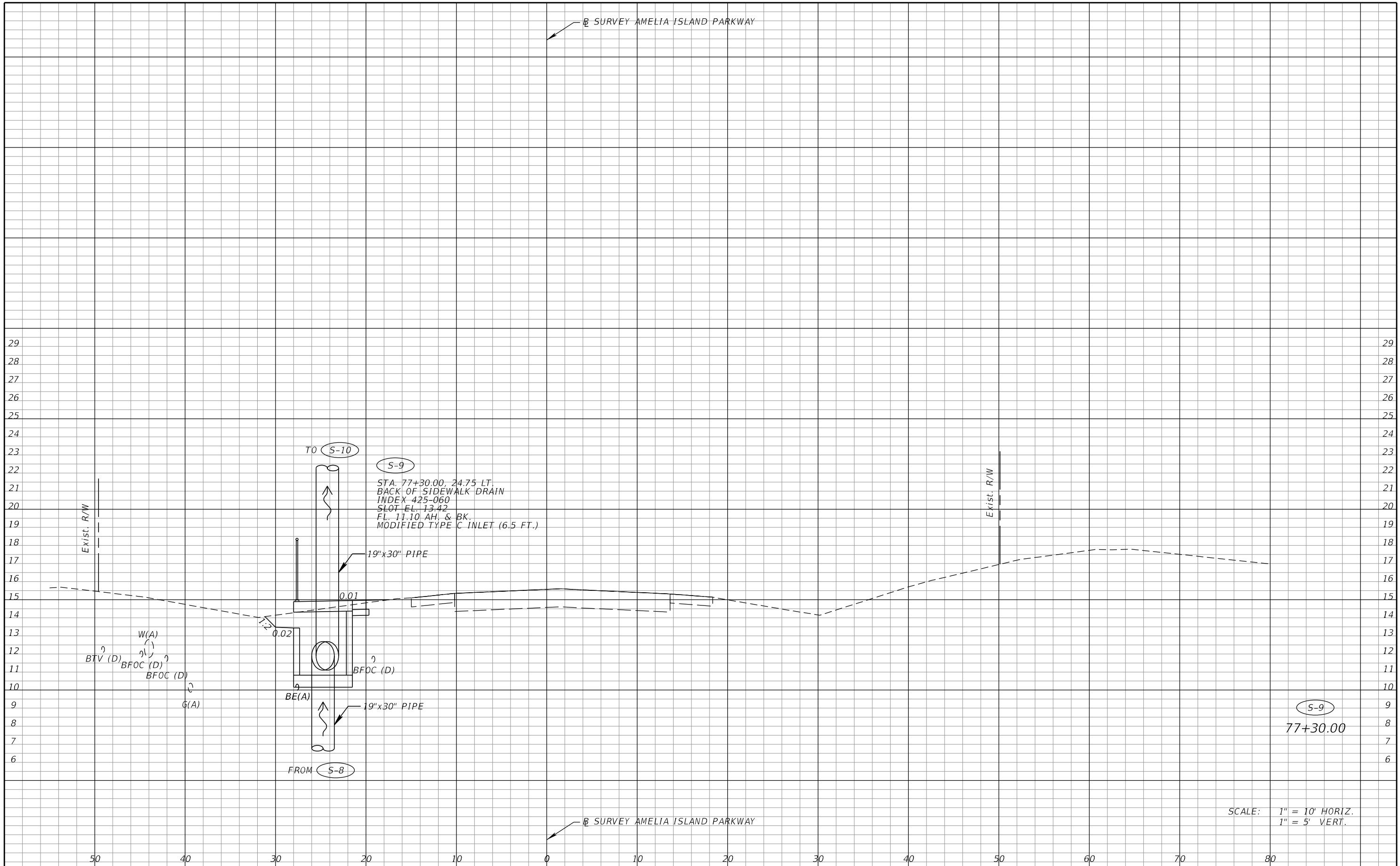
REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 23
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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



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

REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<h2 style="margin: 0;">DRAINAGE STRUCTURES</h2>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		24



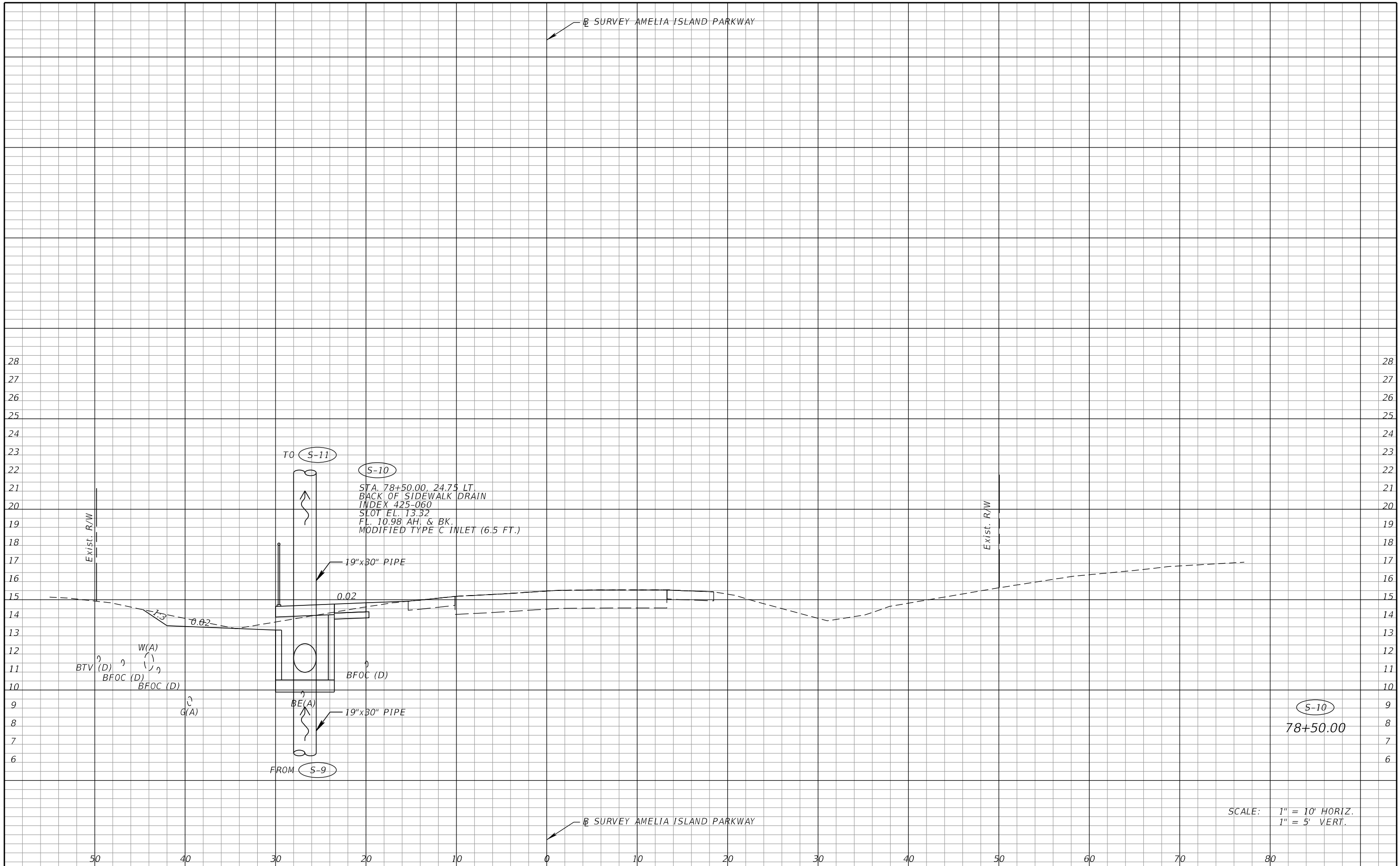
TO S-10
 S-9
 STA. 77+30.00, 24.75 LT.
 BACK OF SIDEWALK DRAIN
 INDEX 425-060
 SLOT EL. 13.42
 FL. 11.10 AH, & BK,
 MODIFIED TYPE C INLET (6.5 FT.)

S-9
 77+30.00

SCALE: 1" = 10' HORIZ.
 1" = 5' VERT.

REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 25
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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



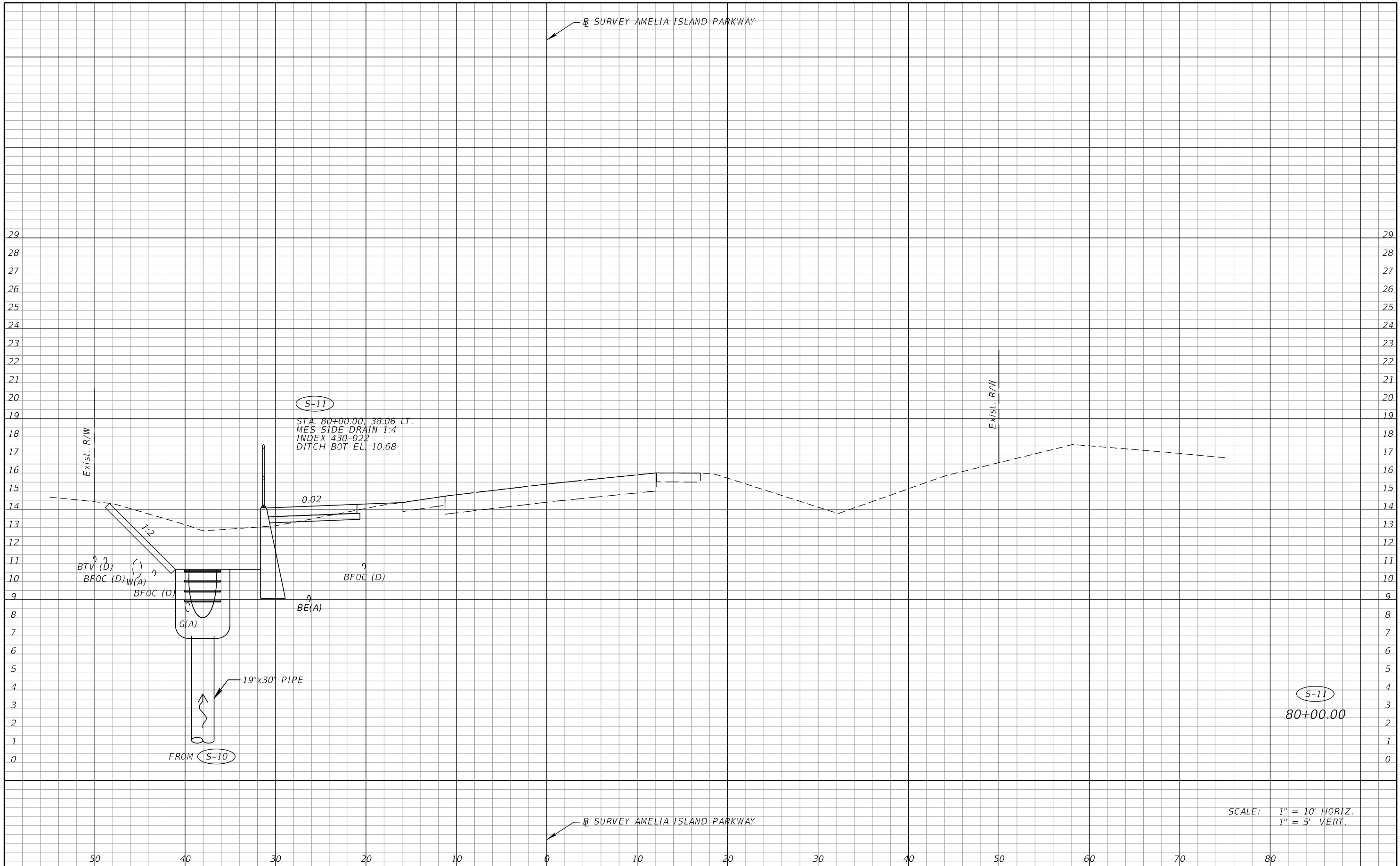
S-10
 STA. 78+50.00, 24.75 LT.
 BACK OF SIDEWALK DRAIN
 INDEX 425-060
 SLOT EL. 13.32
 FL. 10.98 AH. & BK.
 MODIFIED TYPE C INLET (6.5 FT.)

S-10
 78+50.00

SCALE: 1" = 10' HORIZ.
 1" = 5' VERT.

REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 26
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

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



(S-11)
 STA. 80+00.00, 38.06 LT.
 MES SIDE DRAIN 1:4
 INDEX 430-02P
 DITCH BOT EL. 10.68

(S-11)
 80+00.00

SCALE: 1" = 10' HORIZ.
 1" = 5' VERT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

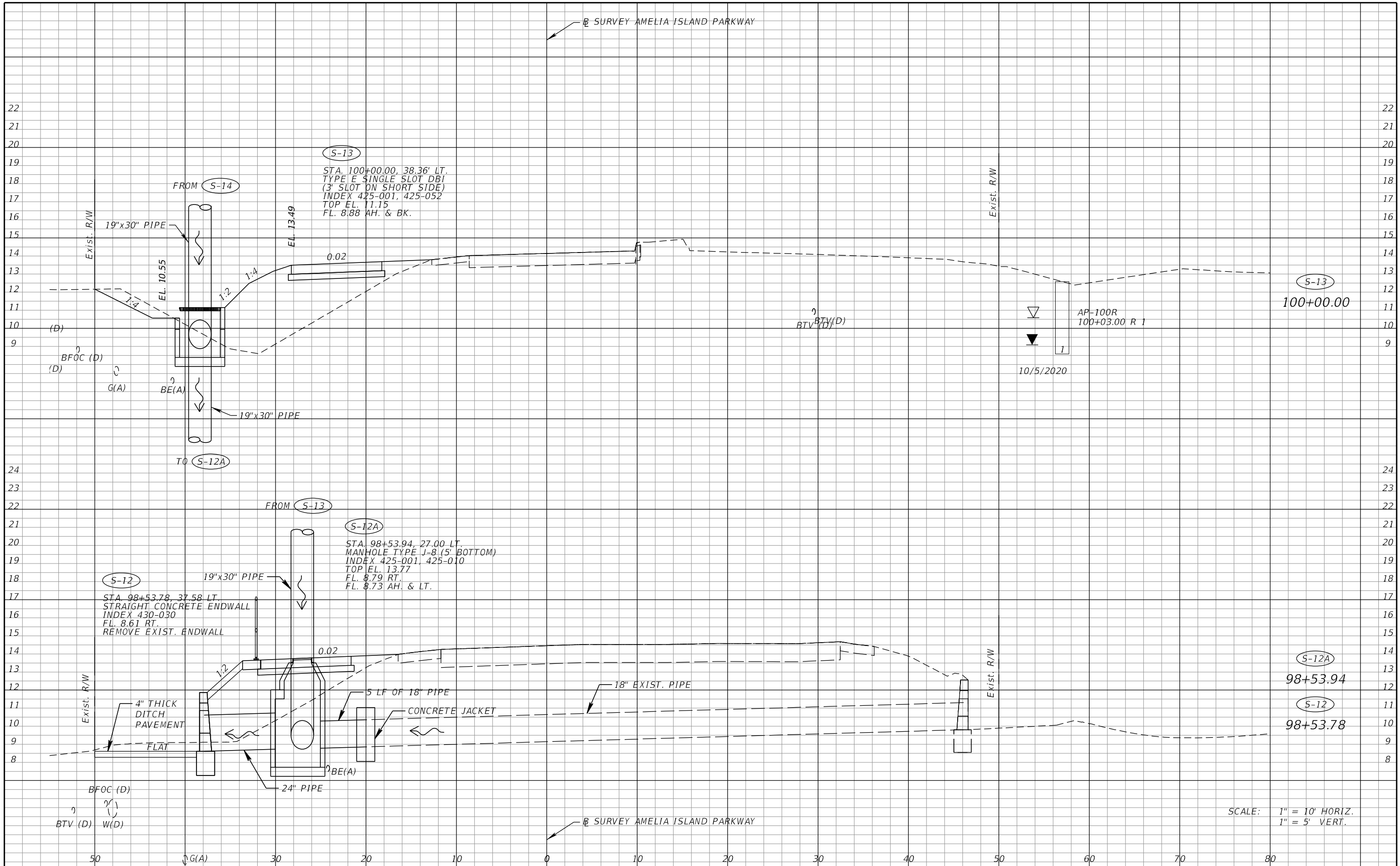
WESLEY A. MARKHAM, P.E.
 P.E. LICENSE NO.: 68428
 STV INCORPORATED
 5200 BELFORT ROAD, SUITE 400
 JACKSONVILLE, FL 32256

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
-	NASSAU	437335-1-58-01

DRAINAGE STRUCTURES

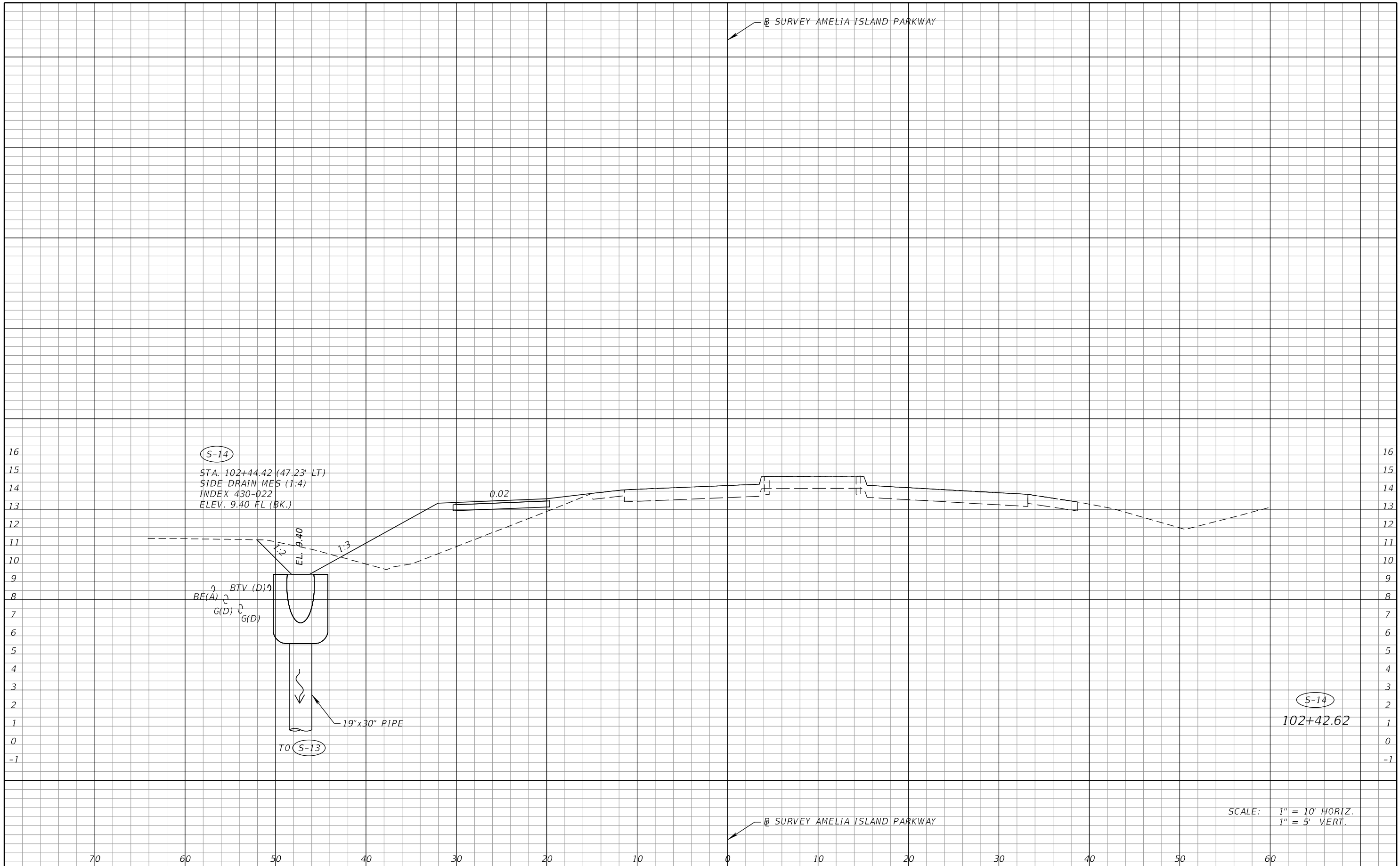
SHEET NO.
 27

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



REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 28
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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

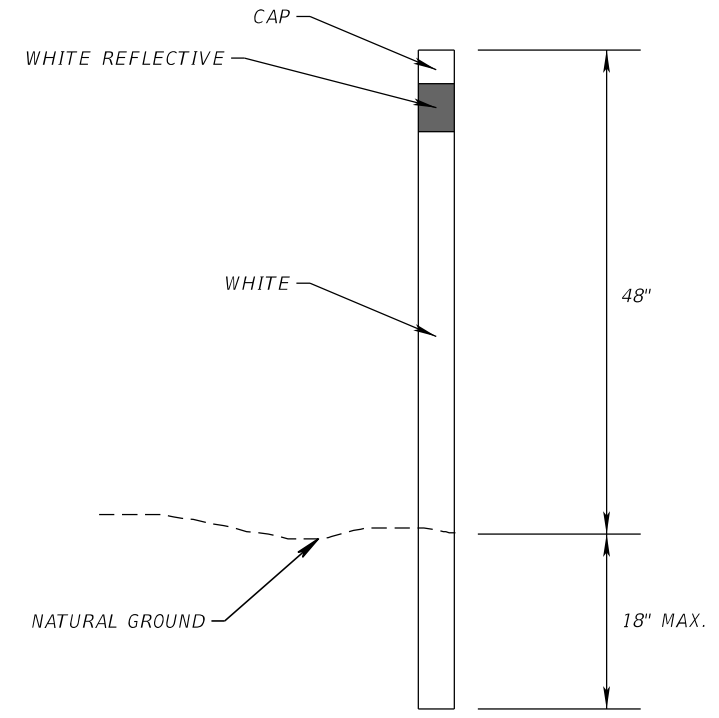


(S-14)
 STA. 102+44.42 (47.23' LT)
 SIDE DRAIN MES (1:4)
 INDEX 430-022
 ELEV. 9.40 FL (BK.)

(S-14)
 102+42.62

SCALE: 1" = 10' HORIZ.
 1" = 5' VERT.

REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 29
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



GROUND MOUNTED
FLEXIBLE TUBULAR DELINEATOR

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 30
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	SPECIAL DETAIL	
				-				

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: OCTOBER 2020
 SURVEY MADE BY: TERRACON CONSULTANTS, INC.
 SUBMITTED BY: JOHN B. KIMBERLY IV, P.E.

FINANCIAL PROJECT NO.: 437335-1-58-01

DISTRICT: TWO
 ROAD NO.: AMELIA ISLAND PARKWAY
 COUNTY: NASSAU

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF TRAILS

SURVEY BEGINS STA.: 57+91 SURVEY ENDS STA.: 102+01

REFERENCE: AMELIA ISLAND PARKWAY CENTERLINE

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)			MATERIAL DESCRIPTION	CORROSION TEST RESULTS				
	NO. OF TESTS	% ORGANIC	NO. OF TESTS	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX		AASHTO GROUP	NO. OF TESTS	RESISTIVITY ohm-cm	CHLORIDES ppm	SULFATES ppm
1	-	-	15	6-27	15	97-100	97-100	92-99	30-62	2-9	-	-	-	A-3	-	-	-	-	-
2	-	-	1	20	1	100	100	98	60	23	1	NP	NP	A-2-4	-	-	-	-	-

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE MAKE FINAL CHECK AFTER GRADING

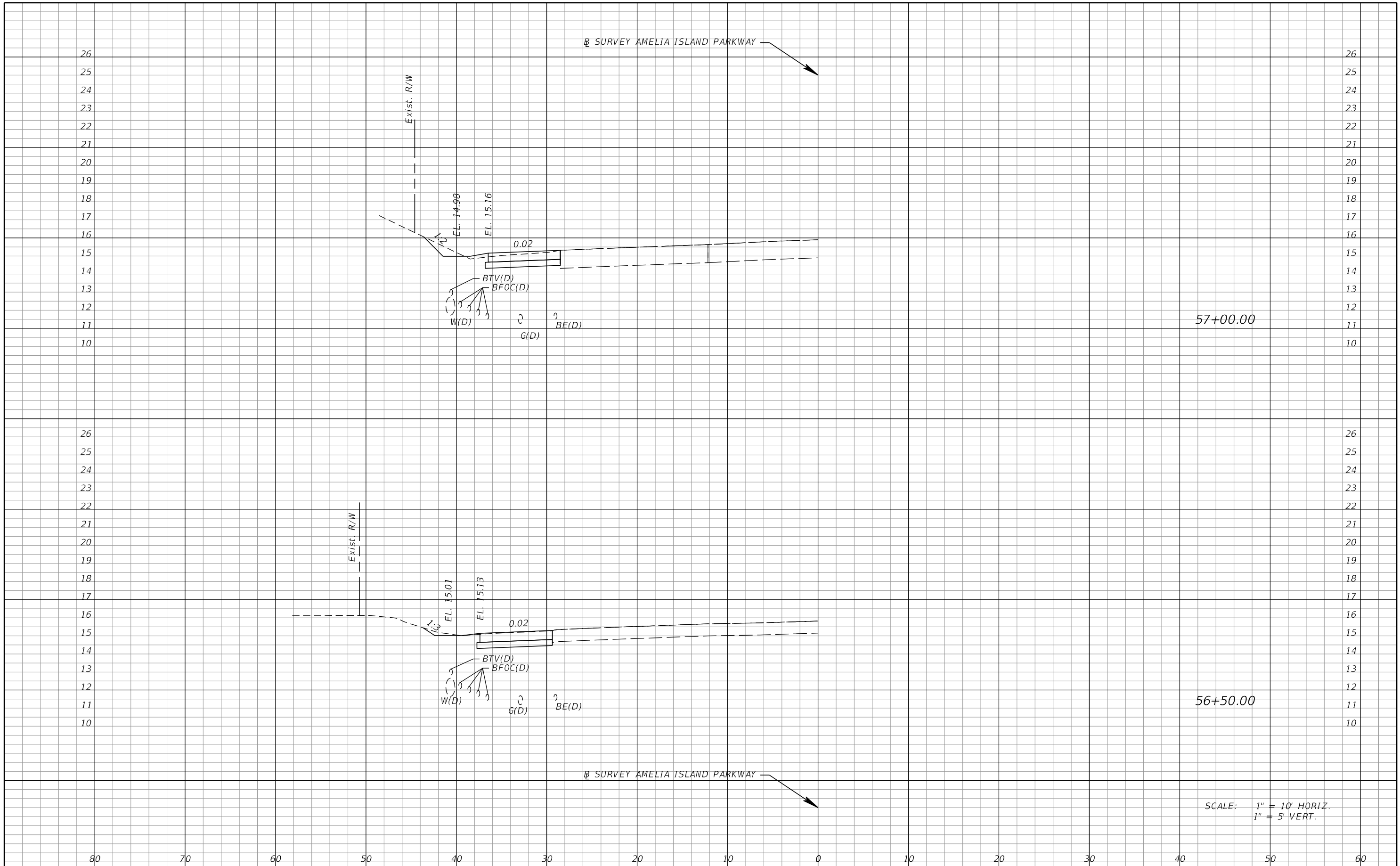
▼ = WATER TABLE ENCOUNTERED

⊃ = ESTIMATED SEASONAL HIGH WATER TABLE

NOTES:

- 1) SOIL BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH BORING LOCATION ONLY.
- 2) SOIL ANALYSIS INCLUDES DATA FROM TRAIL AREAS ONLY.
- 3) THE SYMBOL "--" REPRESENTS AN UNMEASURED PARAMETER.
- 4) THE MATERIAL FROM STRATA NUMBERS 1 AND 2 IS SELECT (S) AND APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH STANDARD PLANS INDEX 120-001.
- 5) THE MATERIAL FROM STRATUM NUMBER 2 IS LIKELY TO RETAIN MOISTURE AND BE DIFFICULT TO DRY AND COMPACT. IT SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION.

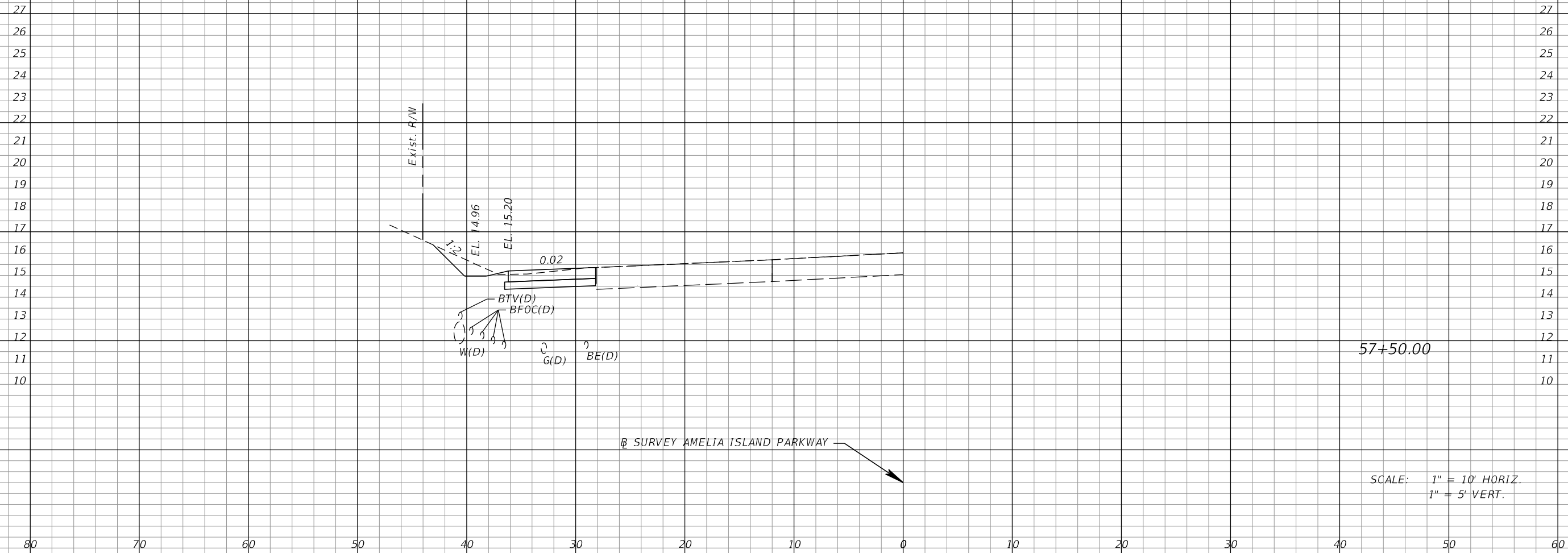
REVISIONS				JOHN B. KIMBERLY IV, P.E. P.E. LICENSE NUMBER 49866 TERRACON 9655 W. FLORIDA MINING BLVD, STE 509 JACKSONVILLE, FLORIDA 32257	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 31
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 32
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	

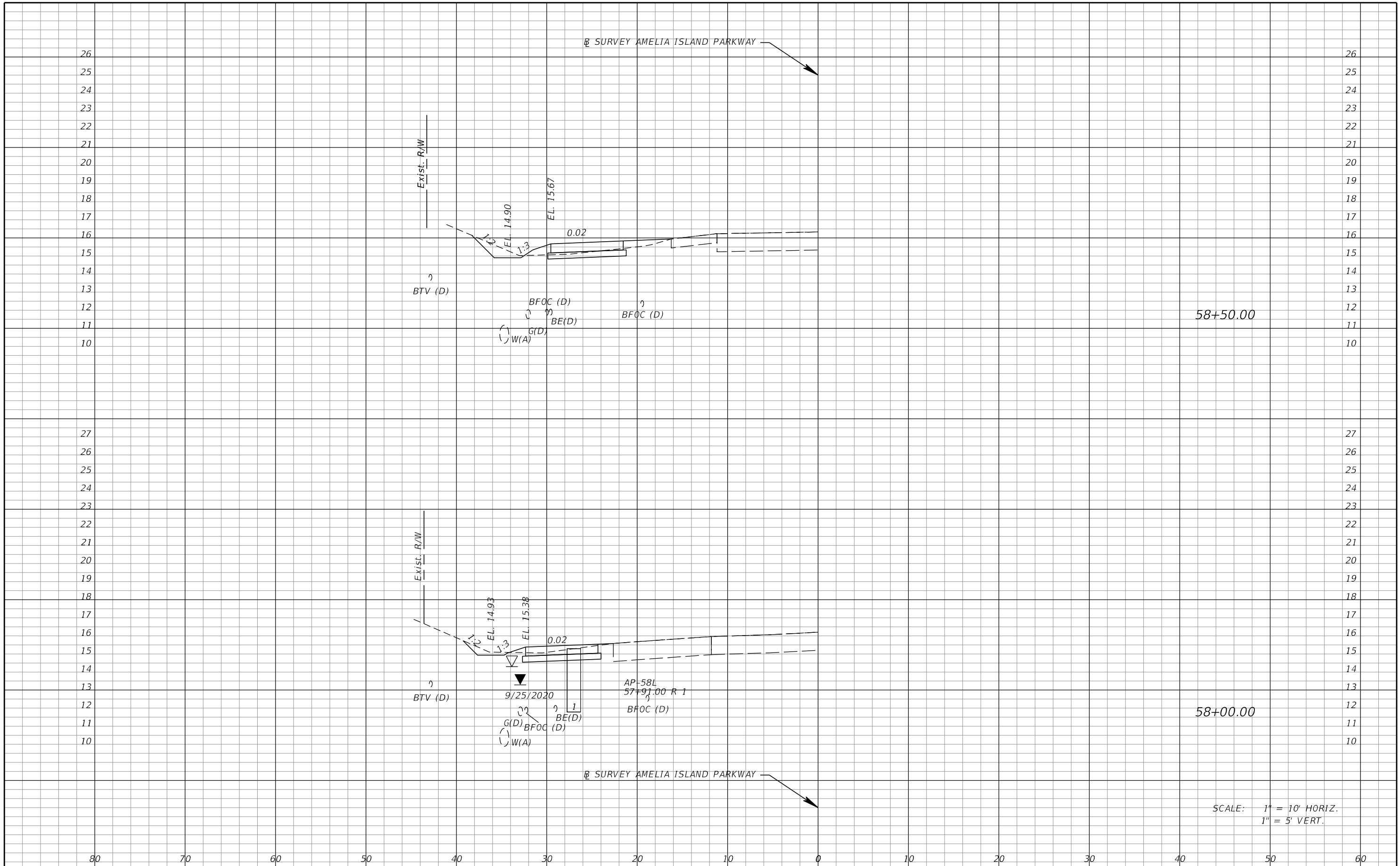
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Ⓟ SURVEY AMELIA ISLAND PARKWAY



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

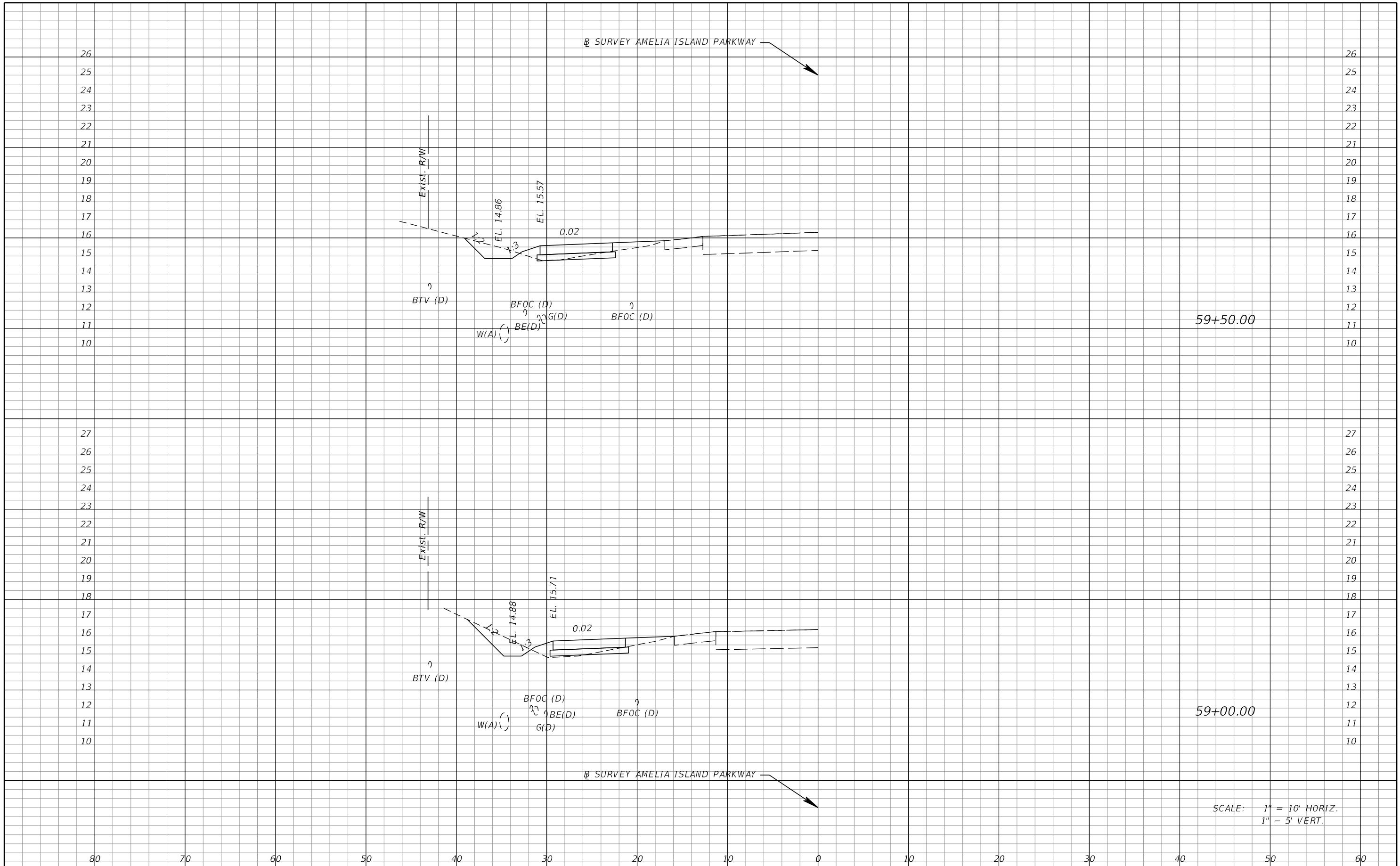
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 33
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 34
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

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

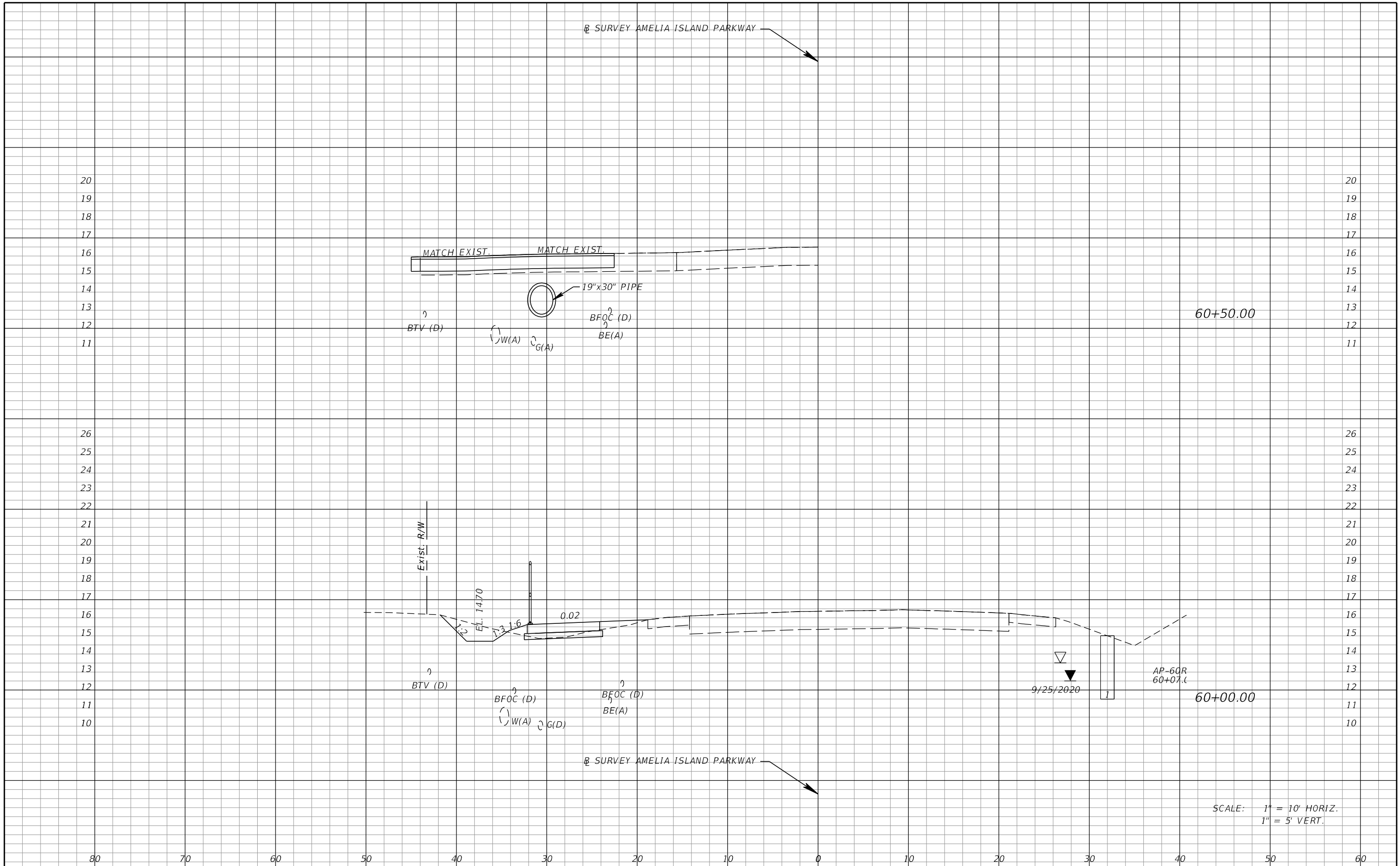


59+50.00

59+00.00

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

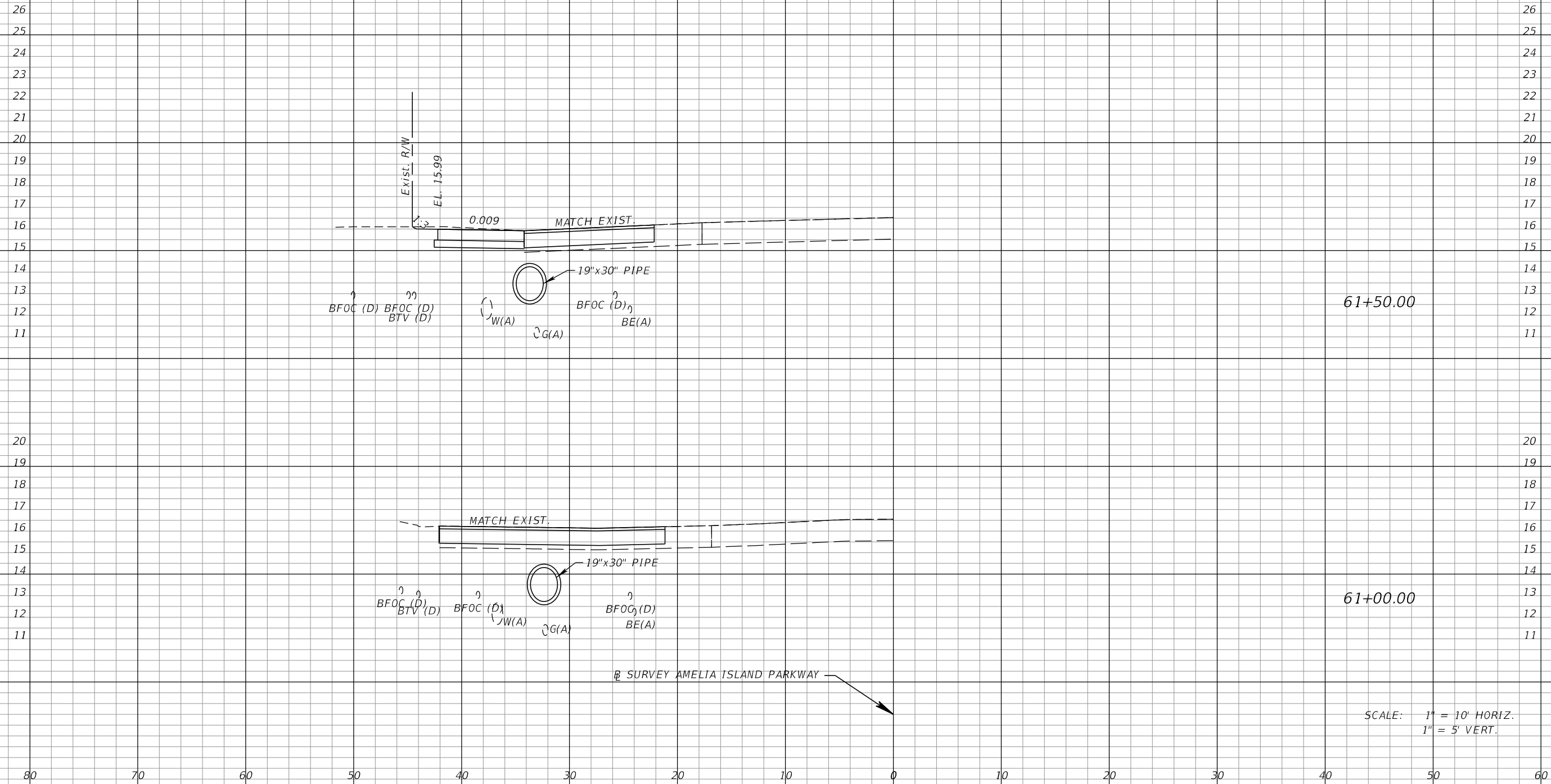
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 35
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	



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REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<h2 style="margin: 0;">CROSS SECTIONS</h2>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		36
					NASSAU	437335-1-58-01			

☐ SURVEY AMELIA ISLAND PARKWAY

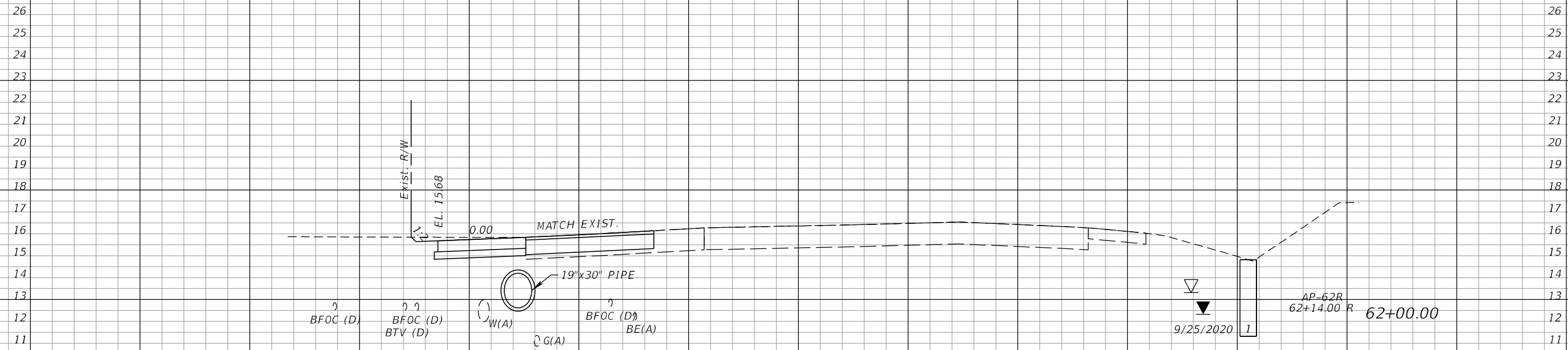
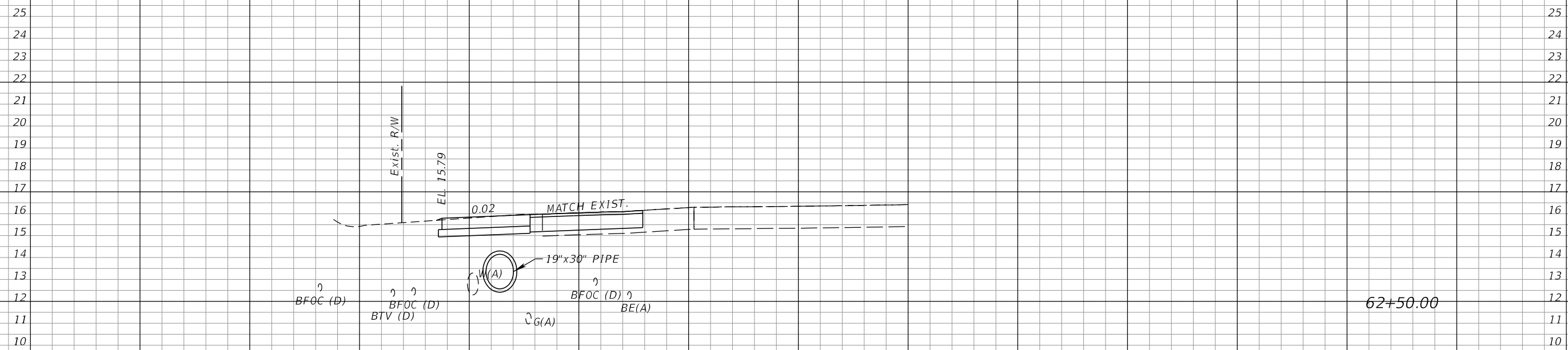


SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 37
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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☐ SURVEY AMELIA ISLAND PARKWAY



☐ SURVEY AMELIA ISLAND PARKWAY

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

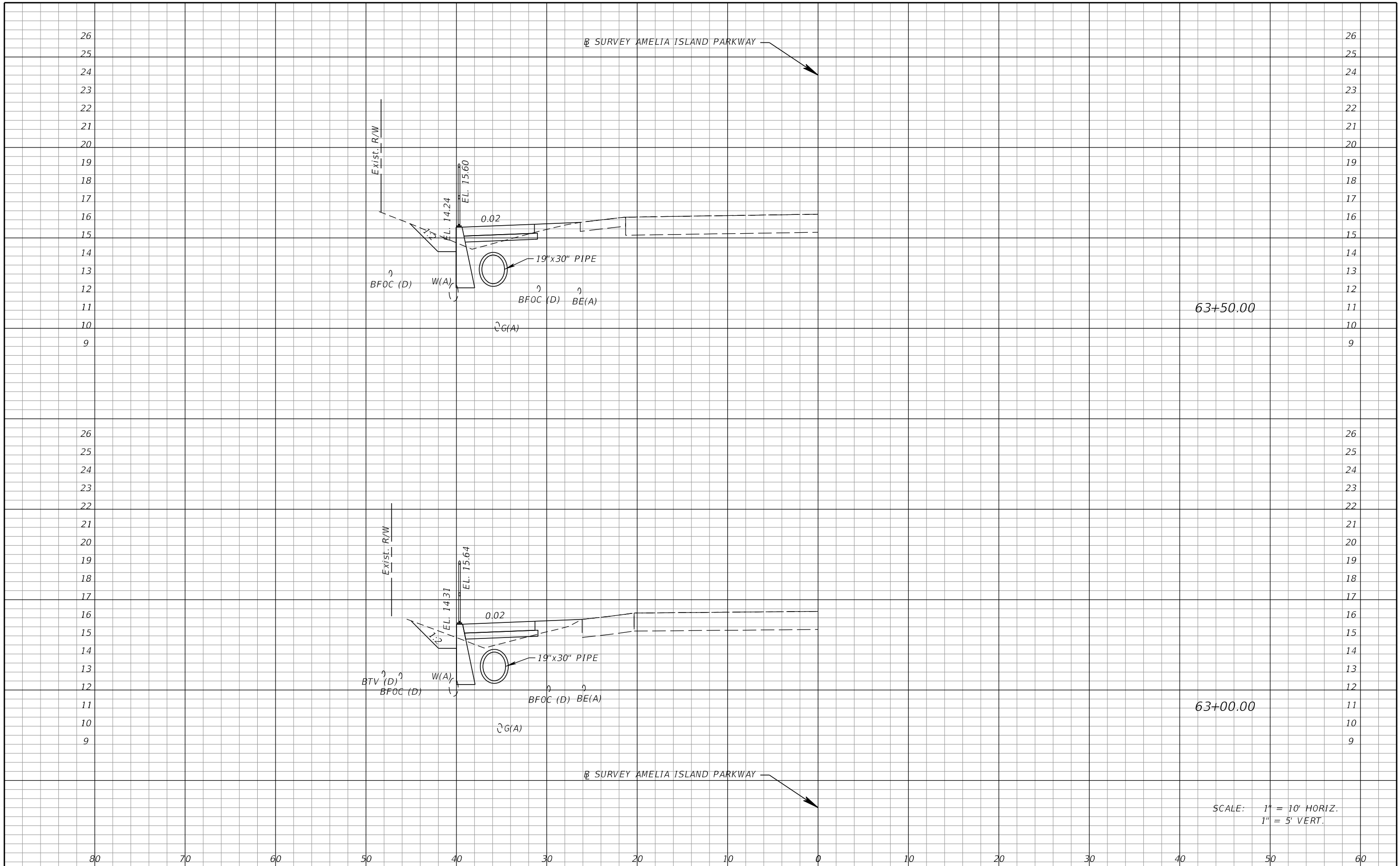
KEVIN M. SHOEMAKER, P.E.
P.E. LICENSE NO.: 84149
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
-	NASSAU	437335-1-58-01

CROSS SECTIONS

SHEET NO.
38

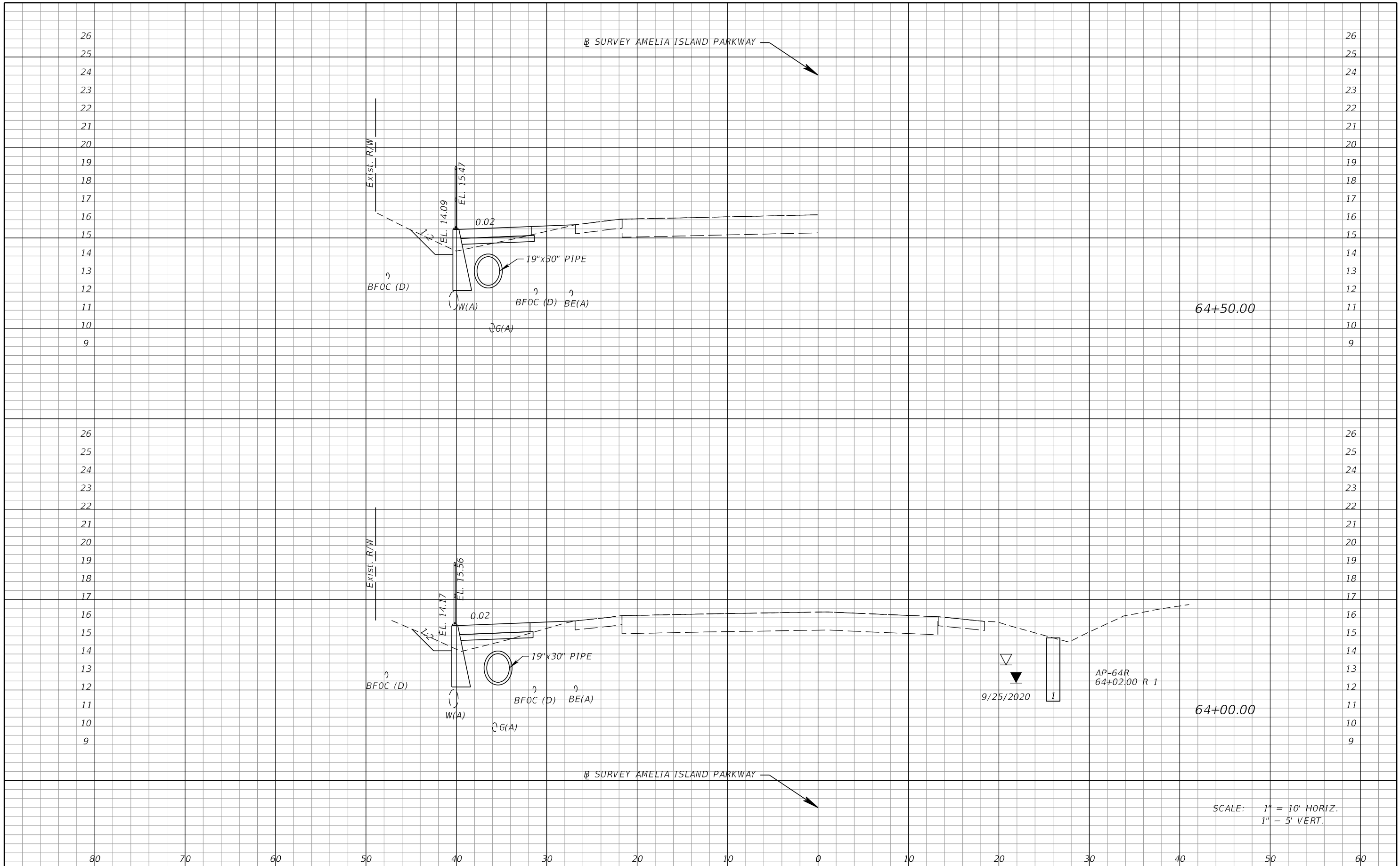
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 39
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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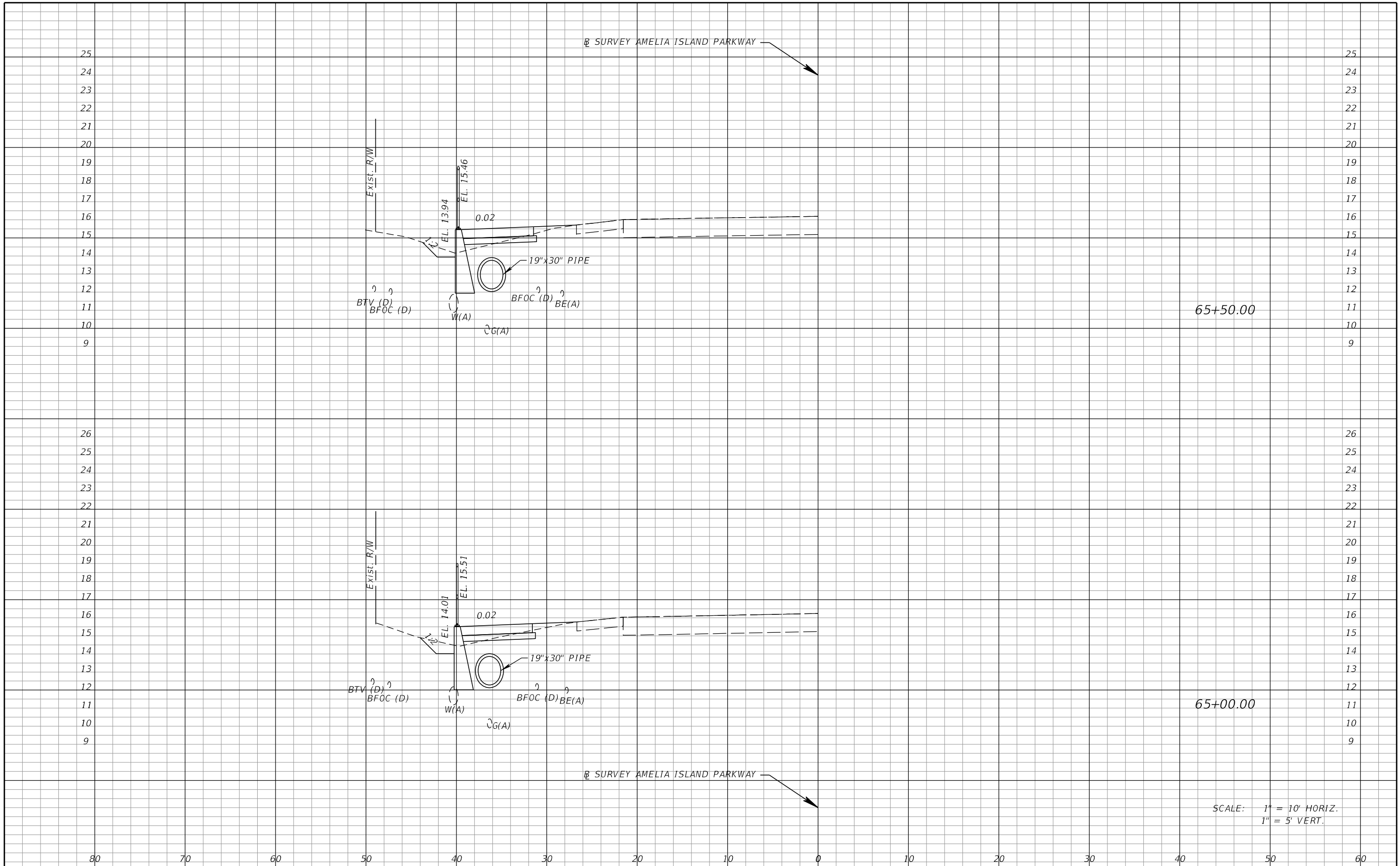
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 40
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	

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

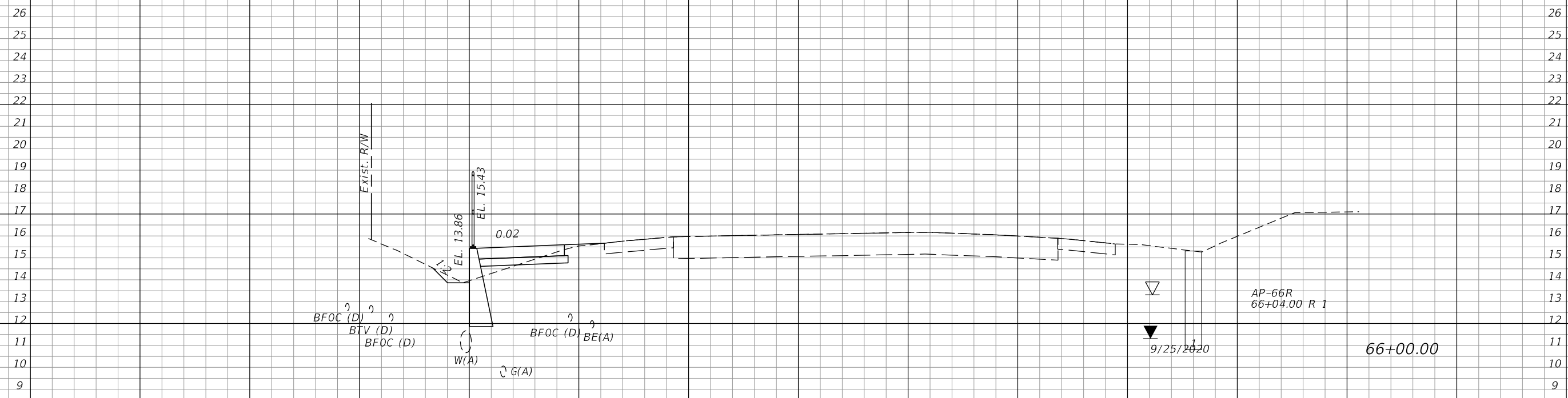
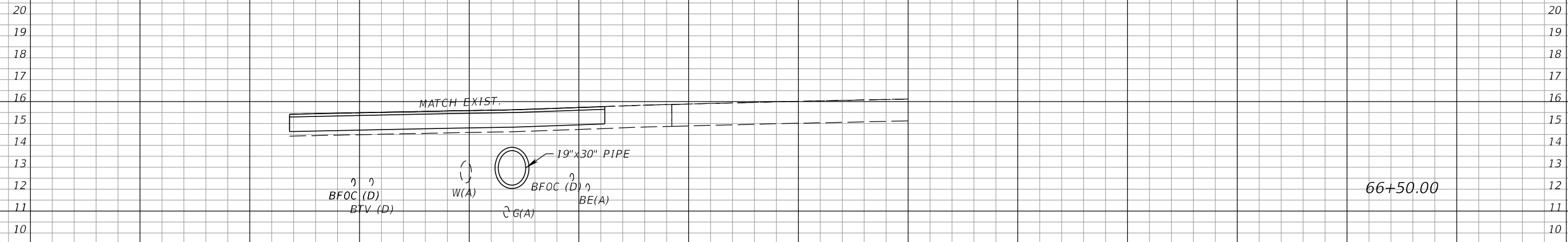


SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 41
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

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

Ⓟ SURVEY AMELIA ISLAND PARKWAY



Ⓟ SURVEY AMELIA ISLAND PARKWAY

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KEVIN M. SHOEMAKER, P.E.
P.E. LICENSE NO.: 84149
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256

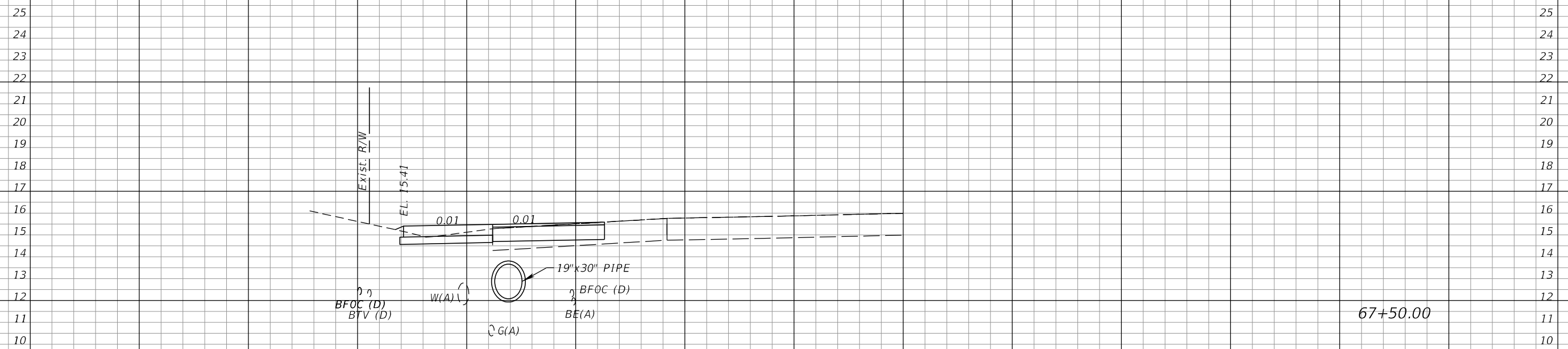
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
-	NASSAU	437335-1-58-01

CROSS SECTIONS

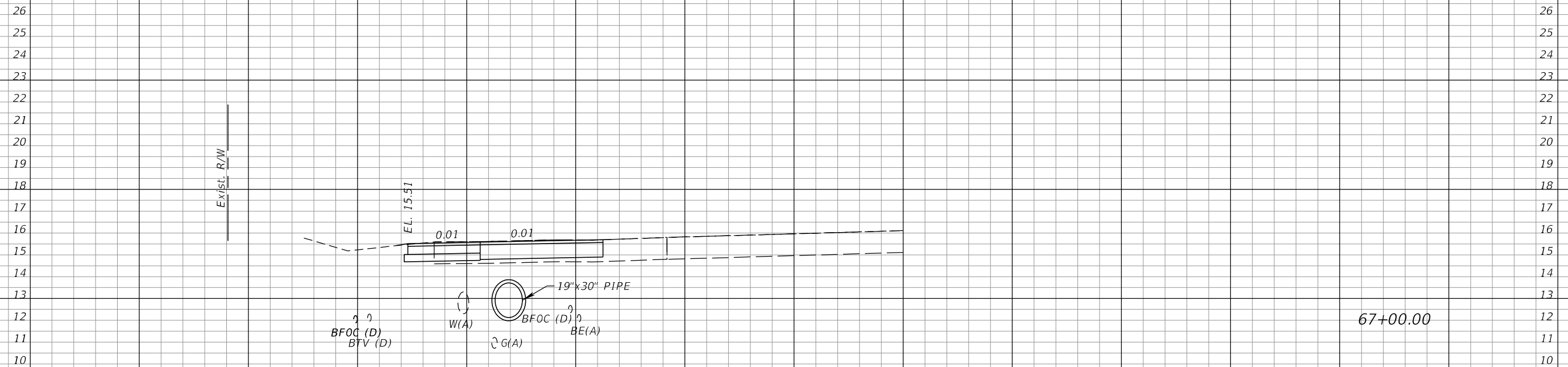
SHEET NO.
42

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

Ⓟ SURVEY AMELIA ISLAND PARKWAY



67+50.00



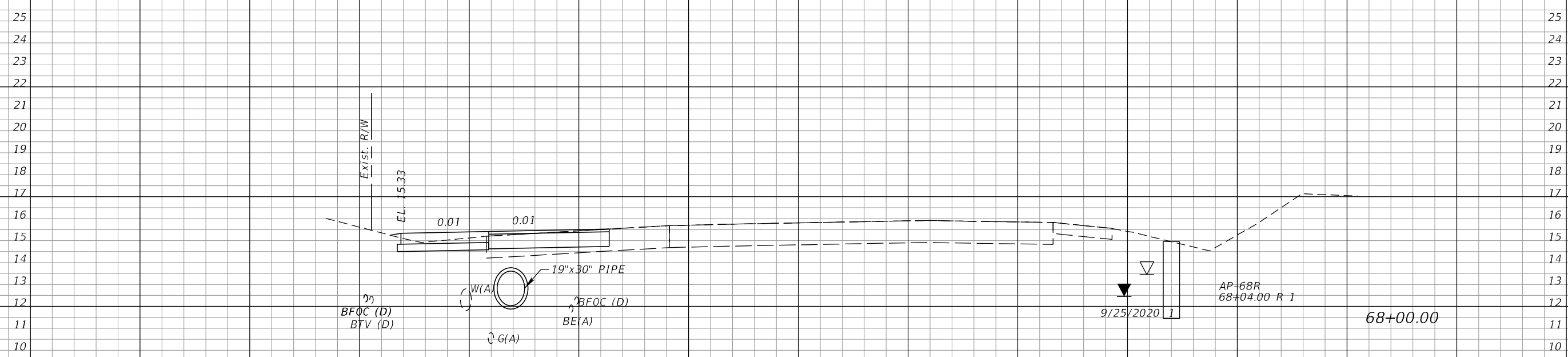
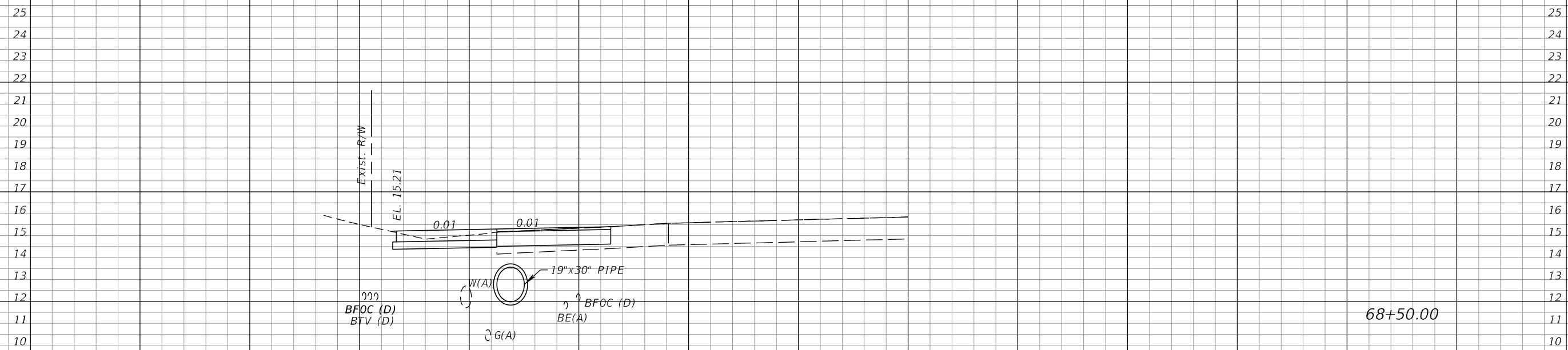
67+00.00

Ⓟ SURVEY AMELIA ISLAND PARKWAY

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORD ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 43
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

Ⓟ SURVEY AMELIA ISLAND PARKWAY

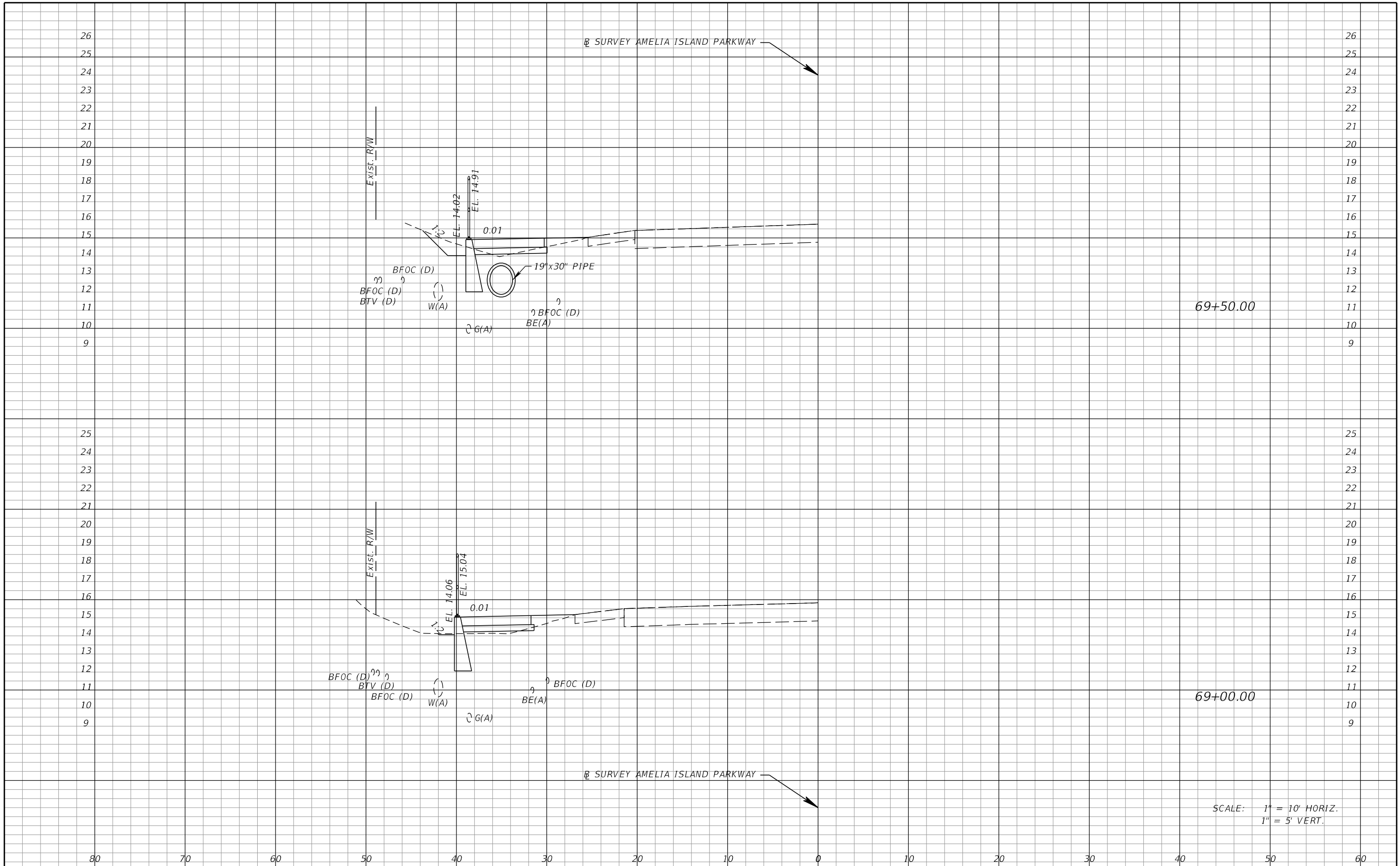


Ⓟ SURVEY AMELIA ISLAND PARKWAY

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 44
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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

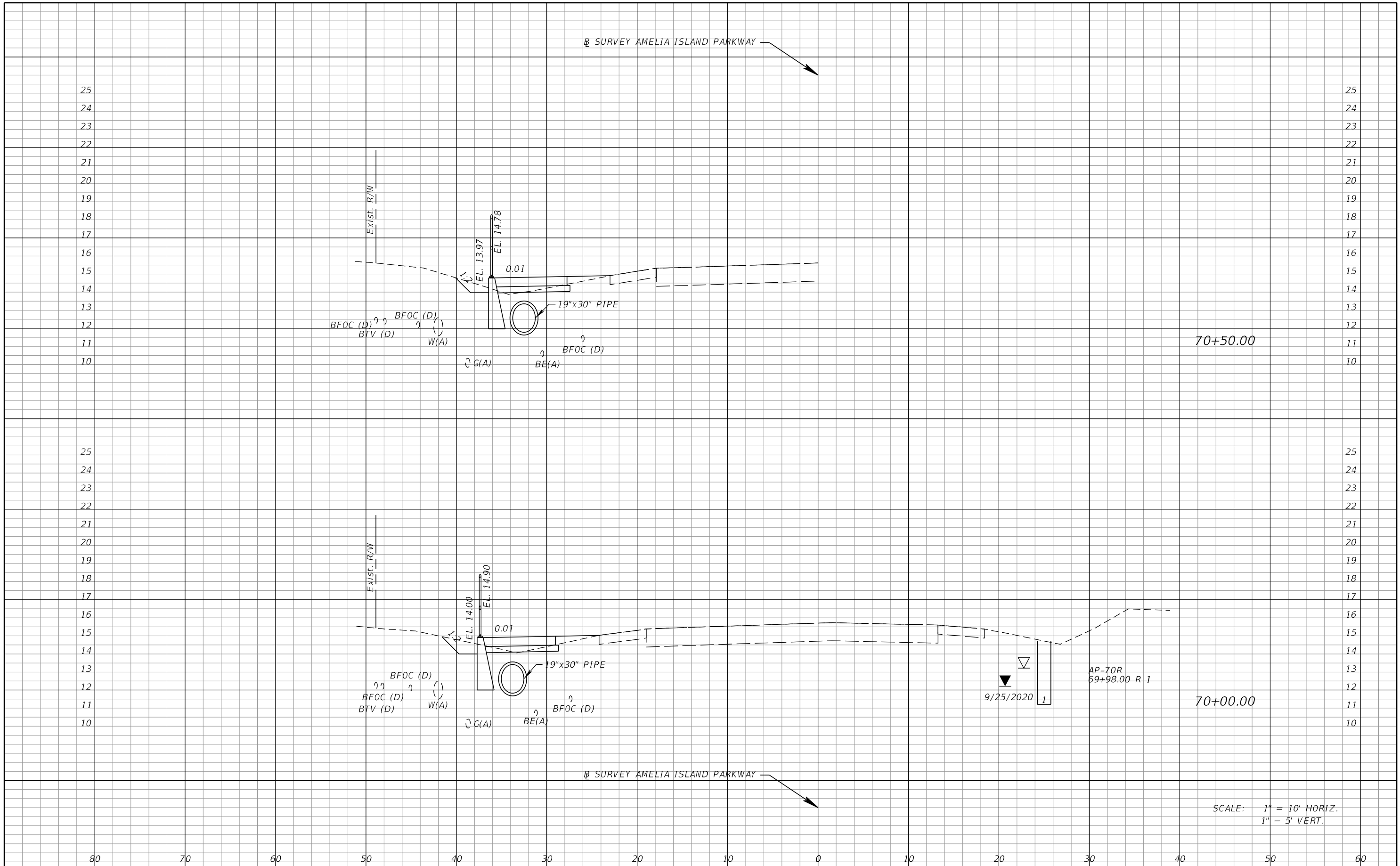


69+50.00

69+00.00

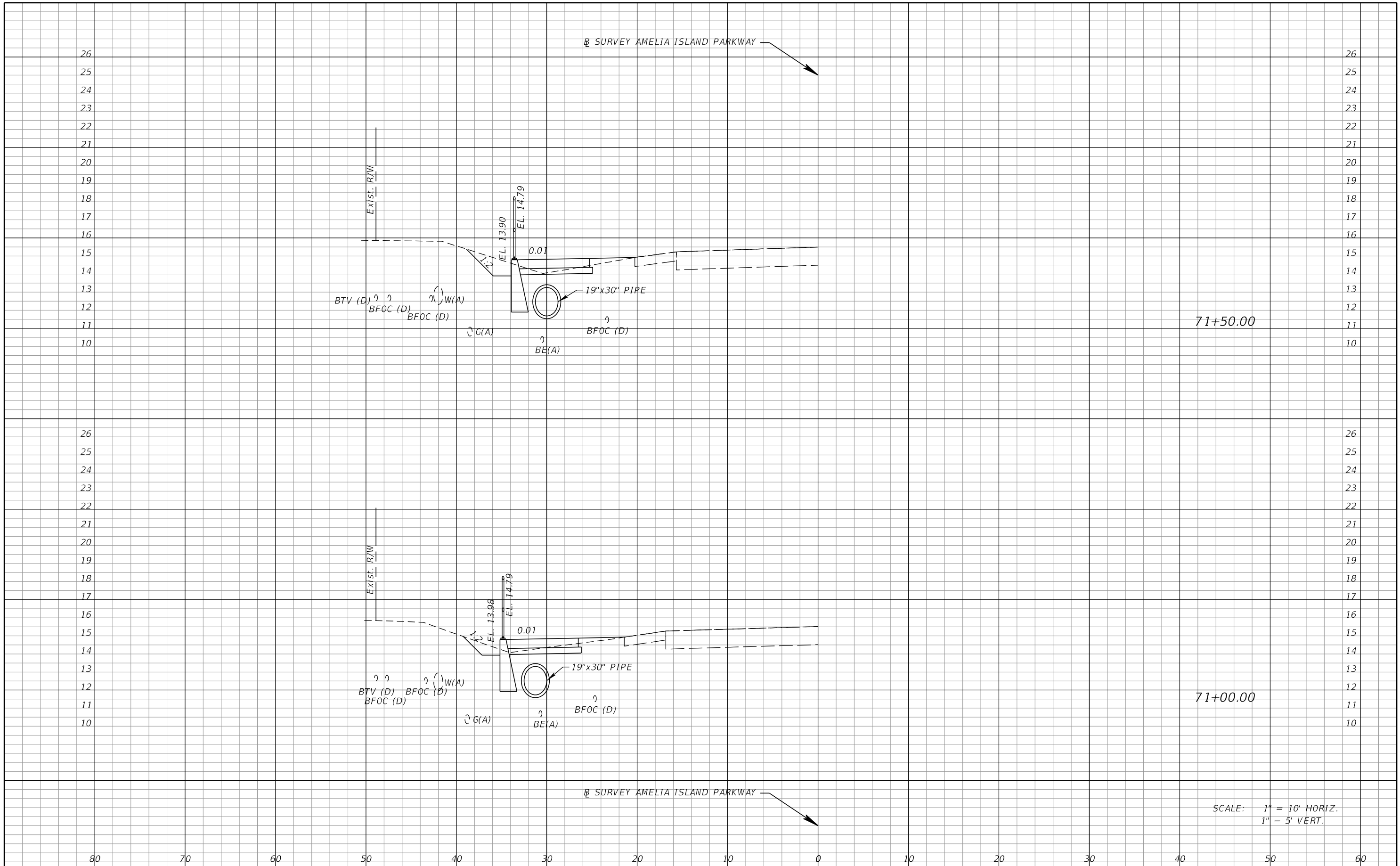
SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 45
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 46
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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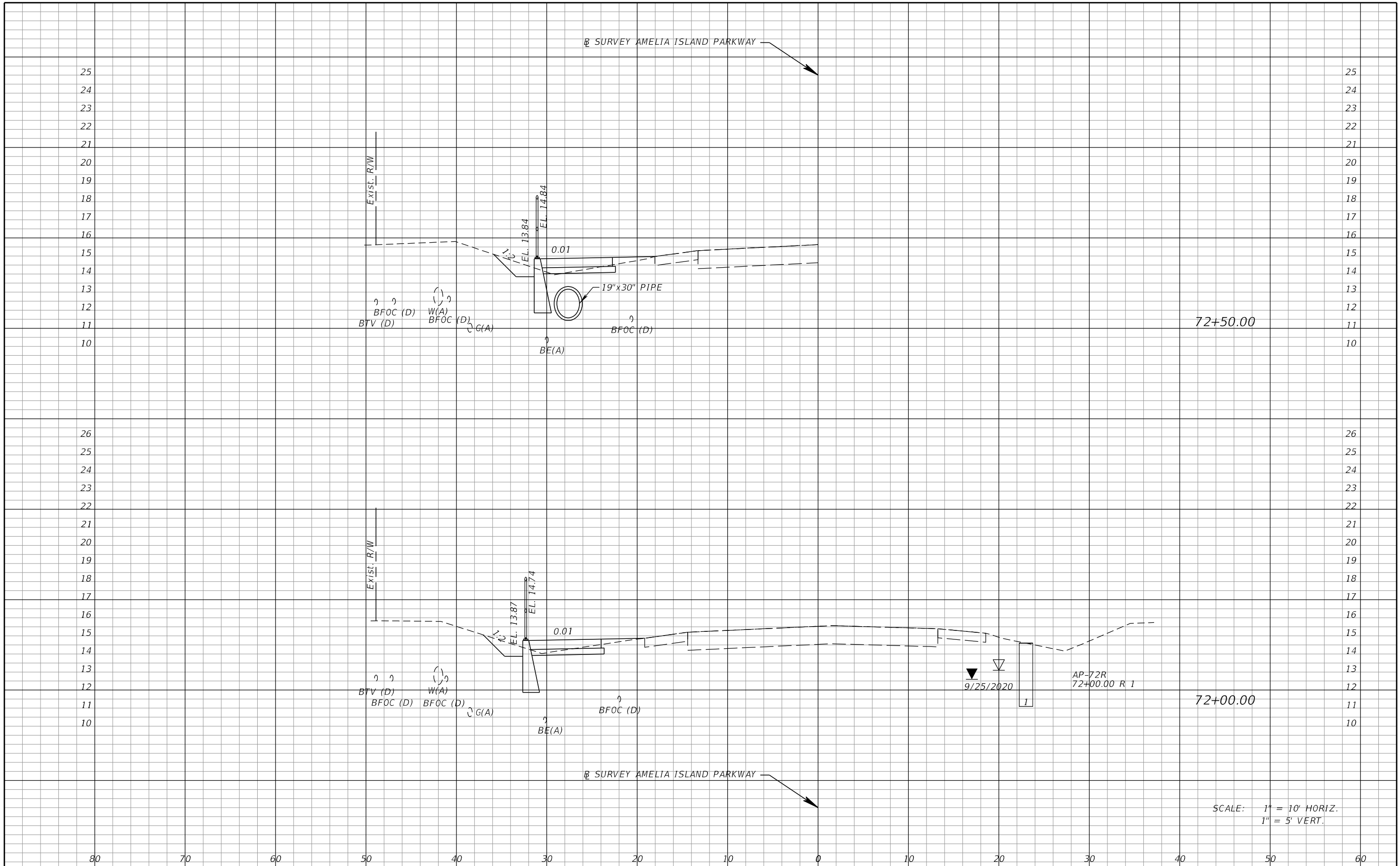
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 47
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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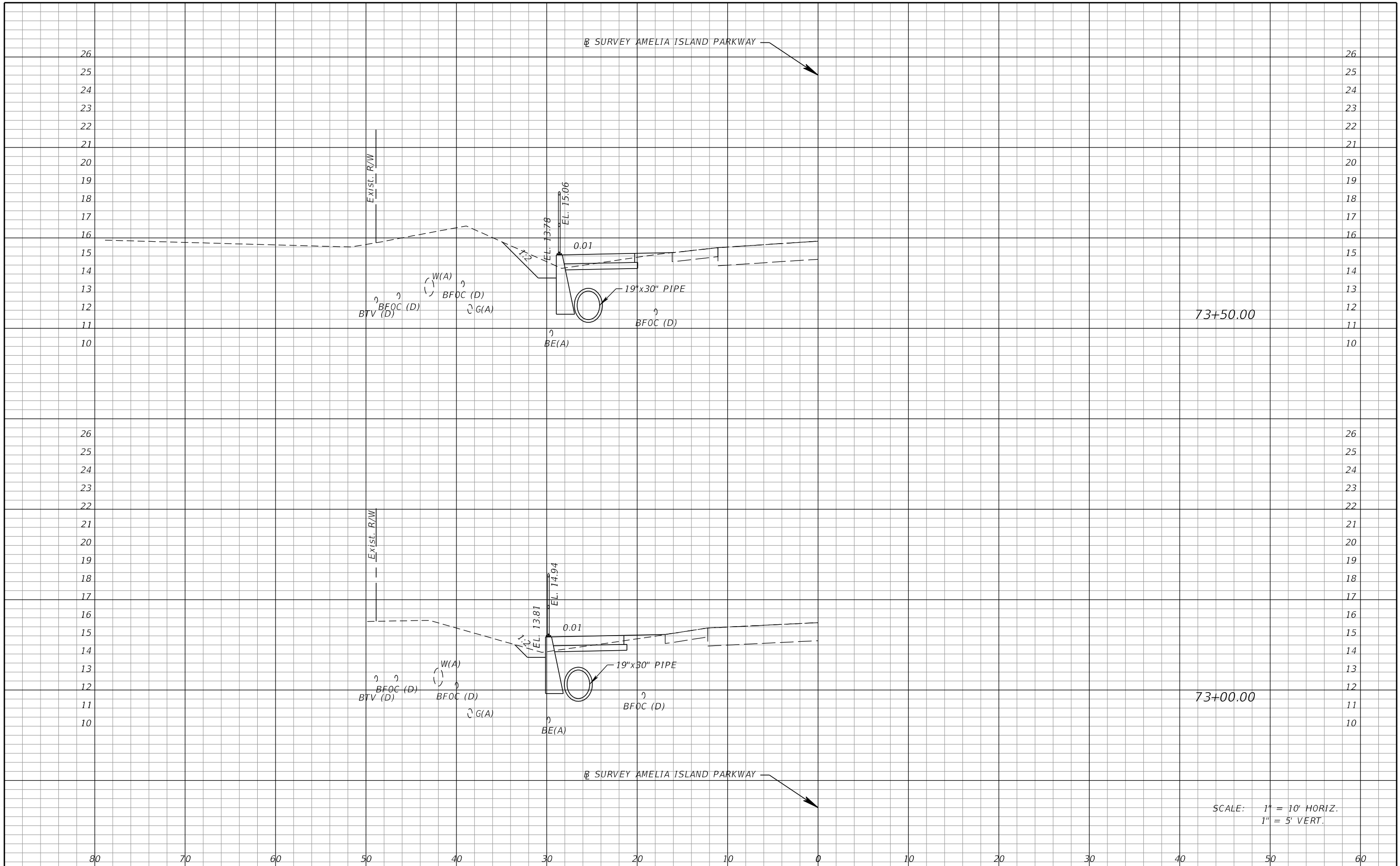
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 48
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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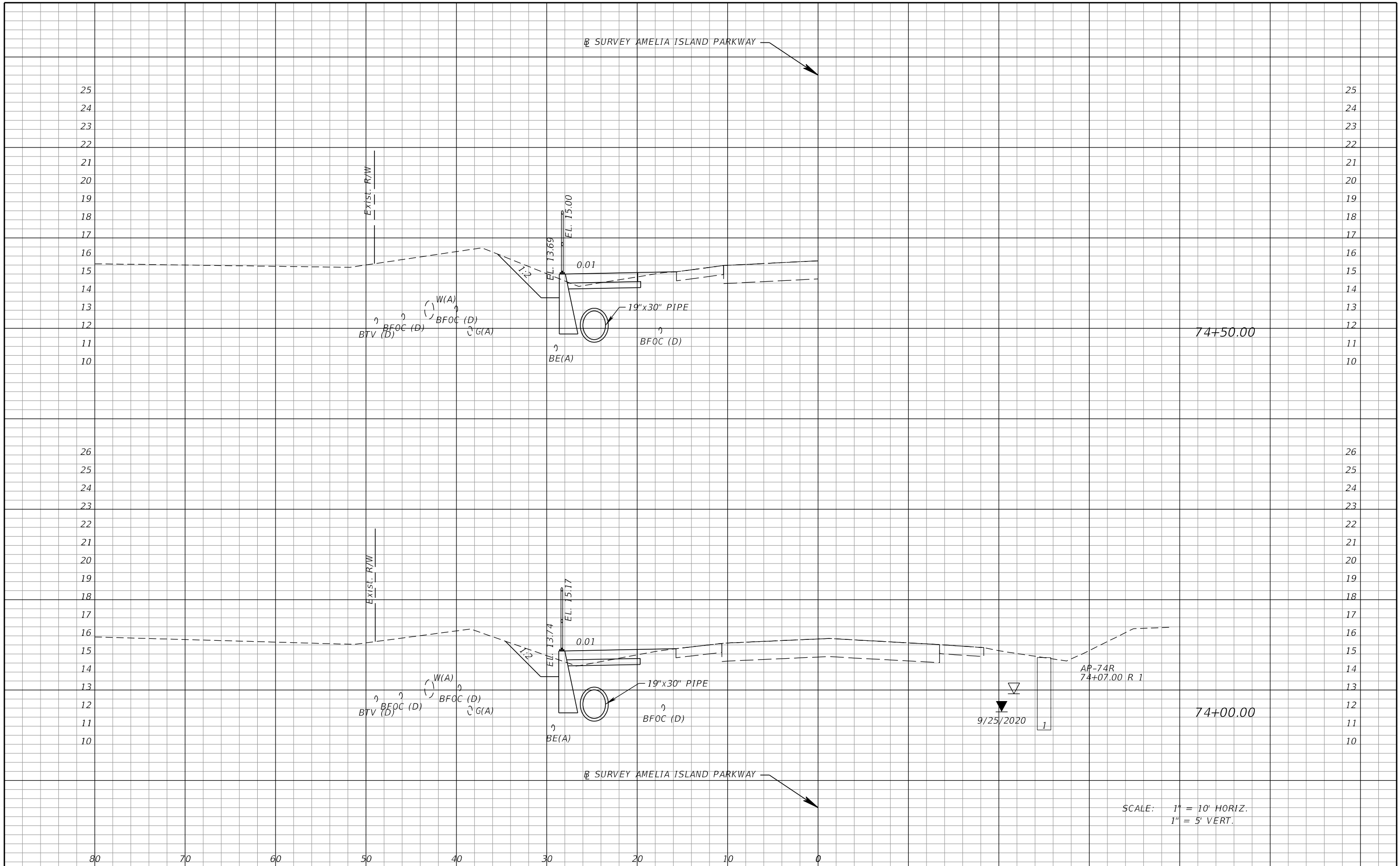
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 49
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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



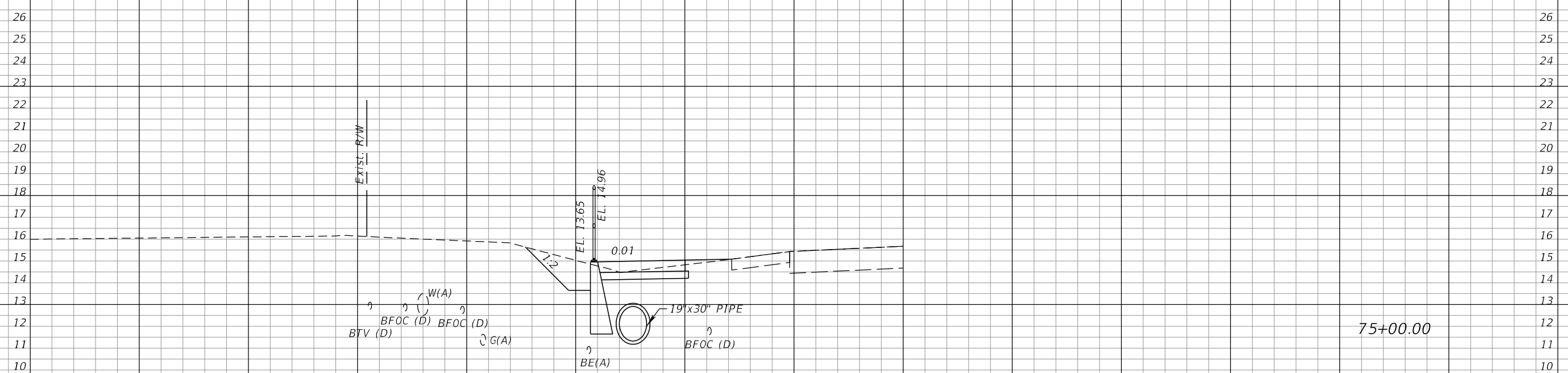
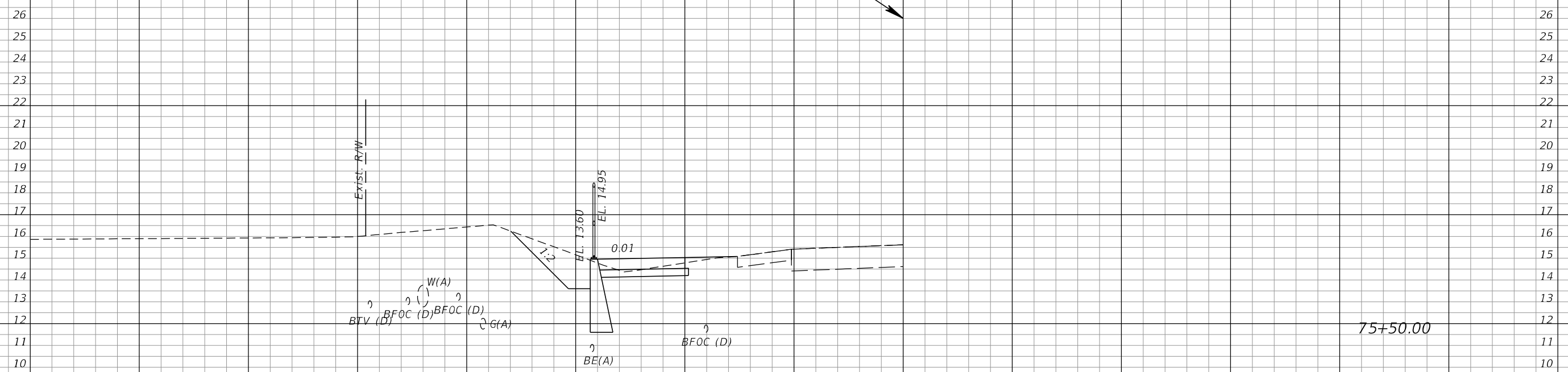
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 50
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

CROSS SECTIONS

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

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

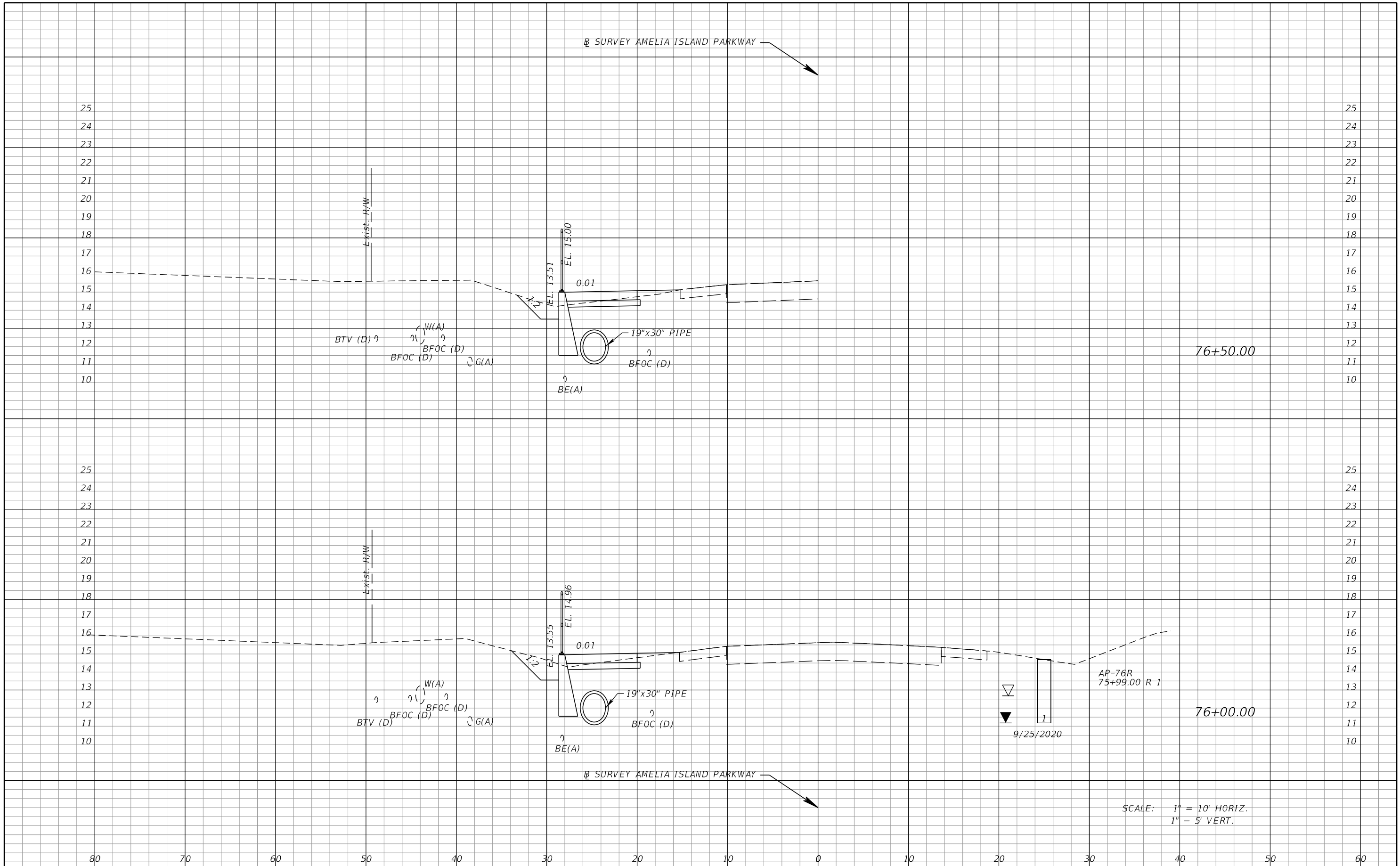
☐ SURVEY AMELIA ISLAND PARKWAY



☐ SURVEY AMELIA ISLAND PARKWAY

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

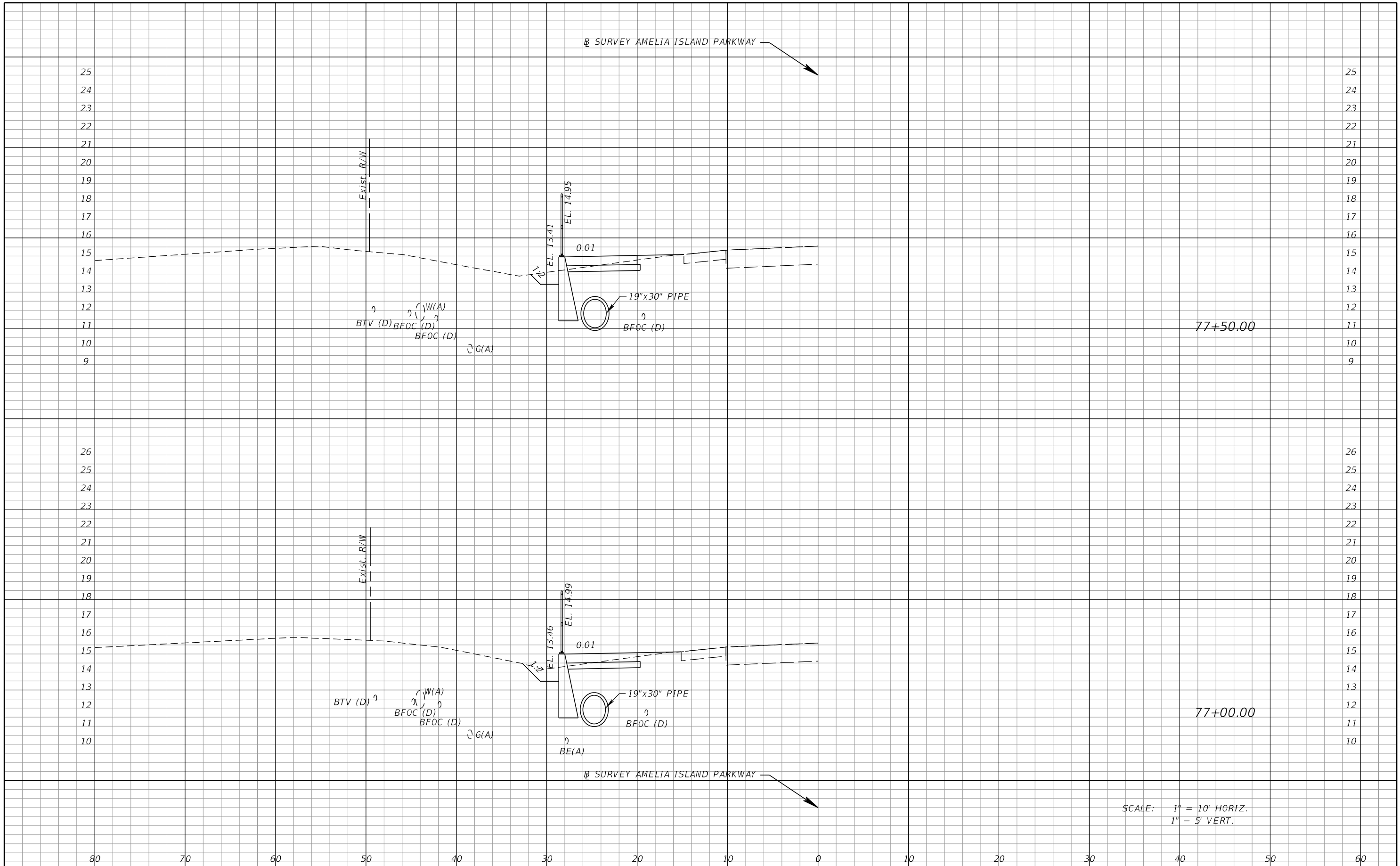
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 51
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 52
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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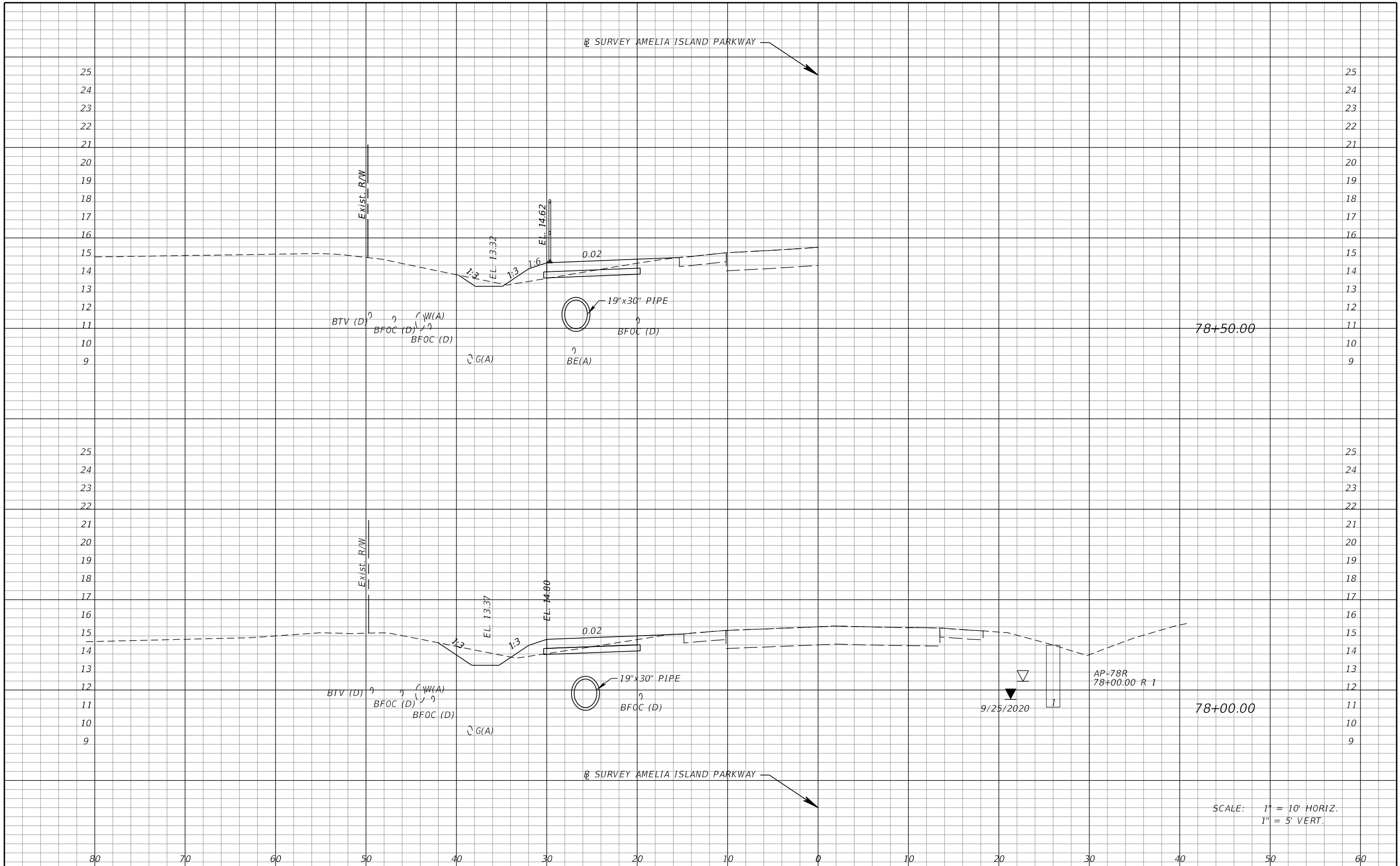
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 53
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

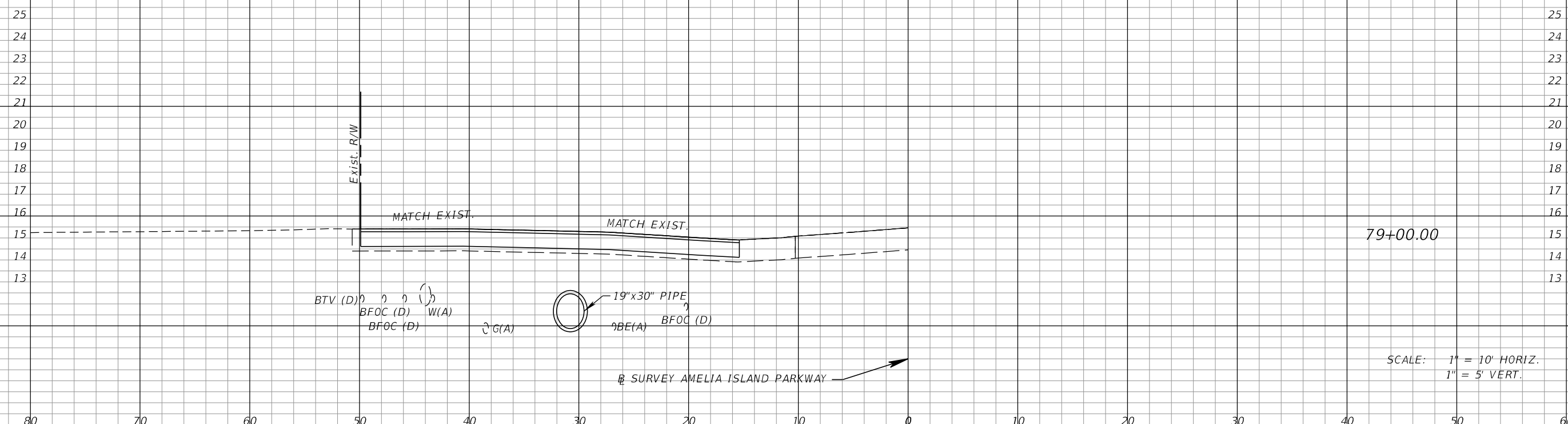
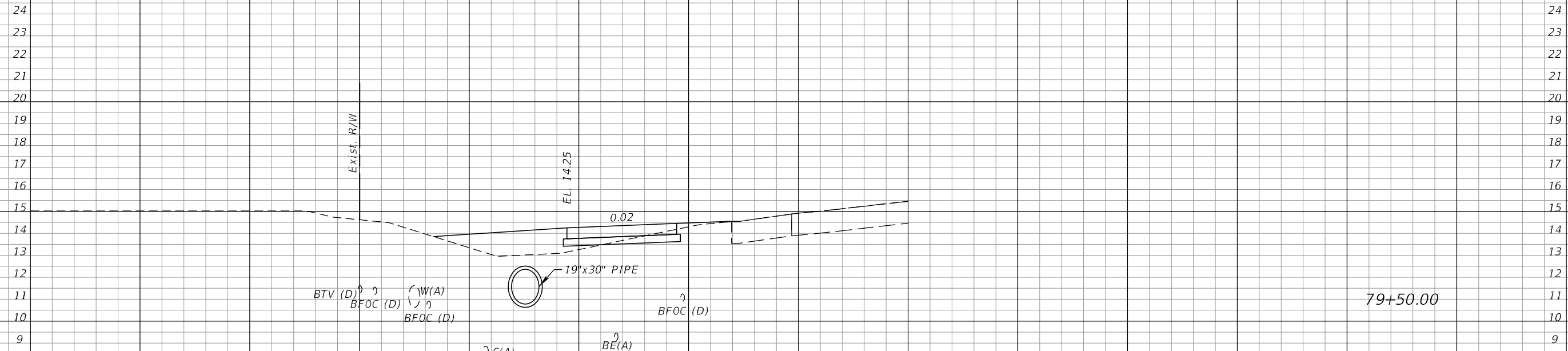


SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 54
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

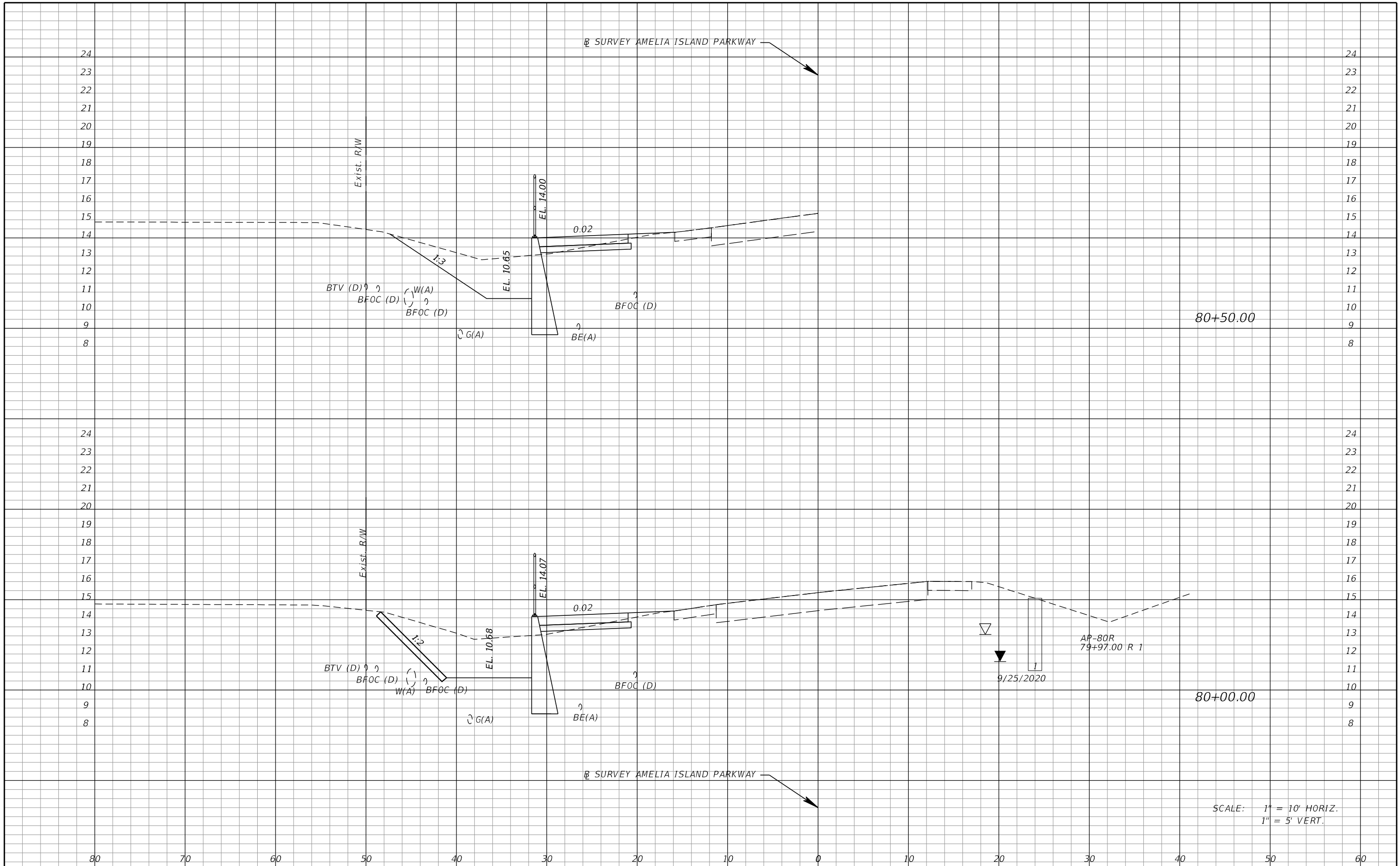
☒ SURVEY AMELIA ISLAND PARKWAY



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 55
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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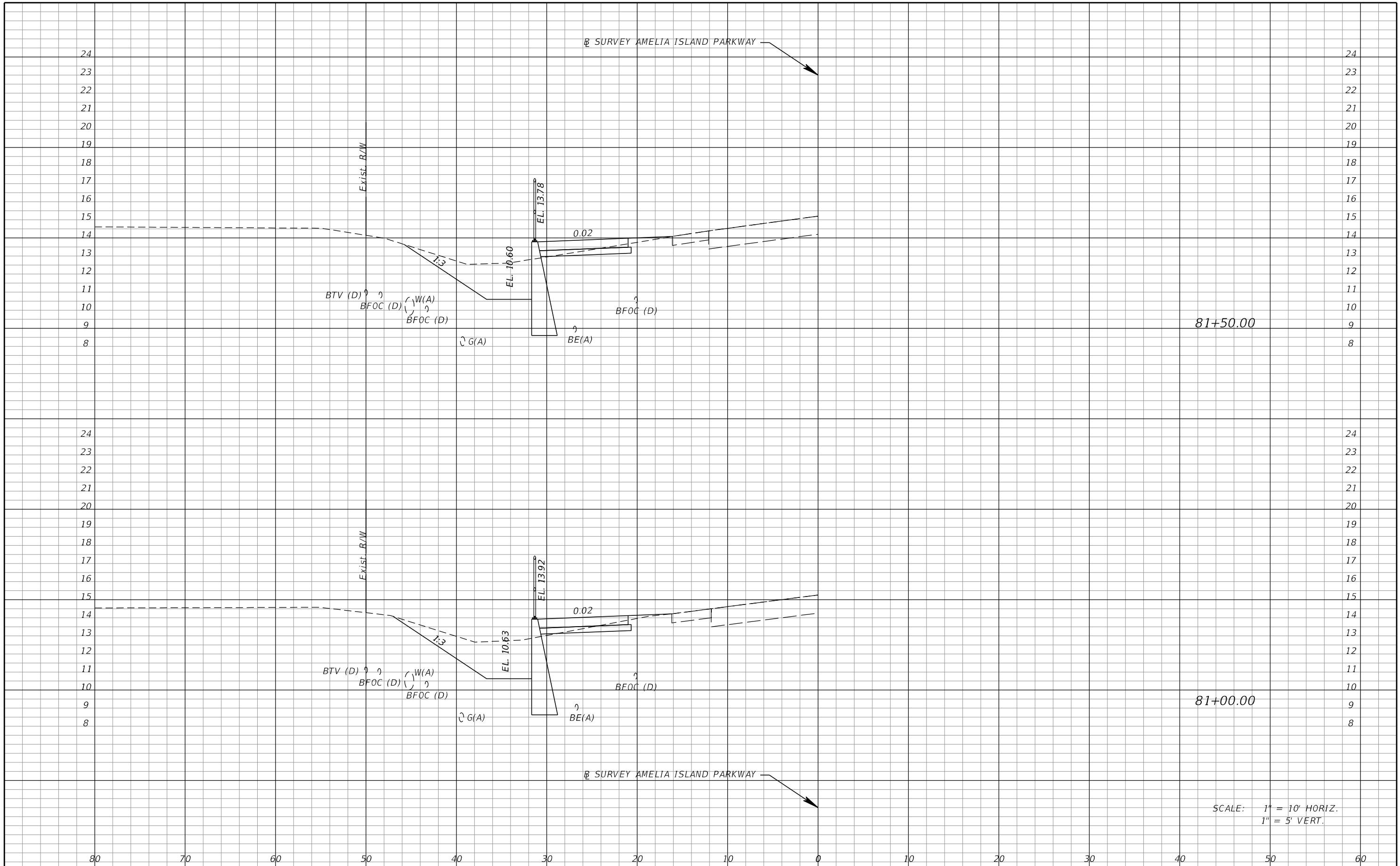
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 56
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

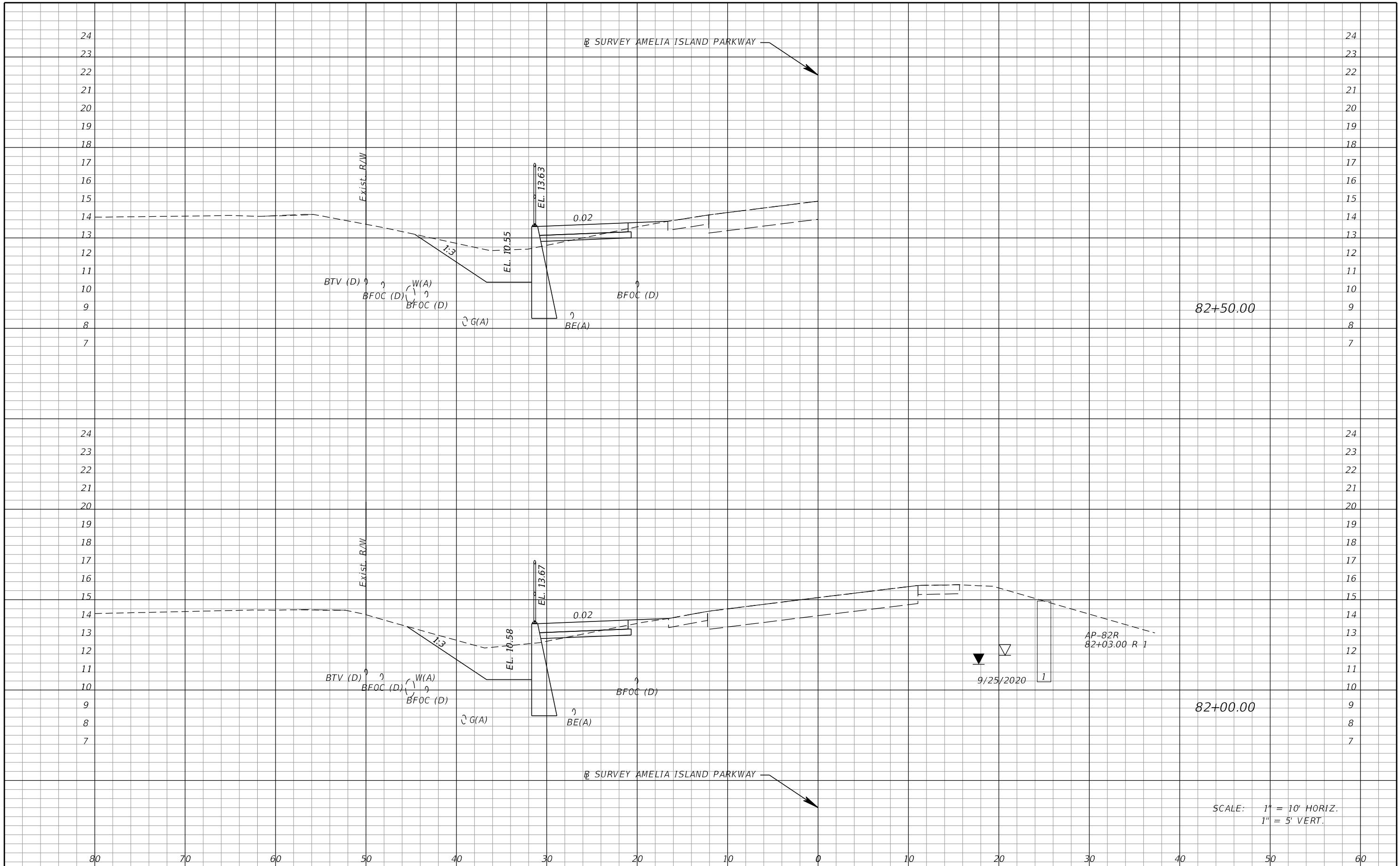


81+50.00

81+00.00

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 57
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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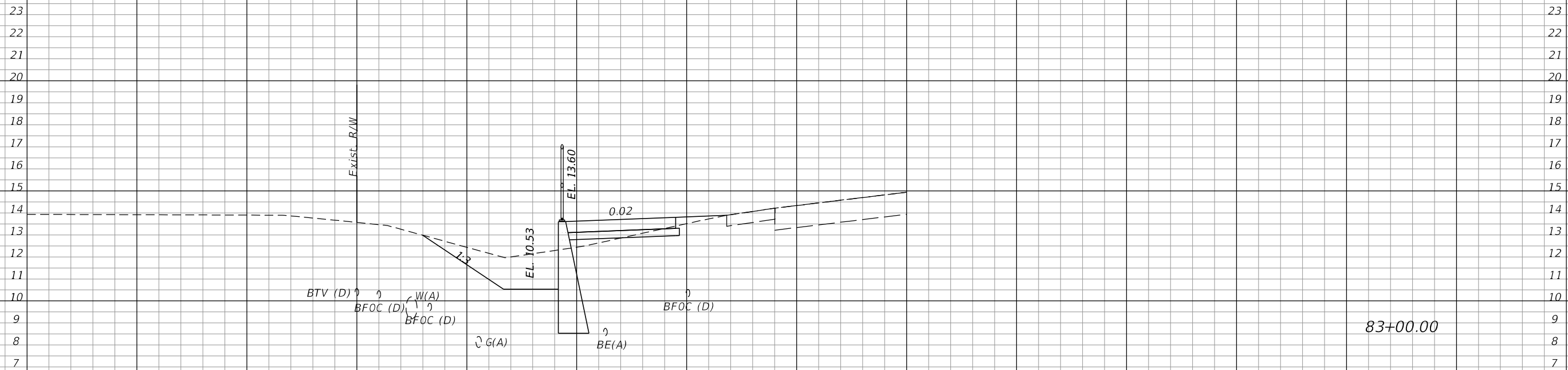
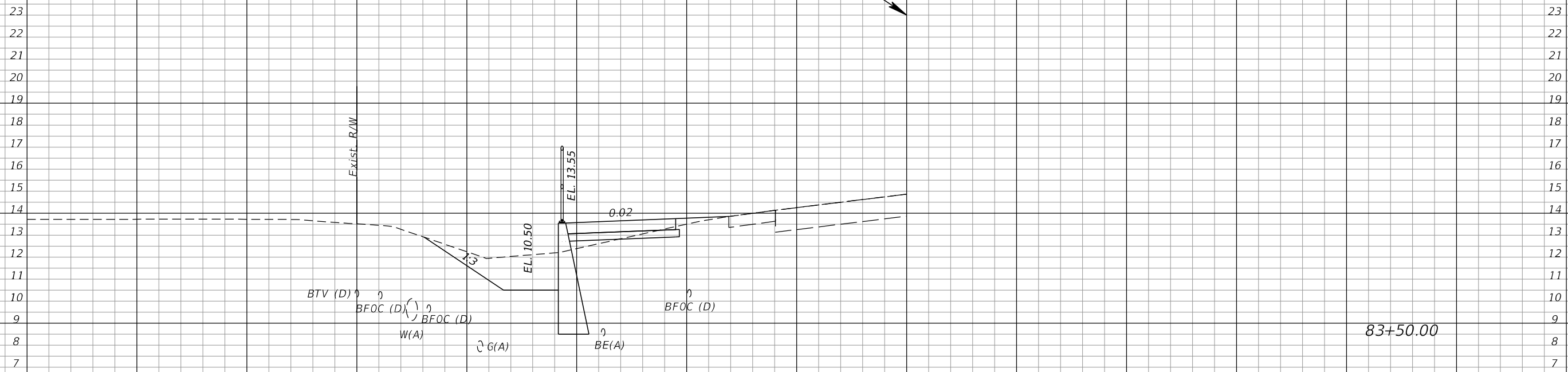


SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 58
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

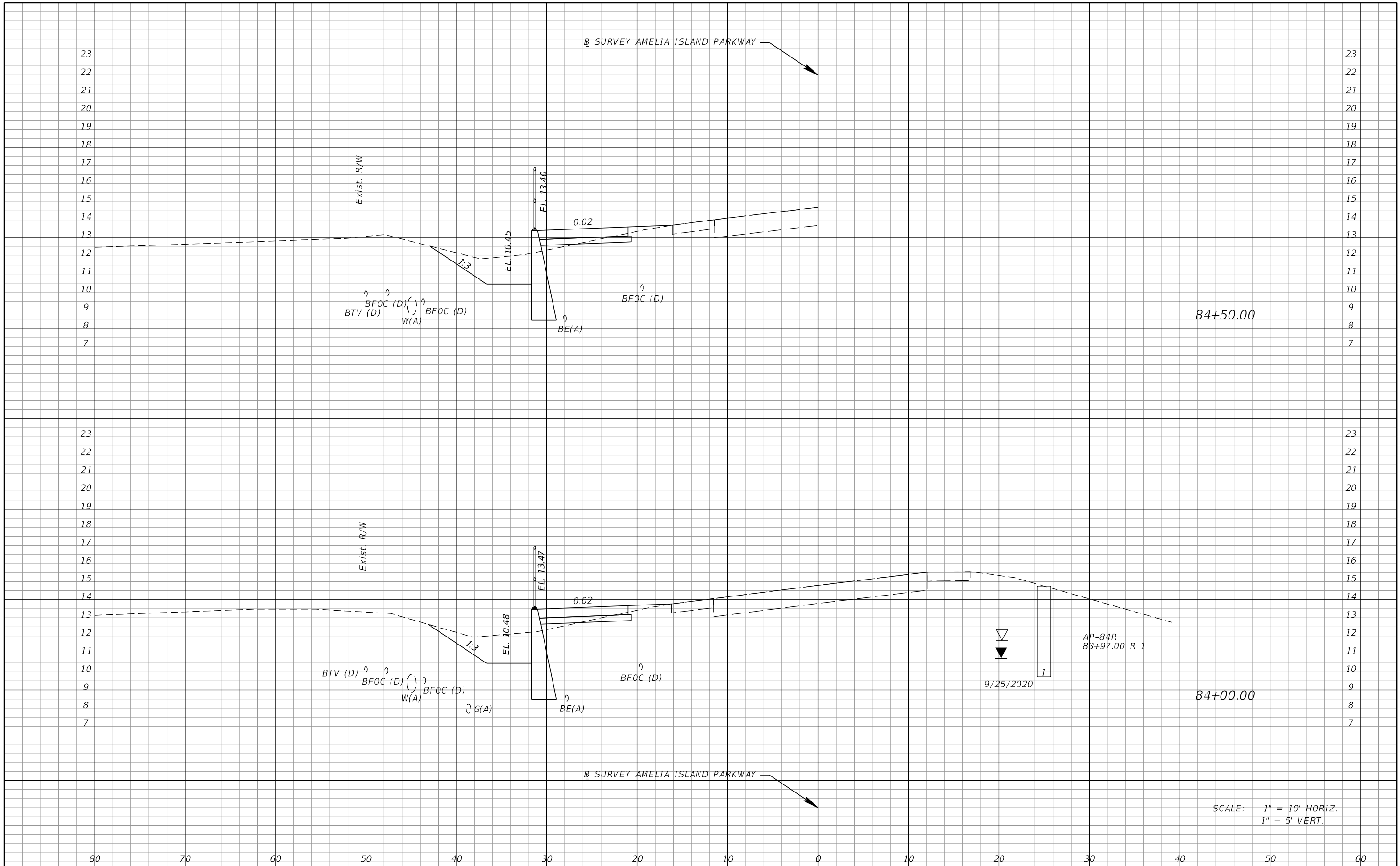
Ⓟ SURVEY AMELIA ISLAND PARKWAY



Ⓟ SURVEY AMELIA ISLAND PARKWAY

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

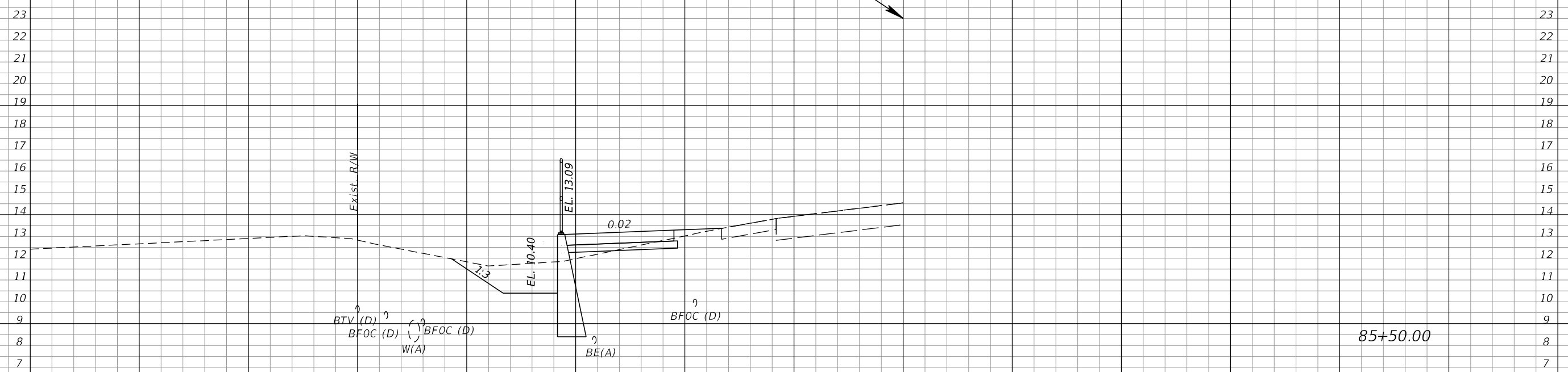
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 59
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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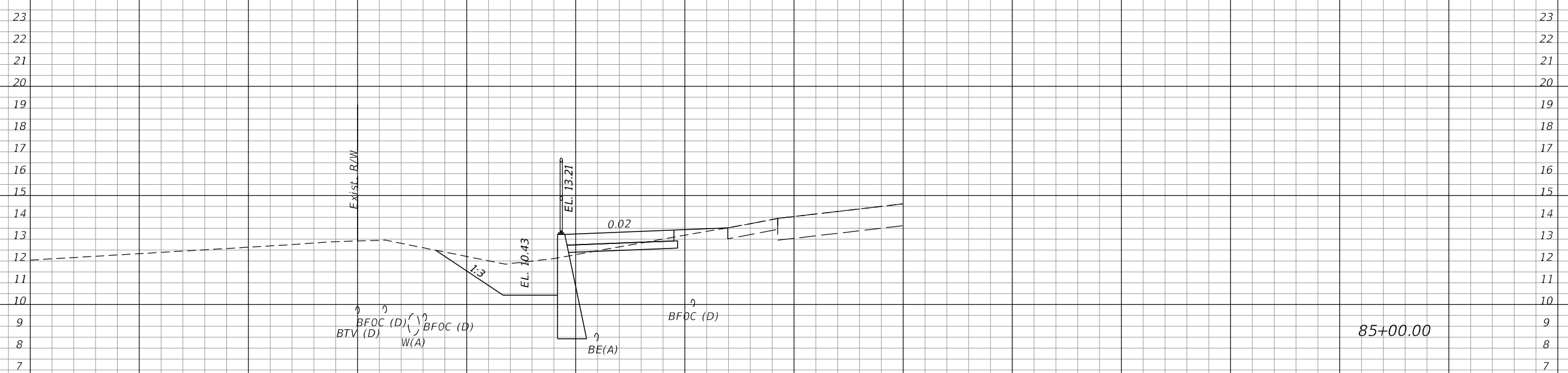
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 60
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

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Ⓟ SURVEY AMELIA ISLAND PARKWAY



85+50.00

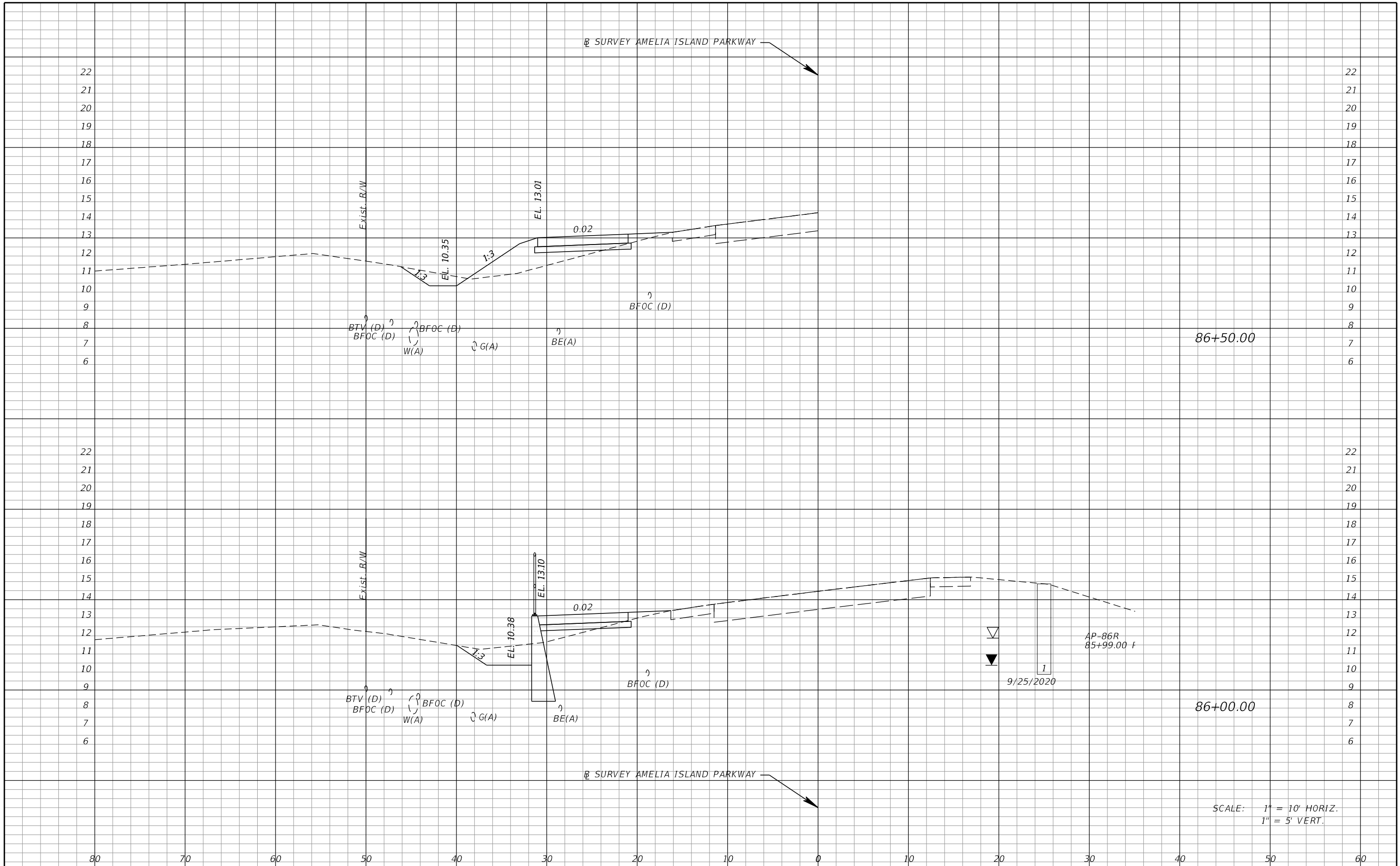


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Ⓟ SURVEY AMELIA ISLAND PARKWAY

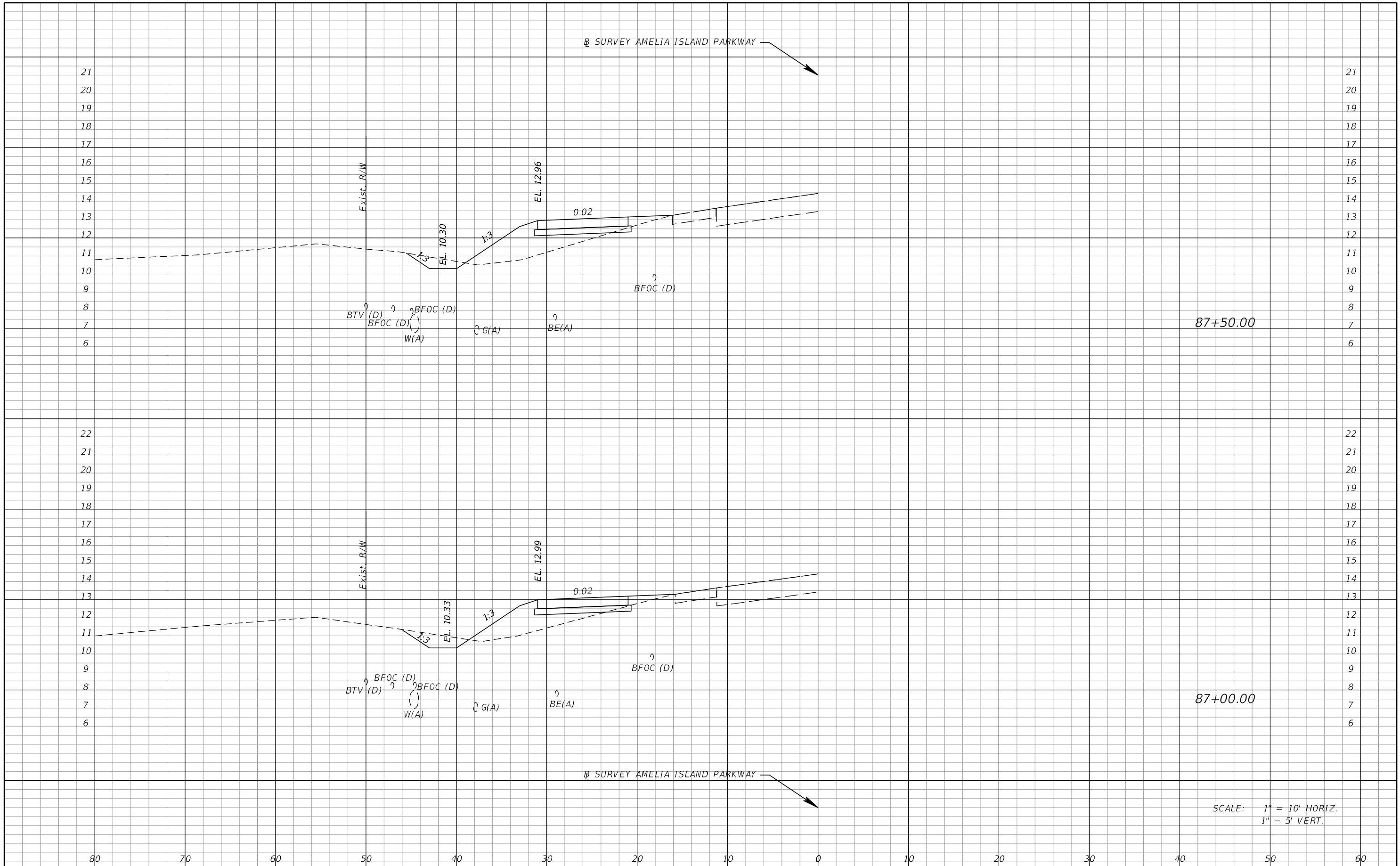
SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 61
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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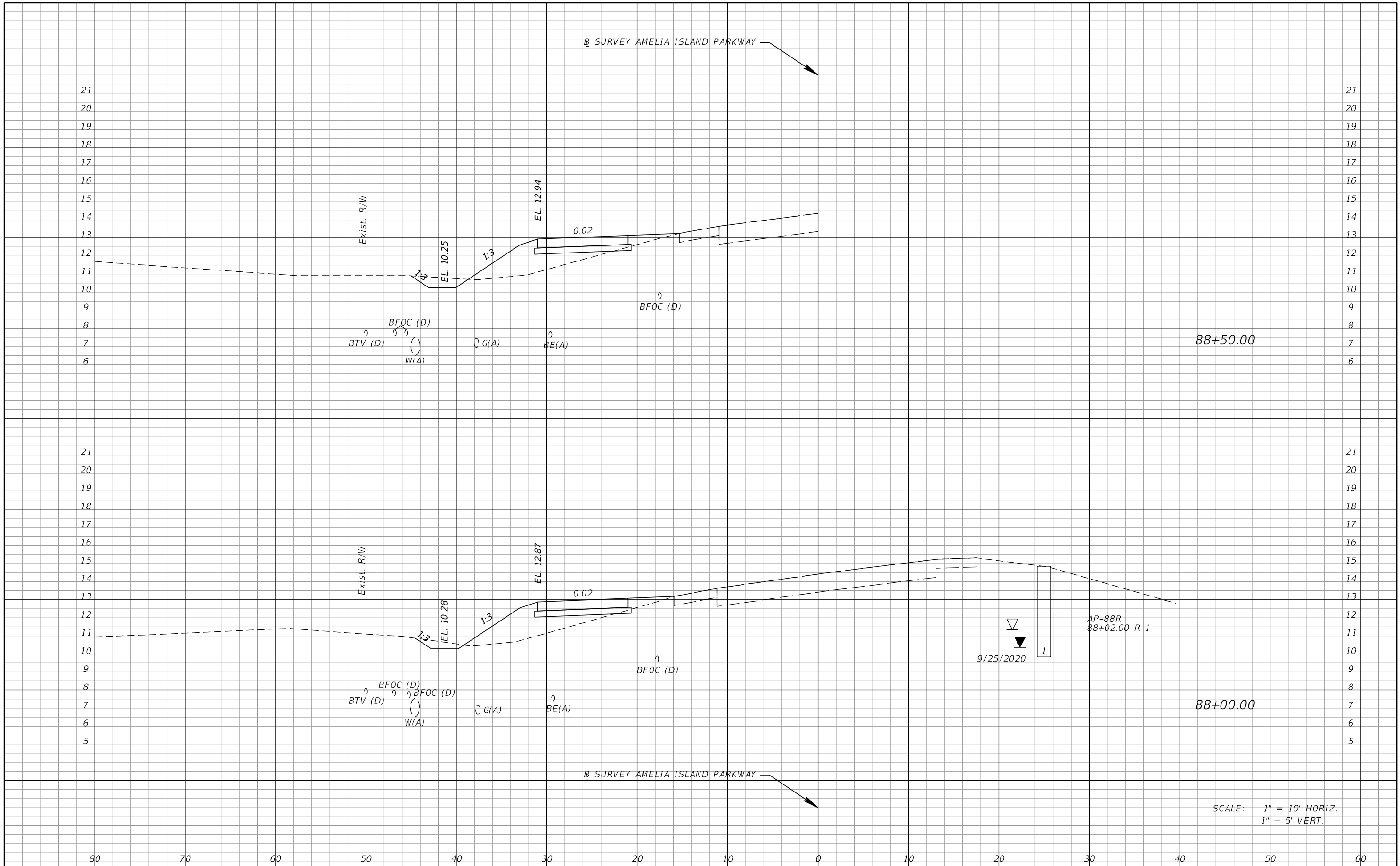
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87+00.00

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	

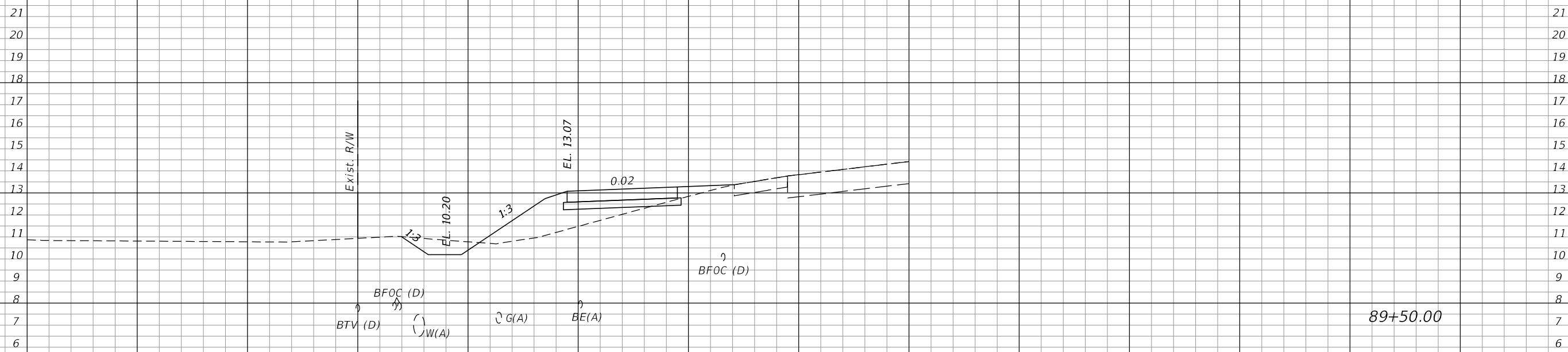
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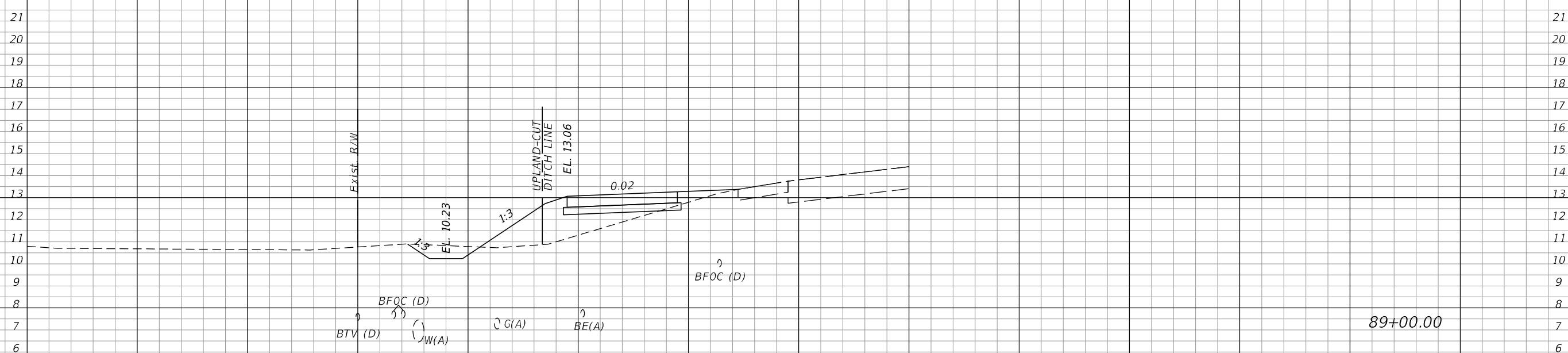
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		64
					-	NASSAU	437335-1-58-01		

Ⓟ SURVEY AMELIA ISLAND PARKWAY



89+50.00

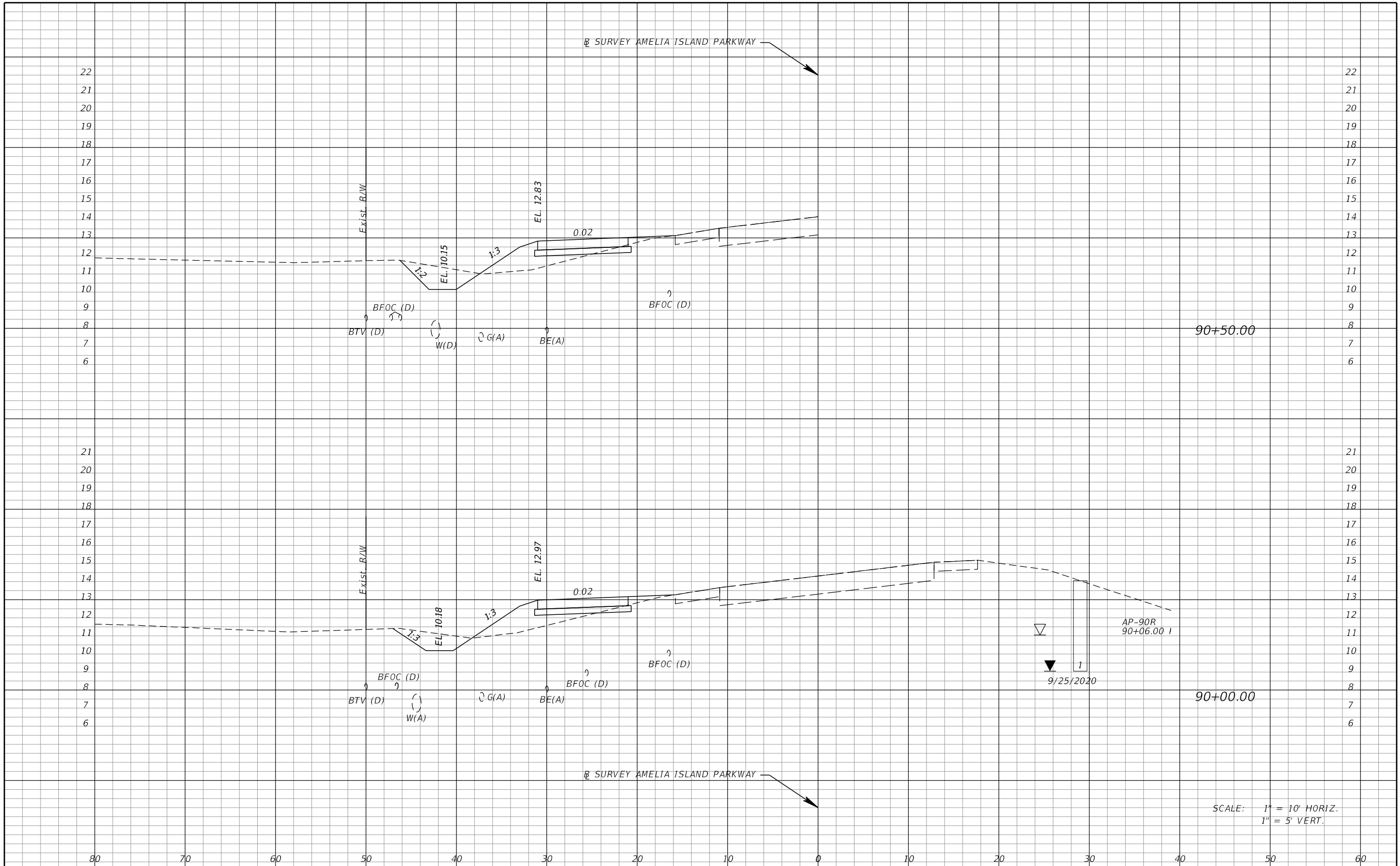


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Ⓟ SURVEY AMELIA ISLAND PARKWAY

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

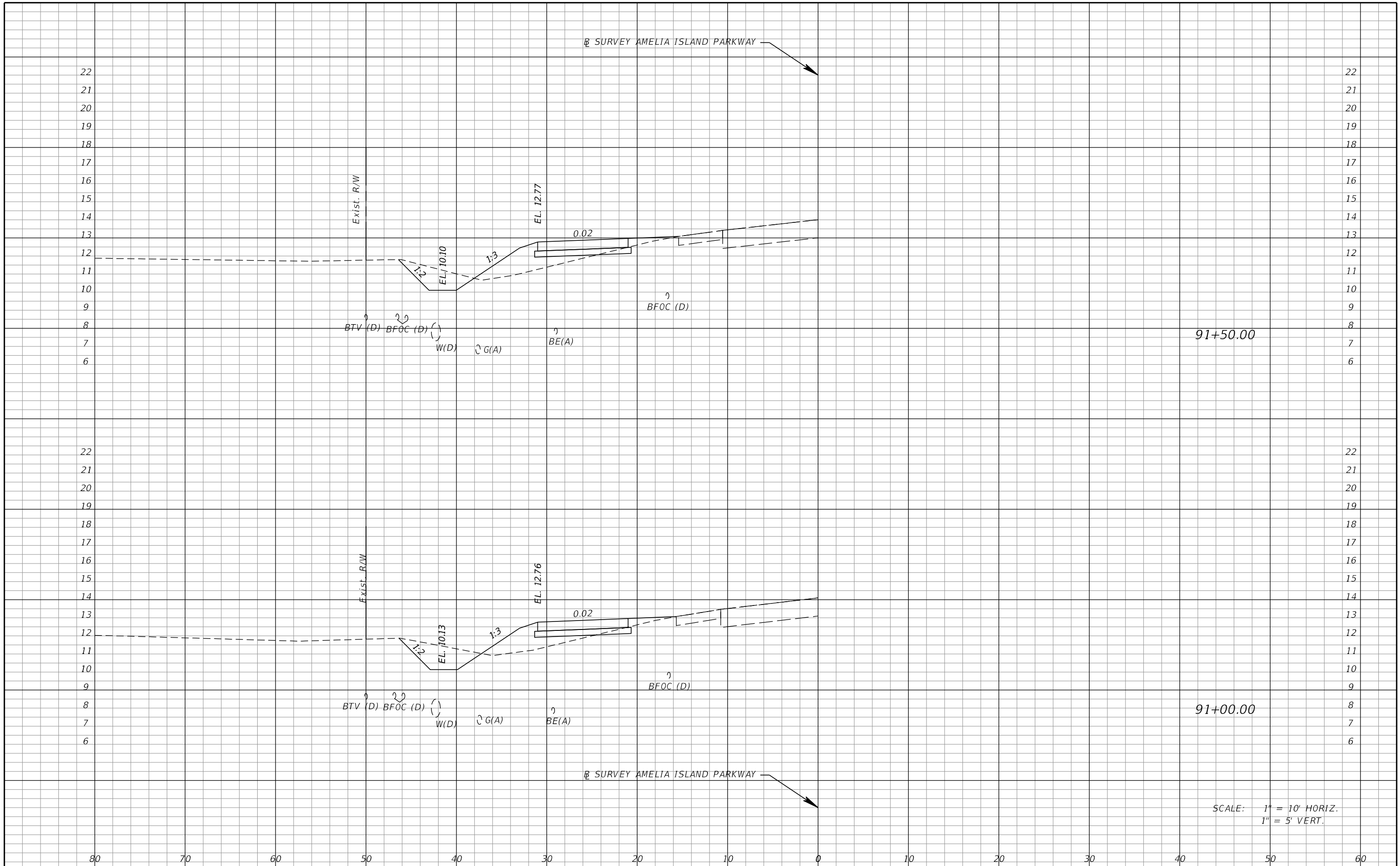
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 65
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



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1" = 5' VERT.

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	

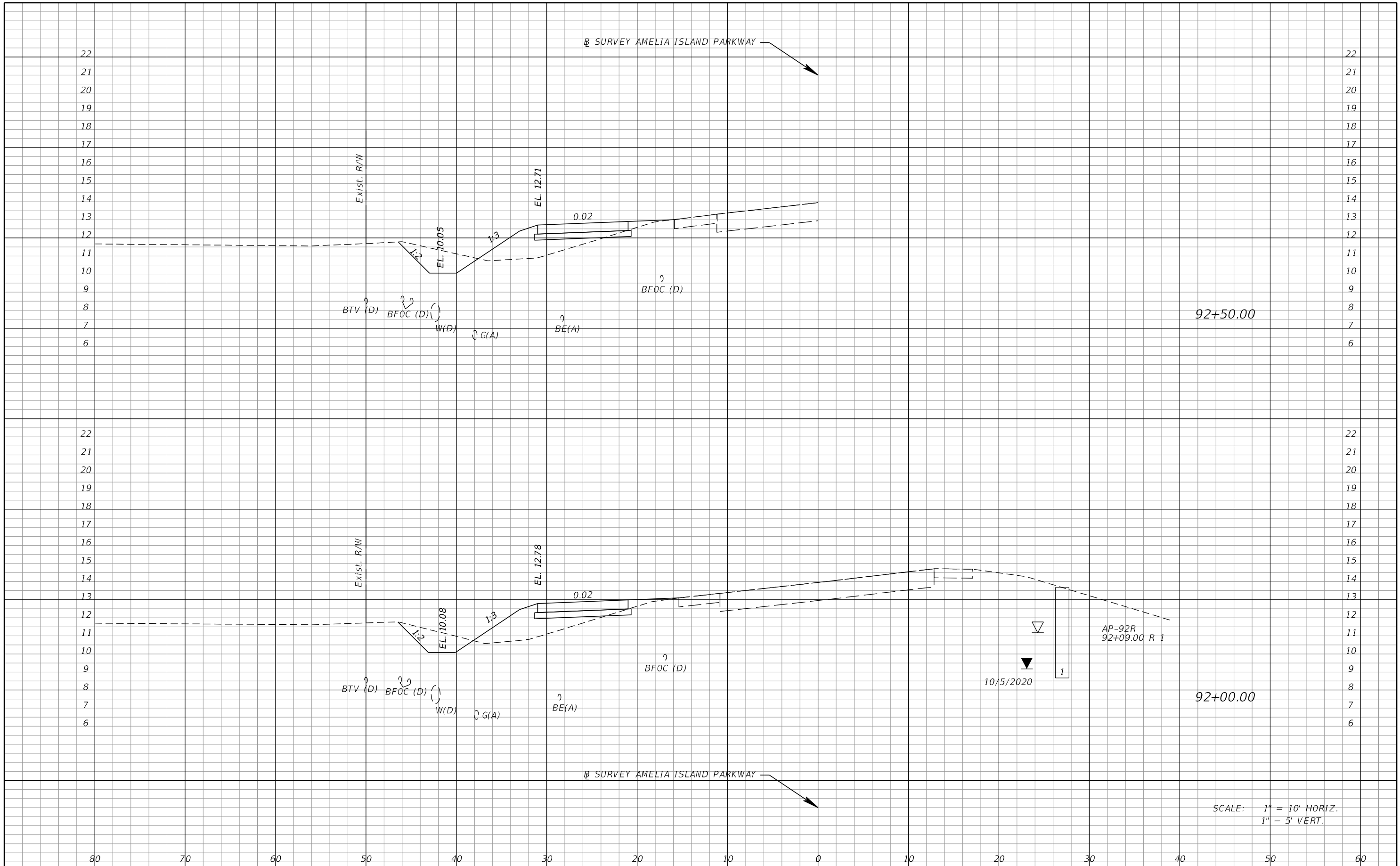
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1" = 5' VERT.

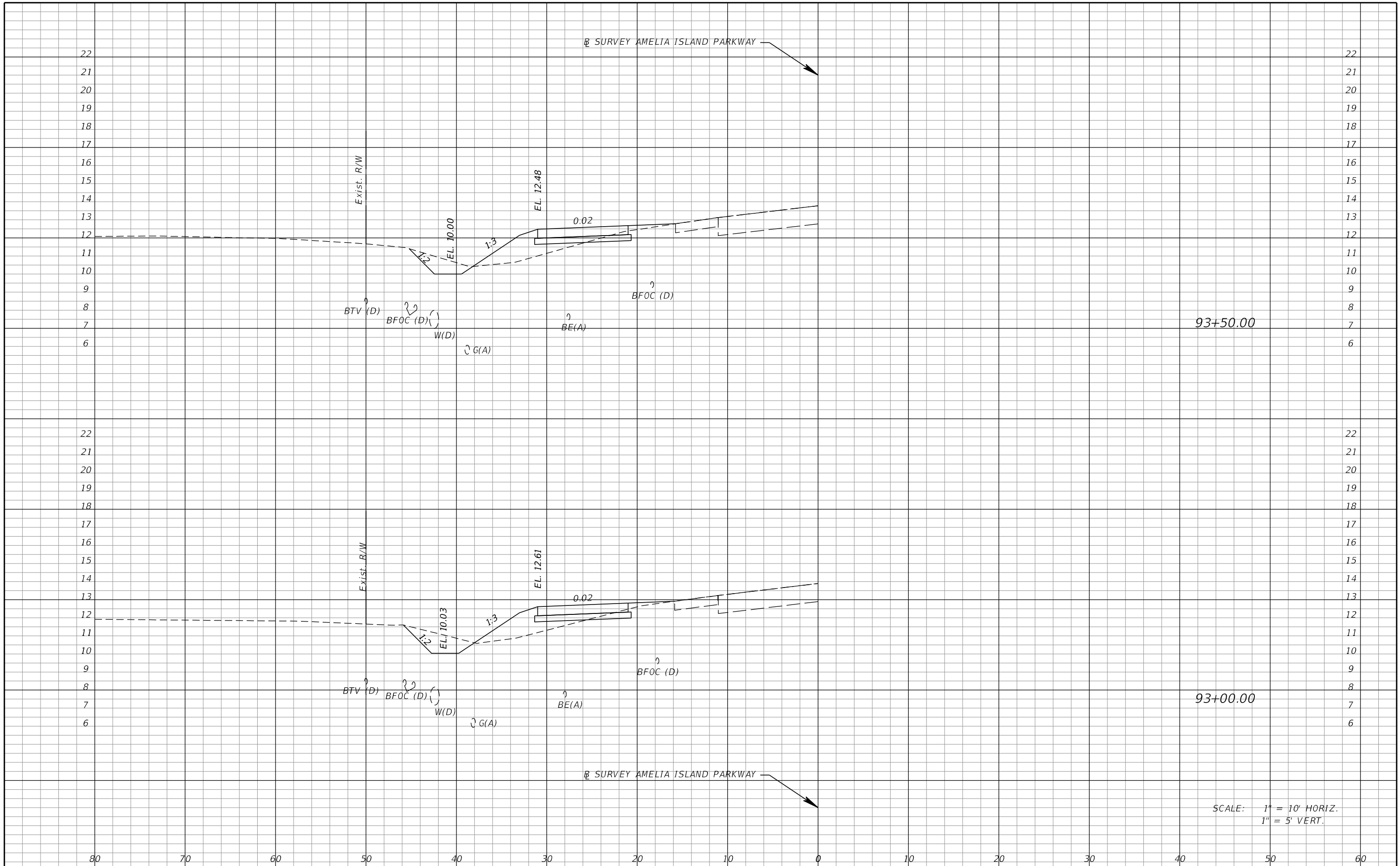
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 67
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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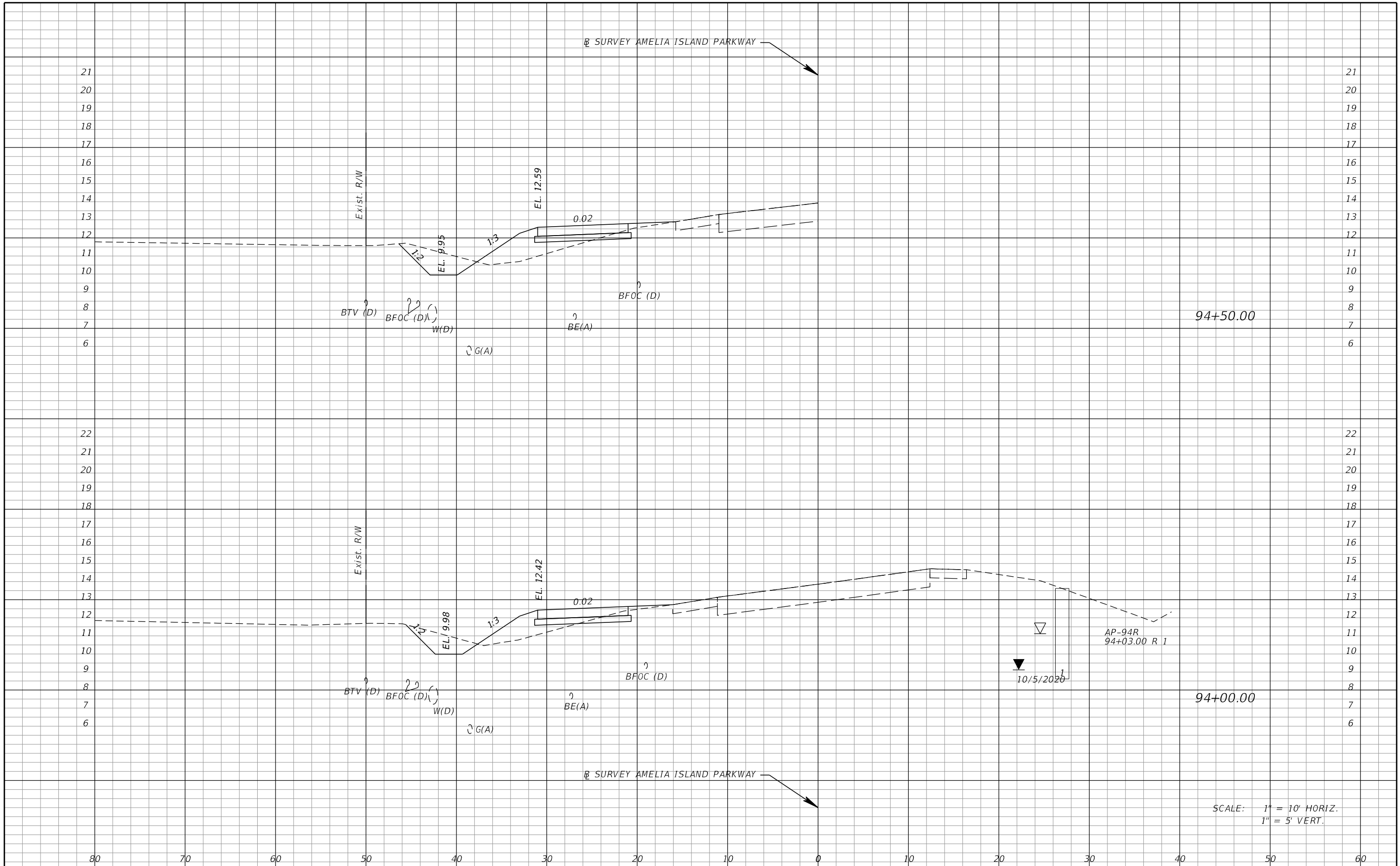
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 68
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	

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REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 69
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	

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94+50.00

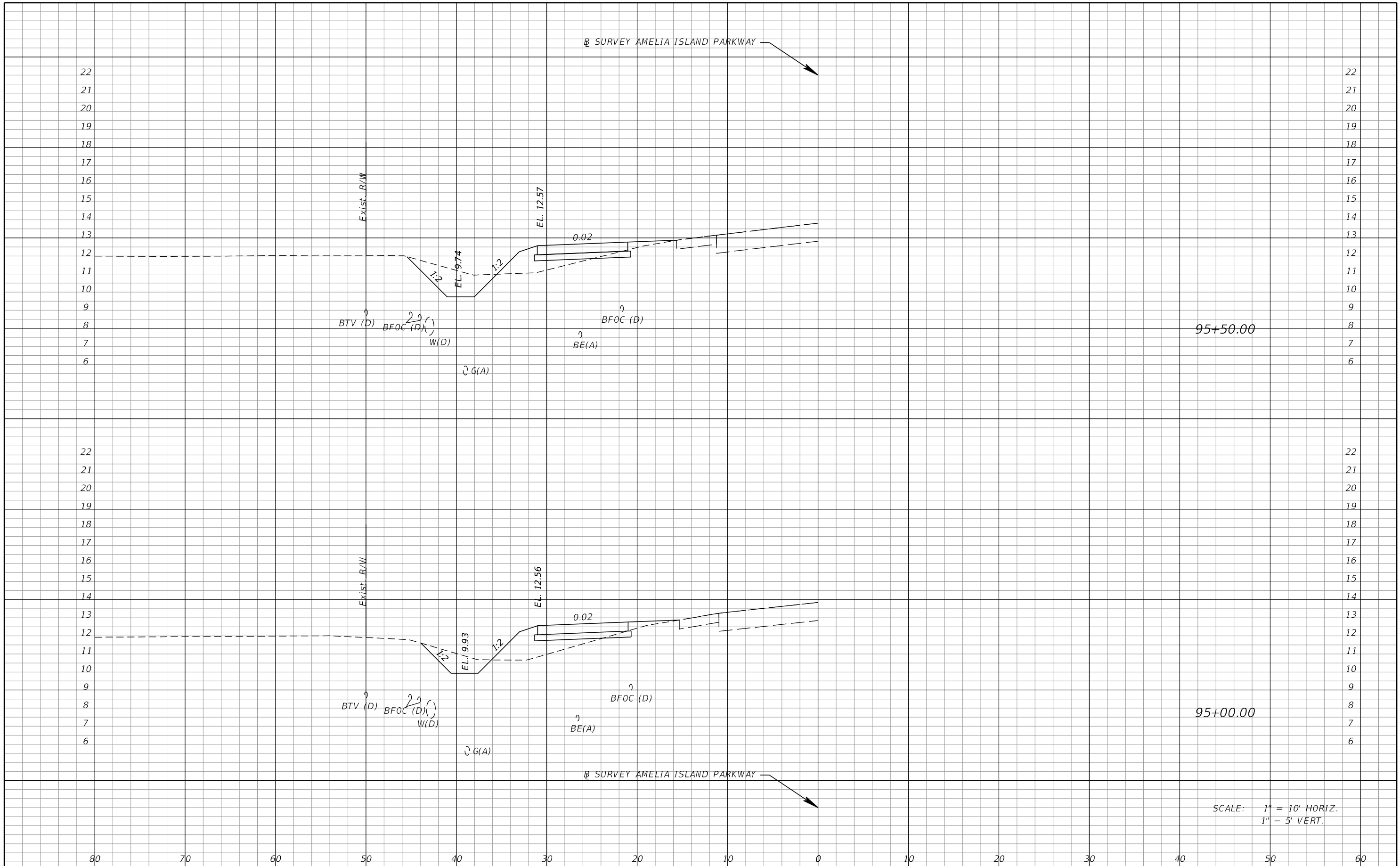
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SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

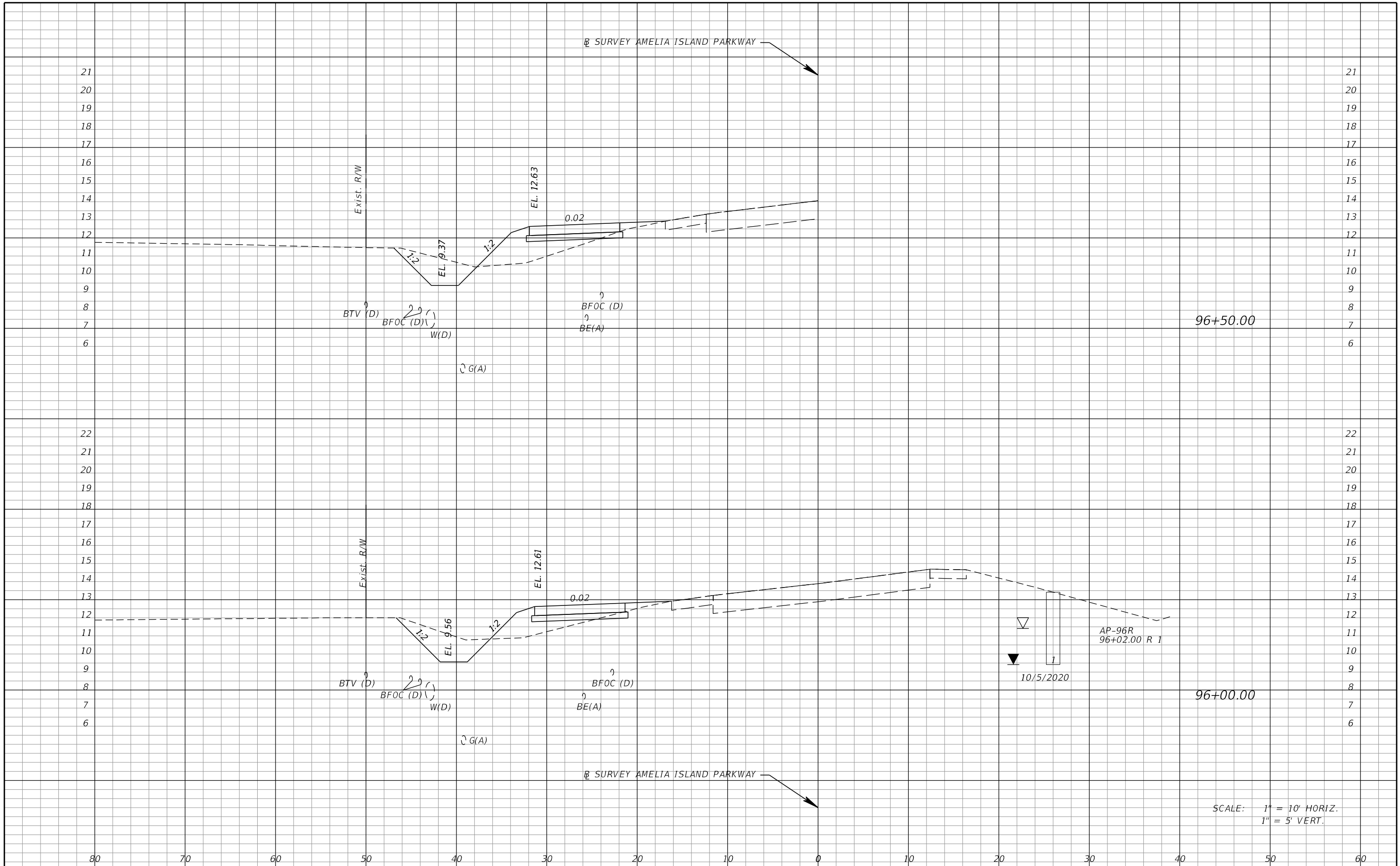
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

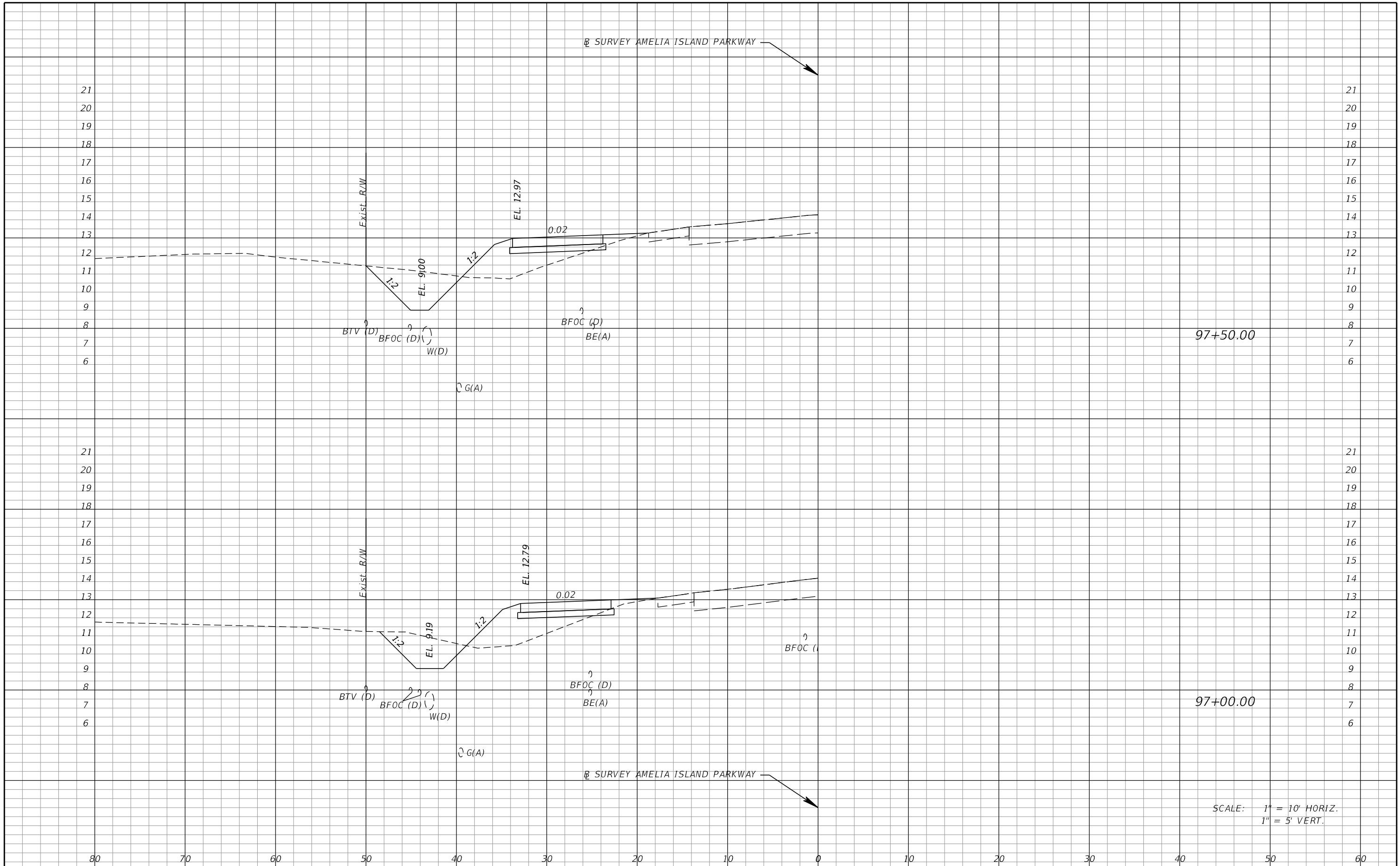
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 71
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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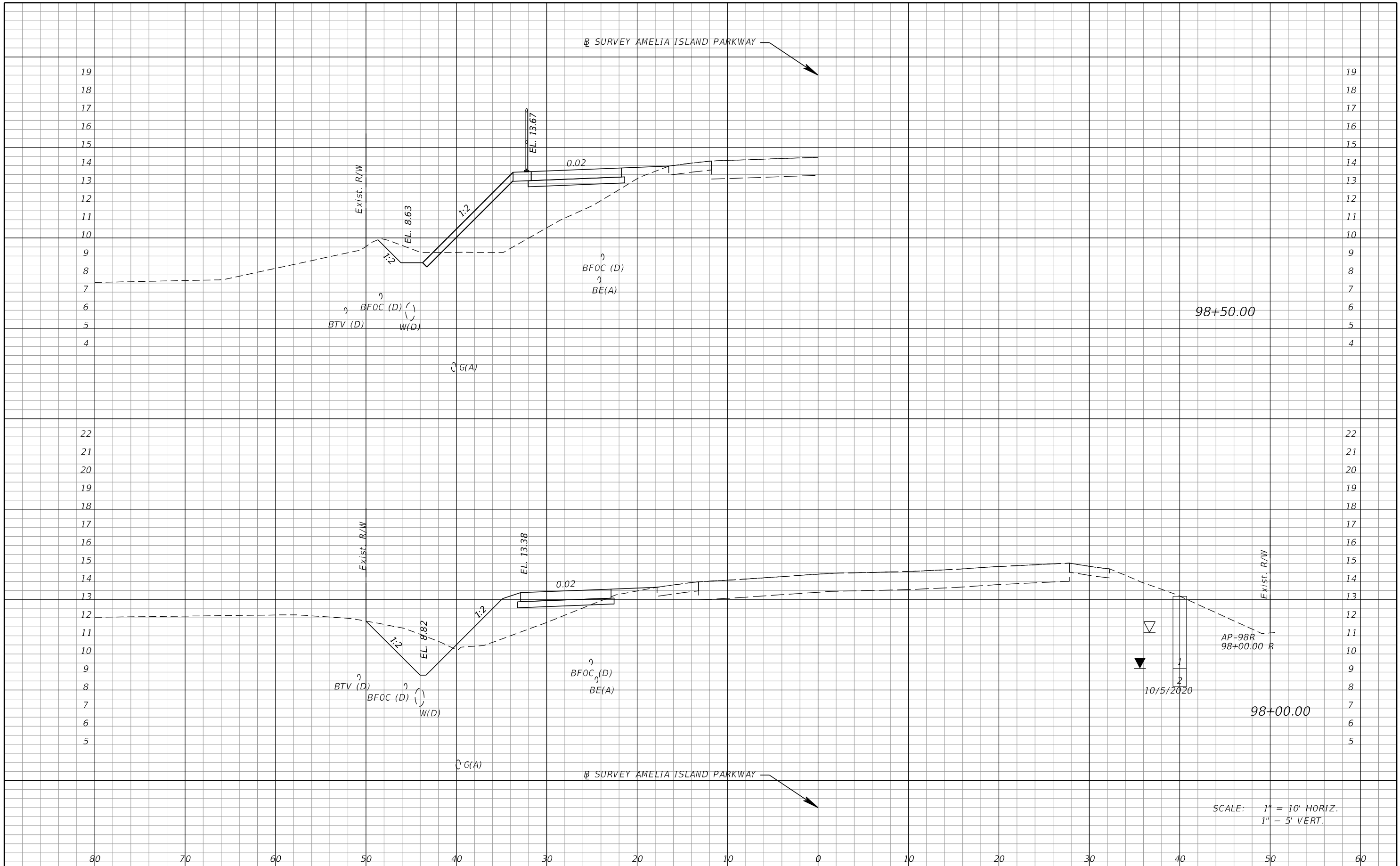
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<h2 style="margin: 0;">CROSS SECTIONS</h2>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		72
					-	NASSAU	437335-1-58-01		



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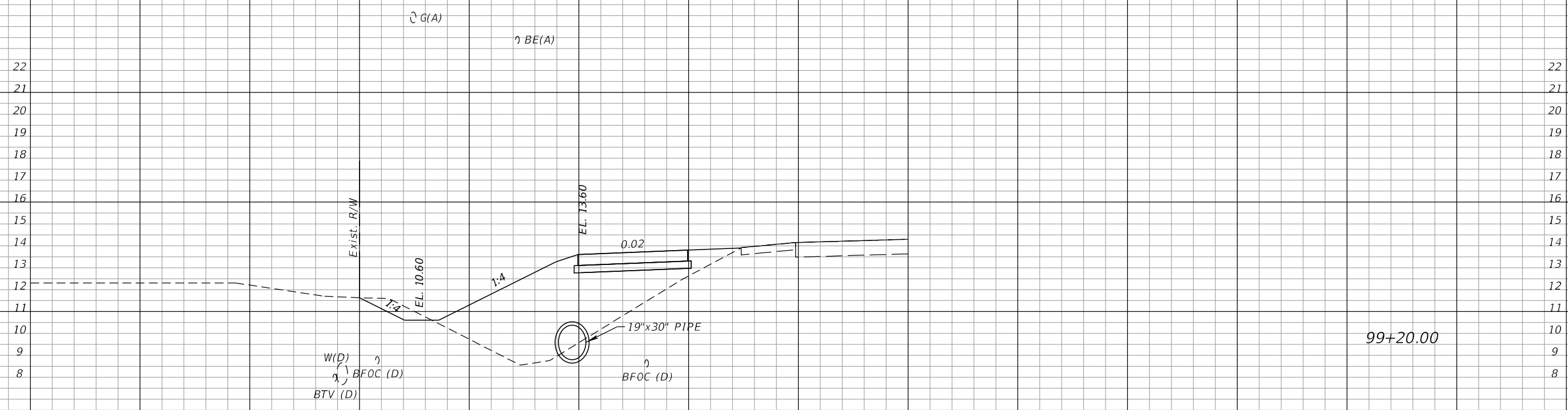
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 73
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01	CROSS SECTIONS	



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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-58-01		

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☐ SURVEY AMELIA ISLAND PARKWAY



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

☐ SURVEY AMELIA ISLAND PARKWAY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

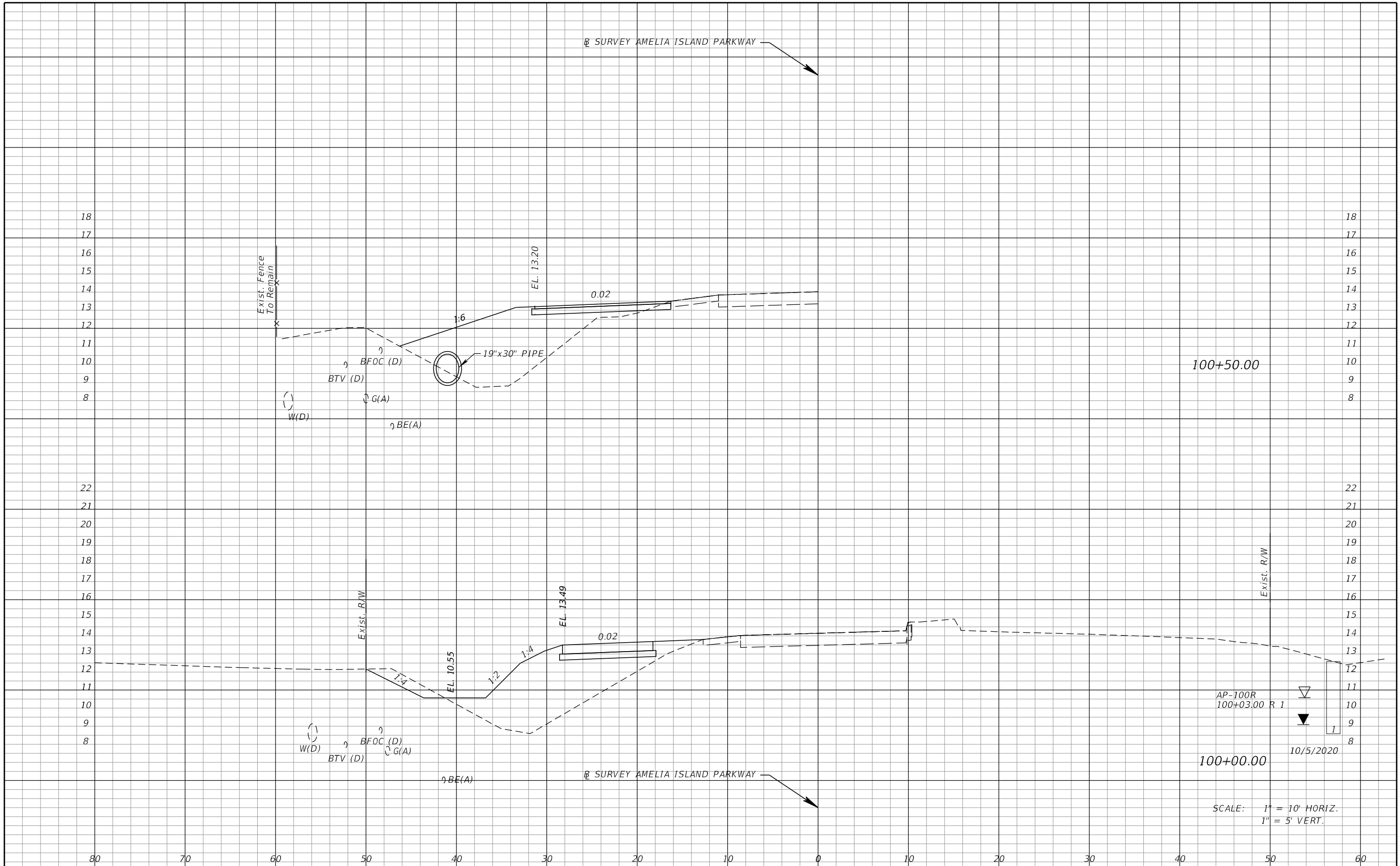
KEVIN M. SHOEMAKER, P.E.
P.E. LICENSE NO.: 84149
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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CROSS SECTIONS

SHEET NO.
75

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100+50.00

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10/5/2020

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

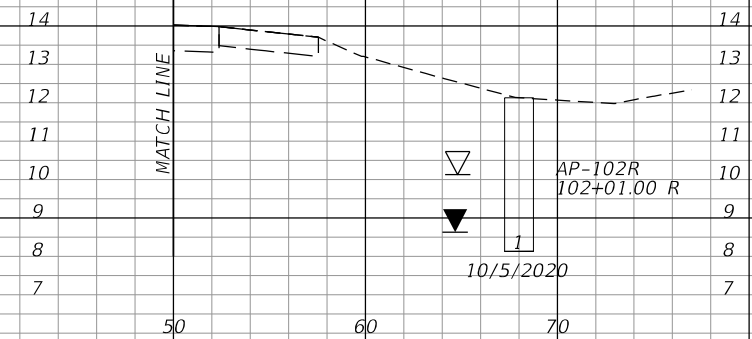
KEVIN M. SHOEMAKER, P.E.
P.E. LICENSE NO.: 84149
STV INCORPORATED
5200 BELFORT ROAD, SUITE 400
JACKSONVILLE, FL 32256

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
-	NASSAU	437335-1-58-01

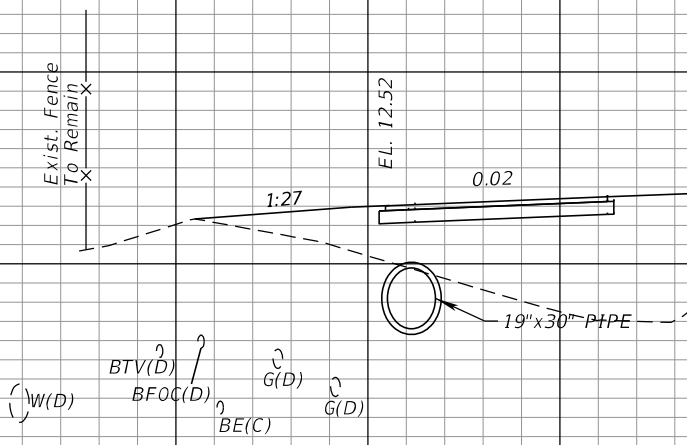
CROSS SECTIONS

SHEET NO.
76

← SURVEY AMELIA ISLAND PARKWAY →

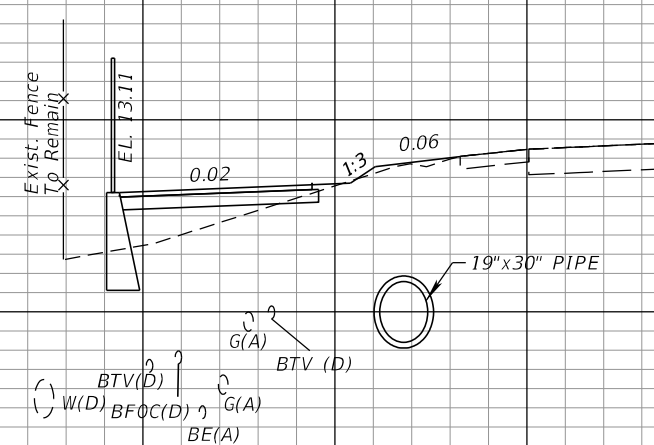


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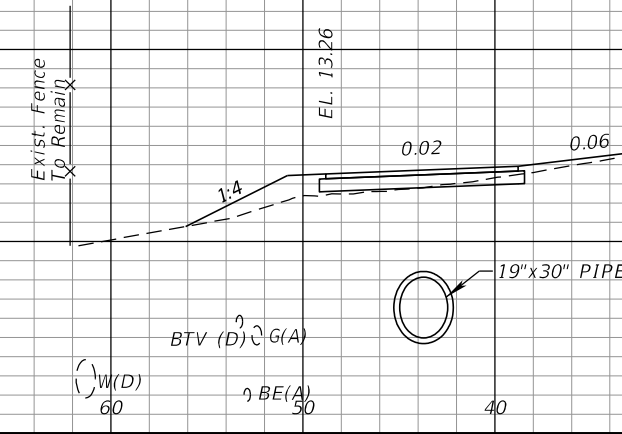
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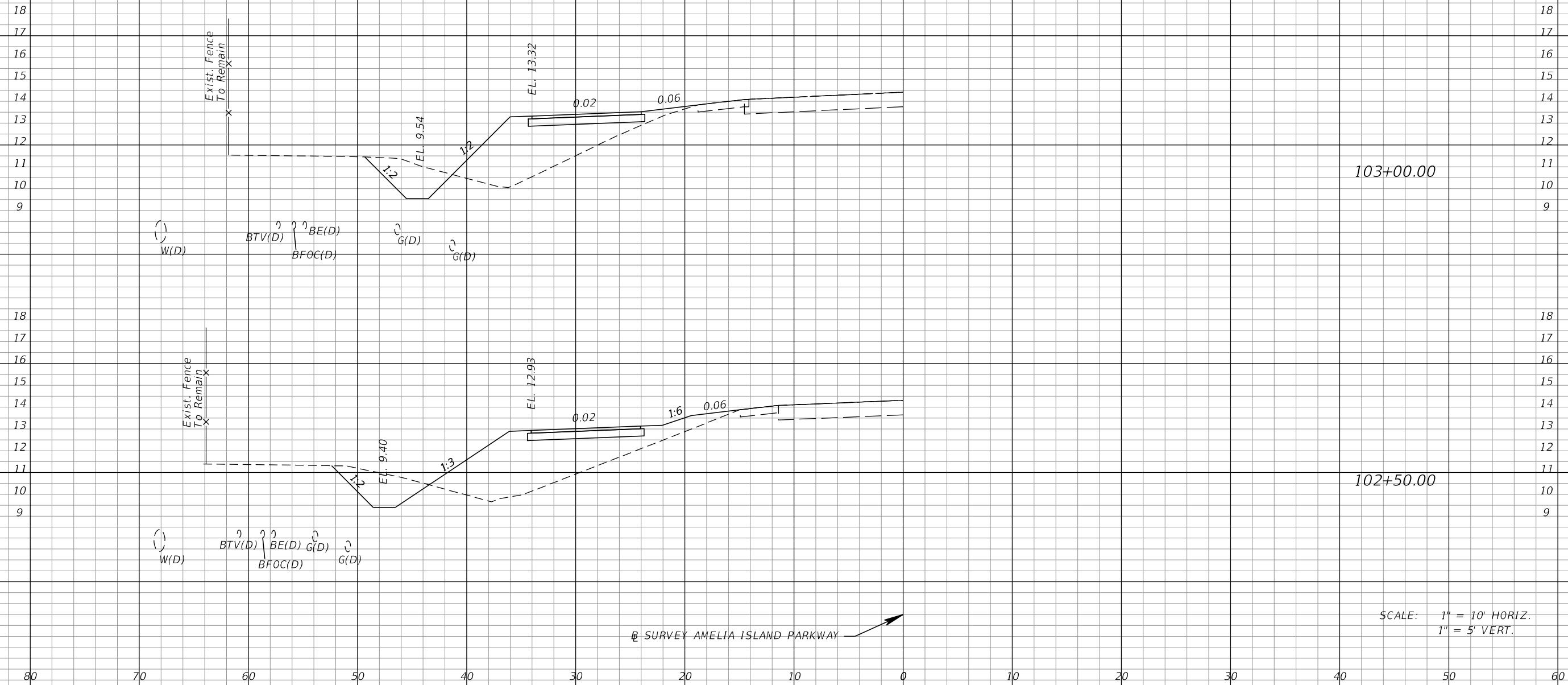
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← SURVEY AMELIA ISLAND PARKWAY →

SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 77
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

Ⓢ SURVEY AMELIA ISLAND PARKWAY



SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

Ⓢ SURVEY AMELIA ISLAND PARKWAY

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 78
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD 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 SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE CONSTRUCTION OF A MULTI-USE TRAIL ALONG AMELIA ISLAND PARKWAY. THE TRAIL PORTIONS IN THIS PROJECT WILL CONNECT TO THE TRAIL PORTIONS CONSTRUCTED AS PART OF FPID: 437334-1-58-01, 437336-1-58-01, 437337-1-58-01.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. 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 PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, AND STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.
2. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF THE TRAIL SUBGRADE, BASE, AND PAVEMENT.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 7.71 ACRES
 TOTAL AREA TO BE DISTURBED: 4.37 ACRES

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: 0.39
 DURING: VARIES FROM 0.39 TO 0.46
 AFTER: 0.46

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEET(S). THE NUMBER FOR THIS SHEET IS IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE SOILS ARE FINE SANDS.

OUTFALL INFORMATION:

THERE ARE FOUR OUTFALLS.

LOCATION 1: LATITUDE 30° 36' 32.5" N, LONGITUDE, 81° 27' 08.2" W.
 EST. DRAINAGE AREA SIZE: UNKNOWN
 RECEIVING WATER NAME: INTERCOASTAL

LOCATION 2: LATITUDE 30° 37' 04.4" N, LONGITUDE, 81° 27' 05.8" W.
 EST. DRAINAGE AREA SIZE: UNKNOWN
 RECEIVING WATER NAME: INTERCOASTAL

LOCATION 3: LATITUDE 30° 37' 06.9" N, LONGITUDE, 81° 27' 15.8" W.
 EST. DRAINAGE AREA SIZE: UNKNOWN
 RECEIVING WATER NAME: INTERCOASTAL

LOCATION 4: LATITUDE 30° 37' 09.5" N, LONGITUDE, 81° 27' 18.5" W.
 EST. DRAINAGE AREA SIZE: UNKNOWN
 RECEIVING WATER NAME: INTERCOASTAL

1.E. 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.

* DRAINAGE PATTERNS: THE EXISTING DRAINAGE PATTERNS ARE MAINTAINED IN THE PROPOSED CONDITION; RUNOFF IS CONVEYED TO THE INTERCOASTAL. THE DETAILS OF THE DRAINAGE CONVEYANCE ARE SHOWN ON THE OTHER SHEETS IN THIS PLAN SET.

*APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN SHEETS.

*AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS AND THE CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

*AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

*LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE PLAN SHEETS.

* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE PLAN SHEETS.

1.F. RECEIVING WATERS:

SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

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

* EXCAVATED MATERIAL SHALL NOT BE DEPOSITED IN LOCATIONS WHERE IT COULD BE WASHED AWAY BY HIGH WATER OR STORMWATER RUNOFF, AND STOCKPILES SHALL BE COVERED OR ENCIRCLED WITH SEDIMENT CONTAINMENT SILTATION DURING CONSTRUCTION.

* THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THE SEQUENCE OF CONSTRUCTION AND IMPLEMENTATION OF CONTROLS.

THE CONTRACTOR IS ADVISED THAT THE CONTRACT DRAWINGS ONLY INDICATE EROSION, SEDIMENT, AND TURBIDITY CONTROLS AT LOCATIONS DETERMINED IN THE DESIGN PROCESS. HOWEVER, THE CONTRACTOR IS REQUIRED TO UPDATE THE SWPPP TO REFLECT ANY ADDITIONAL CONTROLS NECESSARY TO PREVENT THE POSSIBILITY OF SILTING ANY ADJACENT LOWLAND PARCEL, RECEIVING WATER, OR OTHERWISE VIOLATING STATE AND FEDERAL PERMIT REQUIREMENTS.

DETERMINE IF DEWATERING IS REQUIRED AS PART OF THE CONSTRUCTION APPROACH/CONSTRUCTION MEANS AND METHODS. IF THE CONTRACTOR DEEMS DEWATERING IS REQUIRED FOR HIS CONSTRUCTION APPROACH, THE CONTRACTOR WILL BE RESPONSIBLE FOR DEVELOPING THE DEWATERING PLAN WITH APPROPRIATE EROSION AND SEDIMENT CONTROL FEATURES TO OBTAIN ANY DEWATERING PERMITS REQUIRED.

2.A1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			STORMWATER POLLUTION PREVENTION PLAN	SHEET NO. 79
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					-	NASSAU	437335-1-58-01		

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, 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.

2.B STORMWATER MANAGEMENT:

THE RUNOFF IS CONVEYED VIA SHEET FLOW OR DITCH FLOW TO THE INTERCOASTAL.

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, 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.

* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, 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.

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STABILIZING CONSTRUCTION ENTRANCES USING SOIL TRACKING PREVENTION DEVICES AS DETAILED IN THE STATE OF FLORIDA EROSION & SEDIMENT CONTROL MANUAL

* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

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

2.C.4 FERTILIZERS AND PESTICIDES:

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

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, 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.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* ST. JOHNS RIVER WATER MANAGEMENT DISTRICT GENERAL PERMIT UNDER 128444-XX (PERMIT NOT YET OBTAINED).

3.0 MAINTENANCE:

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

* SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, 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. INSPECT 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.

* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

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 DISCHARGING POLLUTANTS, PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

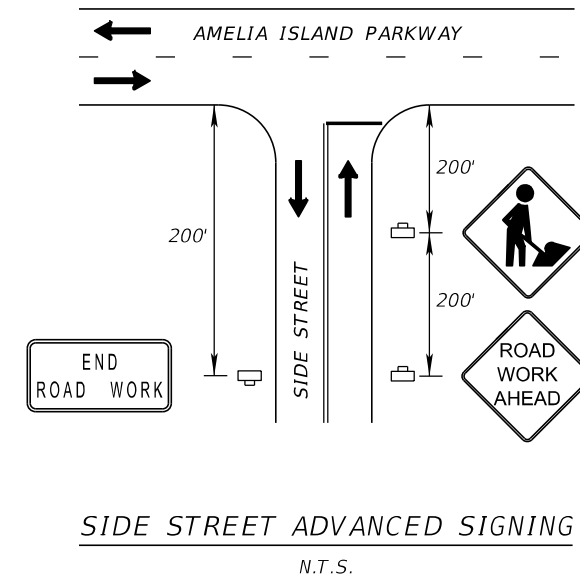
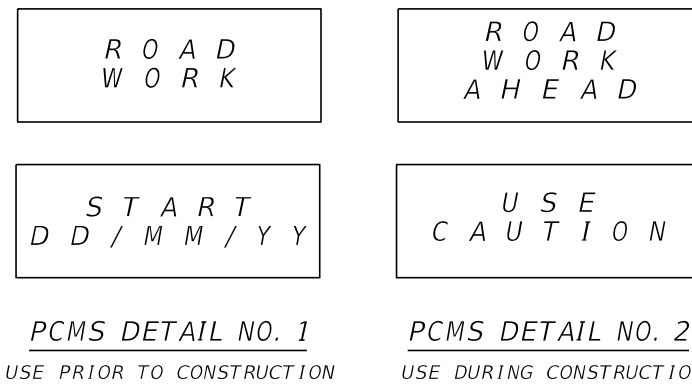
5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE DISTRICT 2 CONSTRUCTION ENVIRONMENTAL COORDINATOR AT (386) 961- 7560.

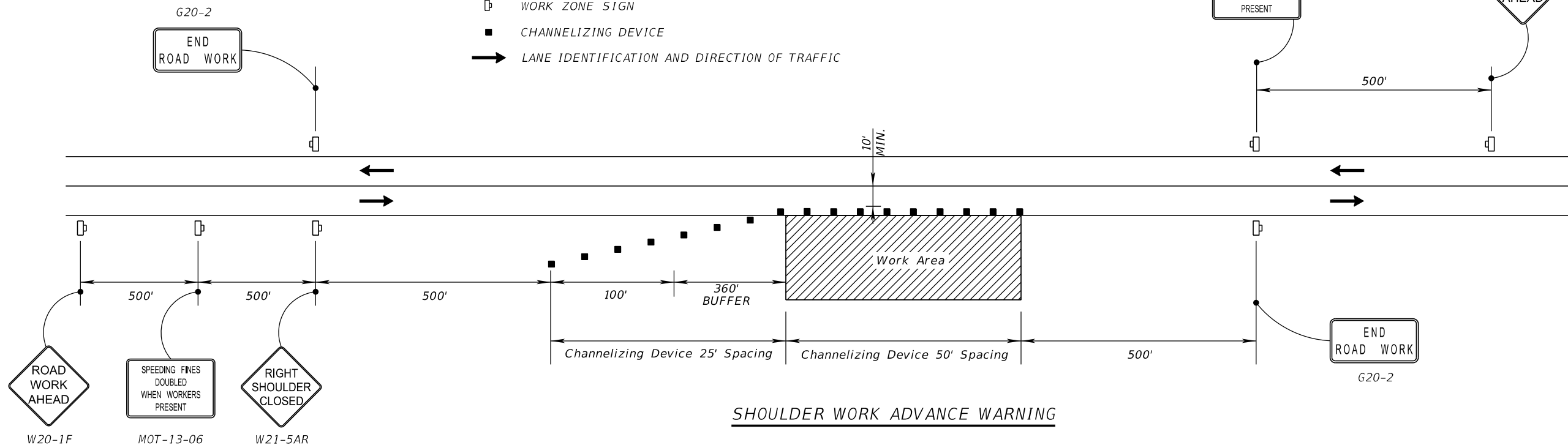
REVISIONS				WESLEY A. MARKHAM, P.E. P.E. LICENSE NO.: 68428 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			STORMWATER POLLUTION PREVENTION PLAN	SHEET NO. 80
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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TTCP GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A TEMPORARY TRAFFIC CONTROL PLAN FOR WORK ADJACENT TO OR WITHIN EXISTING ROADWAYS. TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEXES.
2. LANE CLOSURES NECESSARY TO COMPLETE THE WORK SHALL BE REQUESTED, IN WRITING, A MINIMUM OF 72 HOURS IN ADVANCE OF THE CLOSURE.
3. LANE CLOSURES ARE NOT PERMITTED BETWEEN THE HOURS OF 7:00 AM TO 8:30 AM AND 4:30 PM TO 6:00 PM.
4. NOTIFY NASSAU COUNTY AND LOCAL EMERGENCY AGENCIES (POLICE AND FIRE), 24 HOURS ADVANCE OF PROPOSED LANE CLOSURES AND 48 HOURS IN ADVANCE OF LANE CLOSURE/DIVERSION.
5. THE POSTED SPEED FOR AMELIA ISLAND PARKWAY VARIES FROM 35 MPH TO 45 MPH.
6. THE POSTED SPEED FOR JAMESTOWN ROAD IS 30 MPH.
7. THE POSTED SPEED FOR LYNDDALE ROAD IS 30 MPH.
8. THE EXISTING SPEED LIMITS WILL BE MAINTAINED FOR THE DURATION OF THE PROJECT.
9. USE FDOT STANDARD PLAN INDEX 102-601 AND 102-603 FOR ANY WORK COMPLETED INSIDE 2' OF THE TRAVEL LANE.
10. USE FDOT STANDARD PLAN INDEX 102-604 AND 102-605 FOR ANY INTERSECTION WORK.
11. PLACE PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) AT THE BEGIN AND END PROJECT LIMITS NOTIFYING COMMUTERS OF CONSTRUCTION 14 DAYS PRIOR TO AND DURING CONSTRUCTION.
12. PLACE PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICE (LCD) WITH SIDEWALK CLOSED SIGN NEAR NEWLY CONSTRUCTED SHARED-USE PATH NEAR STATION 55+60.

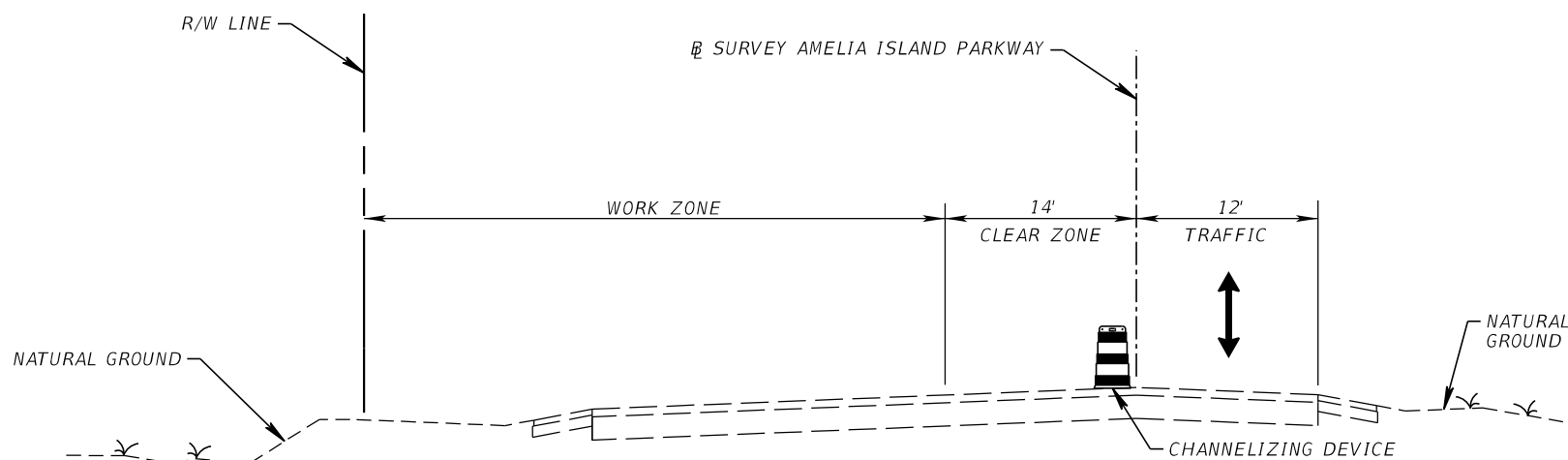


LEGEND:
 □ WORK ZONE SIGN
 ■ CHANNELIZING DEVICE
 → LANE IDENTIFICATION AND DIRECTION OF TRAFFIC



GENERAL NOTES AND ADVANCED WARNING SIGNAGE

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						-	NASSAU		437335-1-58-01



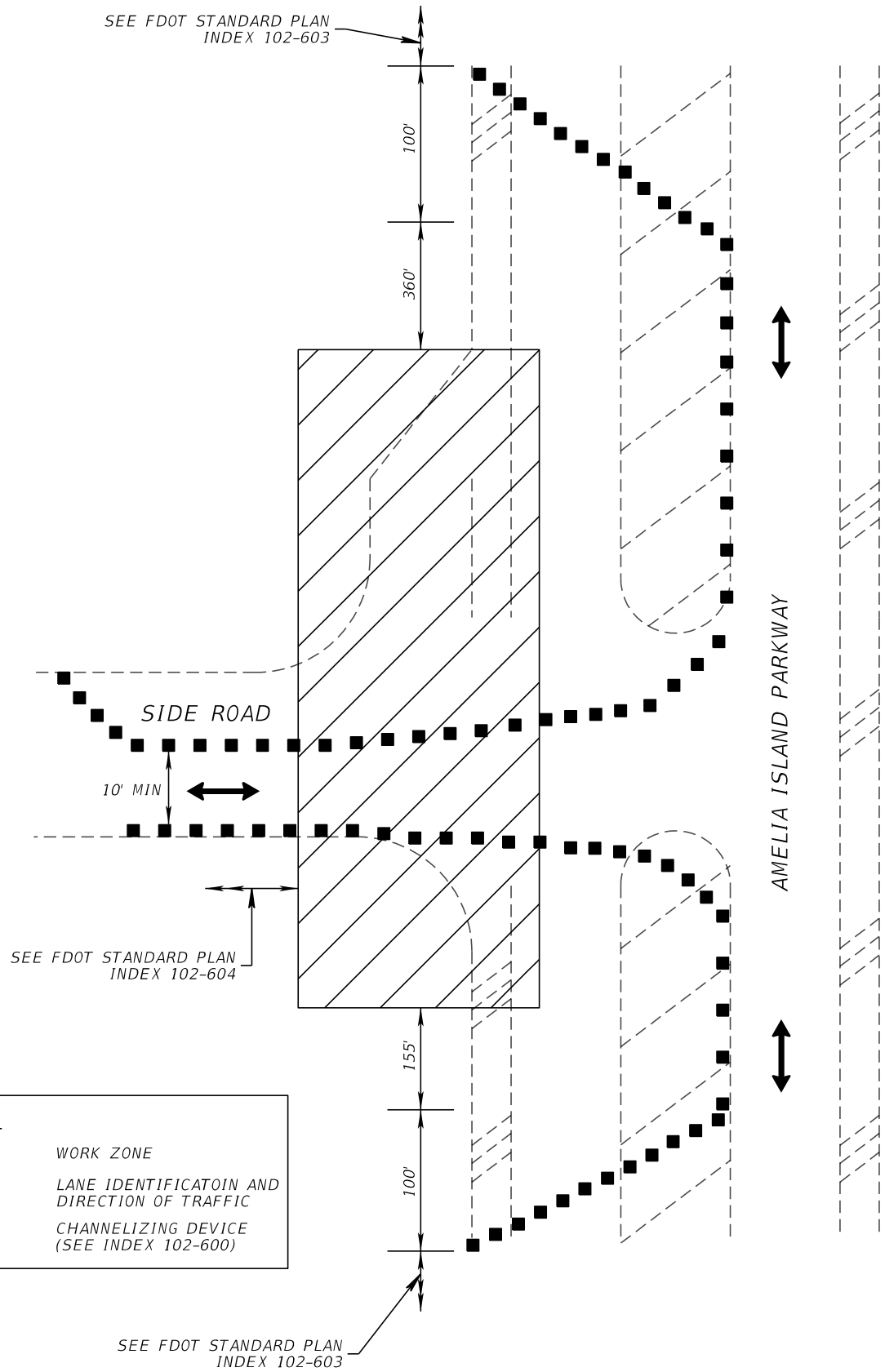
TYPICAL AT LYNNDALE ROAD

PHASING NOTES FOR ROADWAY RECONSTRUCTION AT LYNNDALE ROAD NEAR STATION 60+50:

- 1) WORK TO BE PERFORMED USING FDOT STANDARD PLANS INDEX 102 SERIES.
- 2) INSTALL ADVANCE WARNING SIGNS AND PCMS BOARDS AS DESCRIBED IN THE ADVANCE WARNING SIGNAGE DETAIL.
- 3) INSTALL EROSION CONTROL MEASURES.
- 4) DURING LANE CLOSURE TIMES, SHIFT TRAFFIC USING TTC PHASE I TYPICAL AT LYNNDALE ROAD FOR WORK PERIODS OF 3 DAYS OR LESS. KEEP BUSINESS ACCESS OPEN TO LYNNDALE ROAD. ACCESS TO ALL SIDE ROADS EXCEPT HAMILTON LANE ARE TO REMAIN OPEN. FLAGGERS MUST BE PRESENT DURING 1-LANE 2-WAY OPERATIONS (ACTIVE WORK ZONE) UNTIL 2-LANE 2-WAY OPERATIONS ARE RESTORED. 10-FOOT MINIMUM LANE WIDTH.
- 5) CONSTRUCT ROADWAY PAVEMENT (EXCEPT FOR FC-9.5), TRAIL PAVEMENT AND STORMWATER PIPE. DURING INACTIVE WORK PERIODS, PROTECT DROP-OFFS WITHIN THE CLEAR ZONE WITH OPTIONAL BASE MATERIAL PER FDOT STANDARD PLAN 102-600, SHEET 8, NOTE 3.
- 6) MILL AND RESURFACE (EXCEPT FOR FC-9.5). PLACE FINAL FC-9.5 ON ALL PAVEMENT.
- 7) PLACE FINAL STRIPING.

PHASING NOTES FOR ROADWAY RECONSTRUCTION AT HAMILTON LANE NEAR STATION 66+50:

- 1) WORK TO BE PERFORMED USING FDOT STANDARD PLANS INDEX 102 SERIES.
- 2) INSTALL ADVANCE WARNING SIGNS AND PCMS BOARDS AS DESCRIBED IN THE ADVANCE WARNING SIGNAGE DETAIL.
- 3) INSTALL EROSION CONTROL MEASURES.
- 4) DURING LANE CLOSURE TIMES, SHIFT TRAFFIC USING PHASE I TTC TYPICAL AT HAMILTON LANE FOR WORK PERIODS OF 3 DAYS OR LESS. CLOSE ACCESS TO HAMILTON LANE. HAMILTON LANE ACCESS TO REMAIN CLOSED UNTIL COMPLETION. ACCESS TO ALL OTHER SIDE ROADS ARE TO REMAIN OPEN. FLAGGERS MUST BE PRESENT DURING 1-LANE 2-WAY OPERATIONS (ACTIVE WORK ZONE) UNTIL 2-LANE 2-WAY OPERATIONS ARE RESTORED. 10-FOOT MINIMUM LANE WIDTH.
- 5) CONSTRUCT ROADWAY PAVEMENT (EXCEPT FOR FC-9.5), TRAIL PAVEMENT AND STORMWATER PIPE. DURING INACTIVE WORK PERIODS, PROTECT DROP-OFFS WITHIN THE CLEAR ZONE WITH OPTIONAL BASE MATERIAL PER FDOT STANDARD PLAN 102-600, SHEET 8, NOTE 3.
- 6) MILL AND RESURFACE (EXCEPT FOR FC-9.5). PLACE FINAL FC-9.5 ON ALL PAVEMENT.
- 7) PLACE FINAL STRIPING.



LEGEND:

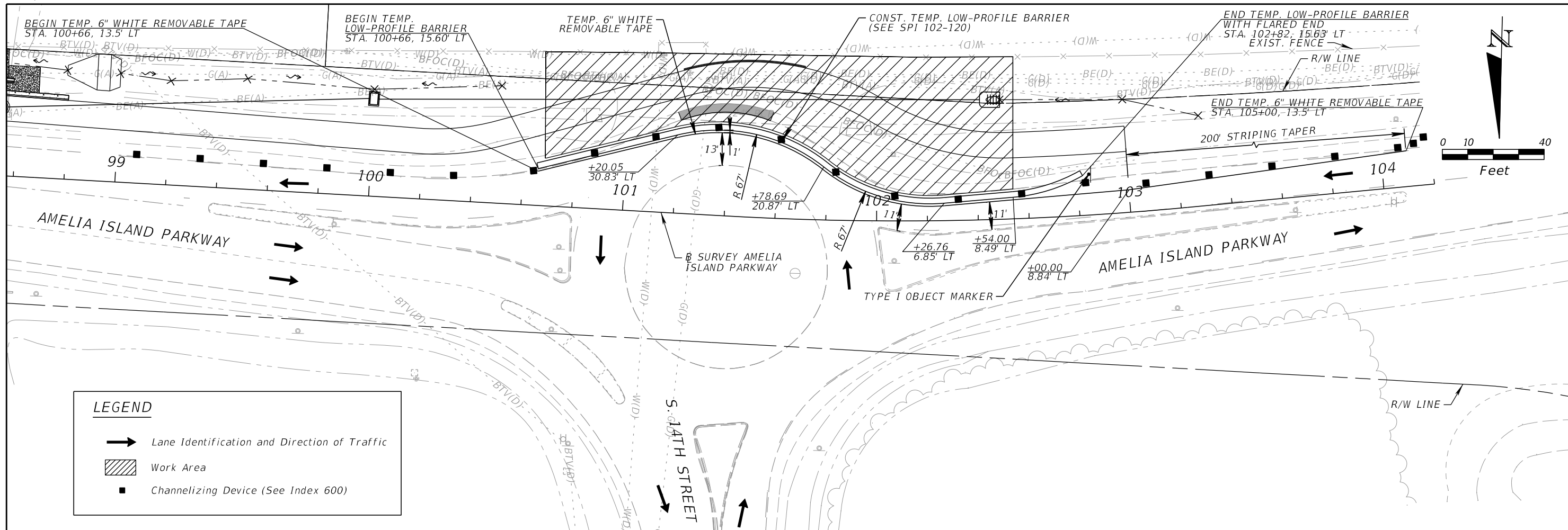
- WORK ZONE
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- CHANNELIZING DEVICE (SEE INDEX 102-600)

*PHASE I TTC LYNNDALE ROAD AND HAMILTON LANE ACTIVE WORK ZONE DETAIL

* USE SIMILAR TTC PATTERN TO CONSTRUCTION REMAINING PORTION OF LYNNDALE ROAD AND HAMILTON LANE.

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NASSAU	437335-1-58-01			

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LEGEND

- ➔ Lane Identification and Direction of Traffic
- ▨ Work Area
- Channelizing Device (See Index 600)

PHASING NOTES FOR DRAINAGE PIPE AND SHOULDER RECONSTRUCTION AT S. 14TH STREET NEAR STATION 101+40.

1. WORK TO BE PERFORMED USING FDOT STANDARD PLANS INDEX 102 SERIES.
2. DURING LANE CLOSURE TIMES, PROVIDE TEMPORARY DETOUR FOR EASTBOUND AMELIA ISLAND PARKWAY AND SOUTHBOUND S. 14TH STREET TRAFFIC USING AMELIA ROAD, SIMMONS ROAD, AND S FLETCHER AVENUE (SR A1A). PLACE LOW-PROFILE BARRIER.
3. CONSTRUCT DRAINAGE STRUCTURE/PIPE, GRAVITY WALL, PAVED SHOULDER, AND SHARED USE PATH.
4. UTILIZING TEMPORARY DETOUR, PHASING NOTE 2, REMOVE LOW-PROFILE BARRIER AND REMOVABLE TAPE.

PHASE II TTC S. 14TH STREET ROUNDABOUT

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		83
						NASSAU	437335-1-58-01		

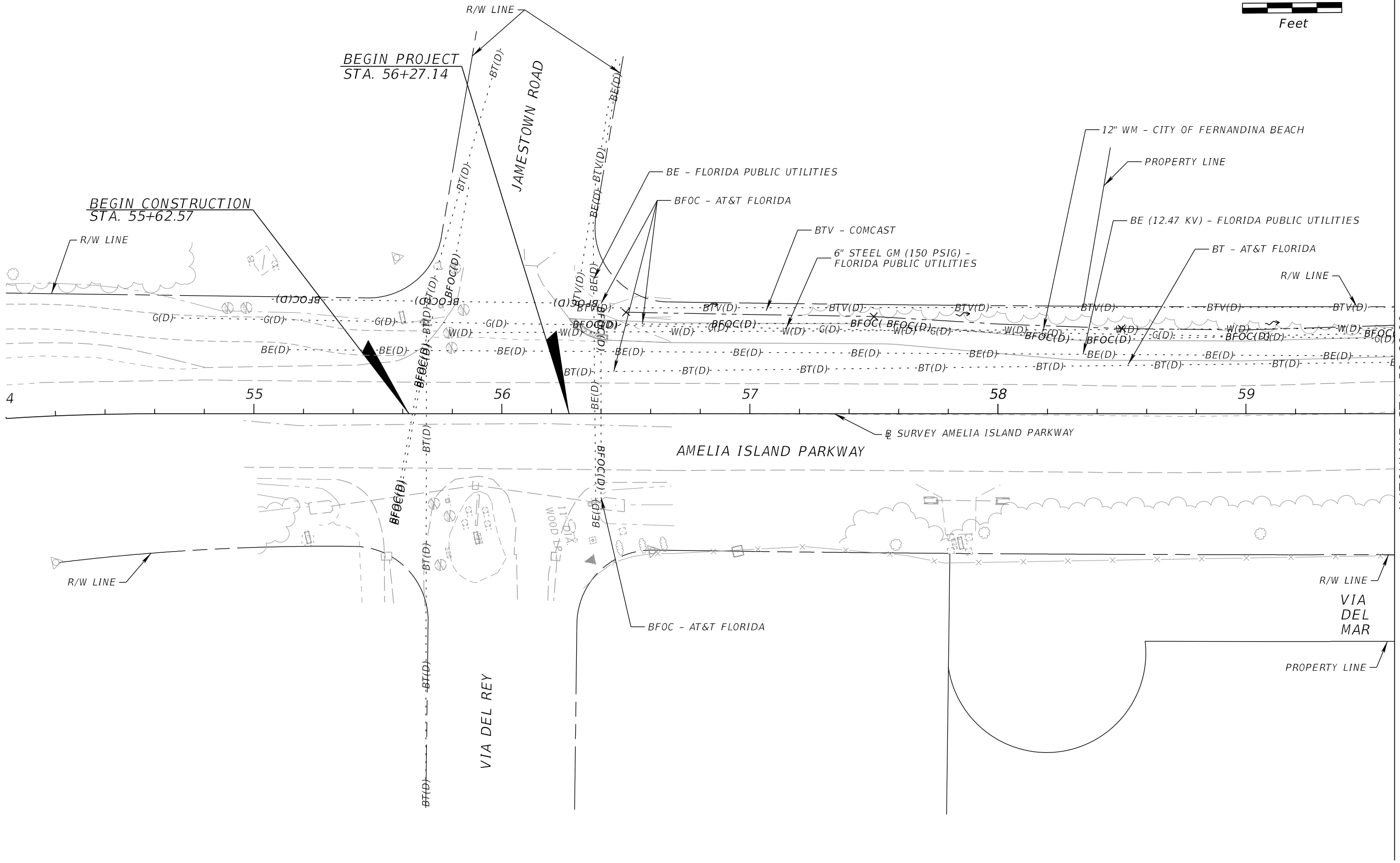
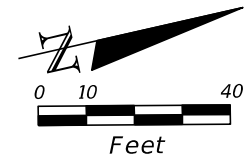
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SUMMARY OF VERIFIED UTILITIES

Vvh #	UTILITY DESCRIPTION (Owner, Type)	SIZE	MATERIALS	SURVEY AMELIA ISLAND PARKWAY			EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
				STATION	OFFSET	LT/RT			
1	FLORIDA PUBLIC UTILITIES, ELECTRICAL	4"	PVC	101+34.78	56.9	LT	12.65	8.02	2 TOTAL
2	FLORIDA PUBLIC UTILITIES, GAS	6"	HDPE	101+35.01	55.4	LT	12.88	8.82	
3	FLORIDA PUBLIC UTILITIES, GAS	6"	STEEL	101+35.34	54.1	LT	13.08	10.51	
4	COMCAST, CABLE TELEVISION	1.5"	PEP	101+35.36	53.3	LT	13.15	10.55	
5	FLORIDA PUBLIC UTILITIES, ELECTRICAL	4" & 2"	PVC	98+50.92	24.2	LT	12.16	8.01	2 TOTAL
6	UNKNOWN, COMMUNICATION DUCT	2"	PEP	98+51.01	23.8	LT	12.34	8.89	
7	UNKNOWN, TELEPHONE	0.75"	DBC	90+01.53	46.6	LT	11.46	9.48	
8	CITY OF FERNANDINA BEACH, WATER	12"	PVC	89+99.56	44.4	LT	11.37	7.92	
9	FLORIDA PUBLIC UTILITIES, GAS	6"	STEEL	90+01.17	37.1	LT	10.96	7.90	
10	UNKNOWN, ELECTRICAL	4"	PVC	90+02.13	30.0	LT	11.60	8.25	
11	UNKNOWN, FIBER OPTIC CABLE	1.5"	PEP	90+02.11	25.5	LT	12.26	8.94	
12	UNKNOWN, TELEPHONE	2"	DBC	90+01.67	16.5	LT	13.30	9.36	2 TOTAL
13	FLORIDA PUBLIC UTILITIES, WATER	8"	PVC	73+96.72	24.1	LT	14.54	10.16	
14	UNKNOWN, UNKNOWN	UNKNOWN	UNKNOWN	69+06.00	29.9	LT	14.38	8.40	
15	UNKNOWN, UNKNOWN	4"	UNKNOWN	69+05.92	30.8	LT	14.34	6.32	
16	FLORIDA PUBLIC UTILITIES, ELECTRICAL	4"	PVC	69+05.82	31.7	LT	14.29	11.00	
17	FLORIDA PUBLIC UTILITIES, GAS	6"	STEEL	69+03.62	38.6	LT	13.92	9.51	
18	UNKNOWN, COMMUNICATION DUCT	0.75"	DBC	68+97.01	48.7	LT	15.03	12.03	
19	CITY OF FERNANDINA BEACH, WATER	12"	PVC	69+04.54	41.6	LT	14.10	11.61	
20	AT&T, FIBER OPTIC CABLE	1.5"	PEP	80+01.29	34.5	LT	13.07	9.58	4 TOTAL
21	AT&T, TELEPHONE	1.5"	DBC	80+01.26	30.9	LT	13.29	12.81	
22	AT&T, TELEPHONE	3"	DBC	80+01.55	28.8	LT	13.30	12.72	
23	FLORIDA PUBLIC UTILITIES, ELECTRICAL	4"	PVC	80+00.83	26.3	LT	13.45	9.25	2 TOTAL
24	AT&T, TELEPHONE	3"	DBC	80+01.09	20.2	LT	13.96	10.83	
25	AT&T, TELEPHONE	2"	DBC	80+01.18	17.4	LT	14.33	10.43	2 TOTAL
26	FLORIDA PUBLIC UTILITIES, GAS	6"	STEEL	80+01.04	39.7	LT	13.09	8.83	
27	AT&T, TELEPHONE	0.75"	DBC	80+01.22	48.8	LT	14.46	12.08	
28	CITY OF FERNANDINA BEACH, WATER	12"	PVC	80+01.21	45.3	LT	14.13	11.41	
29	AT&T, TELEPHONE	0.75"	DBC	80+01.27	43.4	LT	13.66	10.51	
30	CITY OF FERNANDINA BEACH, WATER	8"	UNKNOWN	76+11.68	23.8	LT	14.56	8.31	
31	CITY OF FERNANDINA BEACH, WATER	12"	PVC	62+82.06	40.3	LT	14.73	12.41	
32	FLORIDA PUBLIC UTILITIES, GAS	6"	STEEL	62+82.18	35.1	LT	14.47	10.03	
33	UNKNOWN, FIBER OPTIC CABLE	1.5"	PEP	62+83.02	29.4	LT	15.55	10.88	2 TOTAL
34	CITY OF FERNANDINA BEACH, WATER	12"	PVC	60+00.44	34.7	LT	15.41	11.22	
35	UNKNOWN, FIBER OPTIC CABLE	0.75"	DBC	60+00.37	35.0	LT	15.52	12.27	
36	UNKNOWN, COMMUNICATION DUCT	0.75"	DBC	60+00.92	43.0	LT	16.32	14.45	
37	AT&T, TELEPHONE	1"	DBC	60+00.87	31.6	LT	14.97	12.44	
38	FLORIDA PUBLIC UTILITIES, GAS	6"	STEEL	60+00.82	30.7	LT	14.92	10.36	
39	FLORIDA PUBLIC UTILITIES, ELECTRICAL	4"	PVC	60+00.61	23.0	LT	15.30	11.49	2 TOTAL
40	FLORIDA PUBLIC UTILITIES, GAS	6"	STEEL	98+44.18	40.0	LT	9.34	3.08	
EH-1	EXPLORATORY HOLE (THA 9)			101+36.19	56.3	LT			FOC NOT FOUND AT A 10' DEPTH SUPPOSED TO BE HERE
EH-2	EXPLORATORY HOLE (THA 3)			69+00.14	36.3	LT			
EH-3	EXPLORATORY HOLE (THA 7)			90+00.78	41.3	LT			2' X 1' TO 2.5' DEPTH HOLE. PROBED 10' DEPTH.
EH-4	EXPLORATORY HOLE (THA 6)			80+00.29	38.1	LT			
EH-5	EXPLORATORY HOLE (THA 2)			62+70.09	37.6	LT			5' DEPTH HOLE. PROBED TO 10' DEPTH.
EH-6	EXPLORATORY HOLE (THA 1)			59+99.96	29.0	LT			
EH-7	EXPLORATORY HOLE (THA 8)			98+50.05	19.6	LT			4' DEPTH HOLE. PROBED TO 10' DEPTH.

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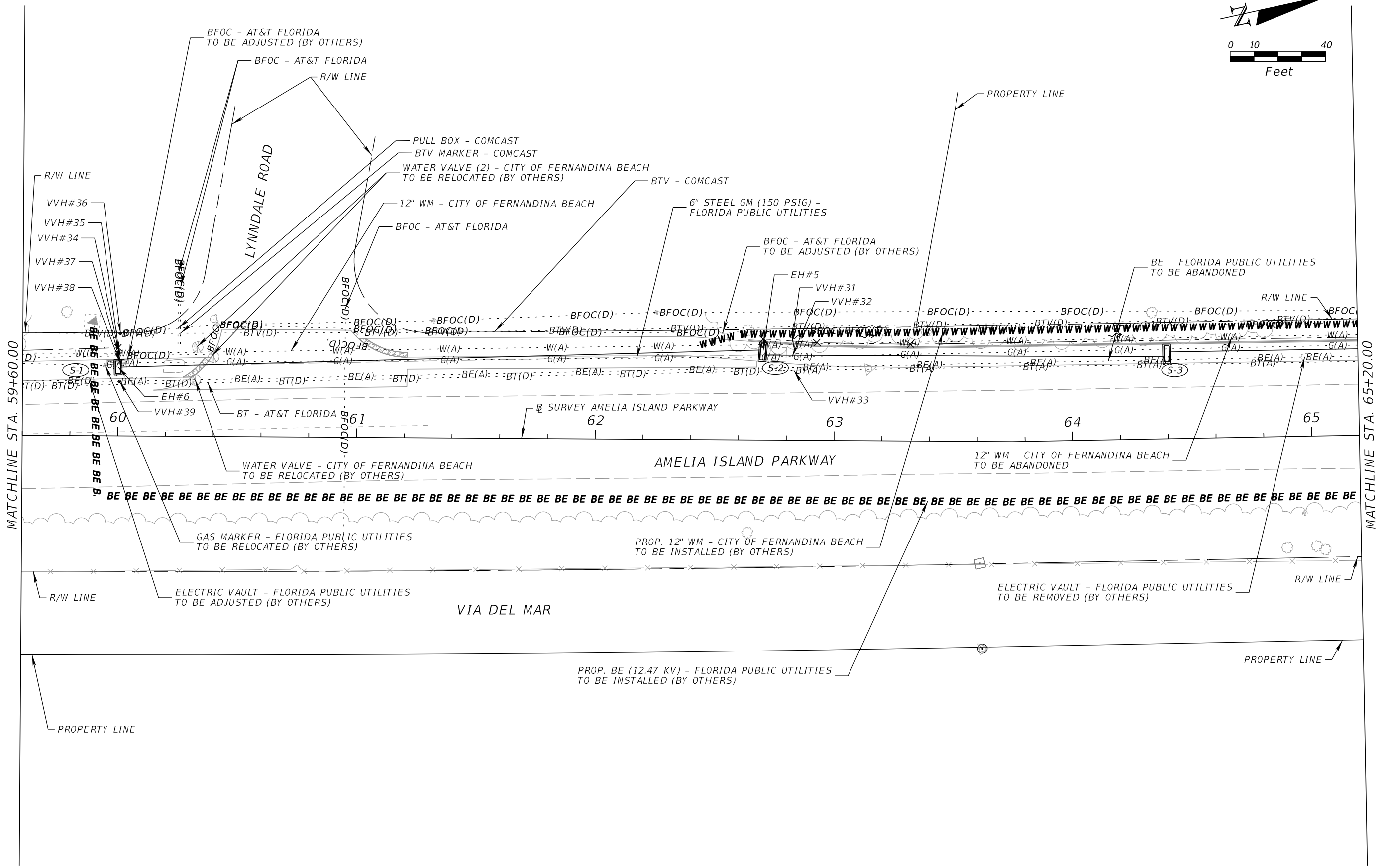
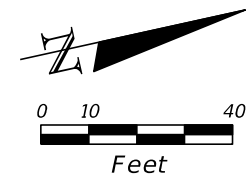
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF VERIFIED UTILITIES	SHEET NO. 84
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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MATCHLINE STA. 59+60.00

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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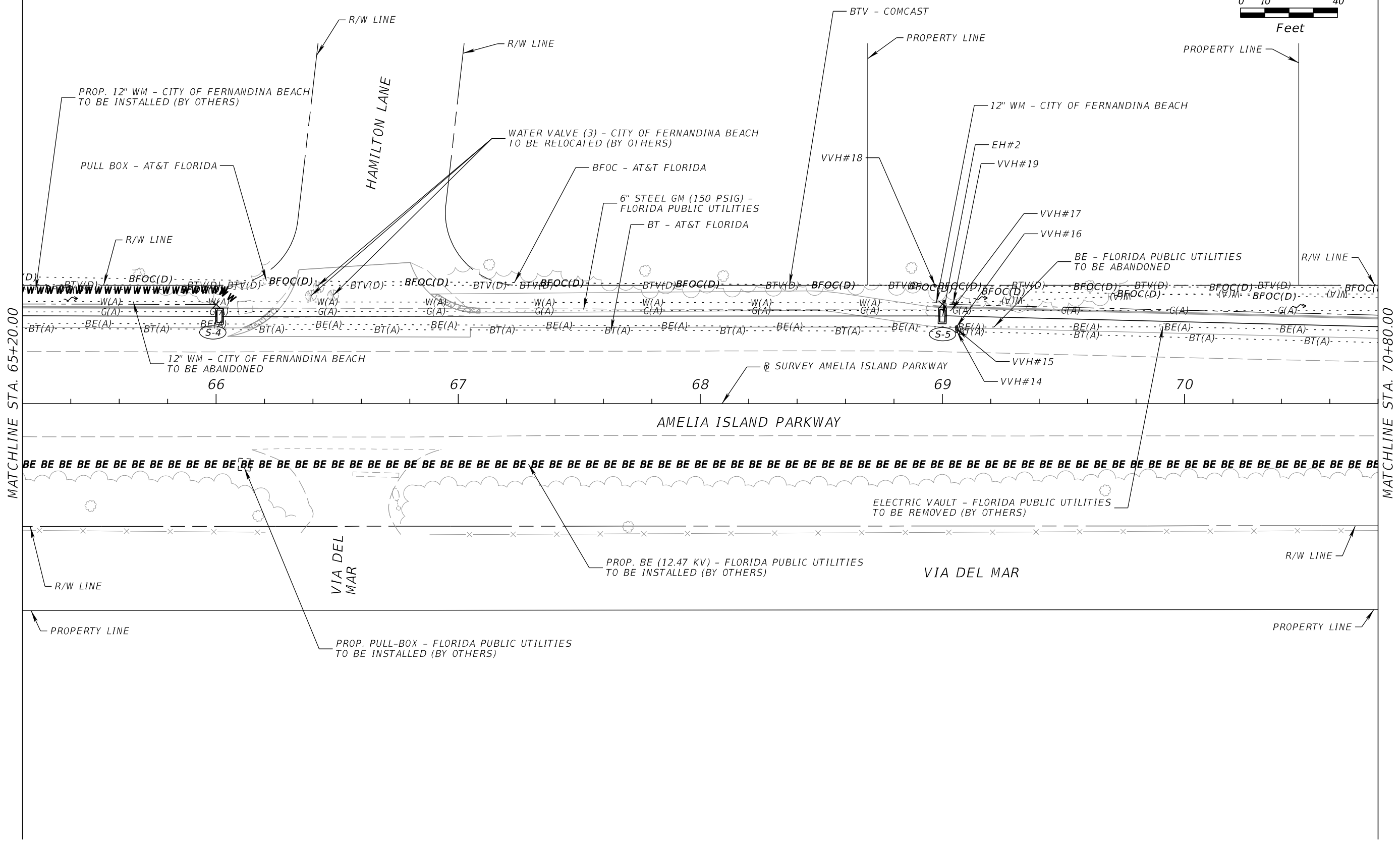
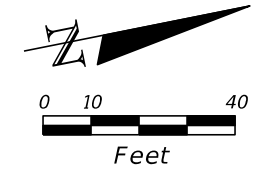


MATCHLINE STA. 59+60.00

MATCHLINE STA. 65+20.00

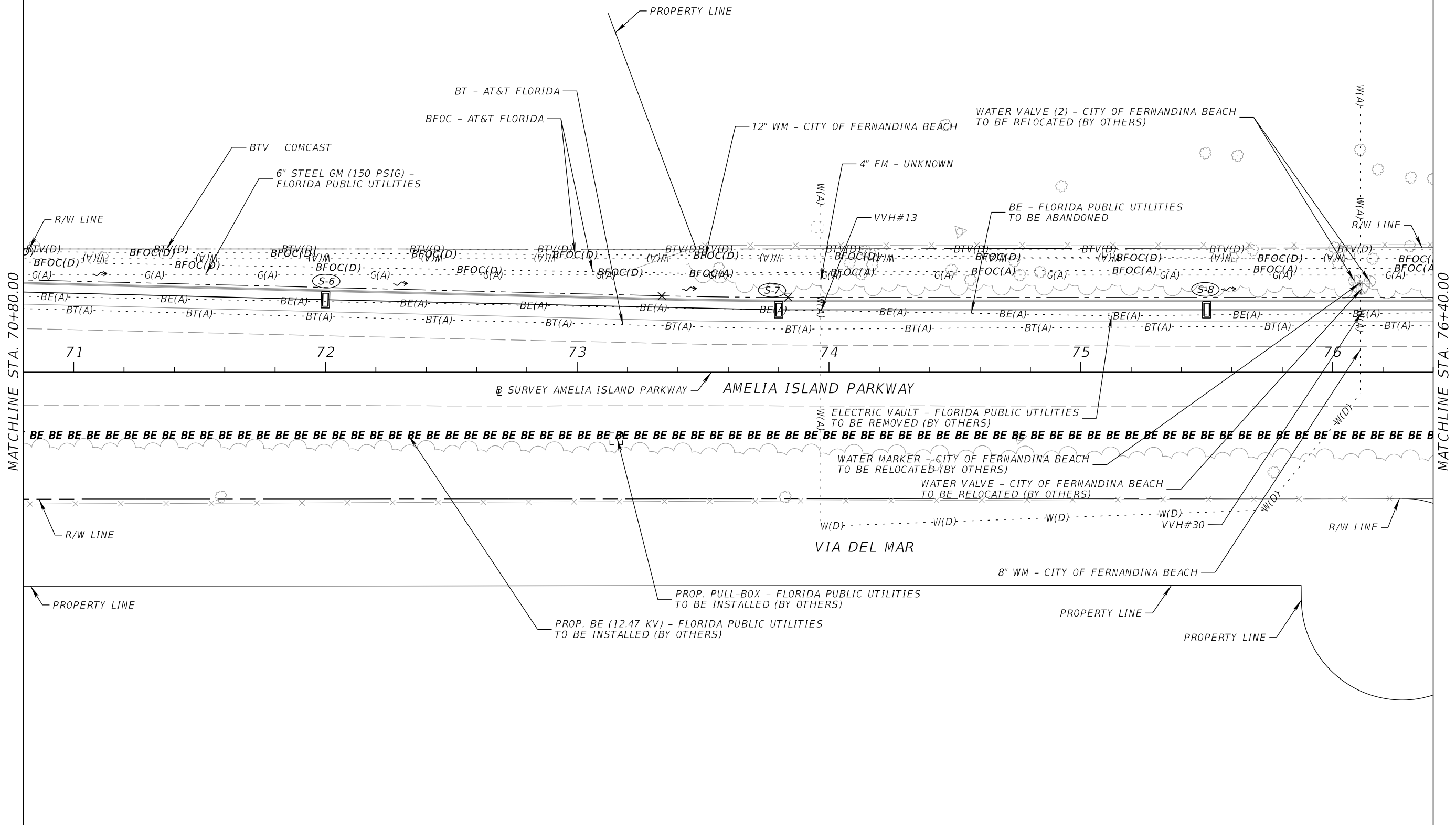
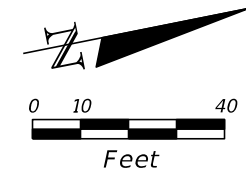
REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (2)	SHEET NO. 86
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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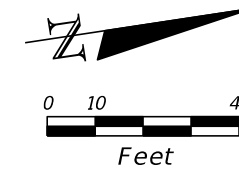
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

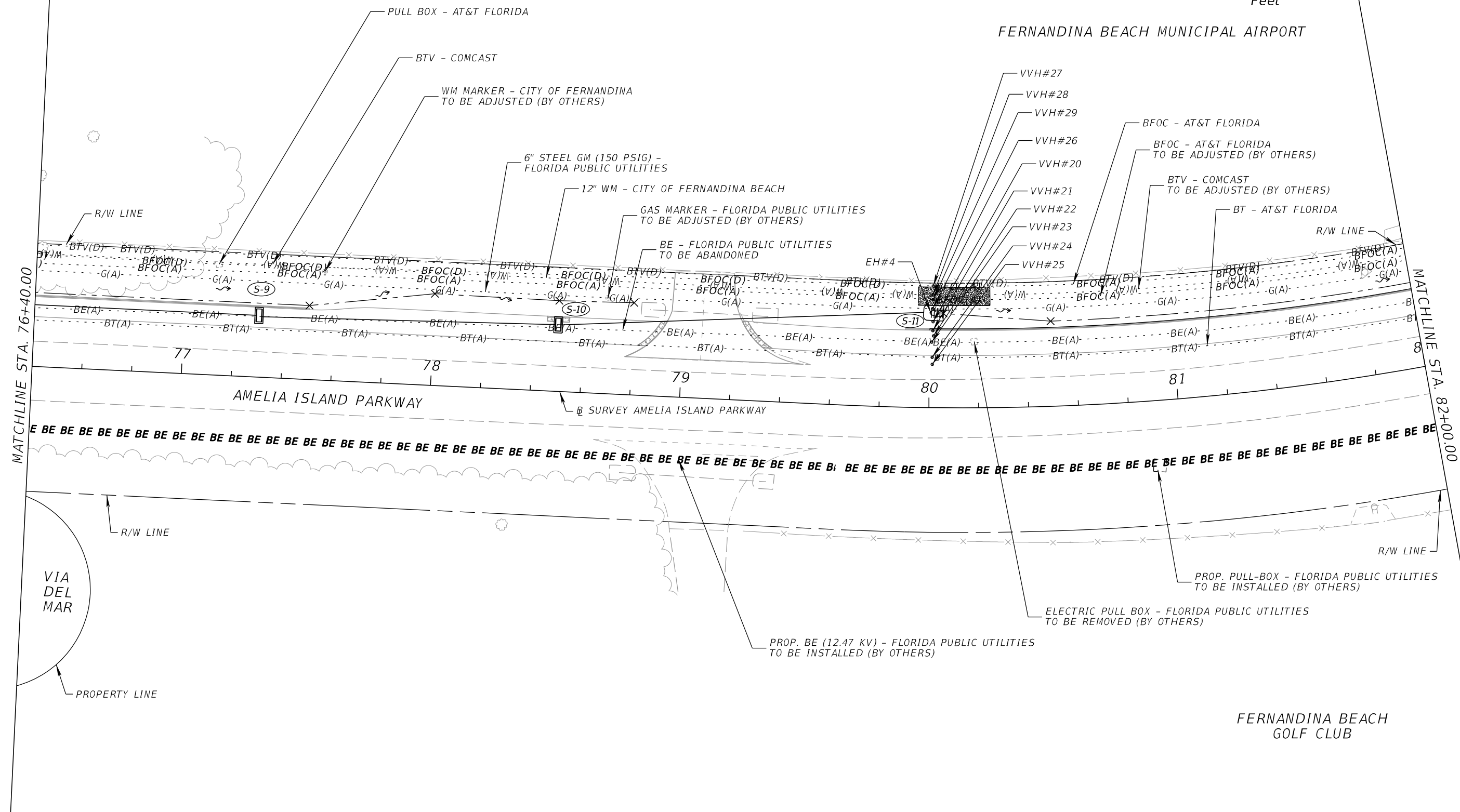


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REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS (4)	SHEET NO. 88
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NASSAU	437335-1-58-01			



FERNANDINA BEACH MUNICIPAL AIRPORT

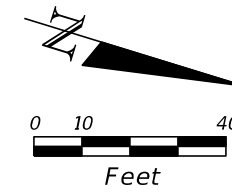


MATCHLINE STA. 76+40.00

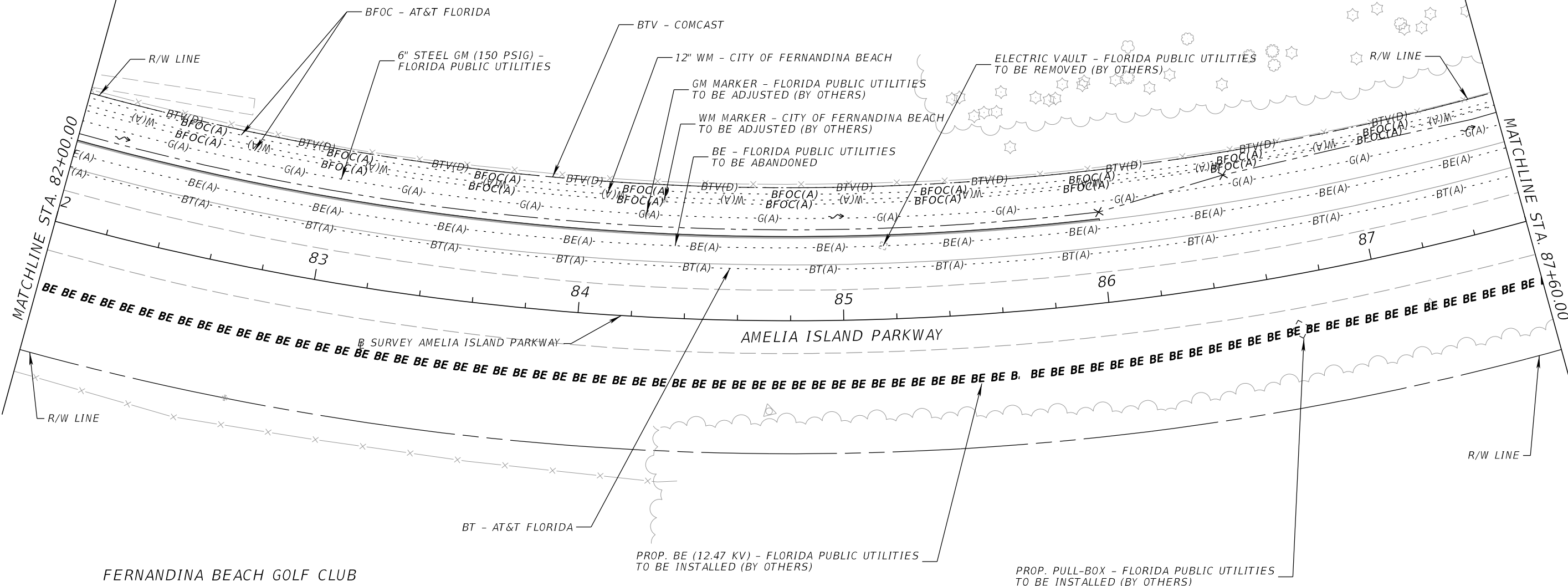
MATCHLINE STA. 82+00.00

FERNANDINA BEACH GOLF CLUB

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 89
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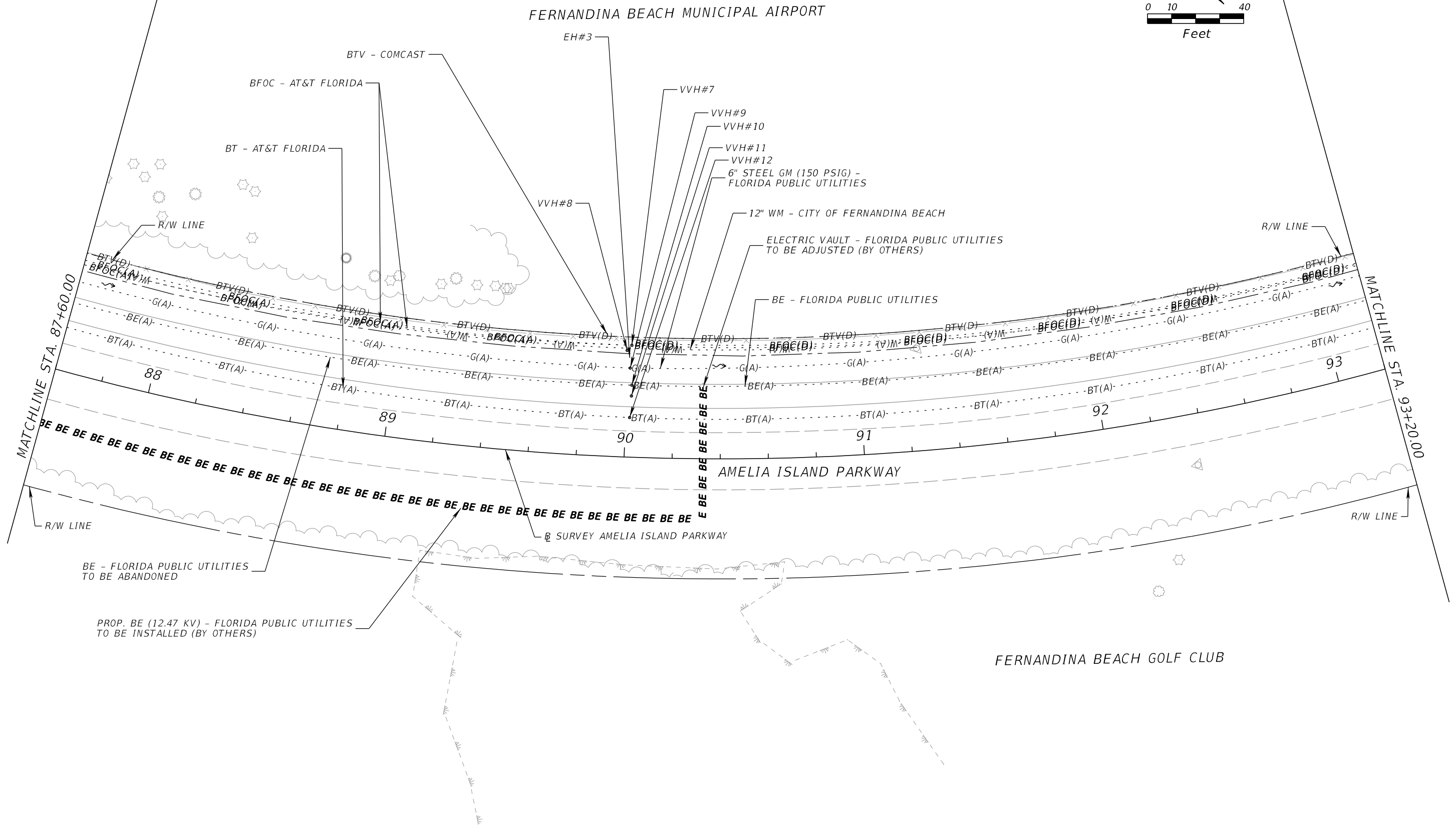
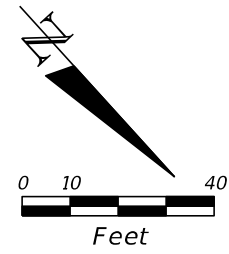
FERNANDINA BEACH MUNICIPAL AIRPORT



FERNANDINA BEACH GOLF CLUB

REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 90
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	

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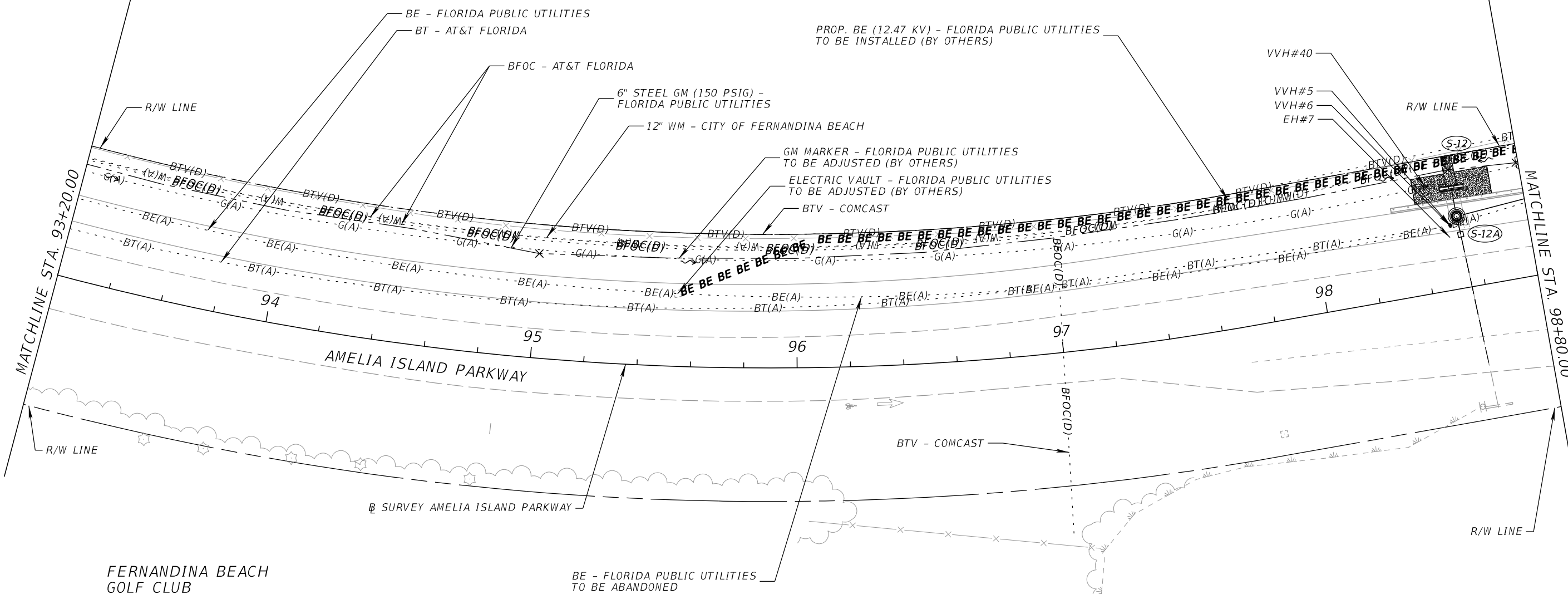
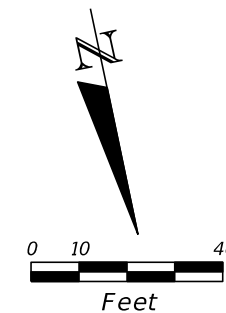


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REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORT ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 91
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						NASSAU	437335-1-58-01	

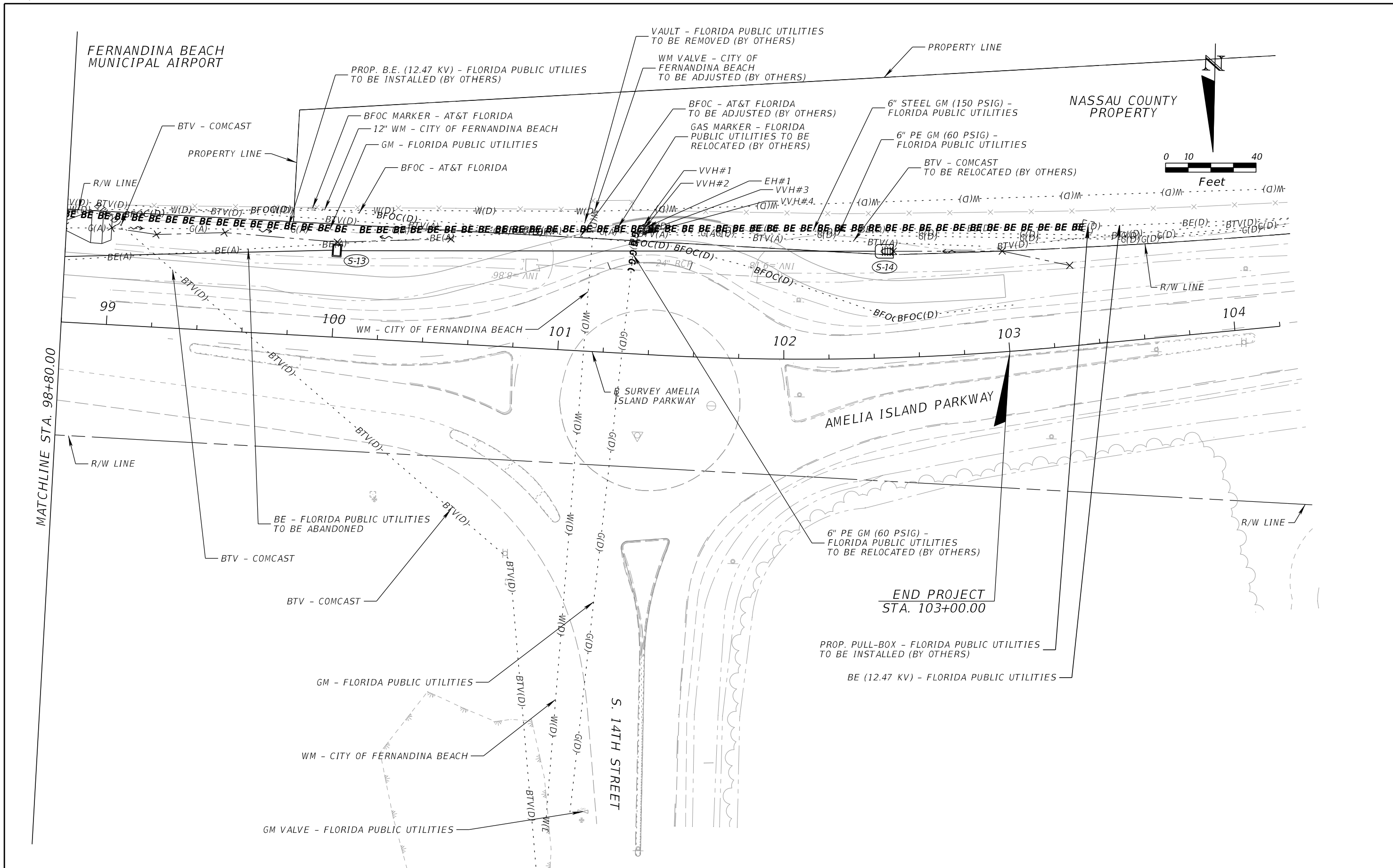
UTILITY ADJUSTMENTS (7)

FERNANDINA BEACH MUNICIPAL AIRPORT



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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					-	NASSAU	437335-1-58-01	



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REVISIONS				KEVIN M. SHOEMAKER, P.E. P.E. LICENSE NO.: 84149 STV INCORPORATED 5200 BELFORD ROAD, SUITE 400 JACKSONVILLE, FL 32256	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. UTILITY ADJUSTMENTS (9) 93
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						NASSAU	437335-1-58-01	

APPENDIX E

Geotechnical Reports

Soil Survey Report

Amelia Island Pkwy Trail from Via Del Rey to 14th Street

Nassau County, Florida

Financial Project ID: 437335-1-52-01

October 14, 2020

Terracon Project No. EQ205056

Prepared for:

STV, Inc.

5200 Belfort Road, Suite 400

Jacksonville, Florida 32256

Prepared by:

Terracon Consultants, Inc.

9655 Florida Mining Blvd, Suite 509

Jacksonville, Florida 32257

October 14, 2020

STV, Inc.
5200 Belfort Road, Suite 400
Jacksonville, Florida 32256

Attn: Mr. Keith Jackson, P.E.
P: (904) 730-9777
D: (904) 265-7724
E: keith.jackson@stvinc.com

Re: Soil Survey Report
Amelia Island Pkwy Trail from Via Del Rey to 14th Street
Nassau County, Florida
Financial Project ID: 437335-1-52-01
Terracon Project No. EQ205056

Dear Mr. Jackson:

Terracon Consultants, Inc. (Terracon) has completed geotechnical engineering services for the above referenced project. These services were performed in general accordance with our Master Subcontract for Professional Services and Task Order Form dated October 30, 2019.

The purpose of this exploration is to evaluate the subsurface conditions encountered in the area of the proposed new trail alignment associated with the referenced project. This report documents the subsurface conditions encountered and presents our evaluation and recommendations regarding trail design and construction.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.
Certificate of Authorization No. 8830

Lenny De Angelo, P.E.
Project Manager
FL Registration No. 83936

John B. Kimberly IV, P.E.
Regional Manager
FL Registration No. 49866

This item has been digitally signed and sealed by John B. Kimberly IV, P.E. 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.



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APPENDIX A – FIELD EXPLORATION AND LABORATORY TESTING

Exhibit A-1	Topographic Vicinity Map
Exhibit A-2	Soils Map
Exhibit A-3	Boring Location Plan
Exhibit A-4	Soil Survey
Exhibit A-5	Report of Auger Borings
Exhibit A-6	Field Exploration Procedures

APPENDIX B – LABORATORY TESTING

Exhibit B-1	Laboratory Testing Procedures
Exhibit B-2	Summary of Laboratory Testing for Trail

APPENDIX C – SUPPORTING DOCUMENTS

Exhibit C-1	AASHTO Soil Classification System
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SOIL SURVEY REPORT
AMELIA ISLAND PKWY TRAIL FROM VIA DEL REY TO 14TH STREET
NASSAU COUNTY, FLORIDA
FINANCIAL PROJECT ID: 437335-1-52-01
Terracon Project No. EQ205056
October 14, 2020

1.0 PURPOSE AND SCOPE

The purpose of this geotechnical engineering exploration was to obtain information about the subsurface conditions along the project alignment and provide geotechnical engineering recommendations for design and construction of the proposed trail. The geotechnical exploration and activities included the following:

- n Reviewing the United States Geological Survey (USGS) Quadrangle Map (shown as **Exhibit A-1** in the **Appendix**) for the site proximity and United States Department of Agriculture (USDA) Soil Conservation Service (SCS) Soil Survey Map (shown as **Exhibit A-2** in the **Appendix**) to determine likely near surface soil and groundwater conditions in the vicinity of the proposed trail alignment. **Exhibits A-1** and **A-2** have been annotated to show the approximate project limits.
- n Mobilizing a drill crew to the project site during September to October 2020 to perform 24 soil test borings spaced on approximate 200-foot centers along the proposed new trail alignment. The hand auger borings were performed to depths ranging from approximately 3.5 feet to 5 feet below the existing ground surface. Boring locations are presented in plan view on the **Boring Location Plan** sheet as **Exhibit A-3** in **Appendix A**. The boring stations, offsets, and stratifications are presented in general accordance with FDOT guidelines on the Report of Auger Borings as **Exhibit A-5** in **Appendix A**. A description of **Field Exploration Procedures** is presented on **Exhibit A-6** in **Appendix A**.
- n Visually classifying the recovered soil samples in the field by a Geotechnical Technician and in the laboratory by a Geotechnical Engineer in accordance with the AASHTO Classification system (**Exhibit C-1** in **Appendix C**).
- n Laboratory classification and index property testing, including gradation tests, organic content, and natural moisture tests, were assigned and performed in our laboratory to aid in classifying soils and assessing engineering characteristics. The test results are included on the **Soil Survey** sheet (**Exhibit A-4**) in **Appendix A**. Laboratory test results have also been tabulated on the **Summary of Laboratory Testing for Trail** table (**Exhibit B-2**) in **Appendix B**.

Soil Survey Report

Amelia Island Pkwy Trail from Via Del Rey to 14th Street ■ Nassau County, Florida
 October 14, 2020 ■ Terracon Project No. EQ205056

- n Preparation of this report which documents the field and laboratory data and our evaluation of the subsurface soil and groundwater conditions to form the basis for the recommendations made in Section 6.0 of this report.

2.0 PROJECT INFORMATION

The project site is located in Nassau County, Florida and includes a new trail alignment along the east side of the existing Amelia Island Parkway travel lanes. The trail alignment begins at the Via Del Rey Road intersection and extends northward for approximately 0.8 miles to the intersection of 14th Street. The improvements involve construction of a 10 feet wide asphalt paved trail. The approximate limits are depicted on the **Topographic Vicinity Map (Exhibit A-1)** in **Appendix A**.

3.0 REVIEW OF AVAILABLE DATA

3.1 U.S.G.S. Topographic Quadrangle Map

Based on the United States Geological Survey (USGS) “Amelia City, Florida” quadrangle map (issued 1992), the natural ground surface in the general project area appears to range in elevation from about +10 to +20 feet, NGVD. An excerpt of the USGS Quadrangle Map of the project area is shown as **Exhibit A-1** in **Appendix A**.

3.2 U.S.D.A. Soil Survey

The United States Department of Agriculture (USDA) Nassau County Soil Survey of the project location is shown on **Exhibit A-2** in **Appendix A**. Based on this publication (issued 1984), near surface soils mapped in the immediate vicinity are tabulated below.

MAP SYMBOL NO.	SOIL NAME	ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL		FLOODING	
		DEPTH, FT	DURATION	FREQUENCY	DURATION
9	Leon fine sand, 0 to 2 percent slopes	0.5-1.5	Jan- May, Nov- Dec	None	–
10	Mandarin fine sand, 0 to 2 percent slopes	1.5-2.5	Jan- Apr, Dec	None	–

3.3 Potentiometric Surface Maps

A review of the map entitled “*Potentiometric Surface of the Upper Floridan Aquifer in Florida and Parts of Georgia, South Carolina, and Alabama, May - June 2010*” indicated a potentiometric surface elevation between contours of approximately +10 and +20 feet, NGVD in the project area. Artesian groundwater conditions were not observed in the borings.

Soil Survey Report

Amelia Island Pkwy Trail from Via Del Rey to 14th Street ■ Nassau County, Florida
 October 14, 2020 ■ Terracon Project No. EQ205056

4.0 SUBSURFACE CONDITIONS

4.1 Site Geology

Amelia island located in Nassau County lies within the Atlantic Coastal Plain province, which northeast Florida encompasses a series of ancient marine terraces. These terraces mark the ocean bottom during the Pleistocene Epoch when the sea, having transgressed beyond the present shoreline, remained stationary for long periods of time punctuated by episodic regressions. As the sea regressed to a lower level, the sea floor became exposed as a flat plain with a low scarp and sand dune ridge along the landward edge marking the abandoned shoreline. The flat plains and abandoned shorelines have, since their deposition been dissected and eroded by streams, wind and rainfall, leaving only remnants of their original structure.

4.2 Typical Subsurface Profile

The soil survey encountered one generalized soil stratum within the survey limits to the maximum depths explored in the borings as tabulated in the following table:

STRATUM DESIGNATION	DESCRIPTION	AASHTO CLASSIFICATION
1	LIGHT BROWN TO BROWN AND LIGHT GRAY TO GRAY FINE SAND, FINE SAND WITH SILT, AND SILTY FINE SAND (<15% FINES)	A-3, A-2-4
2	LIGHT BROWN TO BROWN AND LIGHT GRAY TO GRAY SILTY FINE SAND WITH SILT (≥15% FINES)	A-2-4

The locations of the borings (stations and offsets) are indicated on the **Report of Auger Borings** sheet, shown on **Exhibit A-5 in Appendix A**. Stratification boundaries on this sheet represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Samples of the encountered soils were placed in glass jars that were sealed and transported to our laboratory for review by a Geotechnical Engineer. The soil descriptions presented in the legend of these sheets are based on a visual classification procedure in general accordance with AASHTO standards as well as laboratory classification testing of select samples.

4.3 Groundwater

The groundwater level was measured in the borings at the time of our exploration, and will fluctuate due to seasonal climatic variations, previous rainfall, construction operations, surrounding development, and other interrelated factors. The groundwater level was encountered at various depths ranging from 2 feet to 4.5 feet below existing ground surface in the borings.

The encountered groundwater levels and the estimated seasonal high groundwater levels are presented on the **Report of Auger Borings** sheet. Our estimates of the seasonal groundwater conditions are based on a review of the USDA Soil Survey, the encountered soil types, the encountered soil coloration, the encountered water levels, the site survey data, and area rainfall data.

Soil Survey Report

Amelia Island Pkwy Trail from Via Del Rey to 14th Street ■ Nassau County, Florida
October 14, 2020 ■ Terracon Project No. EQ205056

Estimates of the seasonal high water table presented in this report are based on and limited by the data collected during our geotechnical exploration, and the referenced published documents. Estimates of the seasonal high assume normal precipitation volumes and distribution. The seasonal high water table in any particular year will vary depending upon whether that year is a “wet” year, a “dry” year, or a “normal” year. These seasonal water table estimates do not represent the temporary rise in water table that occurs immediately following a storm event. The seasonal high-water table will be affected by any extreme weather changes, localized or regional flooding, future grading, drainage improvements, or other construction that may occur on or around the site following the date of this report.

5.0 LABORATORY TESTING

Laboratory testing was performed on selected samples to aid in soil classification and to further define the engineering properties of the soils. The laboratory testing completed during this phase of work included natural moisture content, grain size distribution, and organic content. The results of our laboratory testing are presented on the **Summary of Laboratory Testing for Trail as Exhibit B-2 in Appendix B** and are included on the **Soil Survey sheet (Exhibit A-4) in Appendix A**.

6.0 EVALUATION AND RECOMMENDATIONS

6.1 General

The following evaluation and recommendations are based on the project characteristics previously described, the data obtained during our field exploration and laboratory testing, and our experience with similar subsurface conditions and construction projects.

6.2 Existing Soils

The following includes our recommendation for the soil stratum encountered during the exploration:

- n The material from stratum number 1 is Select (S) and appears satisfactory for use in the embankment when utilized in accordance with Standard Plans Index 120-001.
- n The material from stratum number 2 is likely to retain excess moisture and be difficult to dry and compact. It should be used in the embankment above the water level existing at the time of construction.

6.3 Groundwater

According to Table 2.6.3 of the FDOT Plans Preparation Manual, assuming the subject trail is considered “other facility”, a minimum separation of at least 12 inches is recommended between the estimated seasonal high groundwater level and the bottom of the trail pavement base course.

Soil Survey Report

Amelia Island Pkwy Trail from Via Del Rey to 14th Street ■ Nassau County, Florida
October 14, 2020 ■ Terracon Project No. EQ205056

The estimated seasonal high groundwater levels are presented on the **Report of Auger Borings** sheet, shown on **Exhibit A-5** in **Appendix A**.

It should be noted that the estimated seasonal high groundwater level is within a few feet of the existing ground surface at various segments of the proposed trail alignment. We have not reviewed the design Plans for this project to determine if the estimated seasonal high groundwater levels are below 12 inches of the bottom of the proposed base. We recommend the design team provide additional drawings, when available, so that we may identify any potential areas within the proposed alignment where adequate base clearance cannot be achieved and provide additional recommendations, as necessary.

Additionally, we recommend the pavement designer for the proposed trail consider a reduction in the design Resilient Modulus value as outlined in the FDOT Flexible Pavement Design Manual in areas of the trail alignment where the estimated seasonal high groundwater levels are within 3 feet of the bottom of the proposed trail base.

7.0 REPORT LIMITATIONS AND GENERAL CONSIDERATIONS

This report has been performed for the exclusive use of our client for specific information applicable to the subject project. Our conclusions and recommendations have been prepared using generally accepted standards of geotechnical engineering practice in the area. No other warranty is expressed or implied. Terracon is not responsible for the conclusions, opinions, or recommendations of others based on these data.

The scope of our services did not include any environmental assessments or investigations for the possible presence of hazardous or toxic materials in the soil, groundwater or surface water within or in the general vicinity of the site studied. Any statements made in this report or shown on the Boring Logs regarding unusual subsurface conditions and / or subsurface materials are strictly for the information of our client and may not be indicative of an environmental problem.

Our conclusions and recommendations are based on the design information furnished to us; data obtained from previously described subsurface exploration and our past experience. They do not reflect variations in the subsurface conditions that are likely to exist away from our borings and in unexplored areas of the site. These variations result from the inherent variability of the subsurface conditions in this geologic region. If such variations become apparent during construction, it will be necessary for us to reevaluate our conclusions and recommendations based on an on-site observation of the conditions.

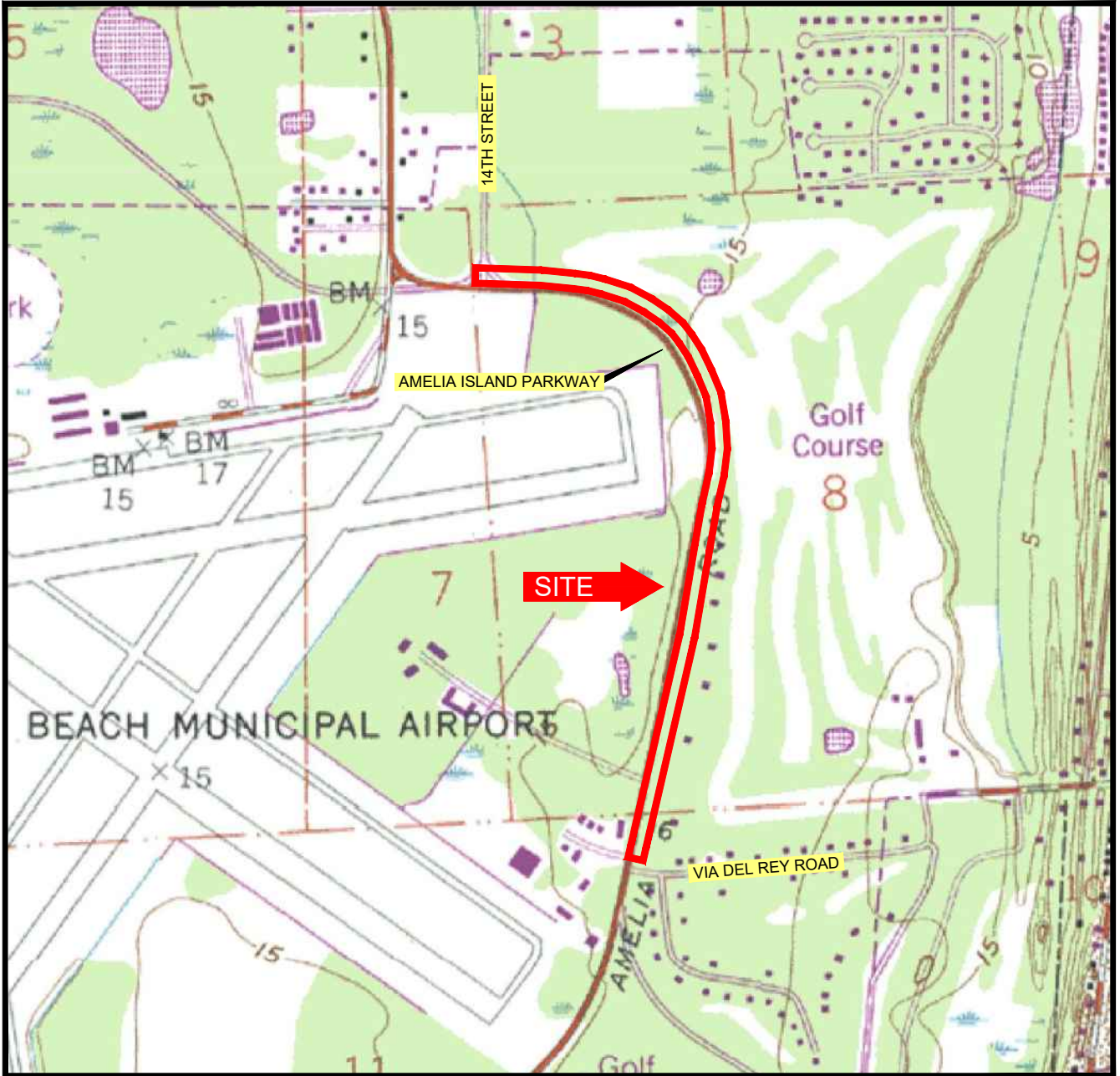
If the overall design or if the proposed site layout is changed, the recommendations contained in this report must not be considered valid unless our firm reviews the changes and our recommendations are modified or verified in writing. When the design is finalized, we should be

Soil Survey Report

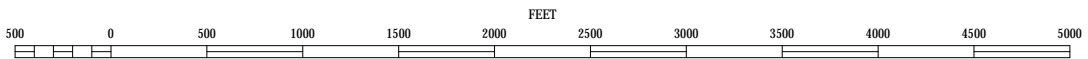
Amelia Island Pkwy Trail from Via Del Rey to 14th Street ■ Nassau County, Florida
October 14, 2020 ■ Terracon Project No. EQ205056

retained to review the plans and applicable portions of the project specifications. This review would allow us to check whether these documents are consistent with the intent of our recommendations.

APPENDIX A



SCALE 1"=1000'



AMELIA CITY, FLORIDA
 ISSUED: 1992
 7.5 MINUTE SERIES (QUADRANGLE)



N:\Projects-Other Offices\Jacksonville_2020\EQ205056\Cad\EQ205056 Exhibit A-1.dwg

Project Mgr:	LGD	Project No.	EQ205056
Drawn By:	AS	Scale:	AS SHOWN
Checked By:	LGD	File No.	EQ205056
Approved By:	JBK	Date:	10-9-20

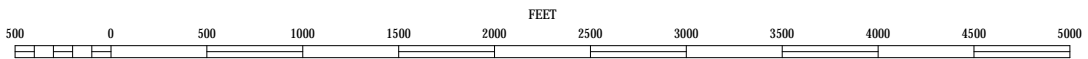
Terracon
 Consulting Engineers and Scientists
 9655 W. FLORIDA MINING BOULEVARD - SUITE 509
 JACKSONVILLE, FLORIDA 32257
 PH. (904) 900-6494 FAX. (904) 268-5255

TOPOGRAPHIC VICINITY MAP
 GEOTECHNICAL ENGINEERING REPORT
 AMELIA ISLAND PARKWAY TRAIL
 FROM VIA DEL REY TO 14TH STREET
 NASSAU COUNTY, FLORIDA

EXHIBIT
A-1



SCALE 1"=1000'



U.S.D.A. SOIL SURVEY FOR NASSAU COUNTY, FLORIDA

SOIL LEGEND

- 9 LEON FINE SAND, 0 TO 2 PERCENT SLOPES
- 10 MANDARIN FINE SAND, 0 TO 2 PERCENT SLOPES



N:\Projects-Other Offices\Jacksonville_2020\EQ205056\Cad\EQ205056 Exhibit A-2.dwg

Project Mgr:	LGD	Project No.	EQ205056
Drawn By:	AS	Scale:	AS SHOWN
Checked By:	LGD	File No.	EQ205056
Approved By:	JBK	Date:	10-9-20

Terracon
 Consulting Engineers and Scientists
 9655 W. FLORIDA MINING BOULEVARD - SUITE 509
 JACKSONVILLE, FLORIDA 32257
 PH. (904) 900-6494 FAX. (904) 268-5255

SOILS MAP
GEOTECHNICAL ENGINEERING REPORT
AMELIA ISLAND PARKWAY TRAIL
 FROM VIA DEL REY TO 14TH STREET
 NASSAU COUNTY, FLORIDA

EXHIBIT
A-2

SCALE IN FEET
0 250 500

LEGEND

 APPROXIMATE LOCATION OF HAND AUGER BORING

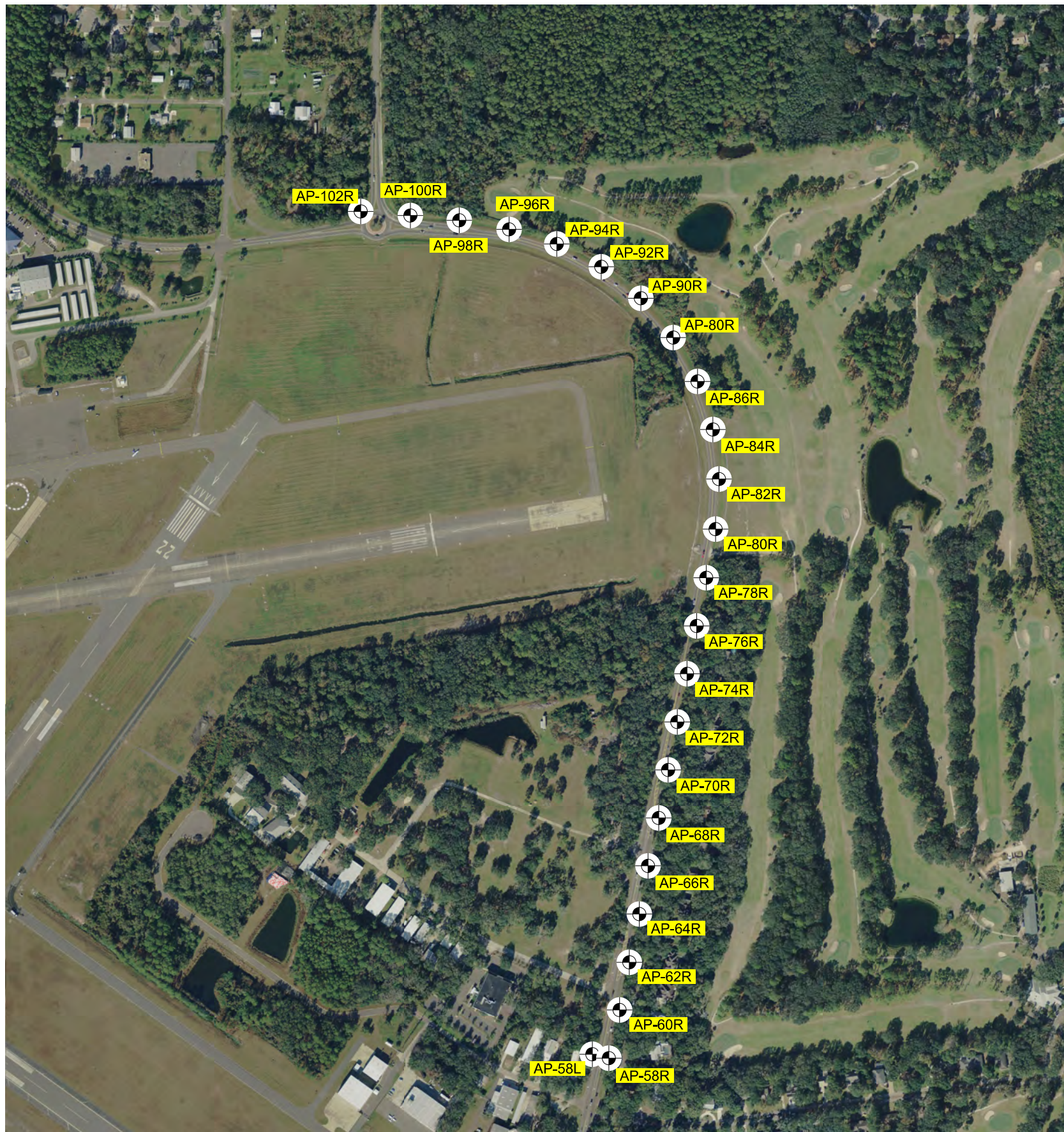


Exhibit A-3

REVISIONS				JOHN B. KIMBERLY IV, P.E. P.E. LICENSE NUMBER 49866 TERRACON 9655 W. FLORIDA MINING BLVD, STE 509 JACKSONVILLE, FLORIDA 32257	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			BORING LOCATION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NASSAU	437335-1-52-01			

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: OCTOBER 2020
SURVEY MADE BY: TERRACON CONSULTANTS, INC.
SUBMITTED BY: JOHN B. KIMBERLY IV, P.E.

FINANCIAL PROJECT NO.: 437335-1-52-01

DISTRICT: TWO
ROAD NO.: AMELIA ISLAND PARKWAY
COUNTY: NASSAU

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF TRAILS

SURVEY BEGINS STA.: 57+91 SURVEY ENDS STA.: 102+01

REFERENCE: AMELIA ISLAND PARKWAY CENTERLINE

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)			MATERIAL DESCRIPTION	CORROSION TEST RESULTS					
	NO. OF TESTS	% ORGANIC	NO. OF TESTS	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX		AASHTO GROUP	NO. OF TESTS	RESISTIVITY ohm-cm	CHLORIDES ppm	SULFATES ppm	pH
1	-	-	15	6-27	15	97-100	97-100	92-99	30-62	2-9	-	-	-	A-3	LIGHT BROWN TO BROWN AND LIGHT GRAY TO GRAY FINE SAND AND FINE SAND WITH SILT (<15% FINES)	-	-	-	-	-
2	-	-	1	20	1	100	100	98	60	23	1	NP	NP	A-2-4	LIGHT BROWN TO BROWN AND LIGHT GRAY TO GRAY SILTY FINE SAND WITH SILT (>15% FINES)	-	-	-	-	-

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE MAKE FINAL CHECK AFTER GRADING

▼ = WATER TABLE ENCOUNTERED

▽ = ESTIMATED SEASONAL HIGH WATER TABLE

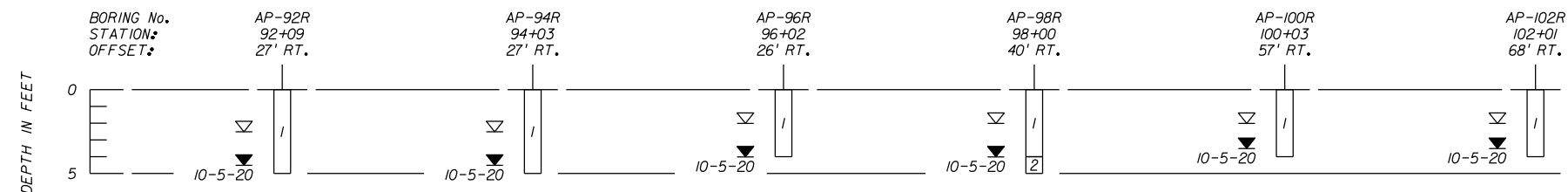
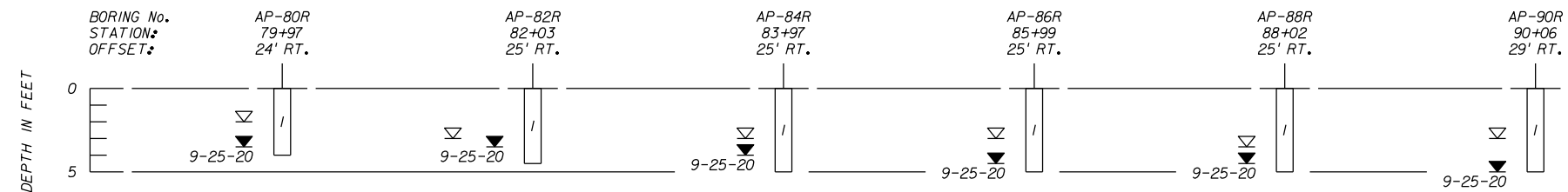
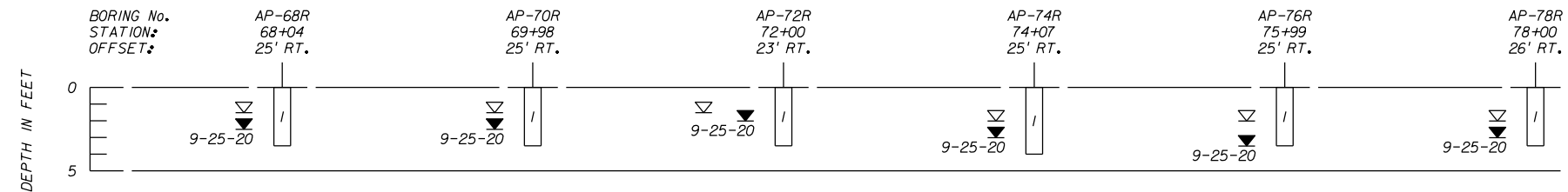
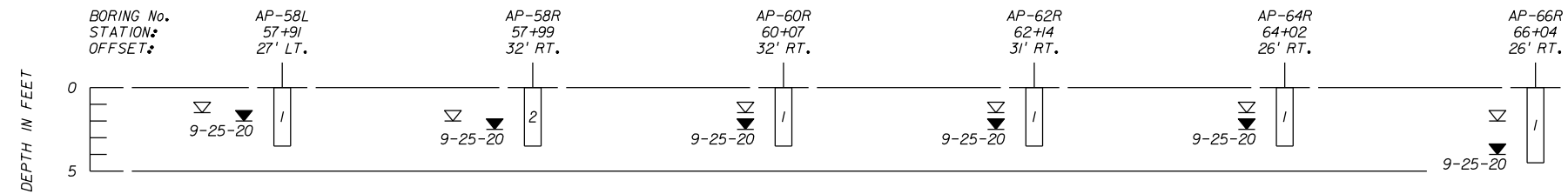
NOTES:

- 1) SOIL BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH BORING LOCATION ONLY.
- 2) SOIL ANALYSIS INCLUDES DATA FROM TRAIL AREAS ONLY.
- 3) THE SYMBOL "-" REPRESENTS AN UNMEASURED PARAMETER.
- 4) THE MATERIAL FROM STRATA NUMBERS 1 AND 2 IS SELECT (S) AND APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH STANDARD PLANS INDEX 120-001.
- 5) THE MATERIAL FROM STRATUM NUMBER 2 IS LIKELY TO RETAIN MOISTURE AND BE DIFFICULT TO DRY AND COMPACT. IT SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION.

Exhibit A-4

REVISIONS				JOHN B. KIMBERLY IV, P.E. P.E. LICENSE NUMBER 49866 TERRACON 9655 W. FLORIDA MINING BLVD, STE 509 JACKSONVILLE, FLORIDA 32257	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					NASSAU	437335-1-52-01		

SOIL SURVEY



LEGEND

- 1 LIGHT BROWN TO BROWN AND LIGHT GRAY TO GRAY FINE SAND AND FINE SAND WITH SILT (15% FINES) (A-3)
- 2 LIGHT BROWN TO BROWN AND LIGHT GRAY TO GRAY SILTY FINE SAND WITH SILT (25% FINES) (A-2-4)
- (A-3) A.A.S.H.T.O. SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- ▼ ENCOUNTERED GROUNDWATER LEVEL WITH DATE OF READING
6-20-16
- ∇ ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL

Exhibit A-5

REVISIONS				JOHN B. KIMBERLY IV, P.E. P.E. LICENSE NUMBER 49866 TERRACON 9655 W. FLORIDA MINING BLVD, STE 509 JACKSONVILLE, FLORIDA 32257	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			REPORT OF AUGER BORINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					NASSAU	437335-1-52-01			

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

Soil Survey Report

Amelia Island Pkwy Trail from Via Del Rey to 14th Street ■ Nassau County, Florida
October 14, 2020 ■ Terracon Project No. EQ205056

Field Exploration Procedures

Soil Test Borings

The field exploration program for this report consisted of drilling 24 soil test borings to depths ranging from approximately 3.5 feet to 5 feet below the existing ground surface during September to October 2020. The borings were drilled using standard hand auger techniques on approximate 200-foot intervals. Several of the borings were terminated before a depth of 5 feet due to the encountered shallow groundwater table that caused caving and sloughing of the sandy borehole sidewalls.

The standard hand auger boring procedure consists of manually turning a 3-inch diameter, 6-inch long bucket type auger sampler into the soil until full. The sampler is then retrieved and the soils in the sampler visually examined and classified. This procedure is repeated until the desired termination depth is achieved.

Field logs of each boring were prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Portions of the samples from each of the borings were placed in glass jars to reduce moisture loss and taken to our laboratory for further observation and classification. Upon completion, the boreholes were backfilled with soil cuttings.

APPENDIX B

Soil Survey Report

Amelia Island Pkwy Trail from Via Del Rey to 14th Street ■ Nassau County, Florida
October 14, 2020 ■ Terracon Project No. EQ205056

Laboratory Testing Procedures

General

During the field exploration, a portion of each recovered soil sample was placed in glass jars and transported to our laboratory for further visual observation and laboratory testing. Representative samples were tested for moisture content, grain size distribution, and organic content. The visual-manual classifications for soil samples were modified as appropriate based upon the laboratory testing results.

The results of the laboratory testing are presented on the following in the **Appendix**:

- n Exhibit A-4 Soil Survey Sheet
- n Exhibit B-2 Summary of Laboratory Testing for Trail

The soil samples were classified in general accordance with the appended General Notes and the AASHTO Soil Classification System based on the material's texture and plasticity. A brief description of the AASHTO Soil Classification System is included on **Exhibit C-1** in **Appendix C**. The following are brief descriptions of the laboratory testing procedures.

Moisture Content

To determine the moisture content of the selected soil sample, the test specimen was dried in an oven to constant mass in general accordance with AASHTO T 265. The water content was then calculated using the mass of the water and the mass of the dry specimen. The water content is used to express the phase relationship of air, water, and solid in a given volume of material.

Grain Size Distribution

To conduct this test, a sample is dried and then shaken over various standard sieve sizes. The weight of soil retained on each sieve is measured and cumulative percentage by weight passing each sieve is calculated. In the case of the fines content testing, the dried sample was washed over a No. 200 mesh sieve and the dry weight of the sample remaining on the sieve was used to determine the percentage passing the No. 200 mesh sieve, which is the silt and/or clay content of the sample. This testing was conducted in general accordance with AASHTO T 088.

Organic Content (Organic Loss on Ignition)

To determine the amount of organic material in a sample, the sample is first dried and weighed, and then ignited and reweighed. The amount of organic material is determined by subtracting the post-ignition weight from the pre-ignition weight and the organic content is expressed as a percentage. This test was conducted in general accordance with AASHTO T 267.

EXHIBIT B-2
SUMMARY OF LABORATORY TESTING FOR TRAIL
AMELIA ISLAND PKWY FROM: VIA DEL REY TO 14TH STREET
NASSAU COUNTY, FLORIDA
FINANCIAL PROJECT ID NO. 437335-1-52-01
TERRACON PROJECT NO. EQ205056

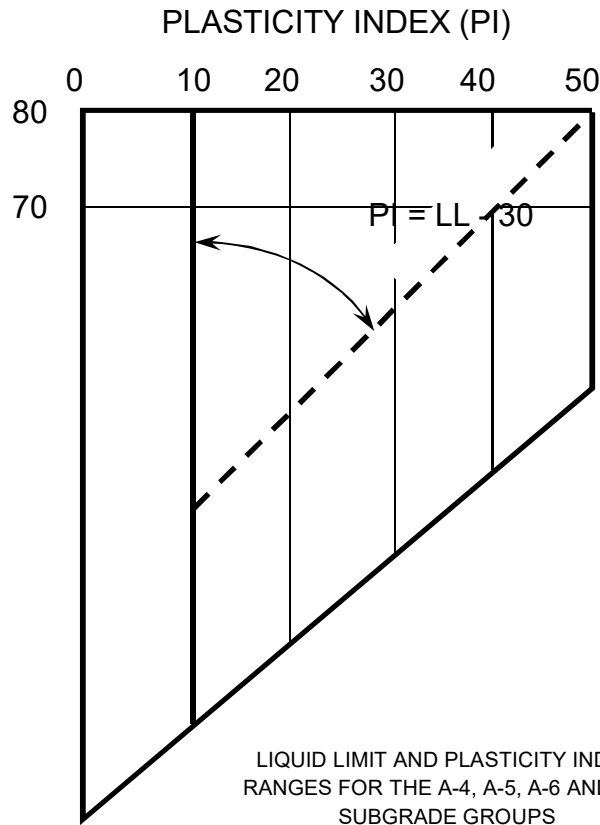
Boring Number	Sample No.	Depth Range (ft)		Moisture Content (%)	Organic Content (%)	Liquid Limit	Plasticity Index	Percent Passing U.S. Standard Sieve						AASHTO Soil Classification	Stratum Number	
		From	To					#4	#10	#20	#40	#60	#100			#200
AP-58L	2	1.0	3.0	21	-	-	-	100	100	100	99	94	38	4	A-3	1
AP-60R	2	1.0	2.0	22	-	-	-	100	99	99	98	92	36	4	A-3	1
AP-64R	1	0.0	2.0	20	-	-	-	100	99	99	98	93	39	5	A-3	1
AP-68R	2	2.0	3.5	22	-	-	-	100	100	100	99	94	38	4	A-3	1
AP-70R	1	0.0	1.5	16	-	-	-	100	100	100	99	93	36	4	A-3	1
AP-72R	2	1.5	2.9	17	-	-	-	100	100	100	99	94	40	5	A-3	1
AP-74R	2	1.0	4.0	17	-	-	-	100	100	100	99	93	37	3	A-3	1
AP-78R	2	1.5	3.5	15	-	-	-	100	100	100	99	92	35	2	A-3	1
AP-80R	2	1.5	4.0	16	-	-	-	100	100	100	99	92	36	3	A-3	1
AP-84R	3	2.5	4.0	21	-	-	-	100	100	100	99	93	37	3	A-3	1
AP-88R	2	3.0	5.0	27	-	-	-	100	100	100	99	95	46	9	A-3	1
AP-90R	1	0.0	3.0	6	-	-	-	100	100	100	99	94	39	6	A-3	1
AP-92R	2	3.0	4.0	17	-	-	-	100	100	100	100	99	51	6	A-3	1
AP-96R	2	2.5	3.0	16	-	-	-	100	100	100	100	99	55	3	A-3	1
AP-98R	4	4.0	5.0	20	-	NP	NP	100	100	100	100	98	60	23	A-2-4	2
AP-100R	2	3.5	4.0	26	-	-	-	98	97	97	97	95	54	5	A-3	1

APPENDIX C

AASHTO SOIL CLASSIFICATION SYSTEM

Group	Subgroup	Percent Passing U.S. Sieve No.			Character of Fraction Passing No. 40 Sieve		Group Index No. ³
		10	40	200	Liquid Limit (LL)	Plasticity Index (PI)	
A-1			50 Max.	25 Max.	-	6 Max.	0
	A-1-a	50 Max.	30 Max.	15 Max.	-	6 Max.	0
	A-1-b		50 Max.	25 Max.	-	6 Max.	0
A-2 ¹				35 Max.			0 to 4
	A-2-4			35 Max.	40 Max.	10 Max.	0
	A-2-5			35 Max.	41 Min.	10 Max.	0
	A-2-6			35 Max.	40 Max.	11 Min.	4 Max.
	A-2-7			35 Max.	41 Min.	11 Min.	4 Max.
A-3	-		51 Min.	10 Max.	-	Non-Plastic	0
A-4	-	-	-	36 Min.	40 Max.	10 Max.	8 Max.
A-5	-	-	-	36 Min.	41 Min.	10 Max.	12 Max.
A-6	-	-	-	36 Min.	40 Max.	11 Min.	16 Max.
A-7 ²				36 Min.	41 Min.	11 Min.	20 Max.
	A-7-5			36 Min.	41 Min.	11 Min.	20 Max.
	A-7-6			36 Min.	41 Min.	11 Min.	20 Max.
A-8	HIGHLY ORGANIC SOIL (Qualifying Minimum Organic Content Varies by Region – Typically > 5% by Weight)						

1. Group A-2 includes all soils having 35% or less passing the #200 sieve that cannot be classified as A-1 or A-3
2. PI of A-7-5 subgroup is equal to or less than LL – 30. PI of A-7-6 subgroup is greater than LL - 30
3. Group Index GI = (F – 35)[0.2 + 0.005(LL – 40)] + 0.01 (F – 15)(PI – 10) where F = % passing #200 sieve.



APPENDIX F

Subsurface Utility Information



VACUUM EXCAVATION RECORD

CAMERA #: 2

CREW: STUBBS, FUNHAM, MOTTOR, FRASIER

PROJECT: AMELIA ISLAND PKWY.

DATE: 11/3/2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205267

F.P.N.#:

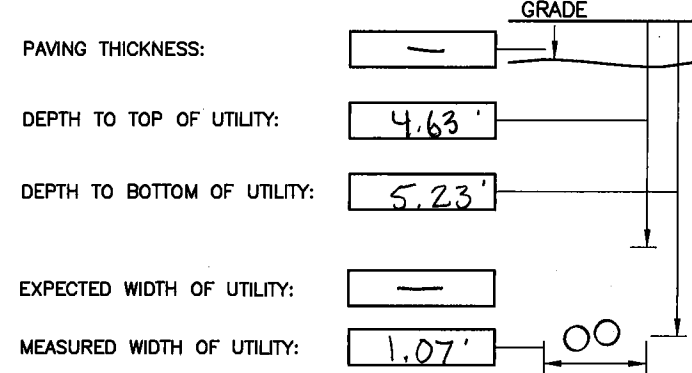
HOLE#: VVH1

UTILITY FOUND: 4" PVC (X2) (BE)

GROUND: ASPHALT CONCRETE (DIRT) OTHER

SOIL CONDITION: HARD (SOFT) (WET) DRY SAND (DIRT) CLAY (ROCKY)

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
(E) - ELECTRICAL	1- STEEL
G - GAS	(2) PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	(30) EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
(25) SIRC 5/8"***	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	(OTHER) ENC CRNB
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: (ENGLISH) or METRIC

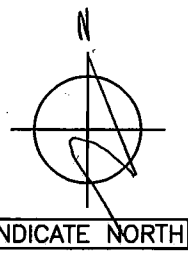
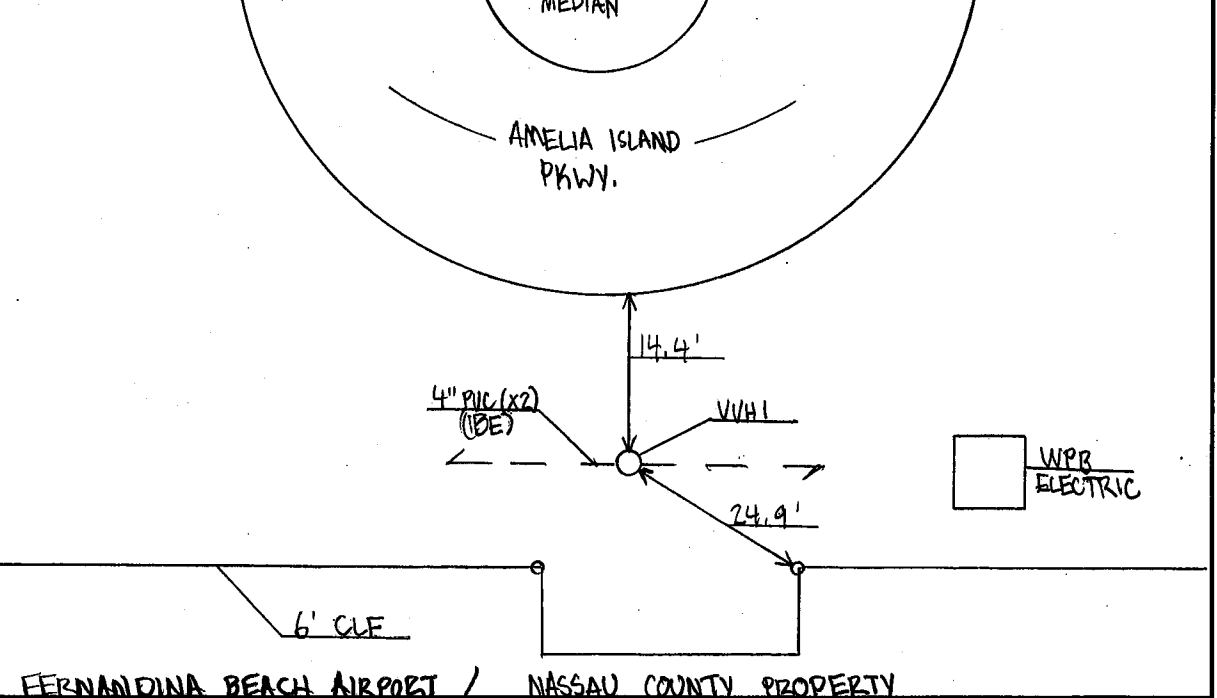
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	8.02'	1.47'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
[REDACTED]	56.9'	LI

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPUC

POLE #: THA 9

EH #:

LOCATION SKETCH:



Offices:
8001 Belfort Pkwy - Suite
Jacksonville, Florida 32256
Phone: 904.641.0123
Fax: 904.641.8858

- Boca Raton, FL
- Charlotte, NC
- Chipley, FL
- Cary, NC
- Lakeland, FL
- Gainesville, FL
- Orlando, FL
- Panama City Beach, FL
- Pensacola, FL
- Tallahassee, FL
- Tampa, FL

AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 1



VVH 1



VVH 1



VACUUM EXCAVATION RECORD

CAMERA #: 2

CREW: STUBBS, DUNHAM, MOTTOR, FRASIER

PROJECT: AMELIA ISLAND PKWY.

DATE: 11/3/2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205267

F.P.N.#:

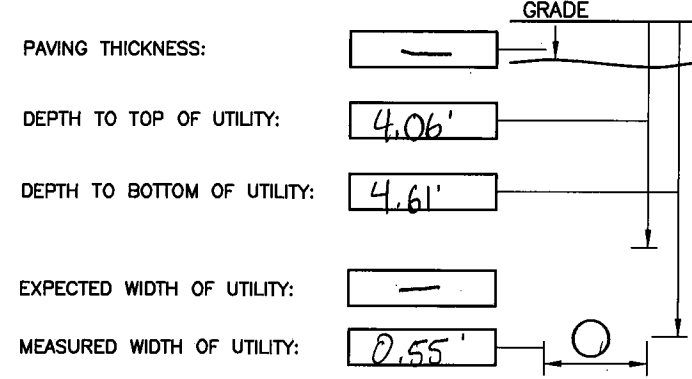
HOLE#: WH2

UTILITY FOUND: 6" HDPE (GM)

GROUND: ASPHALT CONCRETE (DIRT) OTHER

SOIL CONDITION: HARD (SOFT) (WET) DRY SAND (DIRT) CLAY (ROCKY)

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
(G) - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	(5) PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	(30) EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
(25) SIRC 5/8"***	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	(OTHER) FNC CENTER
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: (ENGLISH) or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[]	8.82'	[]

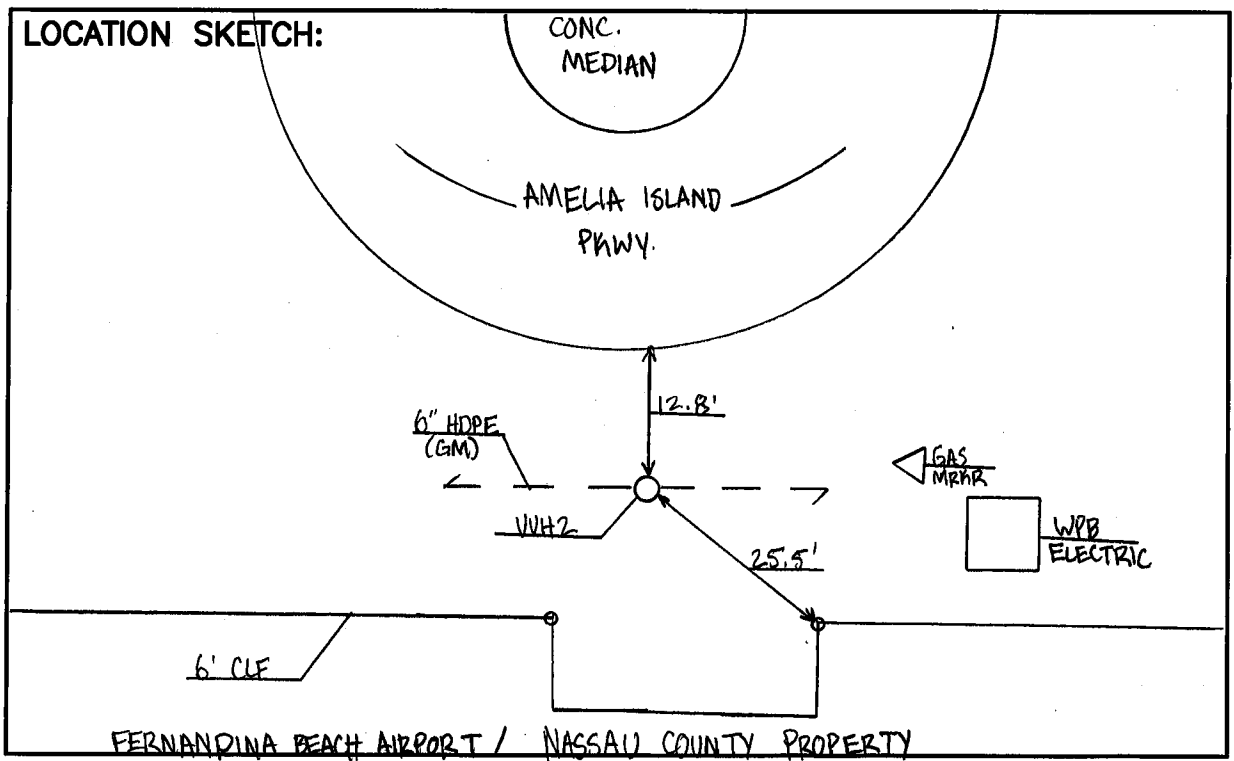
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[]	55.4'	LI	[]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPUC

POLE #: THA9

EH #:

LOCATION SKETCH:



Offices:
8001 Belfort Pkwy - Suite
Jacksonville, Florida 32256
Phone: 904.641.0123
Fax: 904.641.8858

Boca Raton, FL
Charlotte, NC
ChIPLEY, FL
Cary, NC
Lakeland, FL
Gainesville, FL
Orlando, FL
Panama City Beach, FL
Pensacola, FL
Tallahassee, FL
Tampa, FL

AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 2



VVH 2



VVH 2



VACUUM EXCAVATION RECORD

CAMERA #: 2

CREW: STUBBS, DUNHAM, MOTTOR, FRASIER

PROJECT: AMELIA ISLAND PKWY.

DATE: 11/3/2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205 267

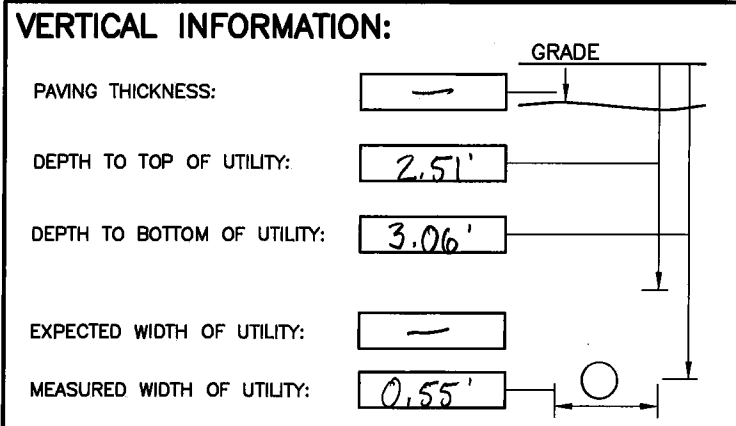
F.P.N.#:

HOLE#: WH3

UTILITY FOUND: 6" COATED STL. (GM)

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	① STEEL
② - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

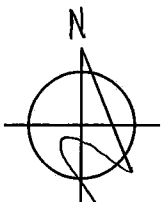
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
8'	10.51'	10'

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
3.54	54.1'	LT	

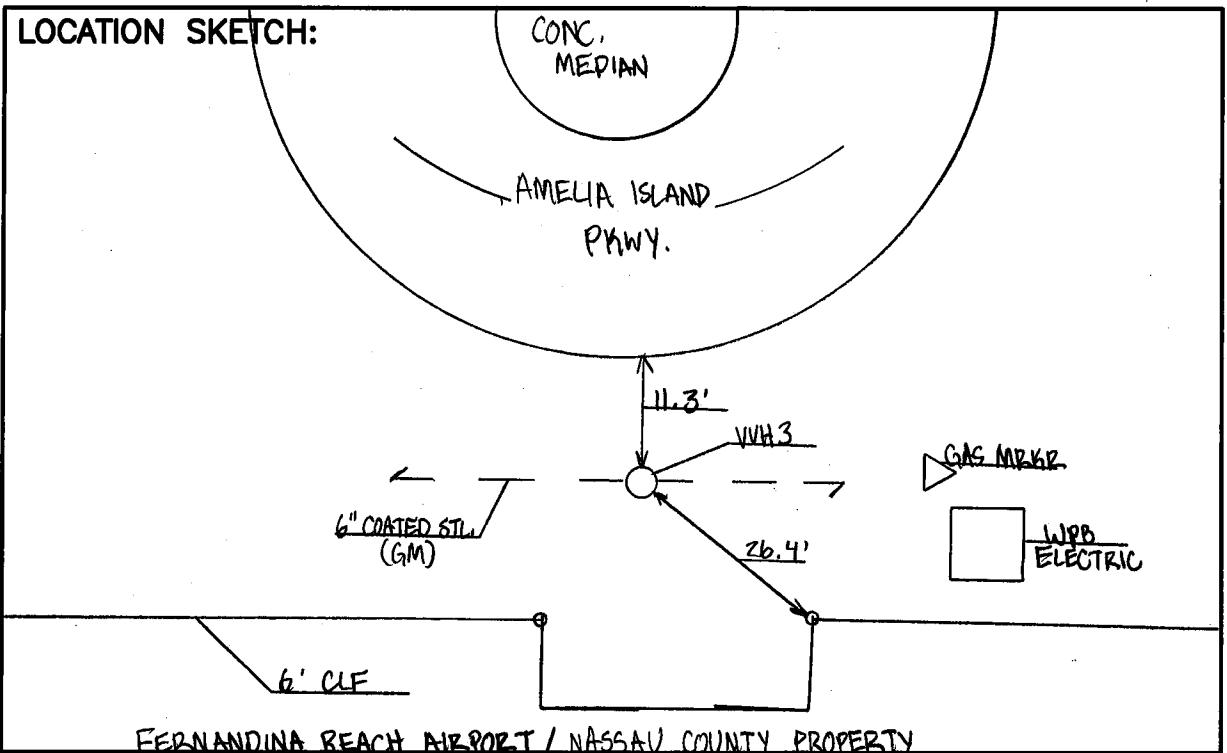
UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPUC

POLE #: THA 9
EH #:

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	③① EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
②⑤ SIRC 5/8" **	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER _____
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: ENGLISH or METRIC



INDICATE NORTH



Offices:

8001 Belfort Pkwy - Suite
Jacksonville, Florida 32256
Phone: 904.641.0123
Fax: 904.641.8858

Boca Raton, FL
Charlotte, NC
Chipley, FL
Cary, NC
Lakeland, FL
Gainesville, FL
Orlando, FL
Panama City Beach, FL
Pensacola, FL
Tallahassee, FL
Tampa, FL

AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 3



VVH 3



VVH 3



VACUUM EXCAVATION RECORD

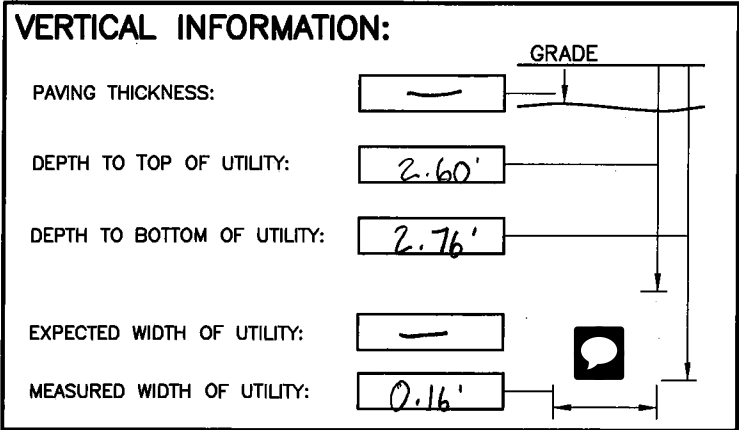
CAMERA #: 2 CREW: STUBBS, DUNHAM, MOTOR, FRASIER

PROJECT: AMELIA ISLAND PKWY. DATE: 11/3/2022 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306205267 F.P.N. #:

HOLE#: JVH4 UTILITY FOUND: 1 1/2" PE (BTV)

GROUND: ASPHALT CONCRETE (DIRT) OTHER SOIL CONDITION: HARD (SOFT) (WET) DRY SAND (DIRT) CLAY (ROCKY)



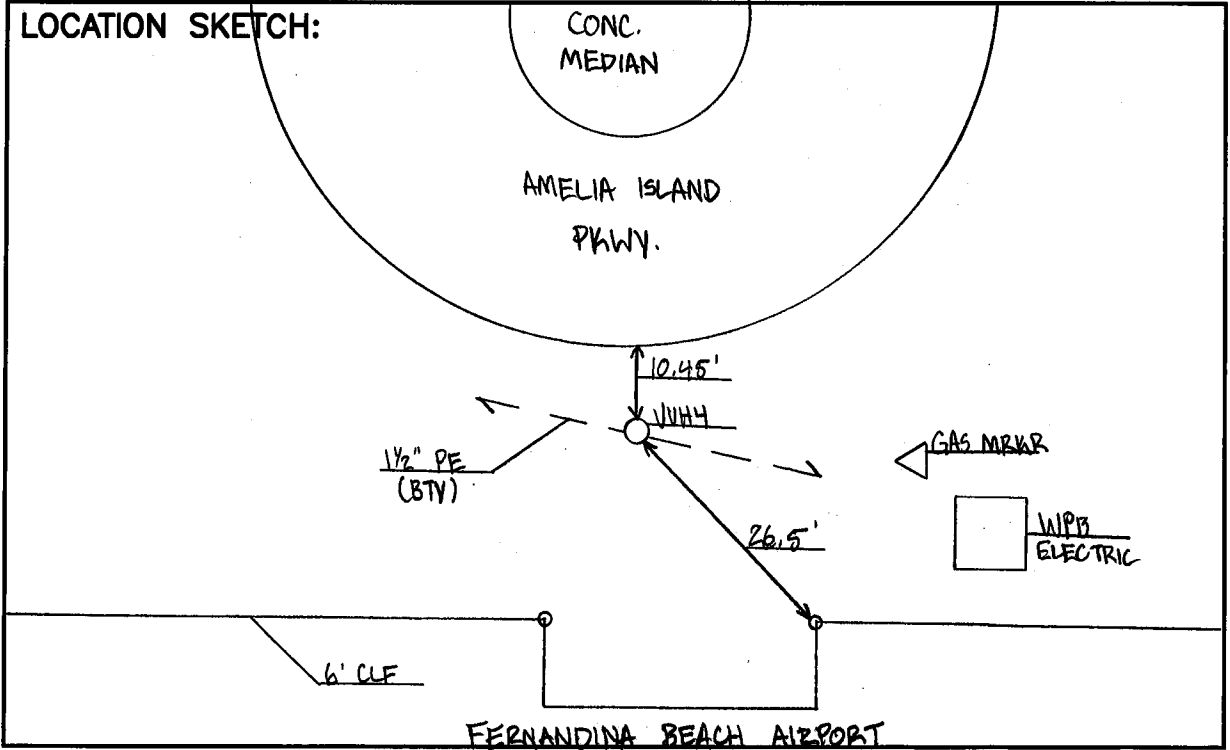
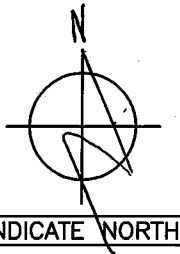
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
(CATV) - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	10.55'	10

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[REDACTED]	53.3'	L	[REDACTED]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT:	POLE #:
COMCAST	THA 9
	EH #:

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	(30) EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
(25) SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	(OTHER) FNC CNR
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: (ENGLISH) or METRIC



Offices:
8001 Belfort Pkwy - Suite
Jacksonville, Florida 32256
Phone: 904.641.0123
Fax: 904.641.8858

Boca Raton, FL
Charlotte, NC
Chipley, FL
Cary, NC
Lakeland, FL
Gainesville, FL
Orlando, FL
Panama City Beach, FL
Pensacola, FL
Tallahassee, FL
Tampa, FL

AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 4



VVH 4



VVH 4



VACUUM EXCAVATION RECORD

CAMERA #: 2

CREW: STOBBS, DUNHAM, MOTTOR, FRASIER

PROJECT: AMELIA ISLAND PKWY.

DATE: 11/3/2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205196

F.P.N. #:

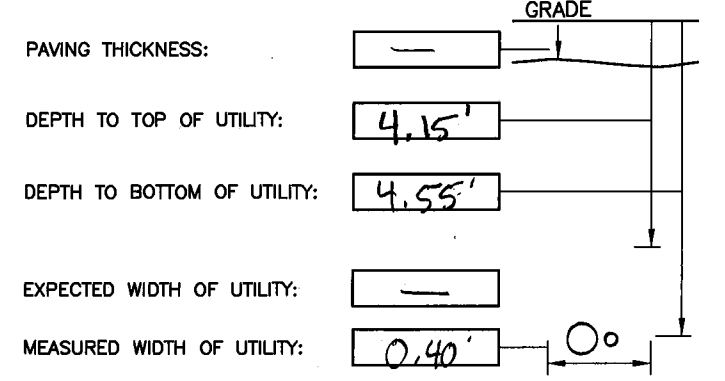
HOLE#: VVH5

UTILITY FOUND: 4" PVC + 2" PVC (BE)

GROUND: ASPHALT CONCRETE (DIRT) OTHER

SOIL CONDITION: HARD (SOFT) WET (DRY) SAND (DIRT) CLAY (ROCKY)

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
(E) - ELECTRICAL	1- STEEL
G - GAS	(2) PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	(30) EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
(25) SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	(OTHER) REFLECTOR
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	(ENGLISH) or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[]	8.01'	[]

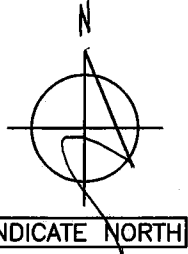
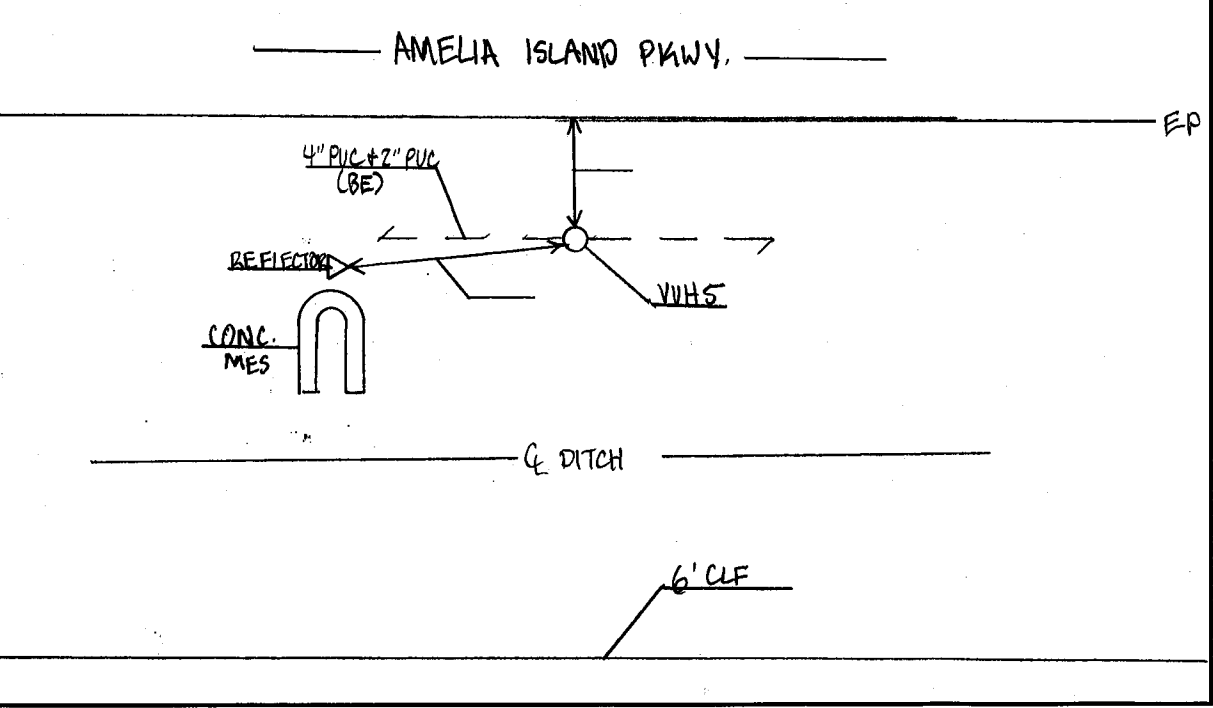
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[]	24.2'	L	[]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPUC

POLE #: THA 8

EH #:

LOCATION SKETCH:



Offices:
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Jacksonville, Florida 32256
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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 5



VVH 5



VVH 5



VACUUM EXCAVATION RECORD

CAMERA #: 2

CREW: STUBBS, DUNHAM, MOTTOR, FRASLER

PROJECT: AMELIA ISLAND PKWY

DATE: 11/3/2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205196

F.P.N. #:

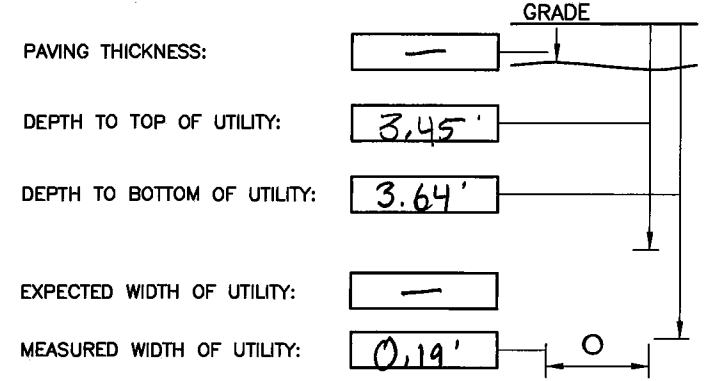
HOLE#: V11H6

UTILITY FOUND: 2" PE (COMM)

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
<u>OTHER COMMUNICATIONS</u>	11- DUCT
	OTHER _____

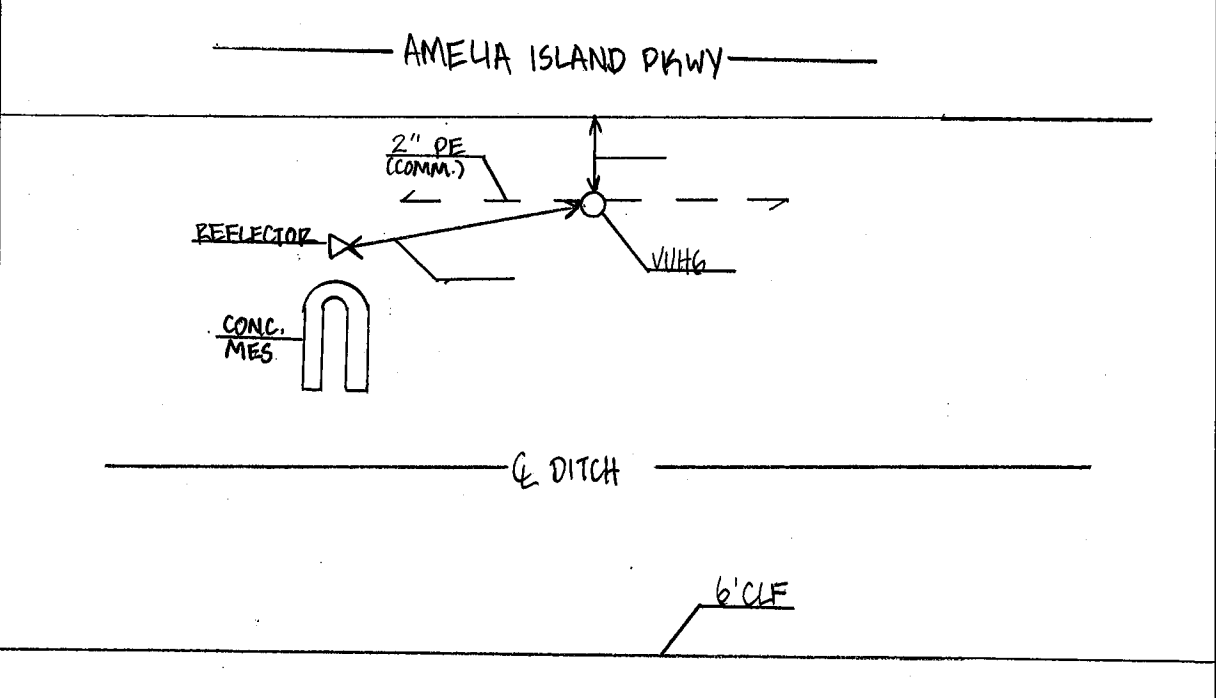
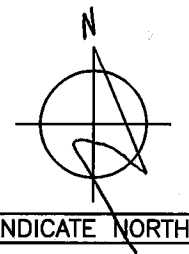
IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	30- EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
25- SIRC 5/8"***	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER REFLECTOR</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
4.89'	8.89'	8.70'

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
101	23.8'	LT	RT

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: _____ POLE #: THA 8
EH #:

LOCATION SKETCH:



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Jacksonville, Florida 32256
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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 6



VVH 6



VVH 6



VACUUM EXCAVATION RECORD

CAMERA #: 5

CREW: I. DUNHAM, J. MOTTOR, A. FRASIER

PROJECT: AMELIA ISLAND PKWY

DATE: 11.4.2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205120

F.P.N.#:

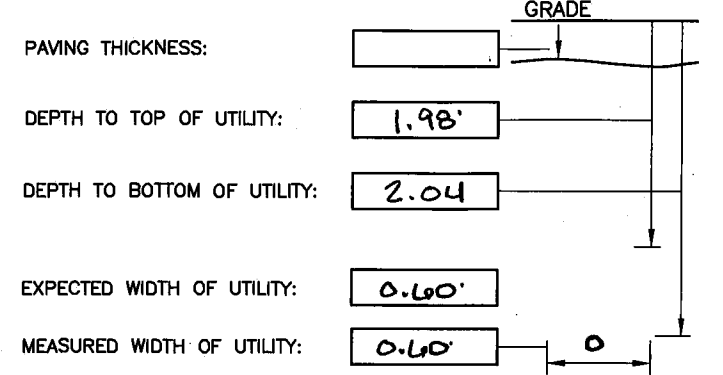
HOLE#: VVU# 7

UTILITY FOUND: 3/4" DBC BC

GROUND: ASPHALT CONCRETE ~~DIRT~~ OTHER

SOIL CONDITION: HARD SOFT ~~WET~~ DRY ~~SAND~~ ~~DIRT~~ CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	BC DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

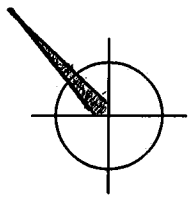
IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	EO - EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
25 - SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER: BC-WPB
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: ENGLISH or METRIC

ELEV. AT GRADE: []	ELEV. AT TOP: 9.48'	ELEV. AT BOTTOM: 8.88'
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APPROX. STATION: []	OFFSET DISTANCE: 46.6'	OFFSET DIRECTION: LT	UTILITY DIRECTION: []
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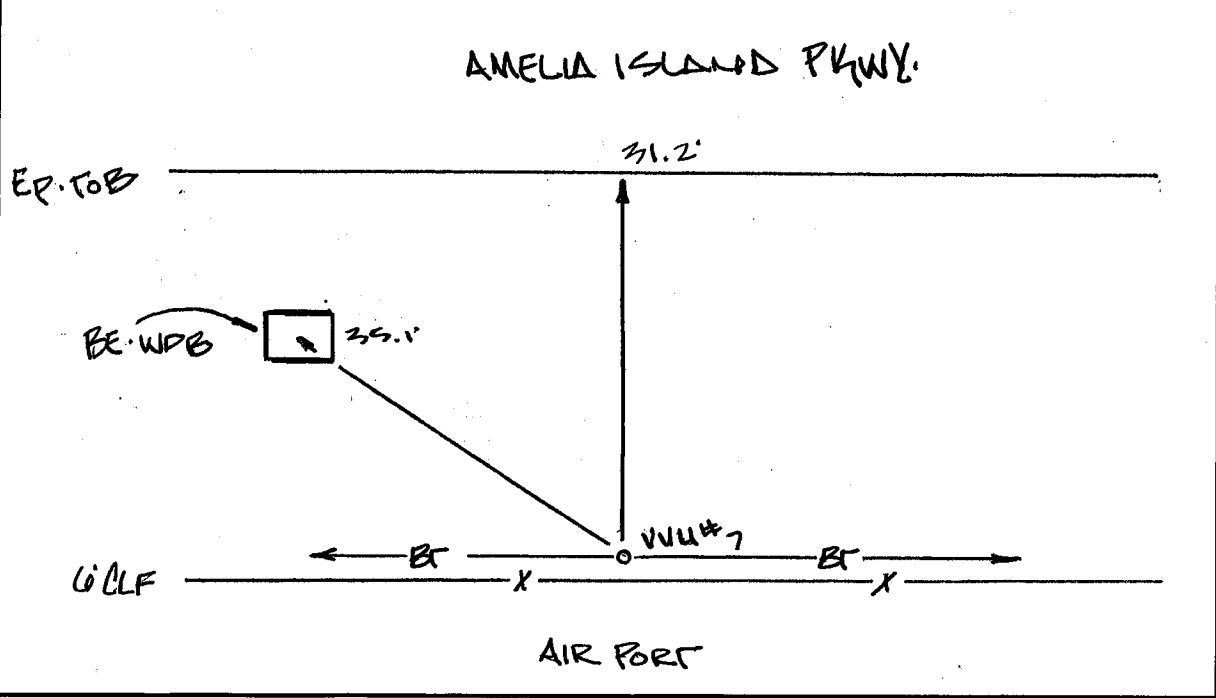
NO. []	DEPTH []	DATE []
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UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: []	PHONE #: 714- []
	EH #: []



INDICATE NORTH

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 7



VVH 7



VVH 7



VACUUM EXCAVATION RECORD

CAMERA #: 5

CREW: I. DUNHAM, J. MOTTOR, A. FRASIER

PROJECT: AMELIA ISLAND PKWY

DATE: 11.4.2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205120

F.P.N. #:

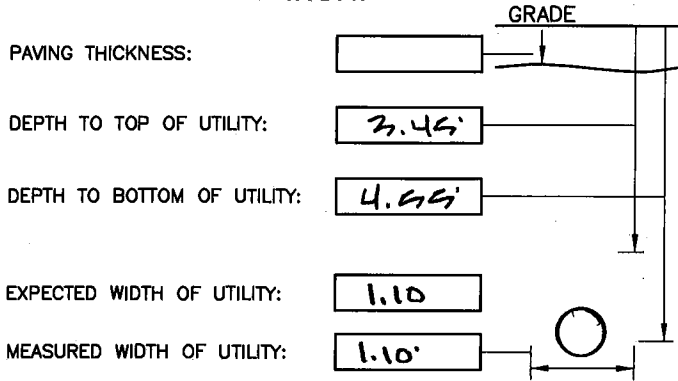
HOLE#: VVH#8

UTILITY FOUND: 12" PVC WM

GROUND: ASPHALT CONCRETE ~~DIP~~ OTHER

SOIL CONDITION: HARD SOFT ~~WET~~ DRY ~~SAND~~ ~~DIRT~~ CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

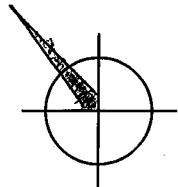
IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	30-EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
25-SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER: <u>BE-WPB</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[]	7.92'	6.8'

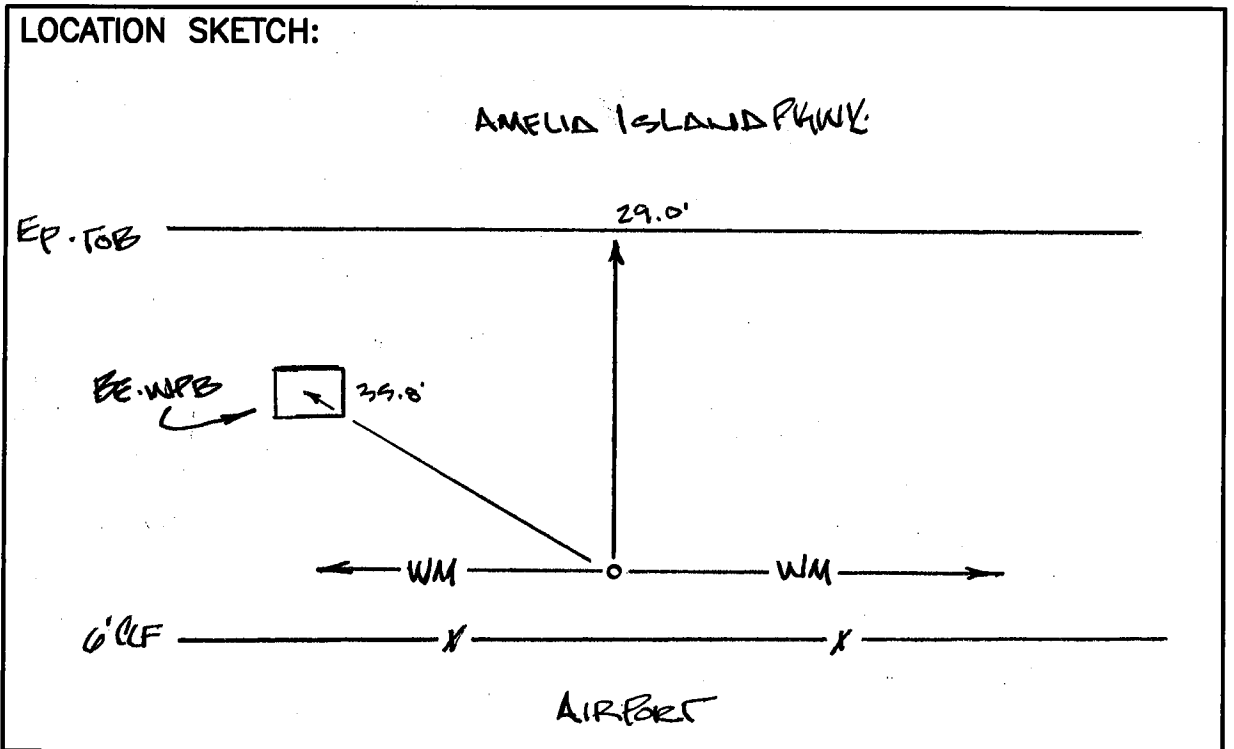
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[]	44.4'	L	[]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: [] #TH- [] EH #: []

LOCATION SKETCH:



INDICATE NORTH



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 8



VVH 8



VVH 8



VACUUM EXCAVATION RECORD

CAMERA #: 5

CREW: J. DUNHAM, J. MOTTOR, A. FROESIER

PROJECT: AMELIA ISLAND PKWY.

DATE: 11.4.2022

DRMP#: 19-0007.004

CITY/COUNTY: NAPFLAU

ONE-CALL #: 706205120

F.P.N.#:

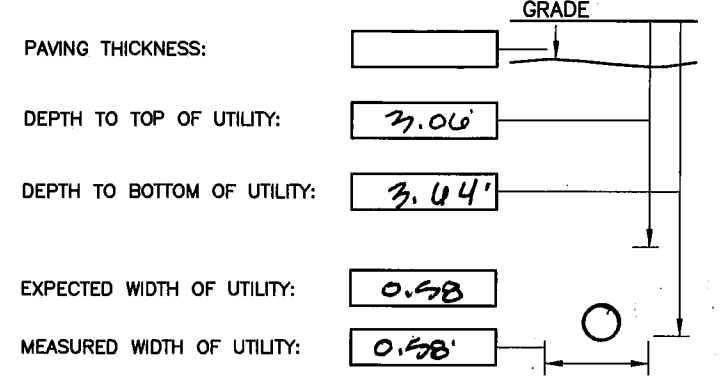
HOLE#: VUH#9

UTILITY FOUND: 6" STEEL (COATED)

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	<input checked="" type="radio"/> STEEL
<input checked="" type="radio"/> - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	<input checked="" type="radio"/> EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<input checked="" type="radio"/> SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>BE-WPB</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<input checked="" type="radio"/> ENGLISH or METRIC

ELEV. AT GRADE: []	ELEV. AT TOP: 7.90'	ELEV. AT BOTTOM: 7.32'
---------------------	---------------------	------------------------

APPROX. STATION: []	OFFSET DISTANCE: 37.1'	OFFSET DIRECTION: LI	UTILITY DIRECTION: []
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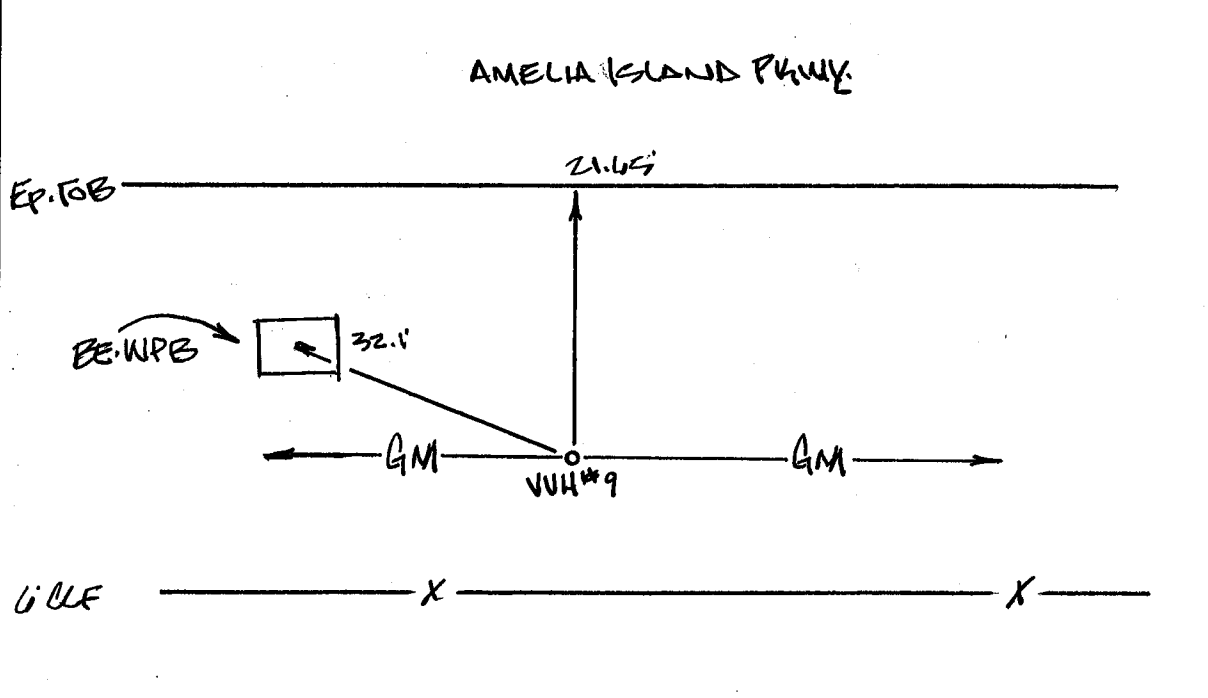
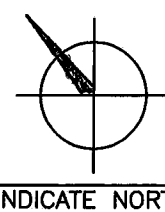
NO. []	[]	[]	[]
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UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: []

PHONE #: FH- []

EH #: []

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 9



VVH 9



VVH 9



VACUUM EXCAVATION RECORD

CAMERA #: 5

CREW: I. DUNHAM, J. MOTTOR, A. FRASIER

PROJECT: AMELIA ISLAND PKWY.

DATE: 11-4-2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205120

F.P.N.#:

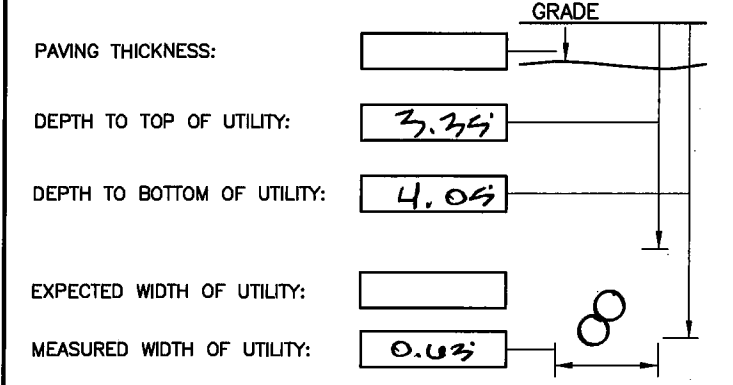
HOLE#: VUH# 10

UTILITY FOUND: +/- 4" PVC BE

GROUND: ASPHALT CONCRETE ~~DIRT~~ OTHER

SOIL CONDITION: HARD SOFT ~~WET~~ DRY ~~SAND~~ ~~DIRT~~ CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
ⓔ - ELECTRICAL	1- STEEL
G - GAS	② PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	ⓐ - EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
②⑤ SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER: BE-WPB
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: ENGLISH or METRIC

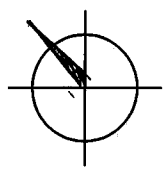
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[]	8.25'	7.55'
[]	30.0'	[]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: []

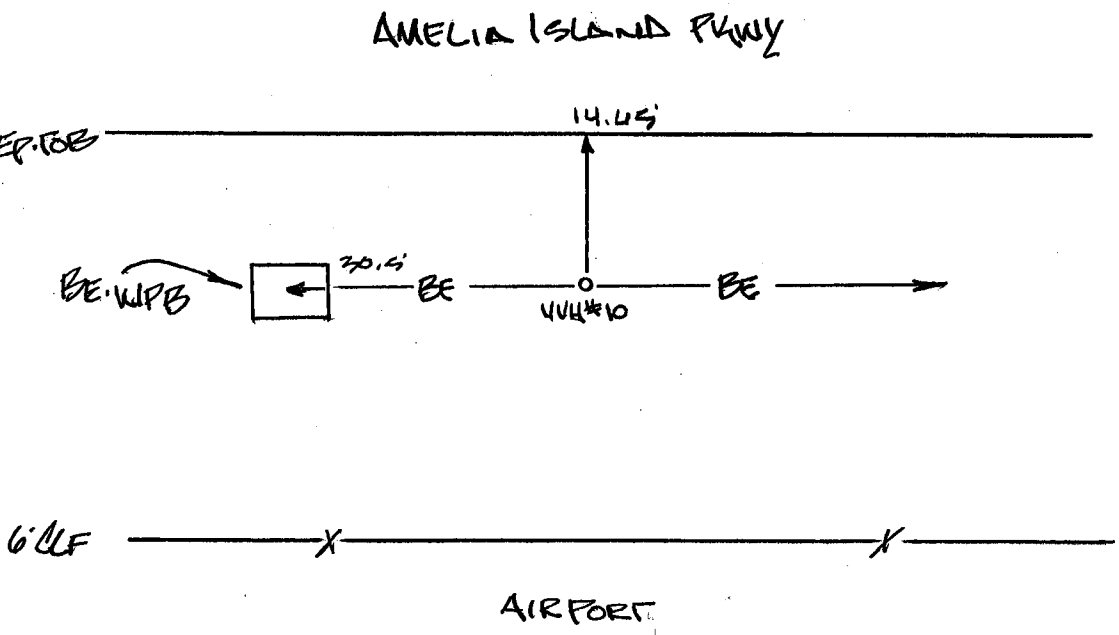
PHONE #: 774

EH #:

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 10



VVH 10



VVH 10



VACUUM EXCAVATION RECORD

CAMERA #: 5

CREW: I. DUNHAM, J. MOTTOR, A. FRASIER

PROJECT: AMELIA ISLAND PKWY

DATE: 11.4.2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 706205120

F.P.N. #:

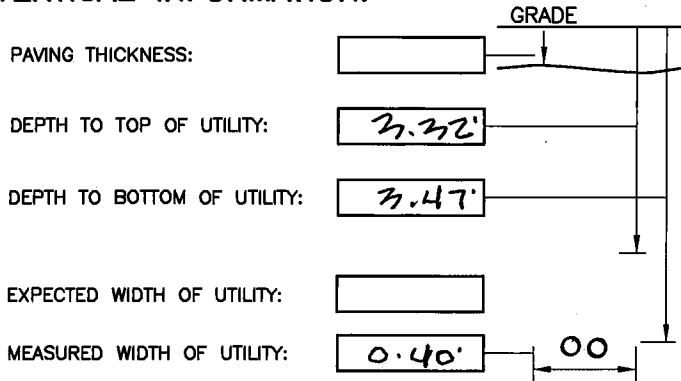
HOLE #: VU4# 11

UTILITY FOUND: 1 1/2" PE Foc

GROUND: ASPHALT CONCRETE ~~CIRT~~ OTHER

SOIL CONDITION: HARD SOFT ~~WET~~ DRY ~~SAND~~ ~~CIRT~~ CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

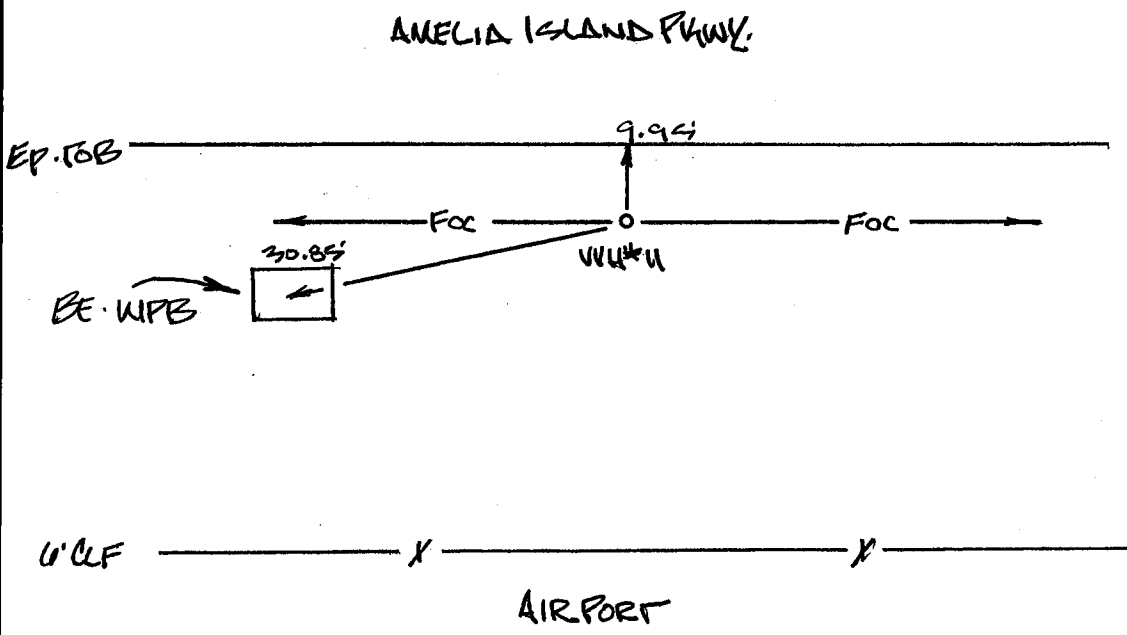
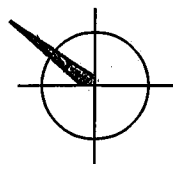
IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	60- EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
25- SIRC 5/8"***	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>BE-WPB</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	ENGLISH or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[]	8.94'	8.79'

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[]	25.5'	LT	[]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT:	PHONE #:
	754-
	EH #:

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 11



VVH 11



VVH 11



VACUUM EXCAVATION RECORD

CAMERA #: 5

CREW: I. DUNHAM, J. MOTTOR, A. FRASIER

PROJECT: AMELIA ISLAND PKWY

DATE: 11-4-2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 300205120

F.P.N. #:

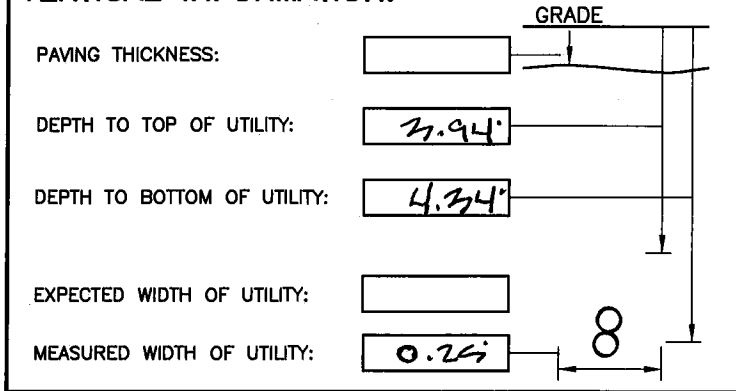
HOLE #: VUL#12

UTILITY FOUND: 2" DBC(X2) BT

GROUND: ASPHALT CONCRETE ~~DIRT~~ OTHER

SOIL CONDITION: HARD SOFT ~~WET~~ DRY ~~SAND~~ ~~DIRT~~ CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
<u>BT</u> - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	<u>30</u> - EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<u>25</u> SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>BE-WPB</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	9.36'	8.96'

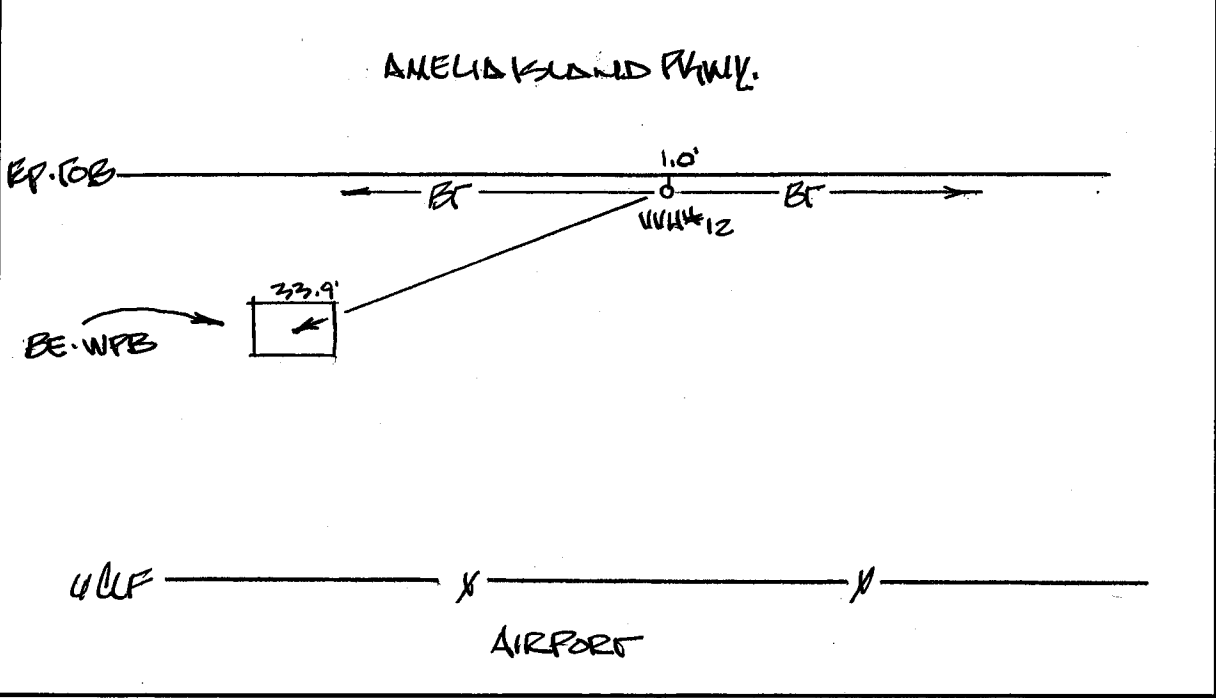
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[REDACTED]	16.5'	LT	[REDACTED]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: [REDACTED]

PHONE #: 74-7

EH #:

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 12



VVH 12



VVH 12



VACUUM EXCAVATION RECORD

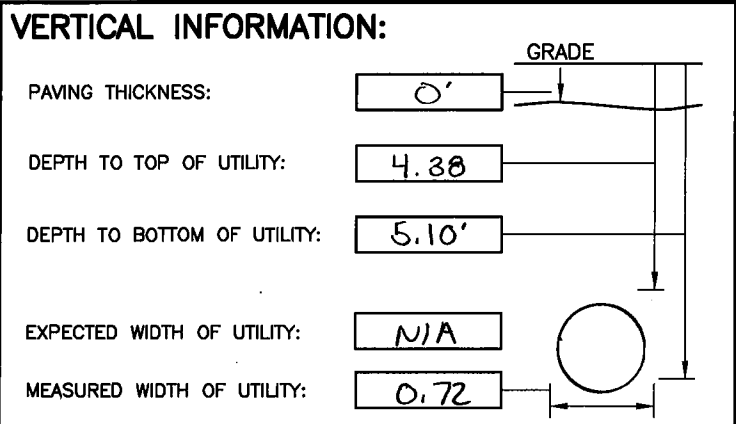
CAMERA #: 1 CREW: HIRES, KNIGHT, GUZMAN

PROJECT: AMELIA ISLAND PKWY DATE: 11/7/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306 204948 F.P.N.#:

HOLE#: VVH 13 UTILITY FOUND: 8" PVC W/M

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
<u>W</u> - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

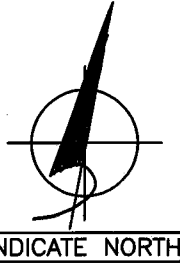
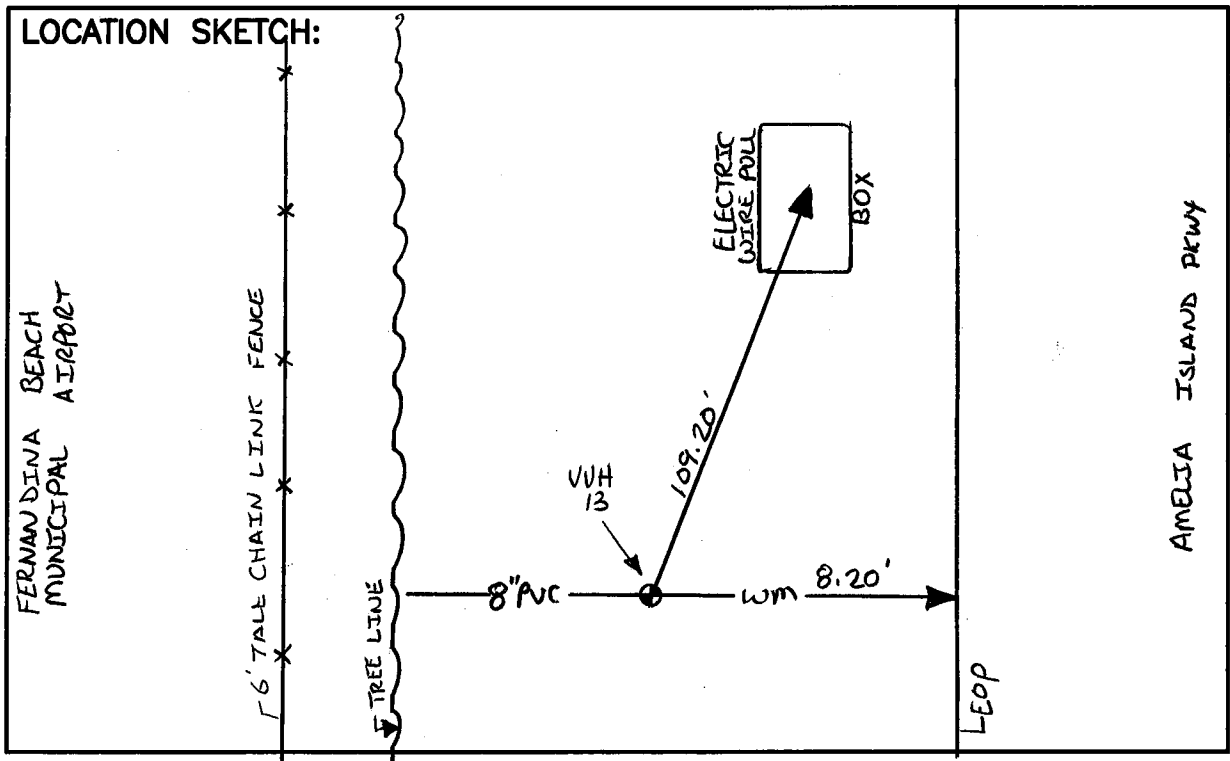
IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	30- EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
25- SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER: <u>PULL BOX</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
██████████	10.16'	9.44'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
██████████	24.1'	L

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: COFB OR NAV

POLE #: N/A

EH #: THA4



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 13



VVH 13



VVH 13



VACUUM EXCAVATION RECORD

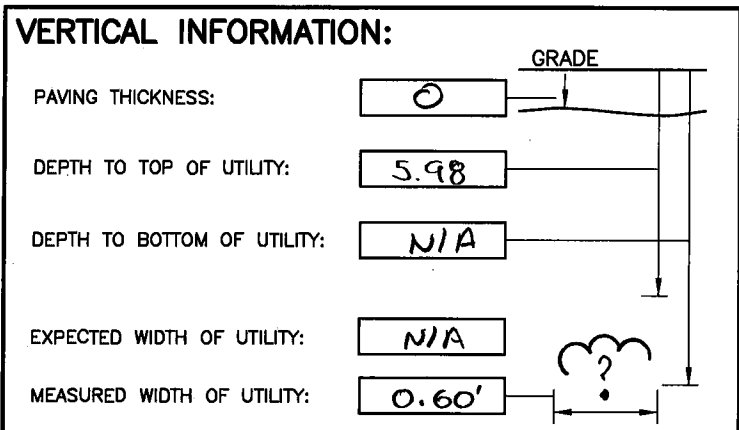
CAMERA #: 1 CREW: HIRES, KNIGHT, GUZMAN

PROJECT: AMELIA ISLAND PKWY DATE: 11/7/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204860 F.P.N. #:

HOLE#: JWH14 UTILITY FOUND: UNK SIZE - UNK MAT - UNK *POSSIBLY FOC*

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
<u>OTHER</u> UNK	11- DUCT
	<u>OTHER</u> UNK

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
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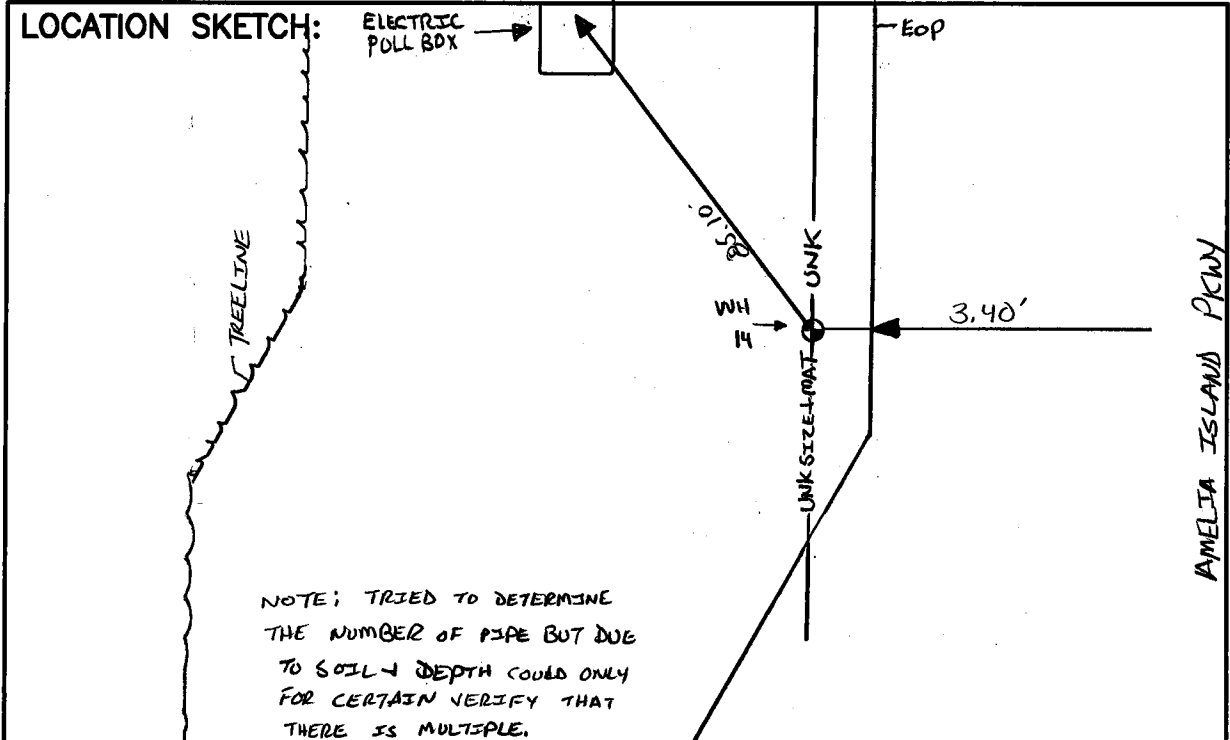
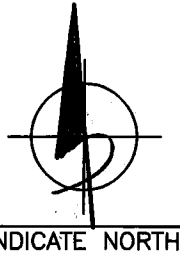
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
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IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> SIRC 5/8" **	35- SURVEY HUB
OTHER	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER</u> POLL BOX
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: UNK

POLE #: N/A

EH #: THA 3



NOTE: TRIED TO DETERMINE THE NUMBER OF PIPE BUT DUE TO SOIL DEPTH COULD ONLY FOR CERTAIN VERIFY THAT THERE IS MULTIPLE.

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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 14



VVH 14



VVH 14



VACUUM EXCAVATION RECORD

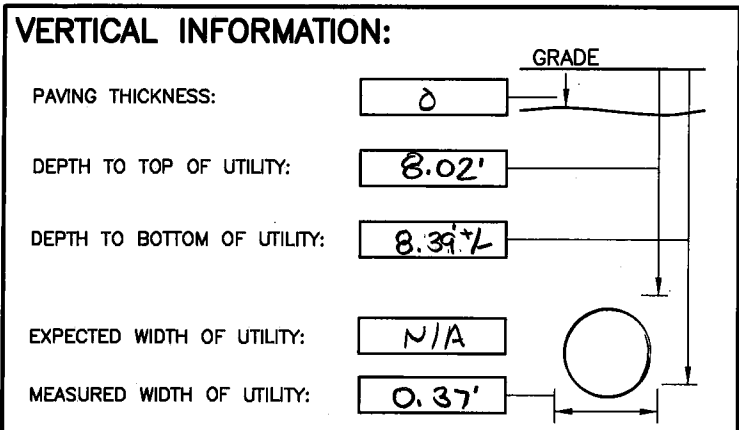
CAMERA #: 1 CREW: HIRSH, KNIGHT, GUZMAN

PROJECT: AMELIA ISLAND PKWY DATE: 11/7/20 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306 204 860 F.P.N. #:

HOLE#: JVH 15 UTILITY FOUND: 4" UNK MAT - UNK *POSSIBLY PVC*

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
<u>OTHER</u> UNK	11- DUCT
	<u>OTHER</u> UNK

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	6.32'	5.95'

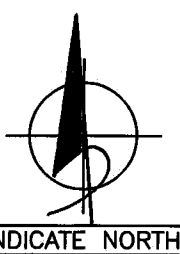
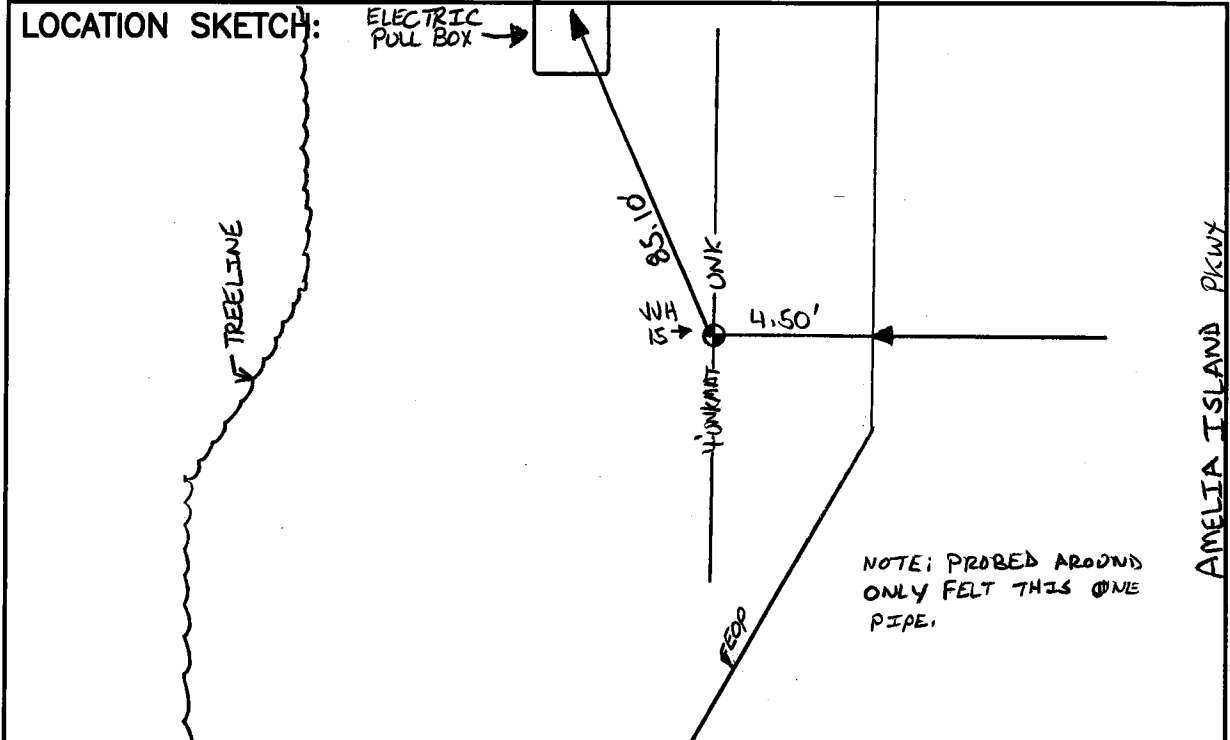
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[REDACTED]	30.8'	LT	S

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> SIRC 5/8" **	35- SURVEY HUB
OTHER:	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER</u> PULL BOX
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: UNK

POLE #: N/A

EH #: THA 3



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 15



VVH 15



VVH 15



VACUUM EXCAVATION RECORD

CAMERA #: 1

CREW: HIRES, KNIGHT, GOZMAN

PROJECT: AMELIA ISLAND PKWY

DATE: 11/7/22

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306204860

F.P.N.#:

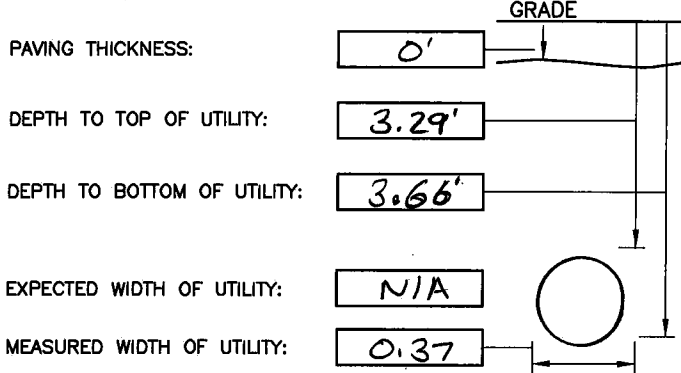
HOLE#: VJH 16

UTILITY FOUND: 4" PVC BE

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
<u>E</u> - ELECTRICAL	1- STEEL
G - GAS	<u>2</u> PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

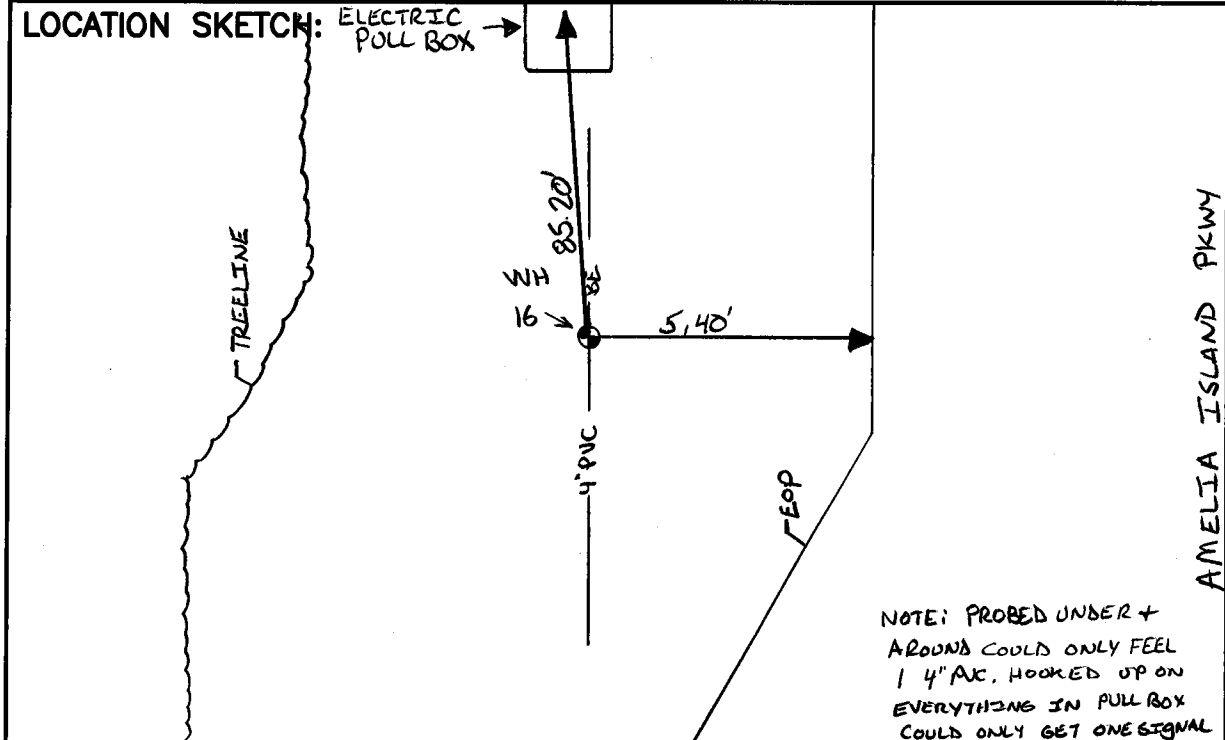
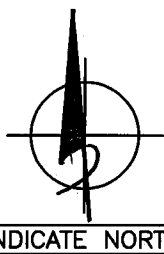
IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER PULL BOX</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
9.00	11.00'	10.00'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
102	31.70'	LT

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPU

POLE #: N/A

EH #: TNA 3



NOTE: PROBES UNDER + AROUND COULD ONLY FEEL 1 4" PVC, HOOKED UP ON EVERYTHING IN PULL BOX COULD ONLY GET ONE SIGNAL

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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 16



VVH 16



VVH 16



VACUUM EXCAVATION RECORD

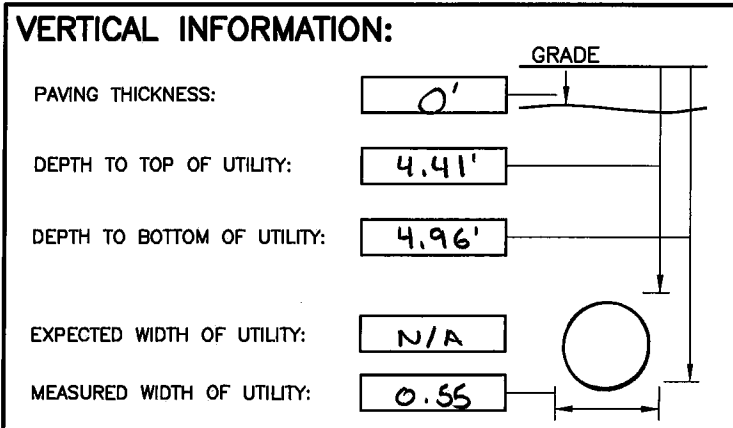
CAMERA #: 1 CREW: HIRES, KNIGHT, GUZMAN

PROJECT: AMELIA ISLAND PKWY DATE: 11/7/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306 204 860 F.P.N.#:

HOLE#: VVH 17 UTILITY FOUND: 6" STL GM

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	① STEEL
⑥ - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC(ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC(DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

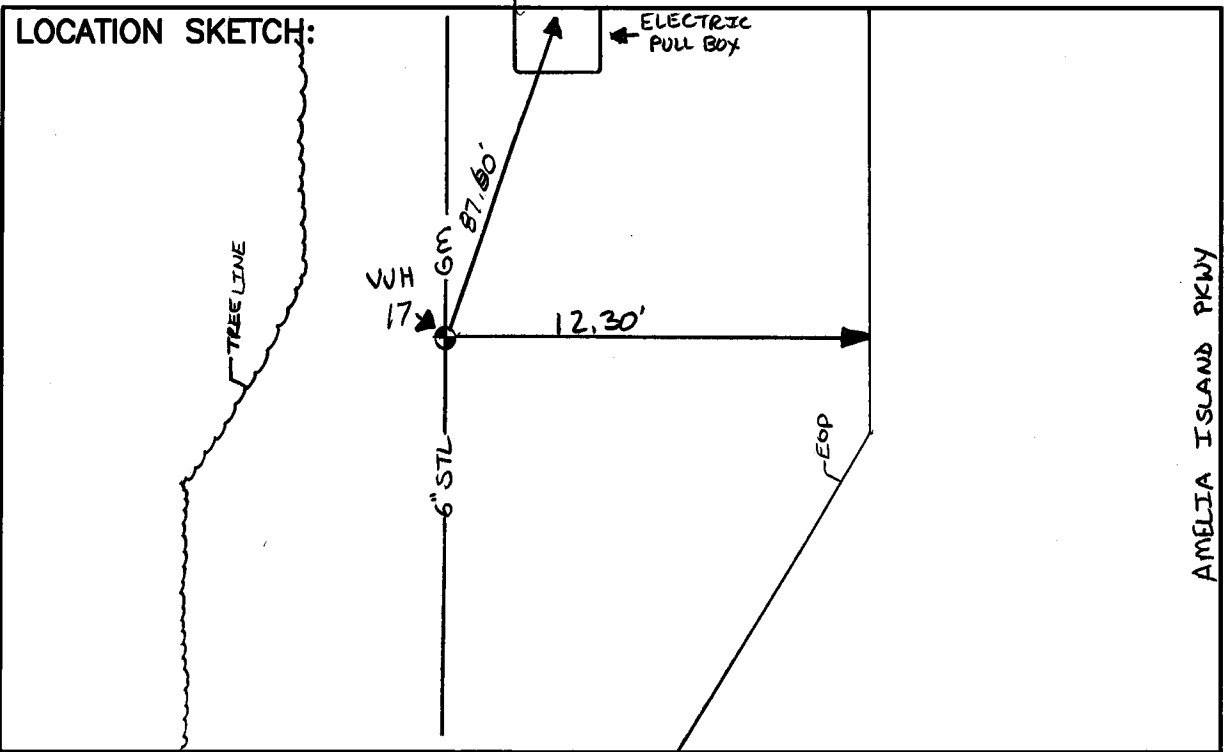
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
	9.51'	8.96'

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
	38.6'	LI	

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: **TECO**

POLE #: N/A
EH #: THA 3

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	③① EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
②⑤ SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER PULL BOX</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 17



VVH 17



VVH 17



VACUUM EXCAVATION RECORD

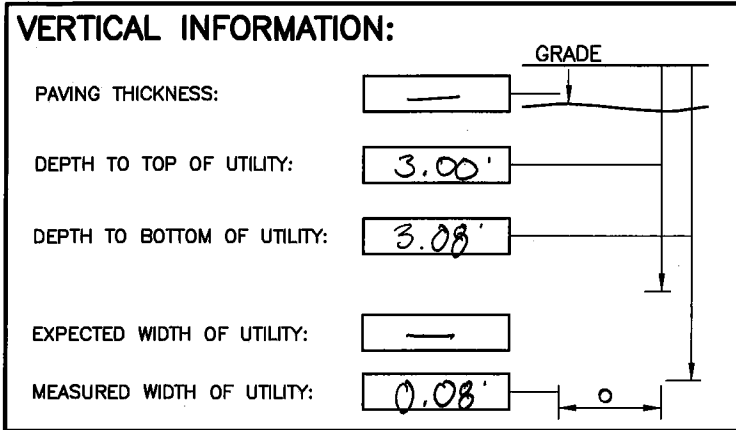
CAMERA #: 2 CREW: STUBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY. DATE: 1/8/2022 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204860 F.P.N. #:

HOLE#: VVH18 UTILITY FOUND: 3/4" DBC (COMM)

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



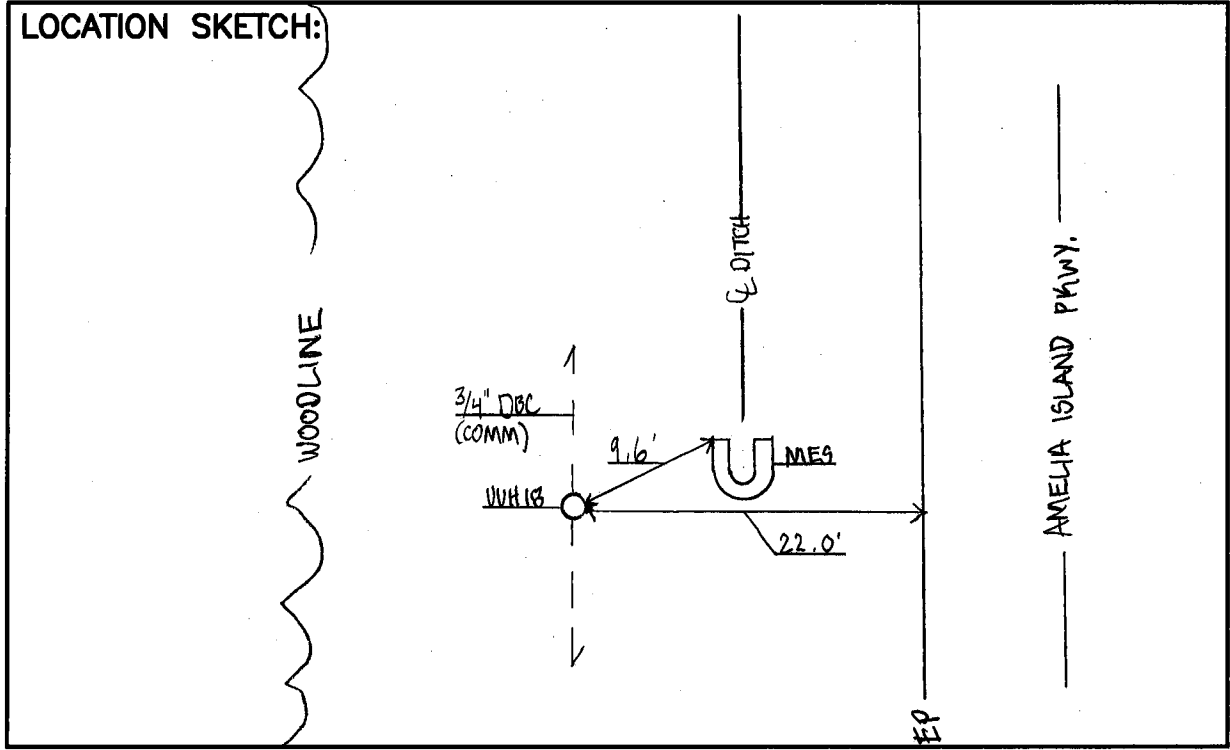
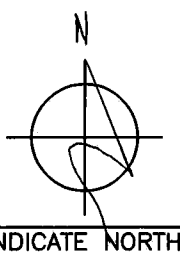
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC(ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> -DBC(DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
<u>OTHER COMMUNICATION</u>	11-DUCT
	OTHER _____

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[]	12.03'	[]

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[]	48.7'	L1	[]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: POLE #: THA3
EH #:

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	<u>30</u> -EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<u>25</u> -SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER MES W. CORN.</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 18



VVH 18



VVH 18



VACUUM EXCAVATION RECORD

CAMERA #: 2

CREW: STUBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY.

DATE: 11/8/2022

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306704860

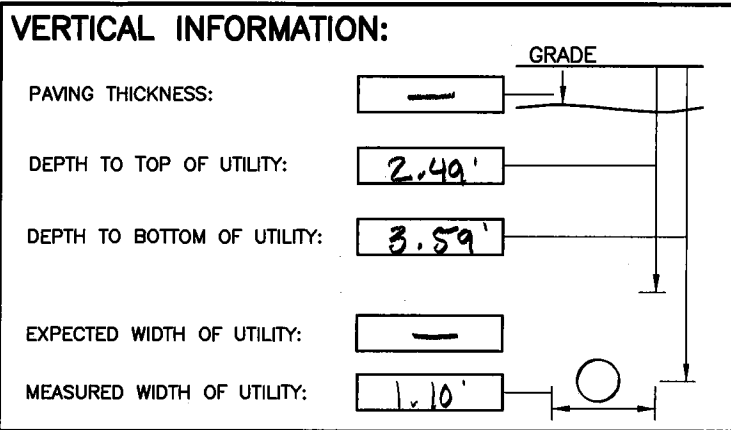
F.P.N. #:

HOLE#: VUH19

UTILITY FOUND: 12" PVC (WL)

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



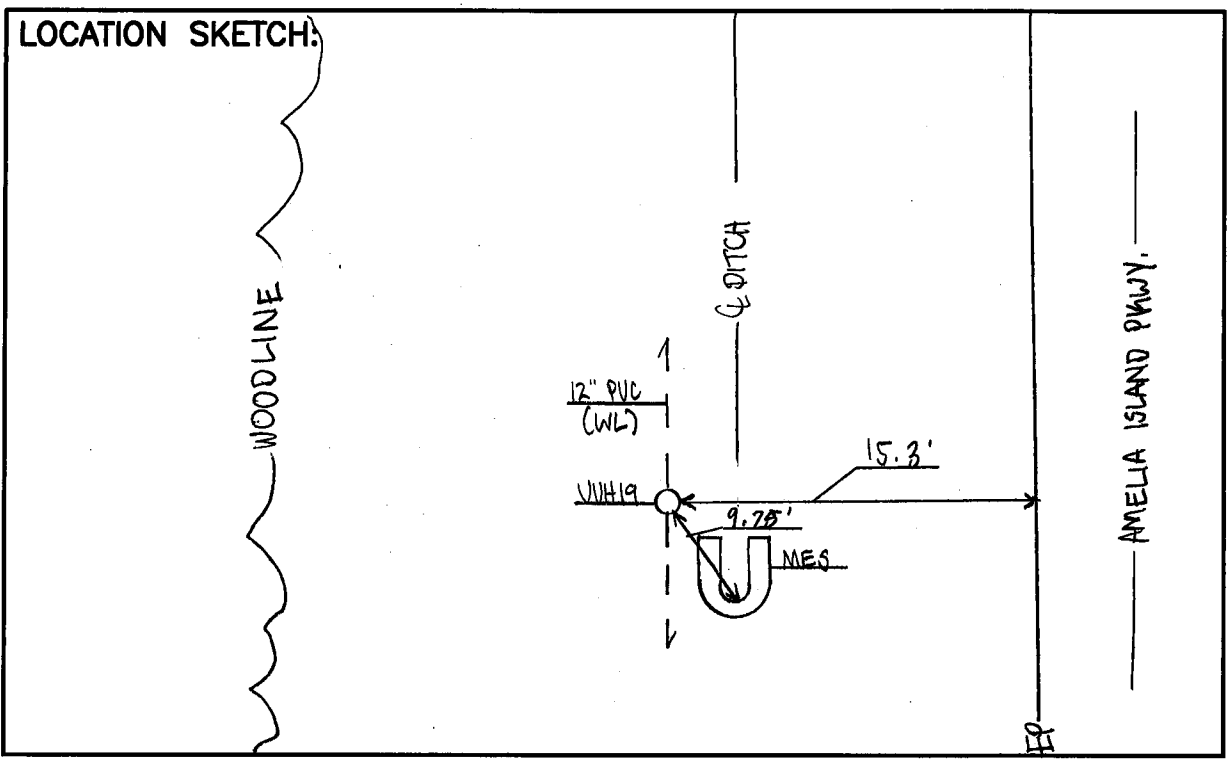
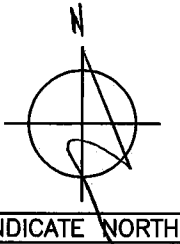
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	<u>2</u> PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
<u>W</u> - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER LINES</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
<u> </u>	<u>11.61'</u>	<u> </u>

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
<u> </u>	<u>41.6'</u>	<u>LI</u>	<u> </u>

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT:	POLE #:
<u>EPUC</u>	<u>THA 3</u>
	EH #:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 19



VVH 19



VVH 19



VACUUM EXCAVATION RECORD

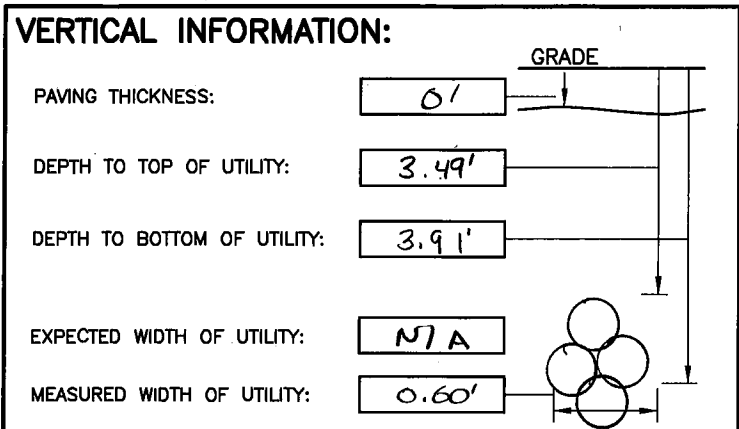
CAMERA #: 1 CREW: HIRRES, KNIGHT, GUZMAN, SAXON

PROJECT: AMELIA ISLAND PKWY DATE: 11/4/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306205027 F.P.N.#:

HOLE#: VVH 20 UTILITY FOUND: (x4) 1 1/2" PE Foc

GROUND: ASPHALT CONCRETE (DIRT) OTHER SOIL CONDITION: (HARD) (SOFT) (WET) (DRY) SAND (DIRT) (CLAY) ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
(FOC) - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	(5) PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

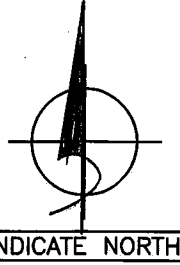
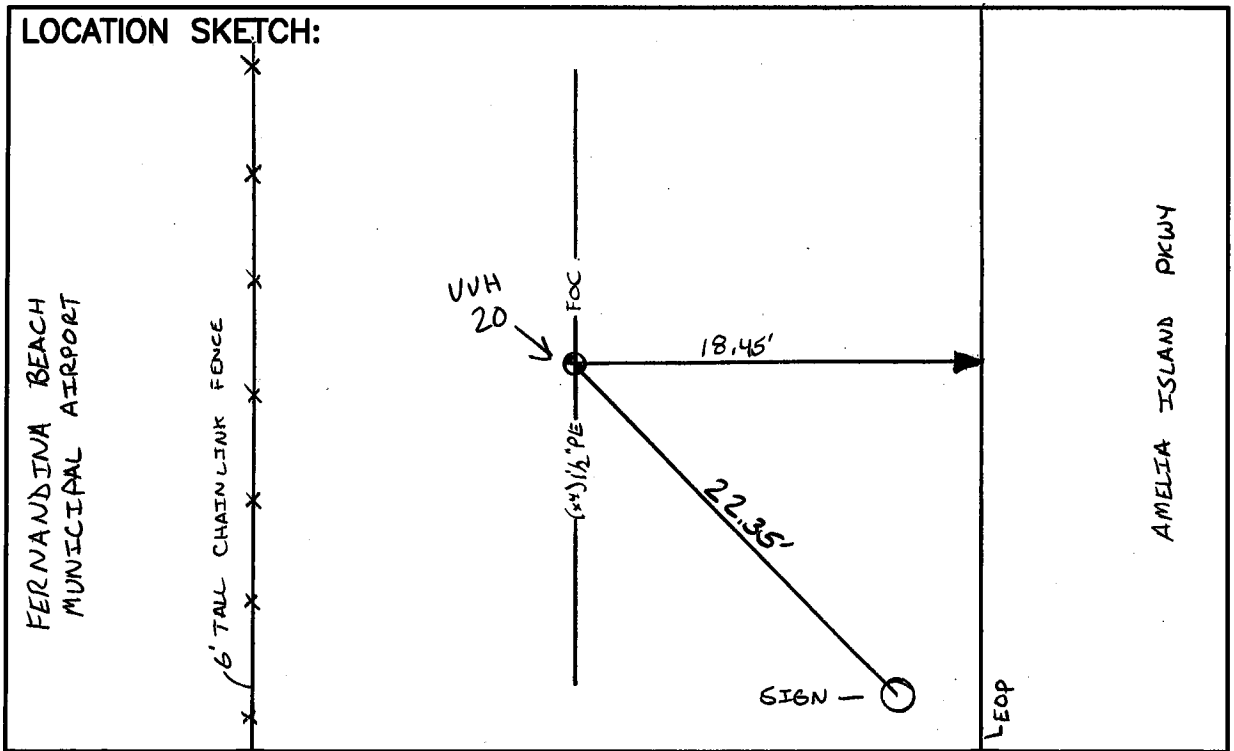
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
	9.58'	9.16'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
	34.5'	LI

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	(30) EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
(25) SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	(OTHER) SIGN
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	(ENGLISH) or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: AT+T

POLE #: N/A

EH #: THA 6



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 20



VVH 20



VACUUM EXCAVATION RECORD

CAMERA #: 1

CREW: HIRES, KNIGHT, GUZMAN, SAXON

PROJECT: AMELIA ISLAND PKWY

DATE: 1/4/22

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205027

F.P.N. #:

HOLE#: WH 21

UTILITY FOUND: 1 1/2" DBC BT

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY

VERTICAL INFORMATION:

PAVING THICKNESS:

0'

DEPTH TO TOP OF UTILITY:

0.48'

DEPTH TO BOTTOM OF UTILITY:

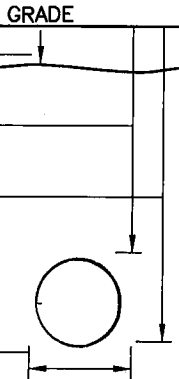
0.60'

EXPECTED WIDTH OF UTILITY:

N/A

MEASURED WIDTH OF UTILITY:

0.12'



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
<u>BT</u> - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC(ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> -DBC(DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	<u>60</u> -EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<u>25</u> -SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>SIGN</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

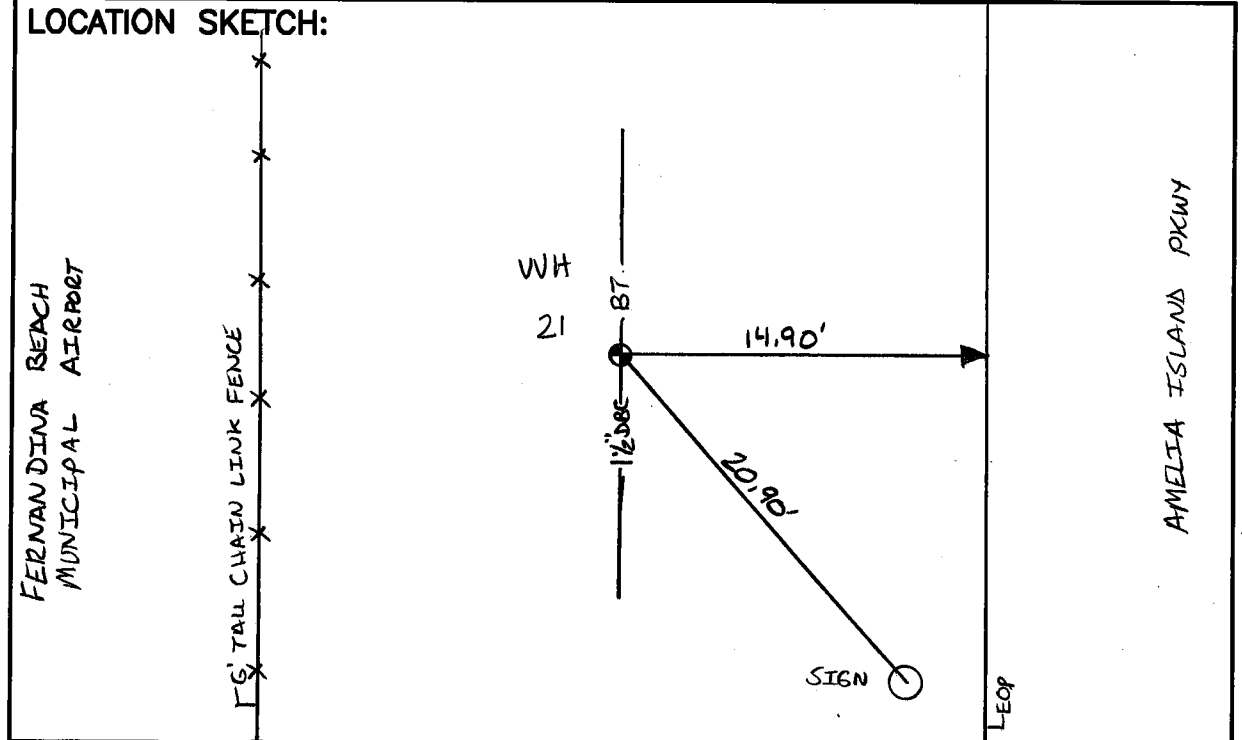
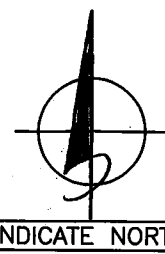
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	12.81'	12.8'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
[REDACTED]	30.9'	L

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: AT+7

POLE #: N/A

EH #: THA 6

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 21



VVH 21



VVH 21



VACUUM EXCAVATION RECORD

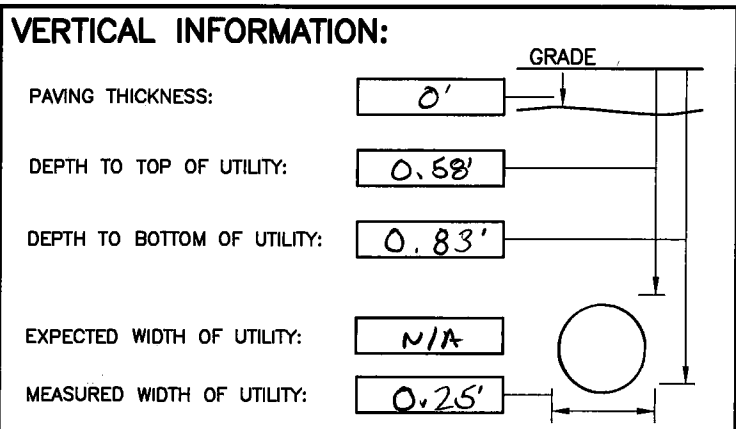
CAMERA #: 1 CREW: HIRES, KNIGHT, GUZMAN, SAXON

PROJECT: AMELIA ISLAND PKWY DATE: 11/4/22 DRMP#: 19-0001.004

CITY/COUNTY: NASSAU ONE-CALL #: 306205027 F.P.N.#:

HOLE#: VVH 22 UTILITY FOUND: 3" DBC BT

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



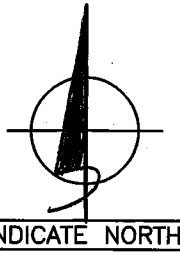
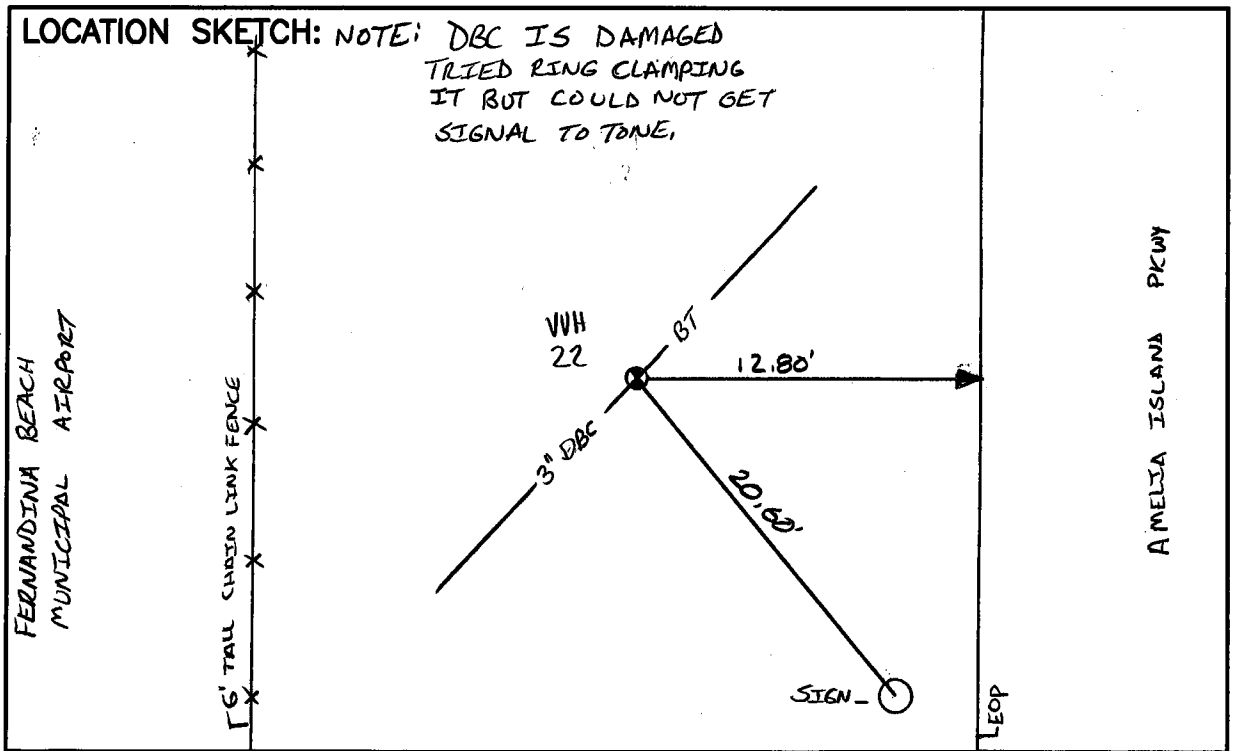
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
<u>BT</u> - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE: [REDACTED] ELEV. AT TOP: 12.72' ELEV. AT BOTTOM: 12.4'

APPROX. STATION: [REDACTED] OFFSET DISTANCE: 28.8' OFFSET DIRECTION: LT UTILITY DIRECTION: [REDACTED]

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> - EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>SIGN</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: AT&T POLE #: N/A EH #: THAG



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 22



VVH 22



VVH 22



VACUUM EXCAVATION RECORD

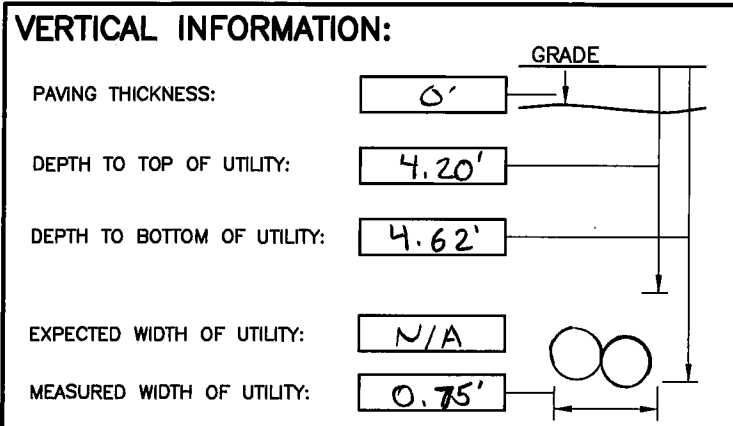
CAMERA #: 1 CREW: HIRES, KNIGHT, GUZMAN, SAXON

PROJECT: AMELIA ISLAND PKWY DATE: 11/4/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306 205027 F.P.N.#:

HOLE#: WH 23 UTILITY FOUND: (2) 4" PVC BE

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
<u>E</u> - ELECTRICAL	1- STEEL
G - GAS	<u>2</u> PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
5.15	9.25'	8.85

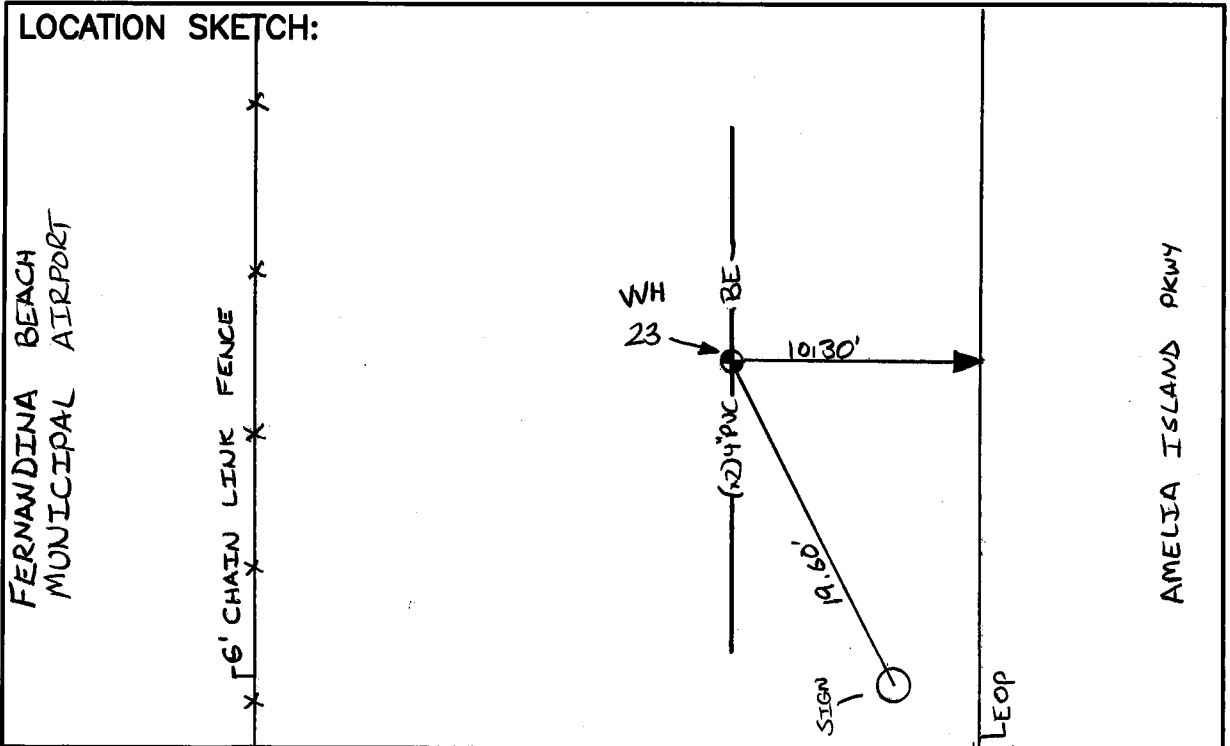
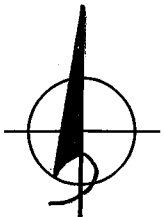
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
105	26.3'	L	S

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FP0

POLE #: N/A

EH #: THA 6

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> - EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> - SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER SIGN</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 23



VVH 23



VVH 23



VACUUM EXCAVATION RECORD

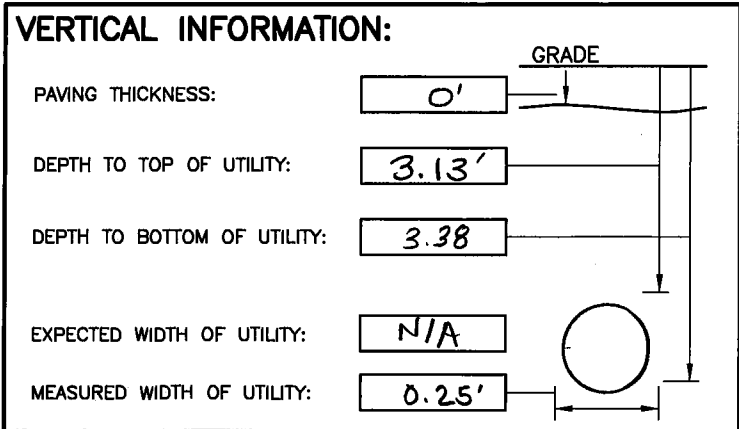
CAMERA #: 1 CREW: HIREZ, KNIGHT, GUZMAN, SAXON

PROJECT: AMELIA ISLAND PKWY DATE: 11/4/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306205027 F.P.N. #:

HOLE#: VH 24 UTILITY FOUND: 3" DBC BT

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



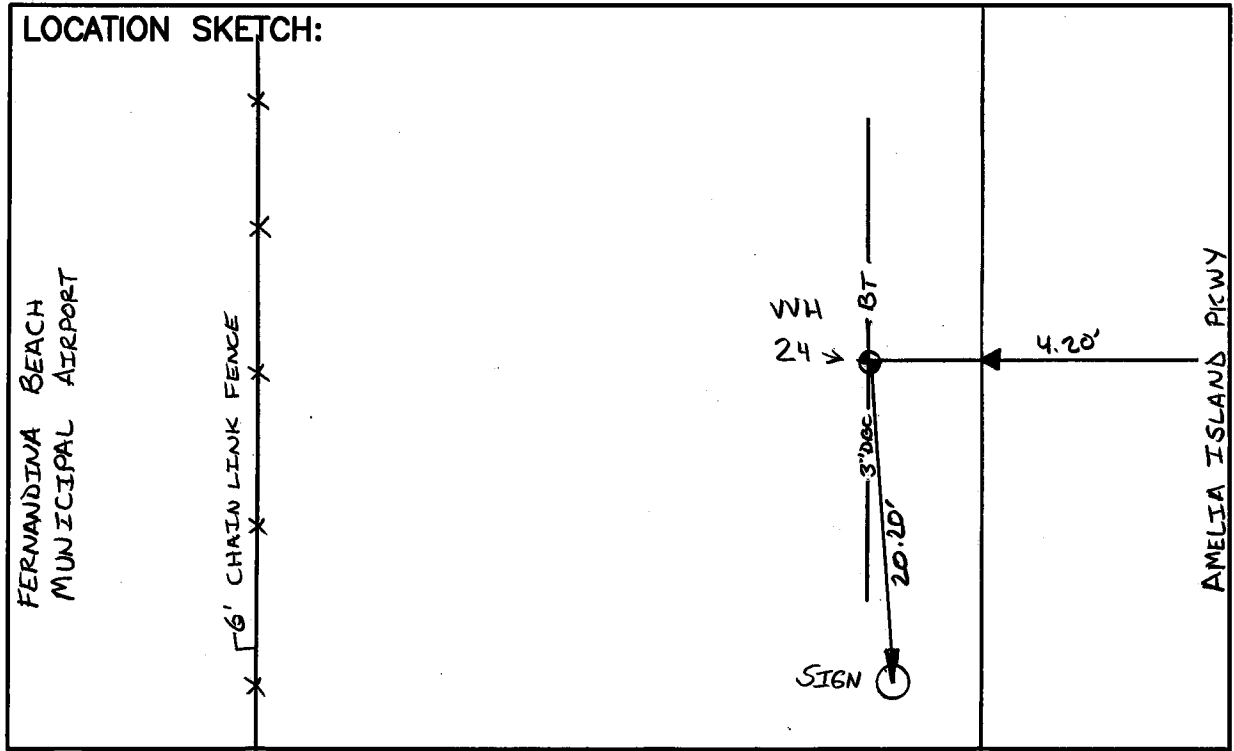
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
<u>BT</u> - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> - DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE: [REDACTED] ELEV. AT TOP: 10.83' ELEV. AT BOTTOM: 10.5'

APPROX. STATION: [REDACTED] OFFSET DISTANCE: 20.2' OFFSET DIRECTION: LT UTILITY DIRECTION: [REDACTED]

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> - EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> - SIRC 5/8"***	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER SIGN</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: AT+T POLE #: N/A EH #: THA 6



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 24



VVH 24



VVH 24



VACUUM EXCAVATION RECORD

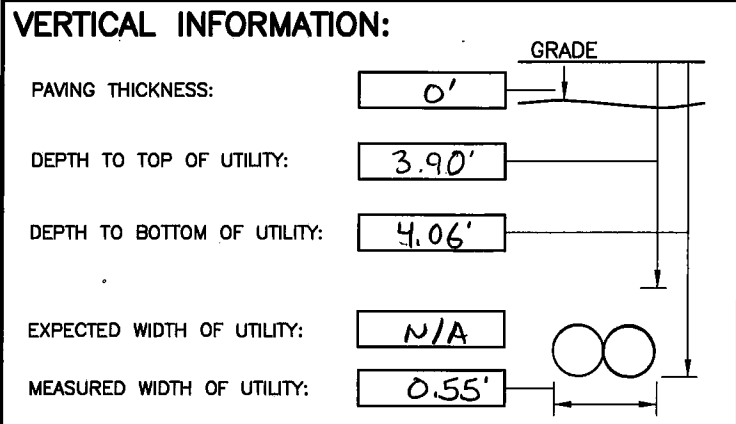
CAMERA #: 1 CREW: HIRRES, KNIGHT, GUZMAN, SAYON

PROJECT: AMELIA ISLAND PKWY DATE: 11/4/22 DRMP#: 19-0007,004

CITY/COUNTY: NASSAU ONE-CALL #: 306205027 F.P.N.#:

HOLE#: VVH 25 UTILITY FOUND: (x2) 2" DBC BT

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



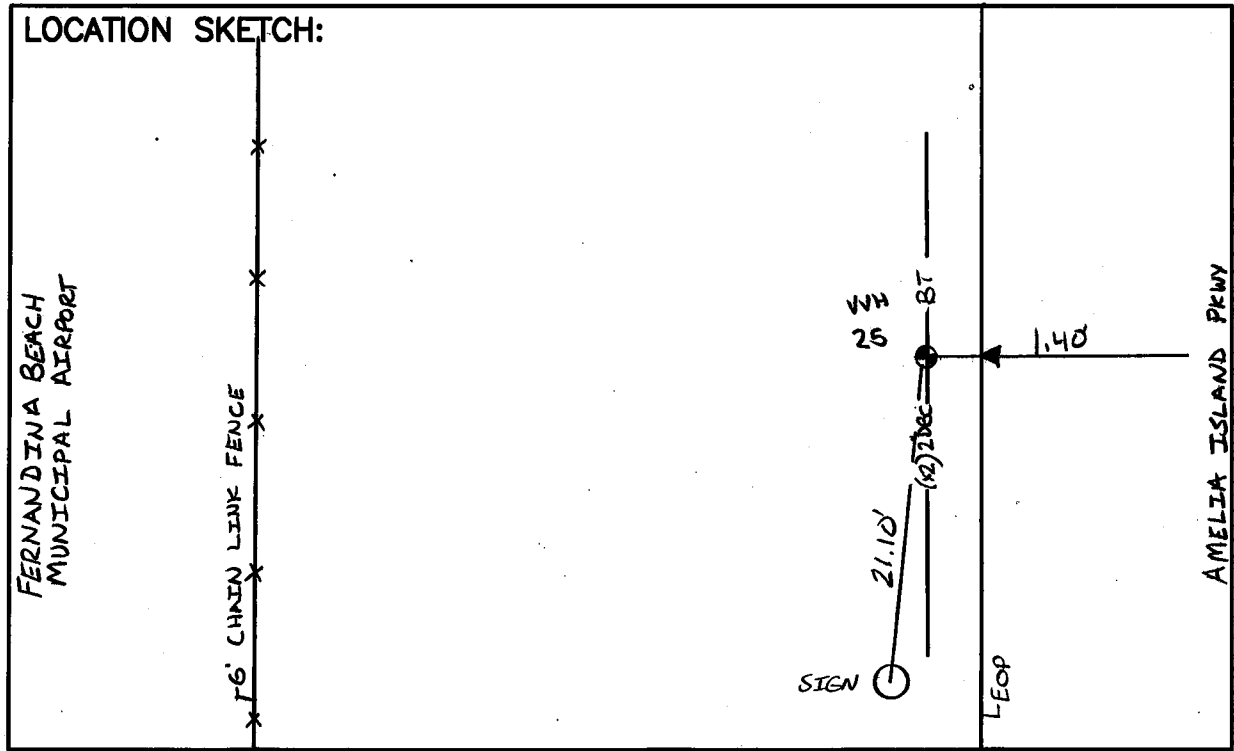
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
<u>BT</u> - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> - DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE: _____ ELEV. AT TOP: 10.43' ELEV. AT BOTTOM: 10.00'

APPROX. STATION: _____ OFFSET DISTANCE: 17.4' OFFSET DIRECTION: LT UTILITY DIRECTION: _____

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> - EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> - SIRC 5/8"***	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER</u> : SIGN
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: AT+T POLE #: N/A EH #: THA 6



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 25



VVH 25



VVH 25



VACUUM EXCAVATION RECORD

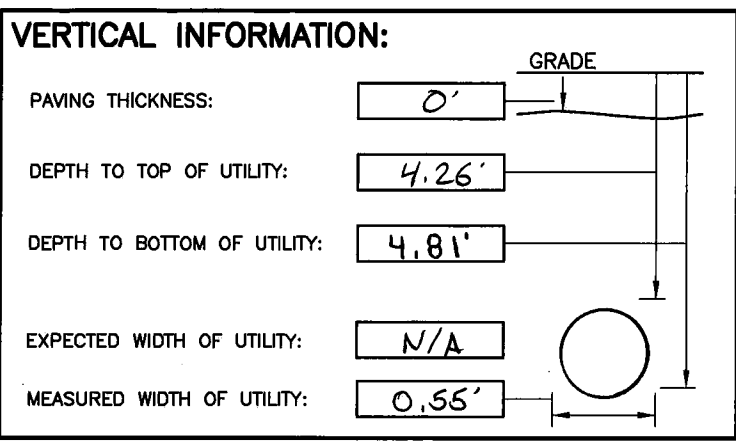
CAMERA #: 1 CREW: HIRES, KNIGHT, GUZMAN, SAYON

PROJECT: AMELIA ISLAND PKWY DATE: 11/4/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306205027 F.P.N. #:

HOLE#: WH 26 UTILITY FOUND: 6" STL GM

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



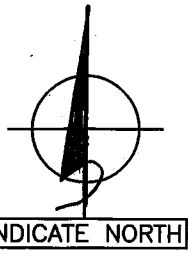
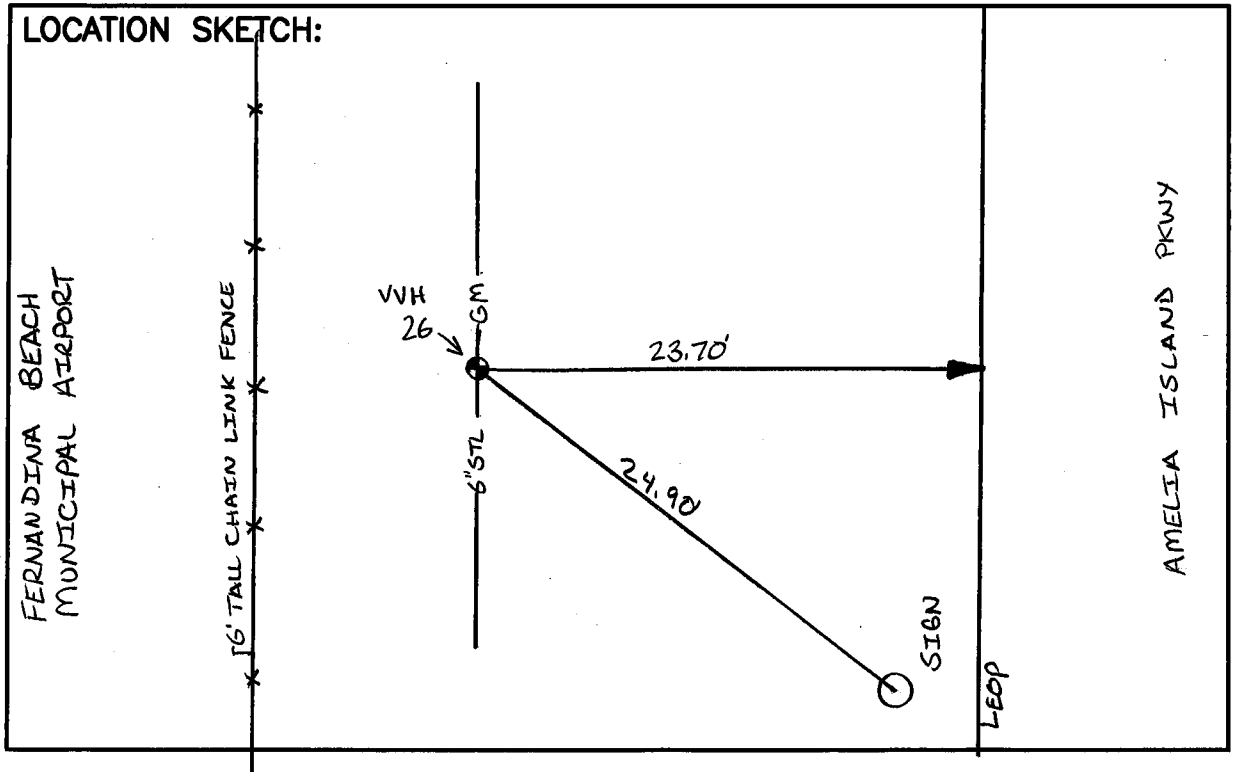
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	① STEEL
<u>G</u> - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC(ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC(DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

ELEV. AT GRADE: [REDACTED] ELEV. AT TOP: 8.83' ELEV. AT BOTTOM: [REDACTED]

APPROX. STATION: [REDACTED] OFFSET DISTANCE: 39.7' OFFSET DIRECTION: LT UTILITY DIRECTION: [REDACTED]

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	③① EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<u>25</u> -SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER SIGN</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: TECO POLE #: N/A EH #: THA 6



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 26



VVH 26



VVH 26



VACUUM EXCAVATION RECORD

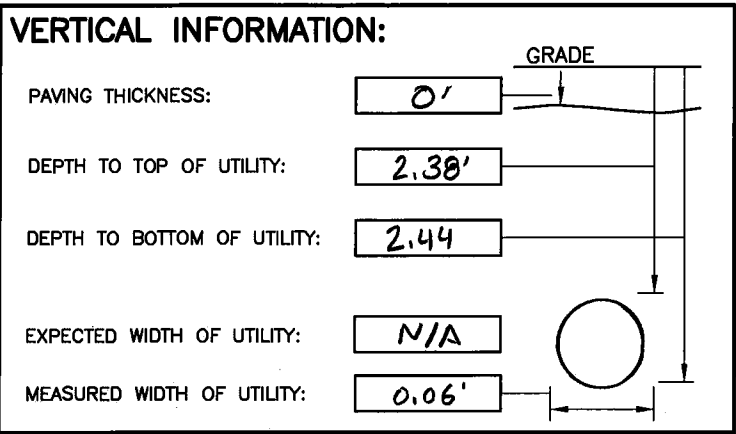
CAMERA #: 1 CREW: HIRRES, KNIGHT

PROJECT: AMELIA ISLAND PKWY DATE: 11/5/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 366205027 F.P.N. #:

HOLE#: VVH 27 UTILITY FOUND: 3/4" DBC BT

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



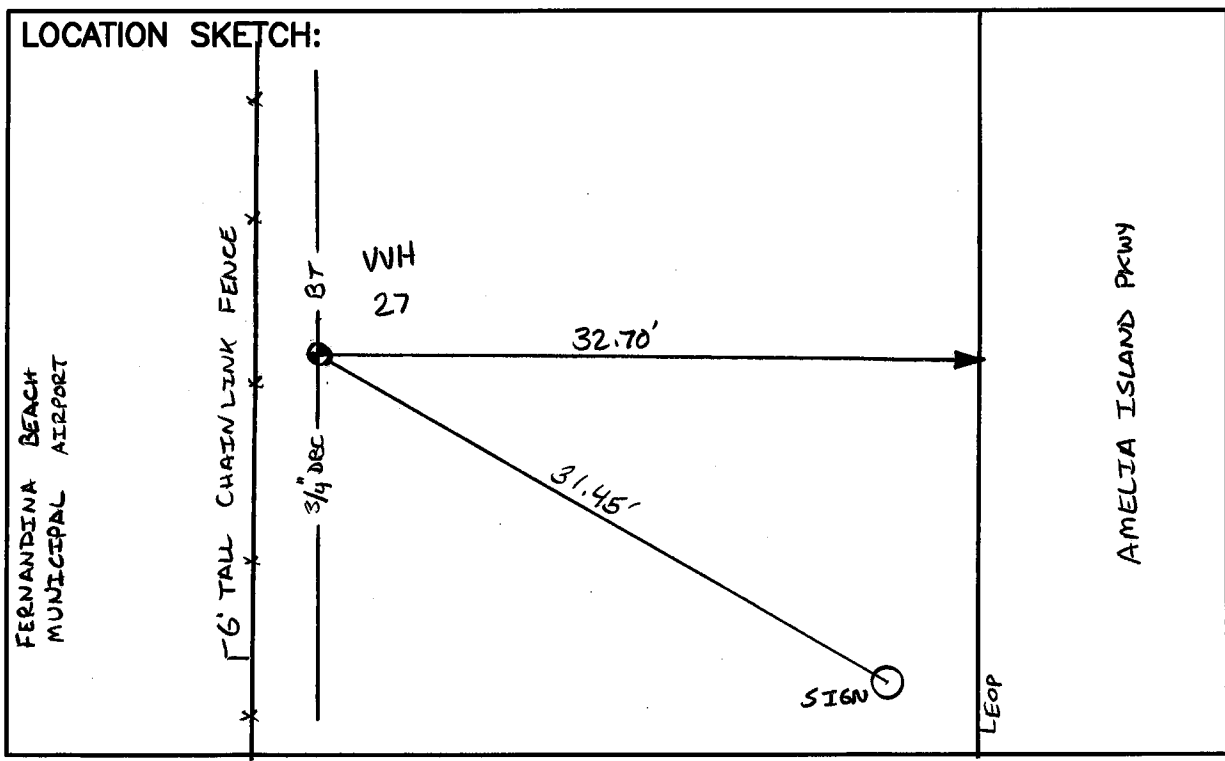
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
<u>BT</u> - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
	12.08'	
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
	48.8'	LT

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	<u>30</u> EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<u>25</u> SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER SIGN</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: **ATT7**

POLE #: N/A
EH #: THA6



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 27



VVH 27



VVH 27



VACUUM EXCAVATION RECORD

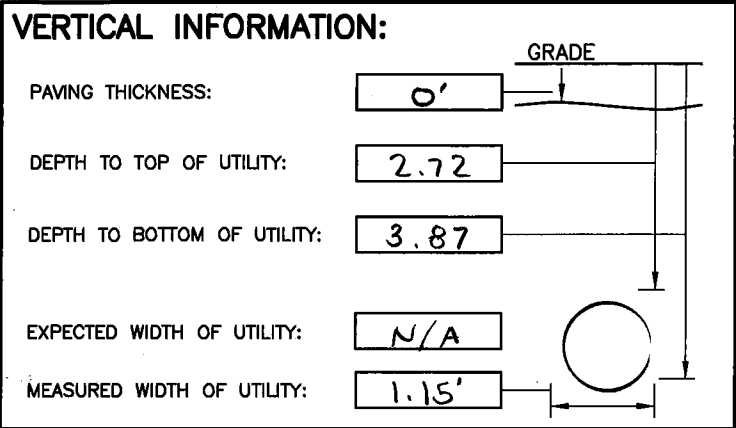
CAMERA #: 1 CREW: HIRE, KNIGHT

PROJECT: AMELIA ISLAND PKWY DATE: 11/5/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306205027 F.P.N. #:

HOLE#: JVH 28 UTILITY FOUND: 12" PUC WM

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	<u>2</u> -PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
<u>W</u> - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

ELEV. AT GRADE: [REDACTED] ELEV. AT TOP: 11.41' ELEV. AT BOTTOM: 10.72'

APPROX. STATION: [REDACTED] OFFSET DISTANCE: 45.3' OFFSET DIRECTION: LT UTILITY DIRECTION: [REDACTED]

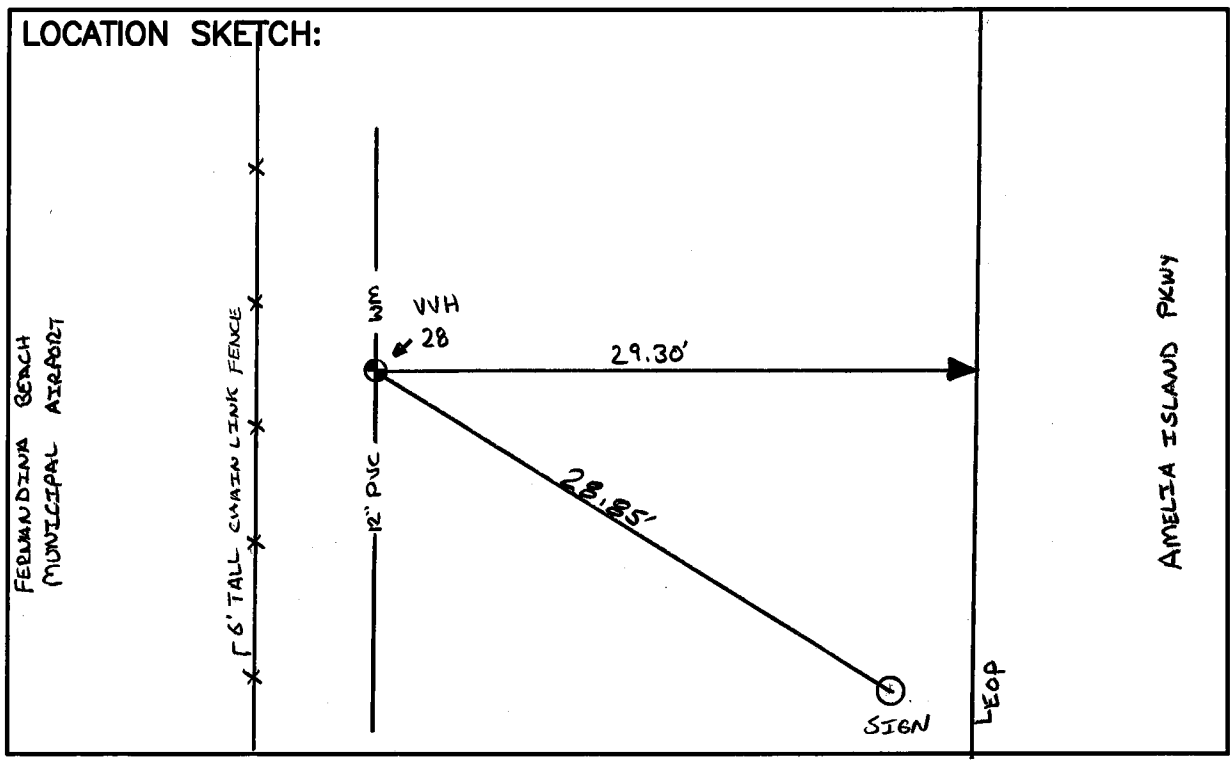
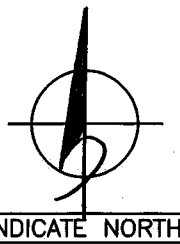
IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	<u>30</u> EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<u>25</u> SIRC 5/8" **	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER SIGN</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: COFB OR NAV

POLE #: N/A

EH #: THAG

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 28



VVH 28



VVH 28



VACUUM EXCAVATION RECORD

CAMERA #: 1 CREW: HIRES, KNIGHT

PROJECT: AMELIA ISLAND PKWY DATE: 11/5/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306 205027 F.P.N.#:

HOLE#: VVH 29 UTILITY FOUND: 3/4" DBC BT

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY

VERTICAL INFORMATION:

PAVING THICKNESS: 0'

DEPTH TO TOP OF UTILITY: 3.15'

DEPTH TO BOTTOM OF UTILITY: 3.21'

EXPECTED WIDTH OF UTILITY: N/A

MEASURED WIDTH OF UTILITY: 0.06'

TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1-STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
<u>BT</u> - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC(ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> DBC(DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

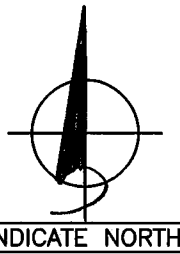
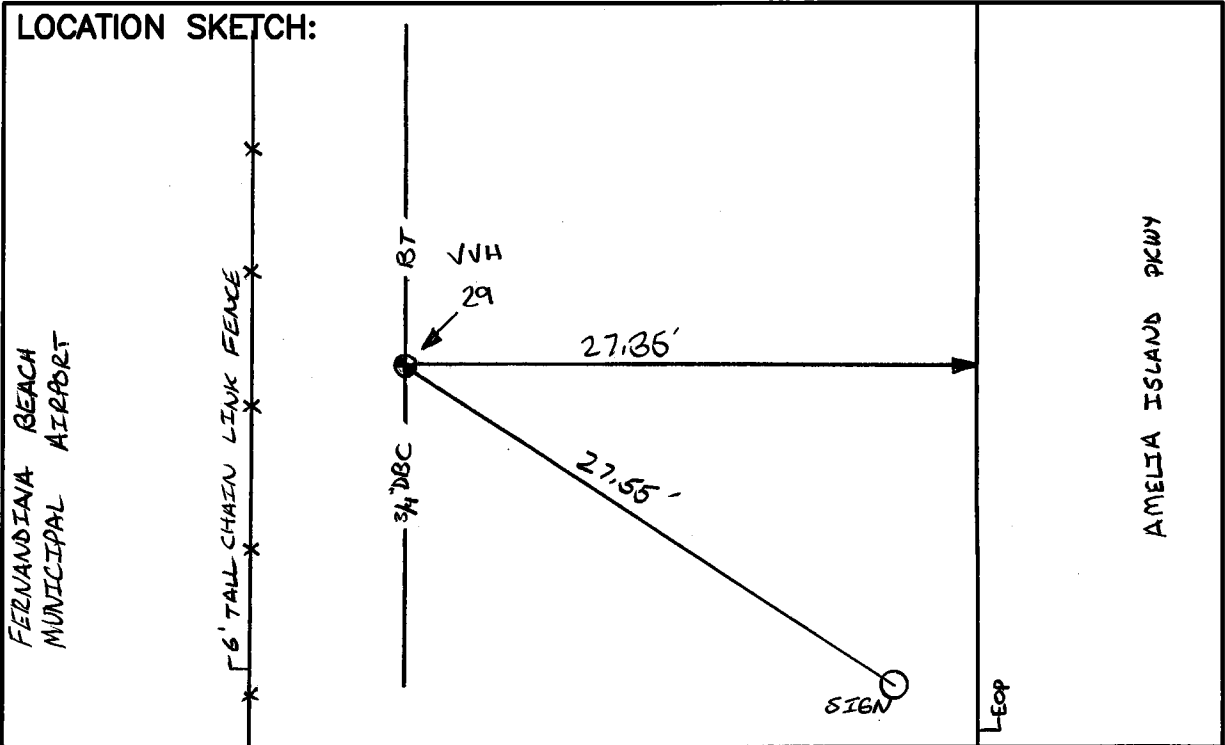
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
	10.51'	10.25'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
21	43.4'	L1

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	<u>30</u> EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
<u>25</u> SIRC 5/8"*	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER SIGN</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: AT+7

POLE #: N/A

EH #: THA6



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 29



VVH 29



VVH 29



VACUUM EXCAVATION RECORD

CAMERA #: 1

CREW: HIRES, KNIGHT

PROJECT: AMELIA ISLAND PKWY

DATE: 11/5/22

DRMP#: 19-0007.004

CITY/COUNTY: NASSUA

ONE-CALL #: 306204948

F.P.N.#:

HOLE#: VUH 30

UTILITY FOUND: 8" UNK. MAT. WM *POSSIBLY PVC*

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD ~~SOFT~~ ~~WET~~ ~~DRY~~ ~~SAND~~ ~~DIRT~~ CLAY ~~ROCKY~~

VERTICAL INFORMATION:

PAVING THICKNESS:



DEPTH TO TOP OF UTILITY:

6.25

DEPTH TO BOTTOM OF UTILITY:

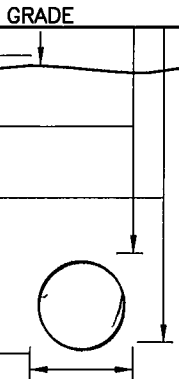
6.97'

EXPECTED WIDTH OF UTILITY:

N/A

MEASURED WIDTH OF UTILITY:

0.72'



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
<u>W</u> - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	<u>OTHER UNKNOWN</u>

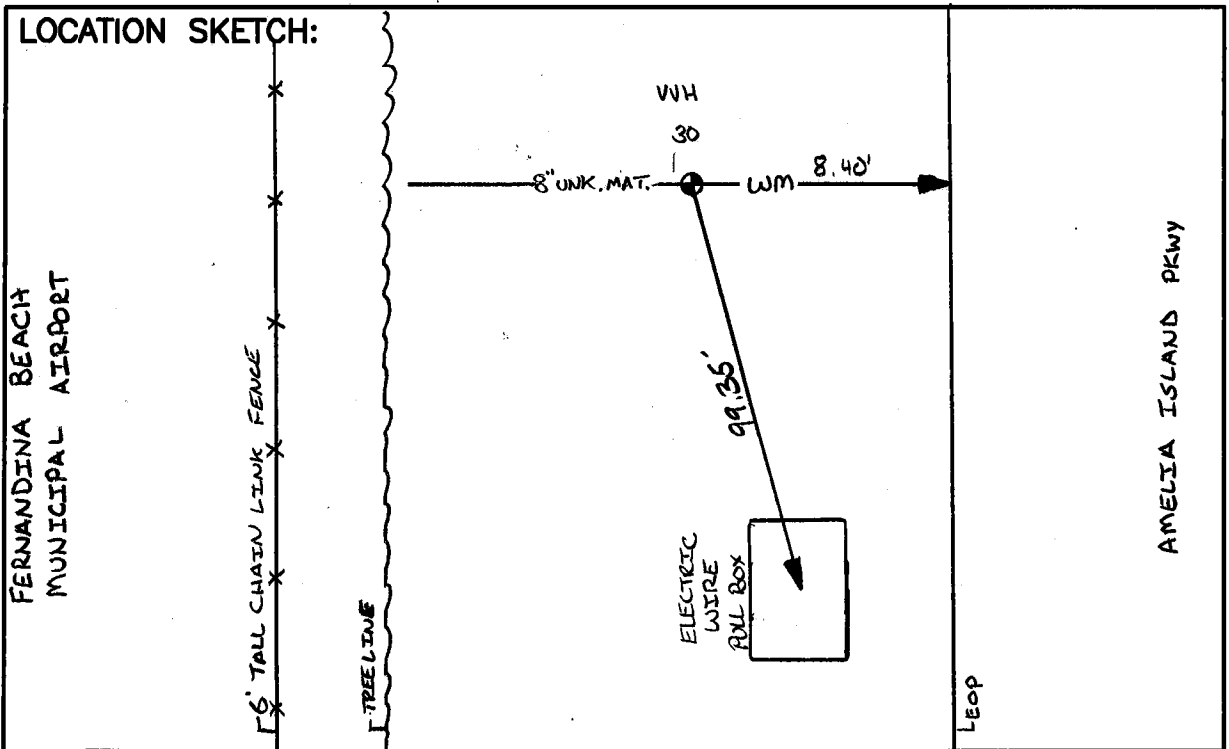
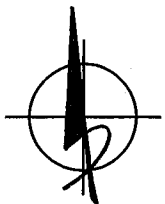
IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> SIRC 5/8"**	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER WIRE PULL BOX</u> ELECTRIC
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	8.31'	7.59'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
[REDACTED]	23.8'	L

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: COFB OR NAU

POLE #: N/A
EH #: THAS

LOCATION SKETCH:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 30



VVH 30



VVH 30

VACUUM EXCAVATION RECORD



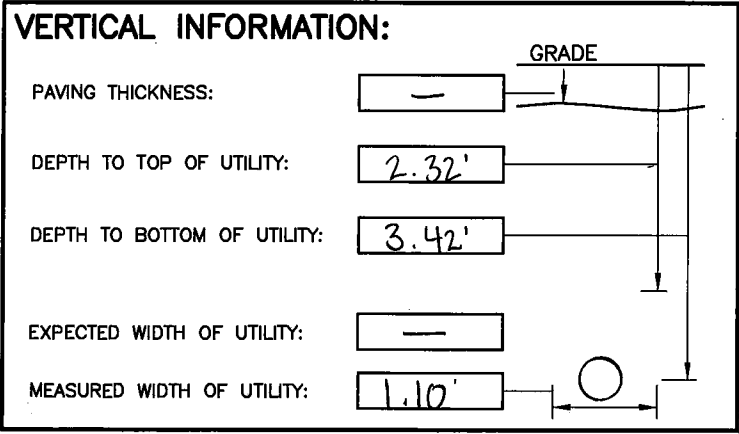
CAMERA #: 2 CREW: STUBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY. DATE: 11/8/2022 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204703 F.P.N. #:

HOLE#: VUH31 UTILITY FOUND: 12" PVC (WL)

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	② PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
<u>W</u> - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

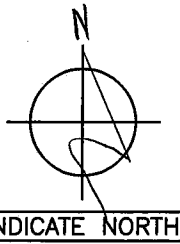
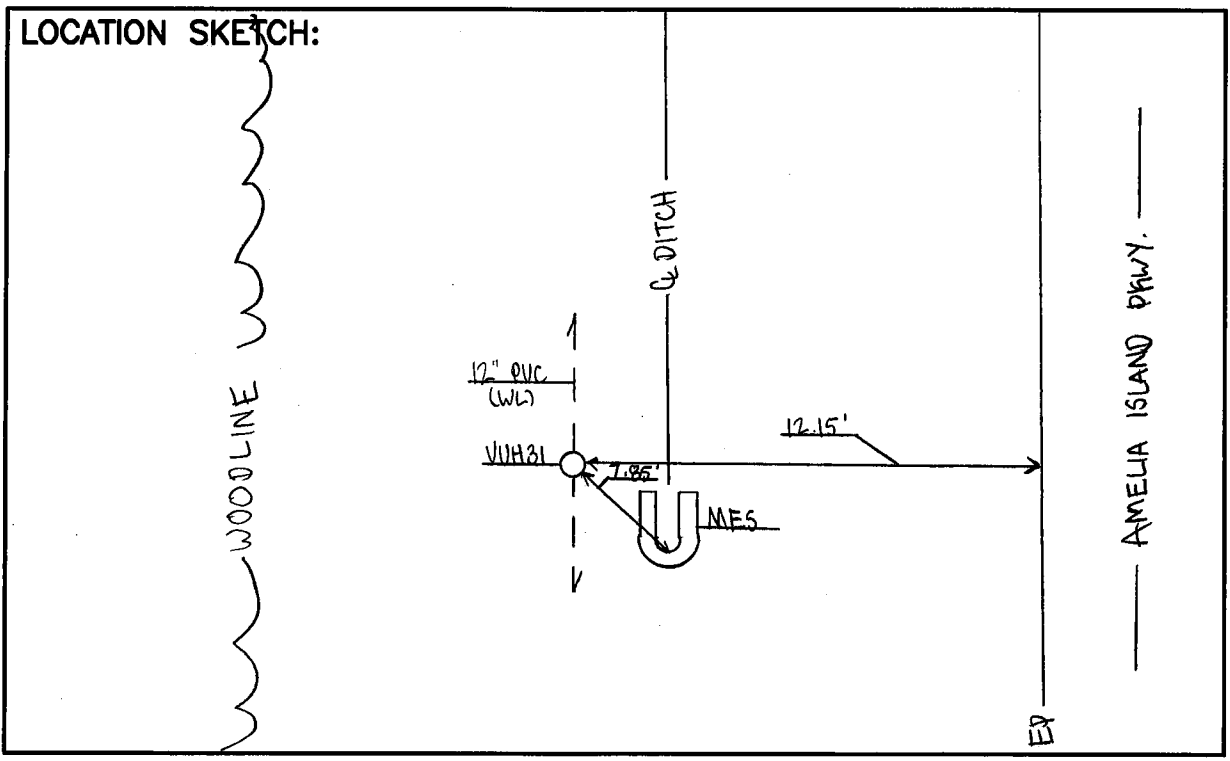
IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	③0- EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
②5- SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>MES</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[]	12.41'	11.3'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
[]	40.3'	LT

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPUC

POLE #: THA2

EH #:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 31



VVH 31



VVH 31

VACUUM EXCAVATION RECORD



CAMERA #: 2

CREW: STUBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY.

DATE: 11/8/2022

DRMP#: 19-0007,004

CITY/COUNTY: NASSAU

ONE-CALL #: 306204703

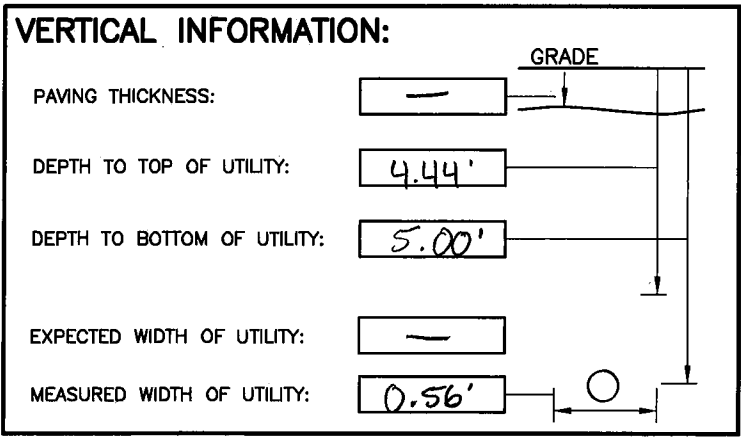
F.P.N. #:

HOLE#: VVH 32

UTILITY FOUND: 6" COATED STL. (GM)

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	① STEEL
② G - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC(ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC(DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

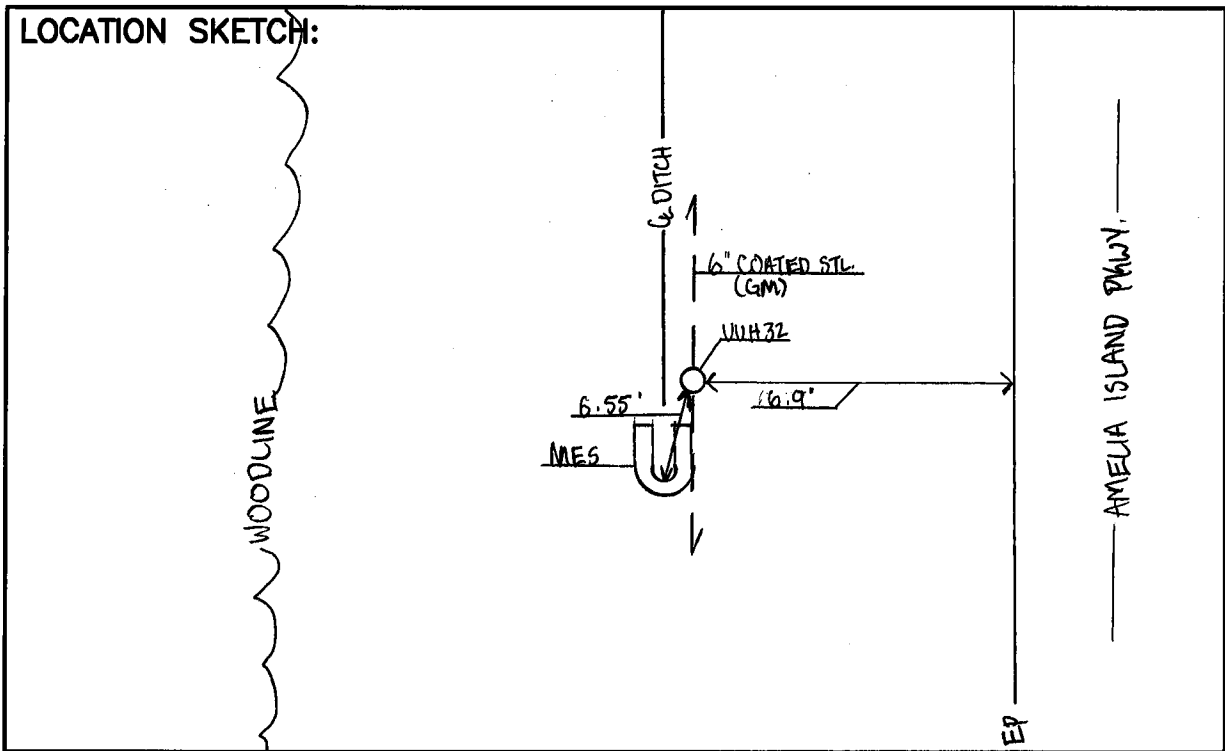
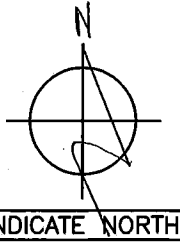
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	10.03'	9.47'

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
[REDACTED]	35.1'	LT	[REDACTED]

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPUC

POLE #: THA2
EH #:

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	③① EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
②⑤ SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>MES</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 32



VVH 32



VVH 32

VACUUM EXCAVATION RECORD



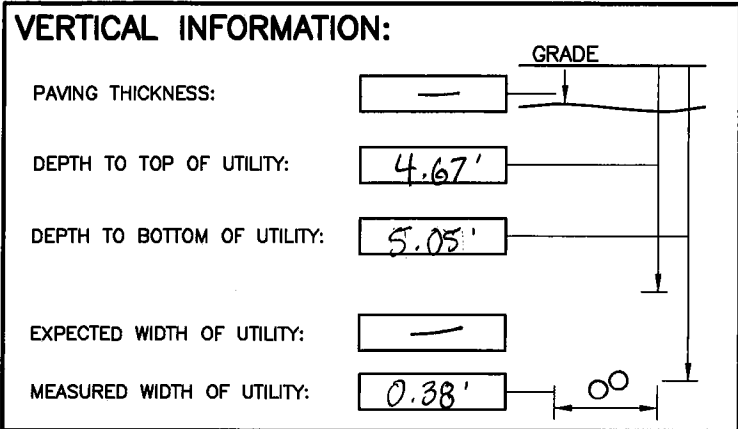
CAMERA #: 2 CREW: STUBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY. DATE: 11/8/2022 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204703 F.P.N.#:

HOLE#: VVH33 UTILITY FOUND: 1/2" PE (X2) (FOC)

GROUND: ASPHALT CONCRETE (DIRT) OTHER SOIL CONDITION: (HARD) SOFT (WET) DRY SAND (DIRT) CLAY (ROCKY)



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
(FOC) - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	(5) PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE: [] ELEV. AT TOP: 10.88' ELEV. AT BOTTOM: 10.00'

APPROX. STATION: [] OFFSET DISTANCE: 29.4' OFFSET DIRECTION: LT UTILITY DIRECTION: []

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: [] POLE #: THA2 EH #: []

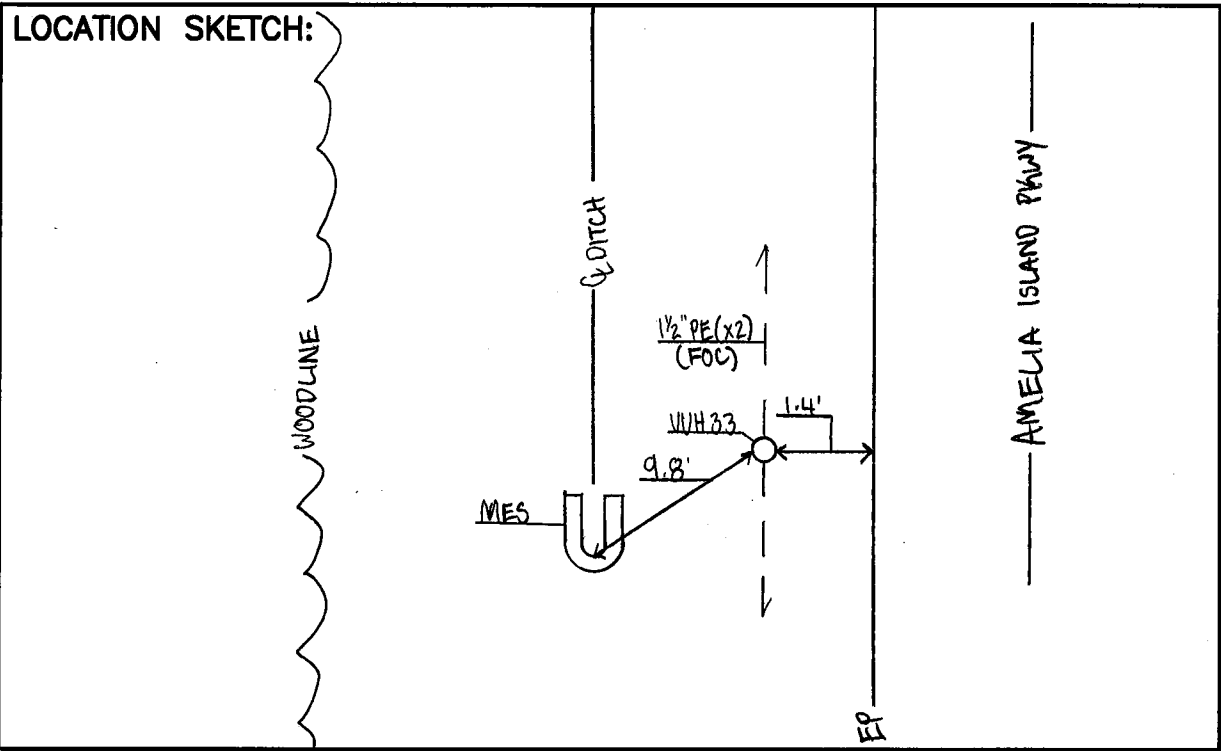
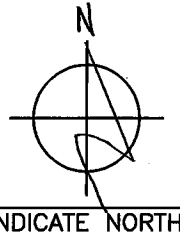
IDENTIFIED BY DISTANCE PULLED FROM

20- SLEEVE
 21- HUB/LATH
 22- NAIL/DISK*
 23- "X" IN CONCRETE
 24- SWING TIES
 (25) SIRC 5/8" **
 OTHER _____

*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."
 **NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."

(30) EDGE OF PAVEMENT
 31- BASELINE
 32- RIGHT-OF-WAY
 33- CENTERLINE
 34- BACK OF CURB
 35- SURVEY HUB
 36- "X" IN CONCRETE
 OTHER MES

JOB UNITS: (ENGLISH) or METRIC



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 Pensacola, FL
 Tallahassee, FL
 Tampa, FL

AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 33



VVH 33



VVH 33

VACUUM EXCAVATION RECORD



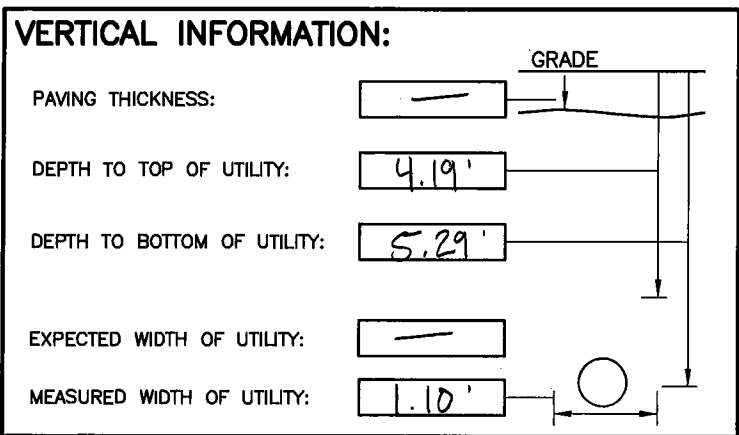
CAMERA #: 2 CREW: STUBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY. DATE: 11/8/2022 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204497 F.P.N. #:

HOLE#: VUH34 UTILITY FOUND: 12" PVC (WL)

GROUND: ASPHALT CONCRETE (DIRT) OTHER SOIL CONDITION: HARD (SOFT) (WET) DRY (SAND) (DIRT) CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	(2) PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
(W) - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	11.22'	10.0'

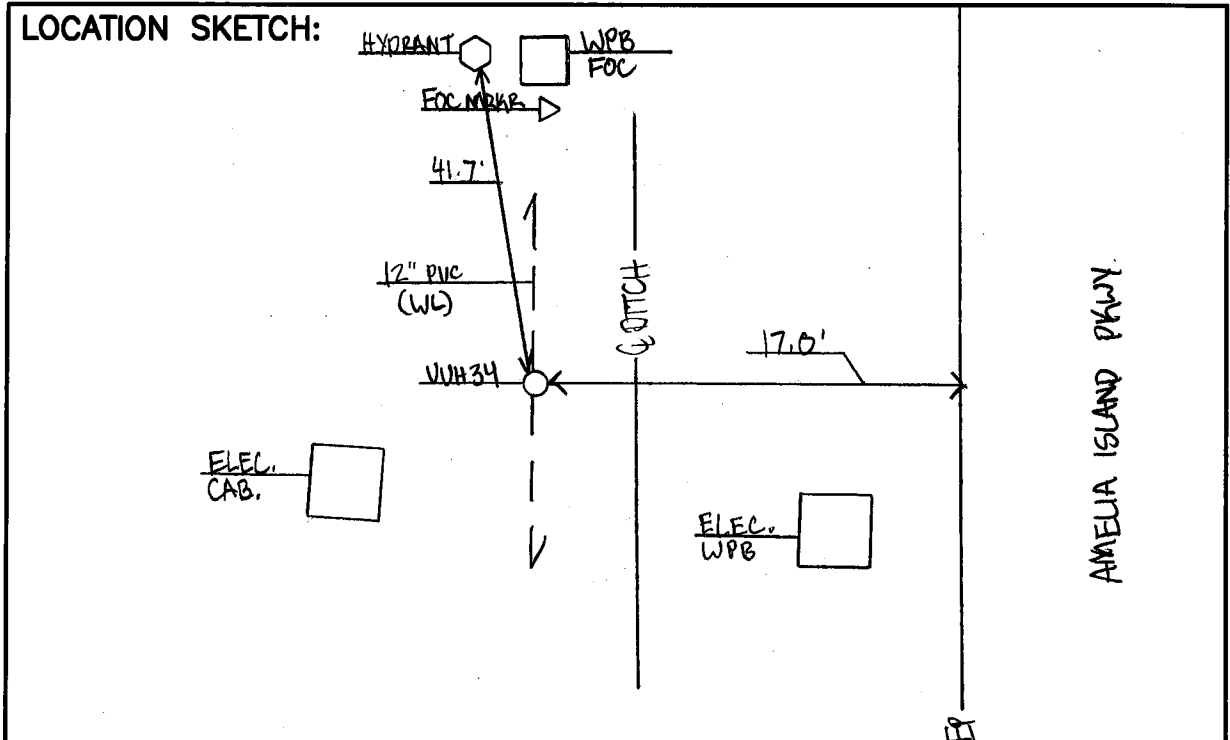
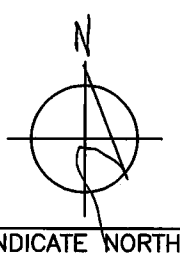
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
3.44	34.7'	L	[REDACTED]

IDENTIFIED BY DISTANCE PULLED FROM

20- SLEEVE	(30) EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
(25) SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER: HYDRANT
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: ENGLISH or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPUC

POLE #: THA1
EH #:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 34



VVH 34



VACUUM EXCAVATION RECORD

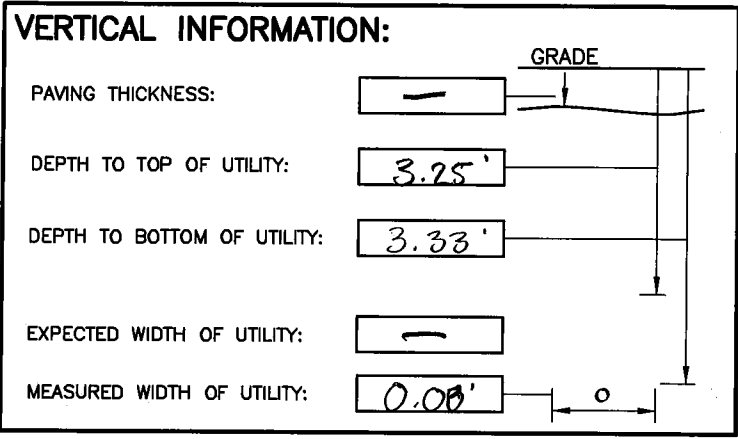
CAMERA #: 2 CREW: STOBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY. DATE: 11/8/2022 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204497 F.P.N. #:

HOLE#: VVA35 UTILITY FOUND: 3/4" DBC (FOC)

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



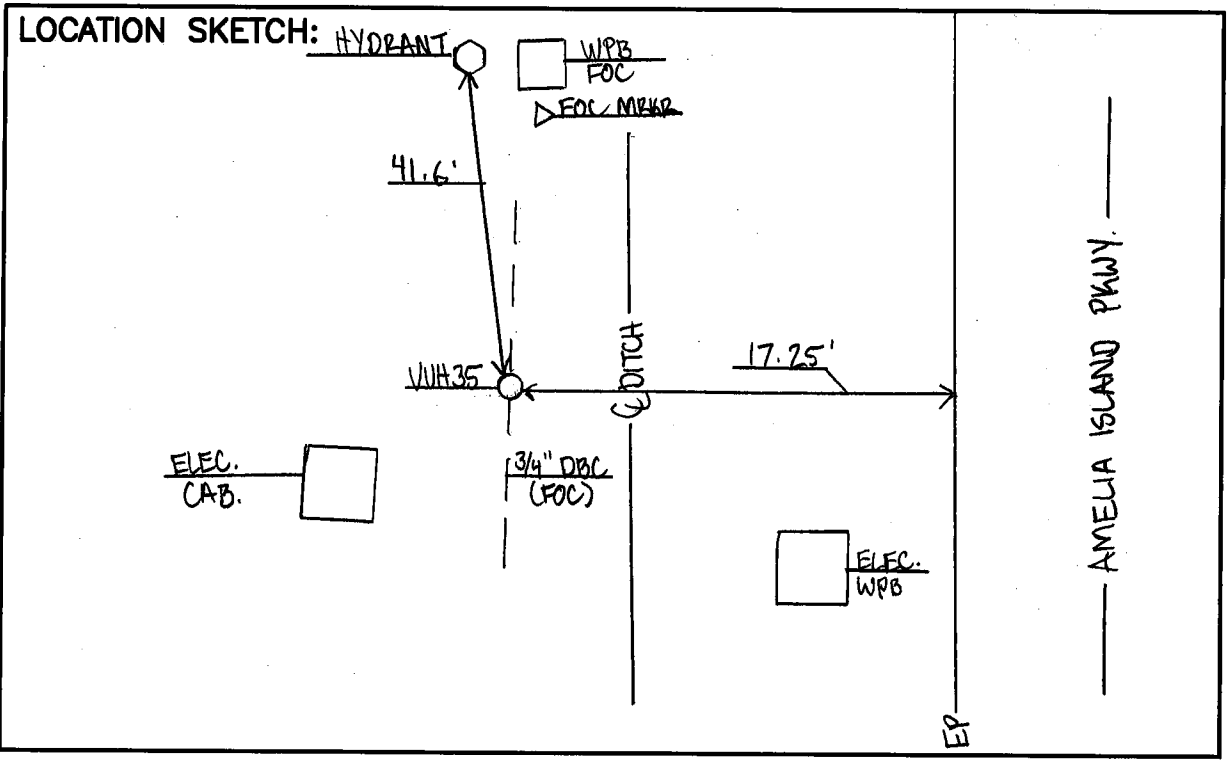
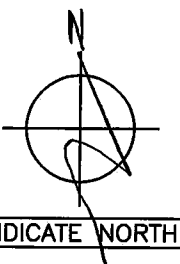
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
<u>FOC</u> - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	<u>8</u> - DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
<u>—</u>	<u>12.27'</u>	<u>12.19'</u>

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
<u>—</u>	<u>35.0'</u>	<u>LT</u>	<u>—</u>

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	<u>30</u> - EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
<u>25</u> - SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER</u> - HYDRANT
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: POLE #: THA-1
EH #:



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 35



VVH 35



VVH 35



VACUUM EXCAVATION RECORD

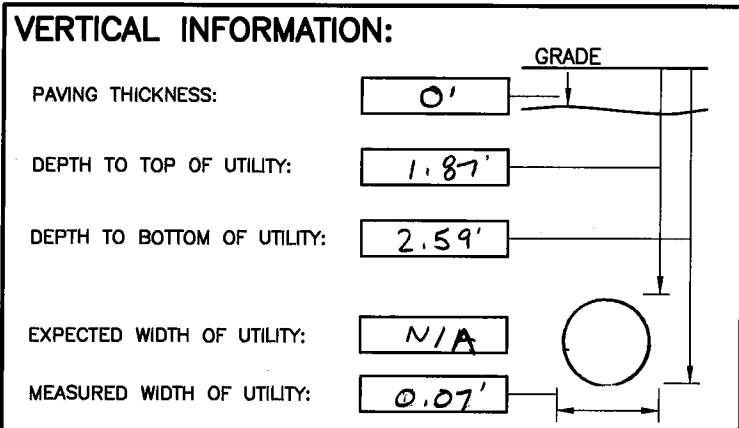
CAMERA #: 1 CREW: HIRES, KNIGHT, SAYON

PROJECT: AMELIA ISLAND PKWY DATE: 11/9/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204497 F.P.N. #:

HOLE#: VVH 36 UTILITY FOUND: 3/4" DBC Comms

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
<u>OTHER</u> Comms	11- DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	30- EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
25- SIRC 5/8"***	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	<u>OTHER</u> _____
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

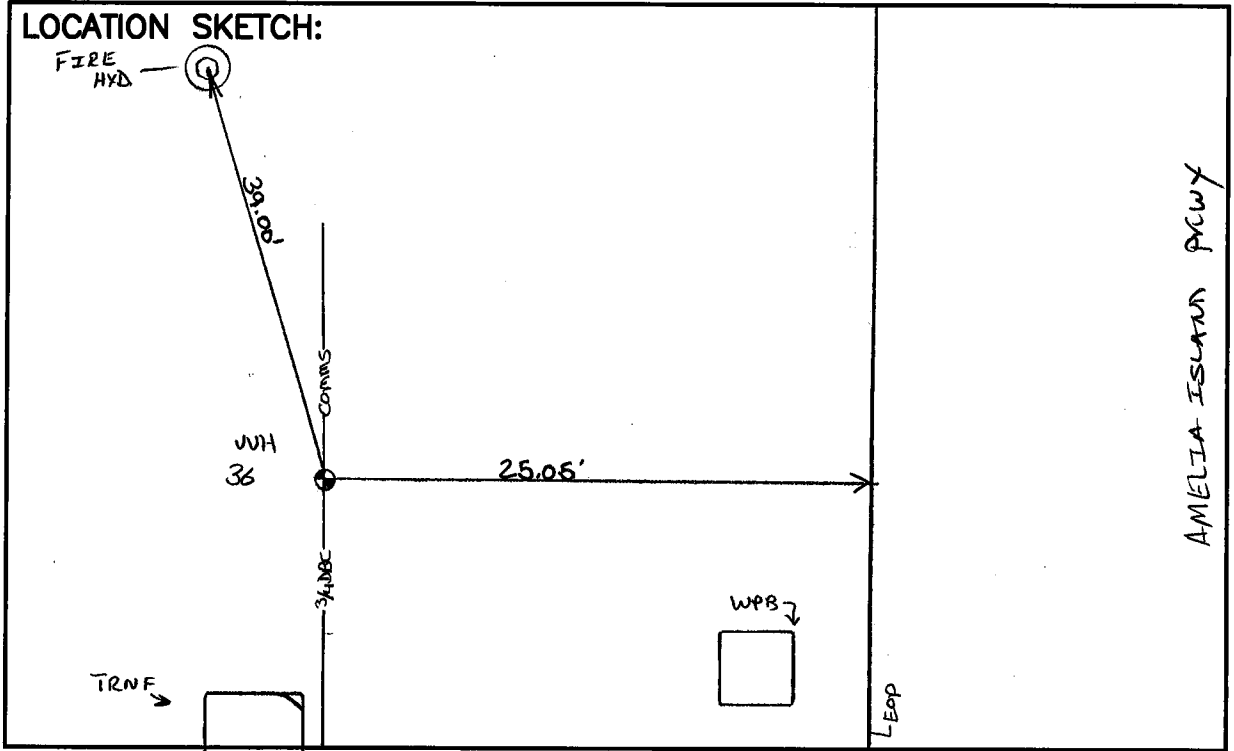
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
	14.45'	14.45'

APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:	UTILITY DIRECTION:
	43.0'	LT	

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: UNKNOWN

POLE #: N/A

EH #: TNAI



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 36



VVH 36



VVH 36



VACUUM EXCAVATION RECORD

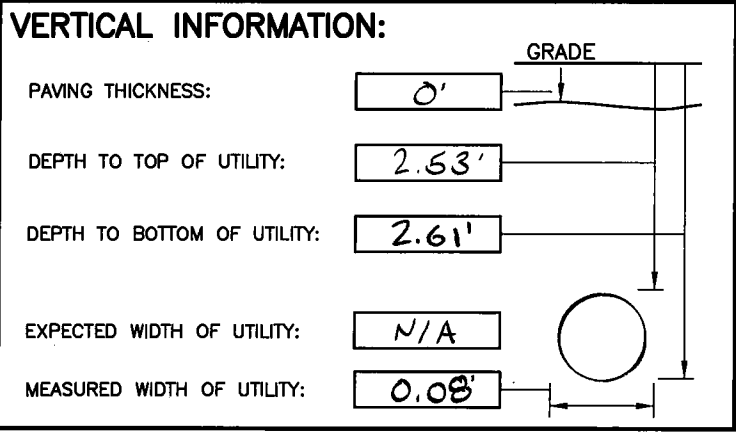
CAMERA #: 1 CREW: HIRES, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY DATE: 11/9/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204497 F.P.N. #:

HOLE#: VVH 37 UTILITY FOUND: 1" DBC BT

GROUND: ASPHALT CONCRETE (DIRT) OTHER SOIL CONDITION: (HARD) (SOFT) (WET) (DRY) (SAND) (DIRT) CLAY ROCKY



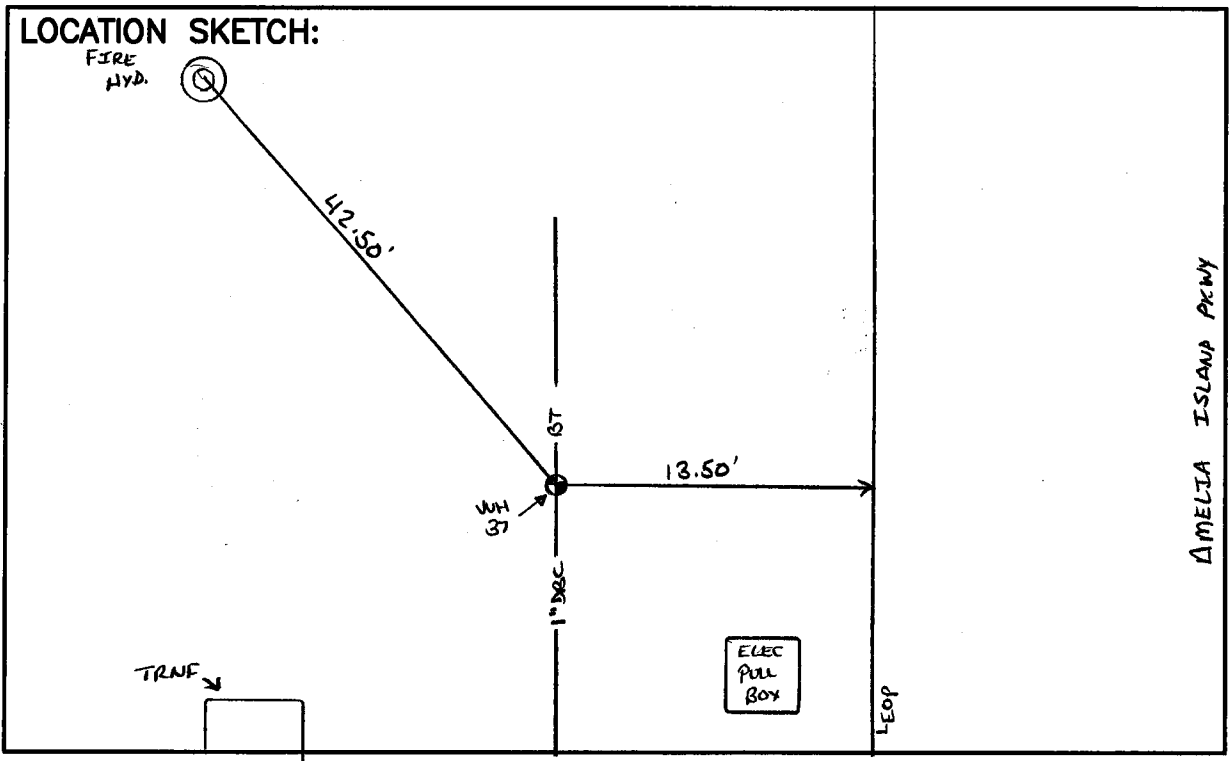
TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
(BT) - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	(8) DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
	12.44'	12.12'
APPROX. STATION:	OFFSET DISTANCE:	OFFSET DIRECTION:
31.67	31.6'	LI

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	(30) EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
(25) SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	(OTHER) _____
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: (ENGLISH) or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: AT+T

POLE #: N/A
EH #: THA 1



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 37



VVH 37



VVH 37



VACUUM EXCAVATION RECORD

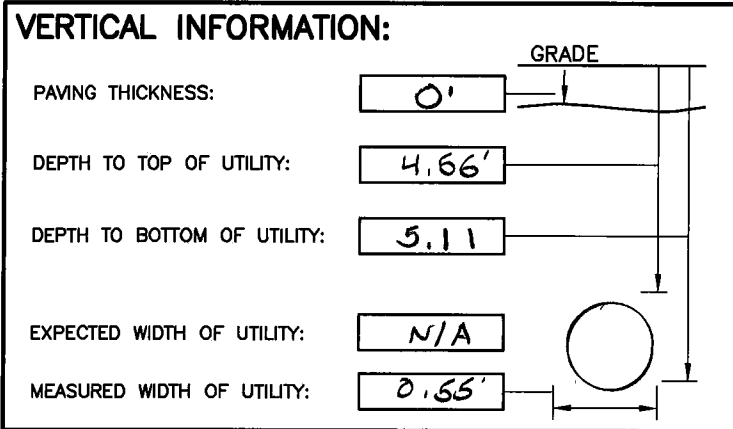
CAMERA #: 1 CREW: HIRES, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY DATE: 11/9/22 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204497 F.P.N. #:

HOLE#: VUH38 UTILITY FOUND: 6" STL GM

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	① STEEL
<u>G</u> - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

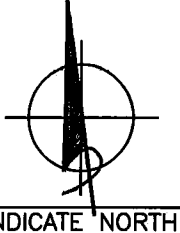
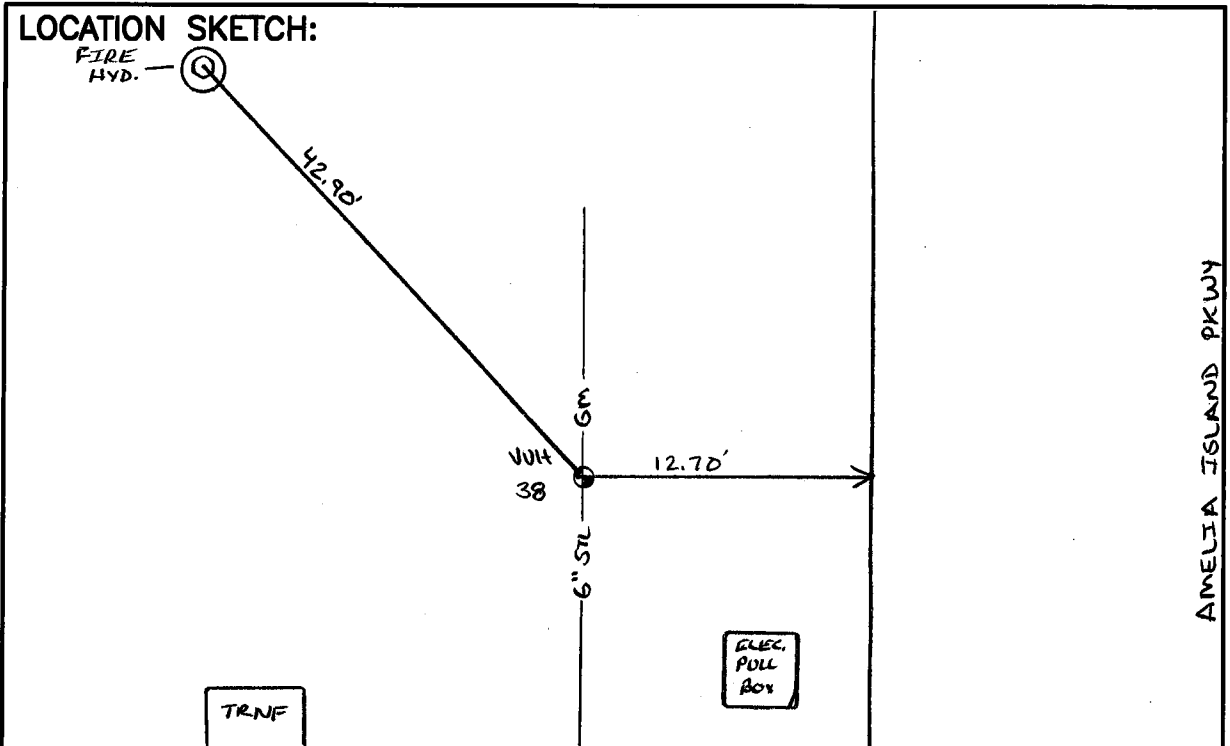
ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
[REDACTED]	10.36'	9.81'
[REDACTED]	30.7'	LI

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	③① EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
②⑤-SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>FIRE HYDR.</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS:
	<u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: **TECO**

POLE #: N/A

EH #: THA 1



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 38



VVH 38



VACUUM EXCAVATION RECORD

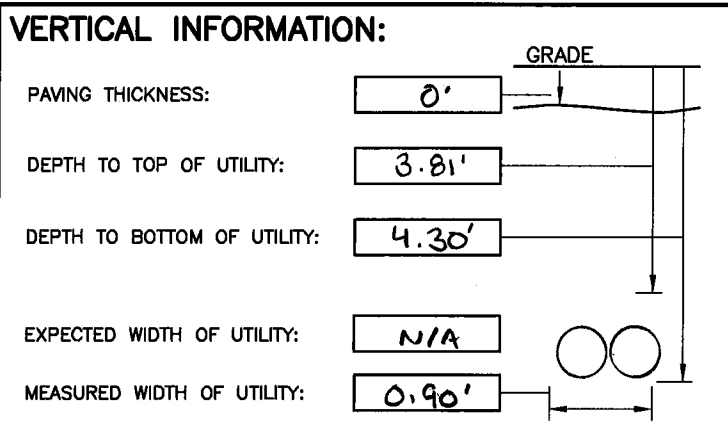
CAMERA #: 1 CREW: HIRE, KNIGHT, SAYON

PROJECT: AMELIA ISLAND PKWY DATE: 11/9/27 DRMP#: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204497 F.P.N. #:

HOLE#: VUH 39 UTILITY FOUND: (+2) 4" PVC BE

GROUND: ASPHALT CONCRETE DIRT OTHER SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY



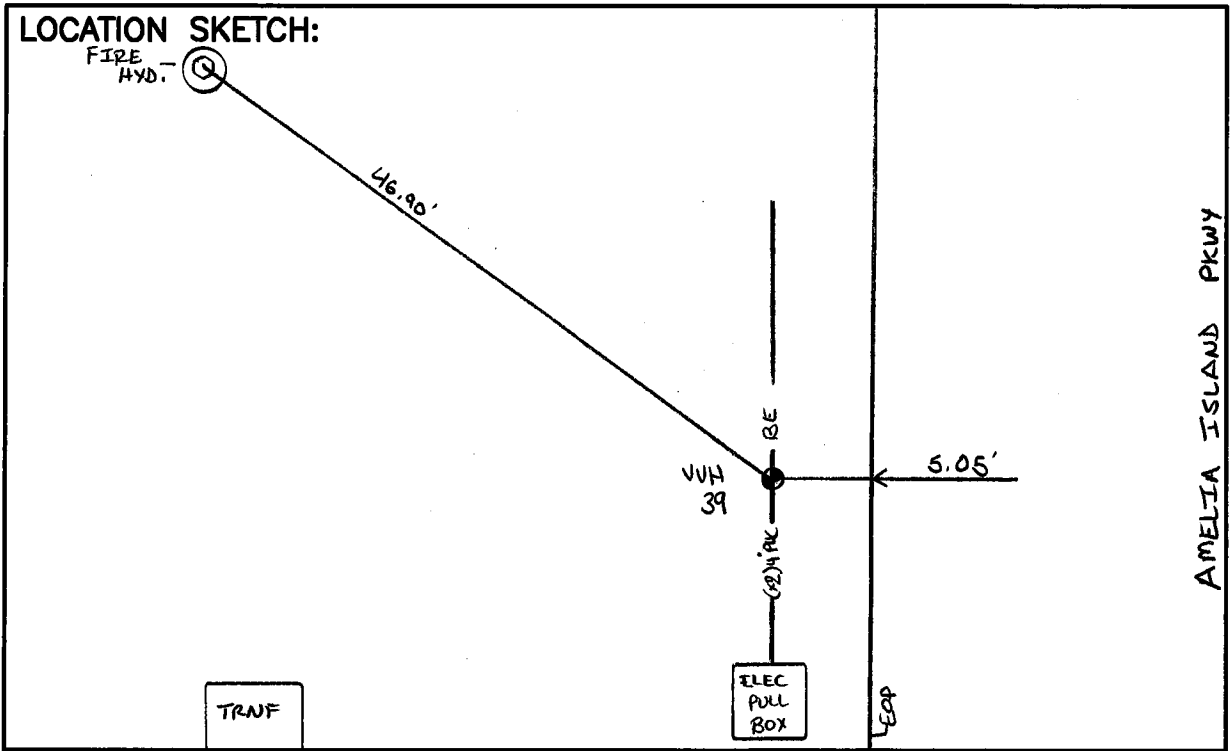
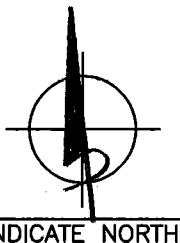
TYPE OF UTILITY	MATERIAL
(E) - ELECTRICAL	1- STEEL
G - GAS	2- PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3- DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4- VCP (VITRIFIED CLAY PIPE)
W - WATER	5- PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6- AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7- CI (CAST IRON)
CATV - CABLE TELEVISION	8- DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9- CONCRETE PIPE
RW - RECLAIMED WATER	10- CORRUGATED METAL PIPE
OTHER _____	11- DUCT
	OTHER _____

ELEV. AT GRADE: [REDACTED] ELEV. AT TOP: 11.49' ELEV. AT BOTTOM: [REDACTED]

APPROX. STATION: [REDACTED] OFFSET DISTANCE: 23.0' OFFSET DIRECTION: LT UTILITY DIRECTION: [REDACTED]

IDENTIFIED BY	DISTANCE PULLED FROM
20- SLEEVE	30- EDGE OF PAVEMENT
21- HUB/LATH	31- BASELINE
22- NAIL/DISK*	32- RIGHT-OF-WAY
23- "X" IN CONCRETE	33- CENTERLINE
24- SWING TIES	34- BACK OF CURB
25- SIRC 5/8" **	35- SURVEY HUB
OTHER _____	36- "X" IN CONCRETE
*NOTE: 22- SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>FIRE HYD.</u>
**NOTE: 25- SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: FPU POLE #: N/A EH #: THA 1



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 39



VVH 39



VVH 39



VACUUM EXCAVATION RECORD

CAMERA #: 1

CREW: HIRES, KNIGHT, MOTTOR, SAXON

PROJECT: AMELIA ISLAND PKWY

DATE: 11/1/22

DRMP#: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205196

F.P.N. #:

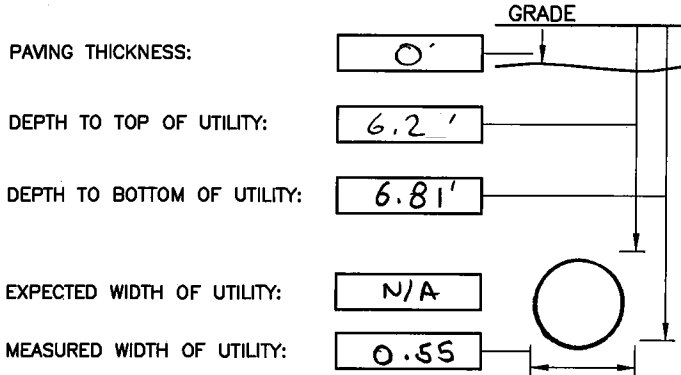
HOLE#: VUH 40

UTILITY FOUND: 6" STL GM

GROUND: ASPHALT CONCRETE DIRT OTHER

SOIL CONDITION: HARD SOFT WET DRY SAND DIRT CLAY ROCKY

VERTICAL INFORMATION:



TYPE OF UTILITY	MATERIAL
E - ELECTRICAL	1 STEEL
G - GAS	2-PVC (POLYVINYL CHLORIDE)
BT - BURIED TELEPHONE	3-DIP (DUCTILE IRON PIPE)
FOC - FIBER OPTIC CABLE	4-VCP (VITRIFIED CLAY PIPE)
W - WATER	5-PEP (POLYETHYLENE PIPE)
SAN - SANITARY SEWER	6-AC (ASBESTOS C./TRANSITE)
STM - STORM SEWER	7-CI (CAST IRON)
CATV - CABLE TELEVISION	8-DBC (DIRECT BURIED CABLE)
FM - FORCE MAIN	9-CONCRETE PIPE
RW - RECLAIMED WATER	10-CORRUGATED METAL PIPE
OTHER _____	11-DUCT
	OTHER _____

IDENTIFIED BY	DISTANCE PULLED FROM
20-SLEEVE	30-EDGE OF PAVEMENT
21-HUB/LATH	31-BASELINE
22-NAIL/DISK*	32-RIGHT-OF-WAY
23-"X" IN CONCRETE	33-CENTERLINE
24-SWING TIES	34-BACK OF CURB
25-SIRC 5/8"***	35-SURVEY HUB
OTHER _____	36-"X" IN CONCRETE
*NOTE: 22-SET NAIL AND DISK STAMPED "DRMP REF. PT."	OTHER <u>MES</u>
**NOTE: 25-SET IRON R&CAP STAMPED "DRMP REF. PT."	JOB UNITS: <u>ENGLISH</u> or METRIC

ELEV. AT GRADE:	ELEV. AT TOP:	ELEV. AT BOTTOM:
	3.08	2.9
APPROX	40.0'	LI

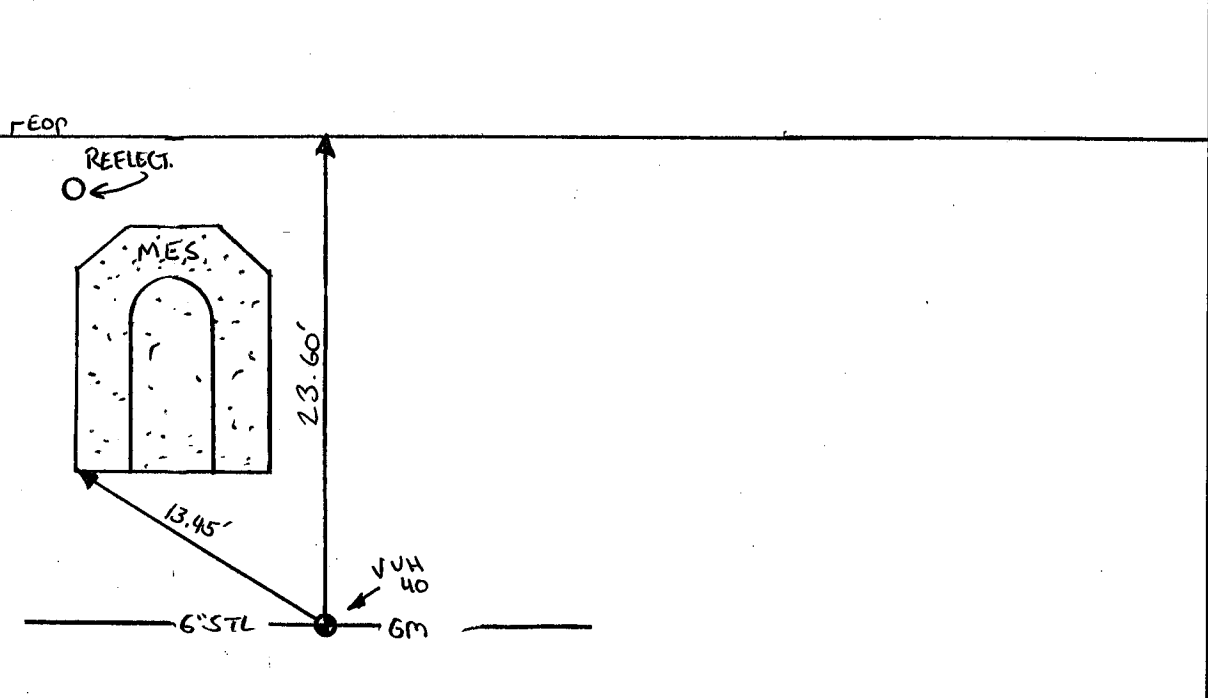
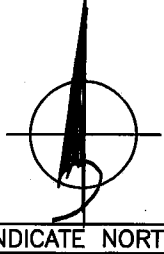
UTILITY OWNER/CONTRACTOR LOCATOR CONTACT: TECO

POLE #: N/A

EH #: THA8

LOCATION SKETCH:

AMELIA ISLAND PKWY



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AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



VVH 40



VVH 40



VVH 40



EXPLORATORY VACUUM EXCAVATION RECORD

CAMERA #: 2

CREW: STUBBS, DUNHAM, MOTOR, FRASIER

PROJECT: AMELIA ISLAND PKWY

DATE: 11/31/2022

DRMP #: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205267

F.P.N.#

HOLE#: EH1

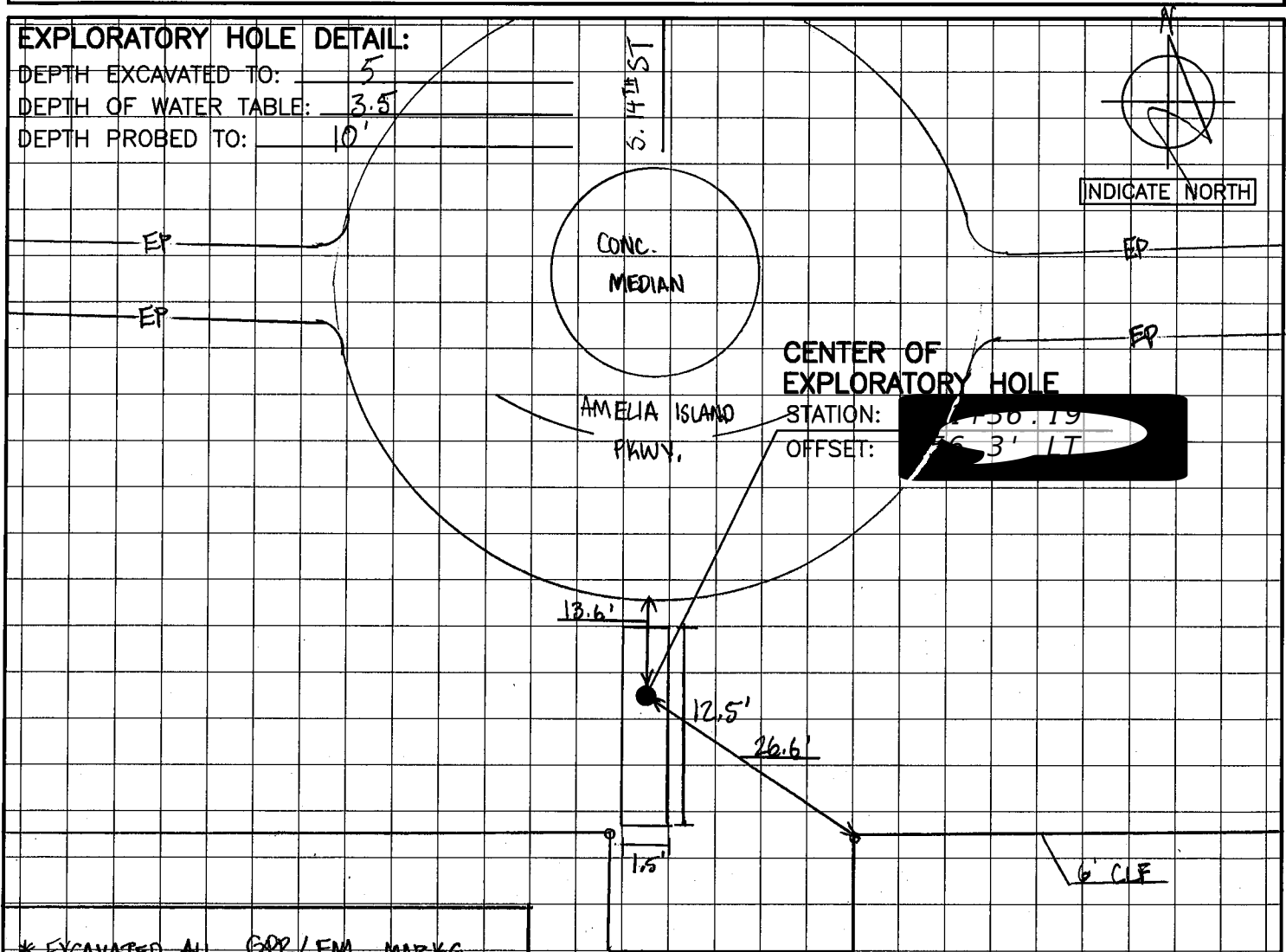
POLE#: THA 9

CONFLICT FOUND:

INTERSECTION/ADDRESS:

EXPLORATORY HOLE DETAIL:

DEPTH EXCAVATED TO: 5'
 DEPTH OF WATER TABLE: 3.5'
 DEPTH PROBED TO: 10'



* EXCAVATED ALL GCP/EM MARKS.
 ACCORDING TO LVL "D" PLANS,
 THERE IS AN "FOC" LINE THAT
 CANNOT BE LOCATED.

FERNANDINA BEACH
 AIRPORT

AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



EH 1



EH 1



EH 1



EXPLORATORY VACUUM EXCAVATION RECORD

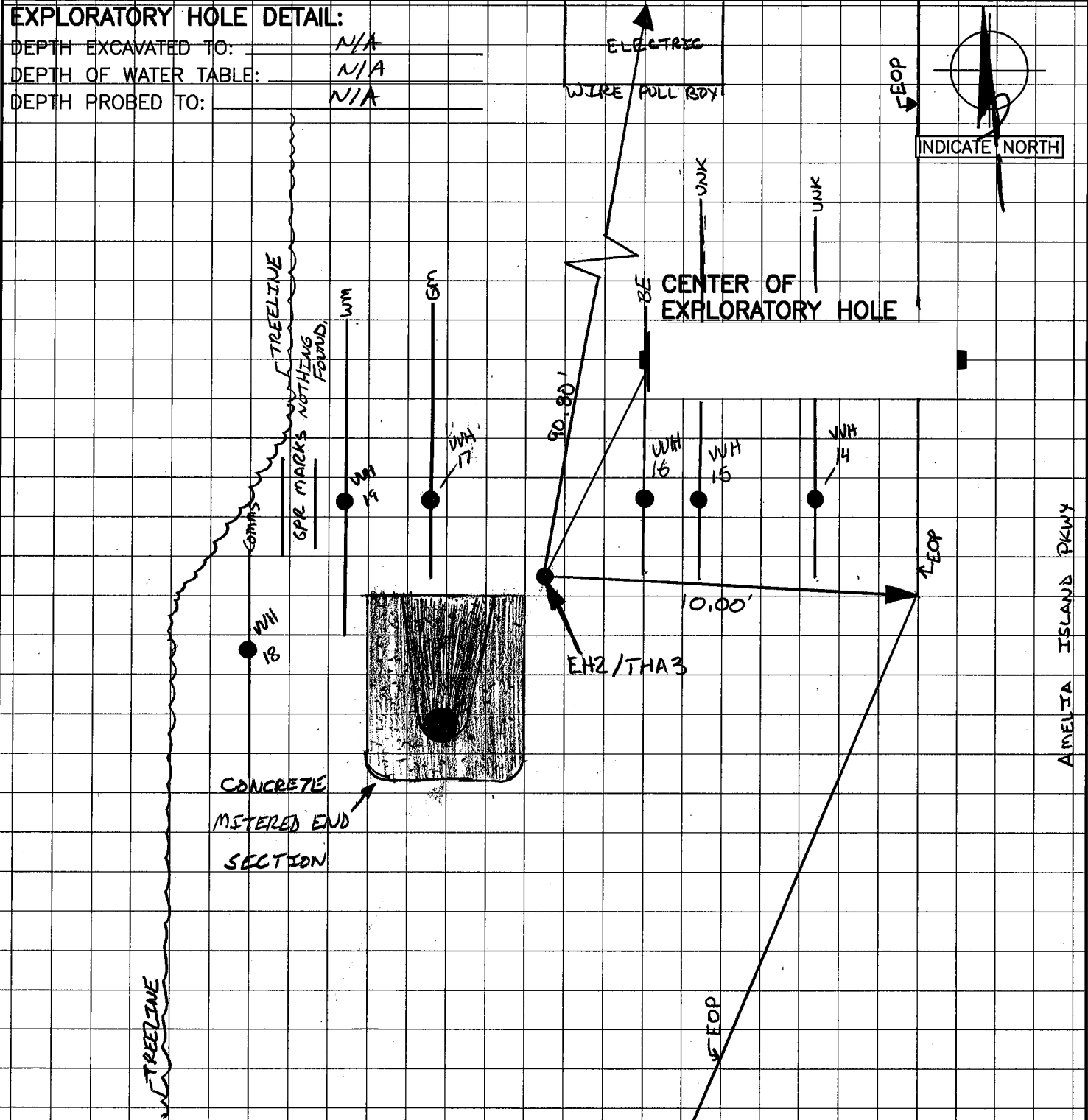
CAMERA #: 1 CREW: HIRES, KNIGHT, GOZMAN

PROJECT: AMELIA ISLAND PKWY DATE: 11/7/22 DRMP #: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 366 204860 F.P.N.#

HOLE#: EH2 POLE#: THA3 CONFLICT FOUND: VVH 14-19

INTERSECTION/ADDRESS: WEST SIDE OF AMELIA ISLAND PKWY 260' NORTH OF LYNNDALE RD. S.PLANE ZONE:



AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



EH 2



EH 2



EXPLORATORY VACUUM EXCAVATION RECORD

CAMERA #: 5

CREW: I. DUNHAM, J. MOTTOR, A. FRASIER

PROJECT: AMELIA ISLAND PKWY.

DATE: 11.4.2022

DRMP #: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 300205120

F.P.N.#

HOLE#: EL-3

POLE#: TH-7

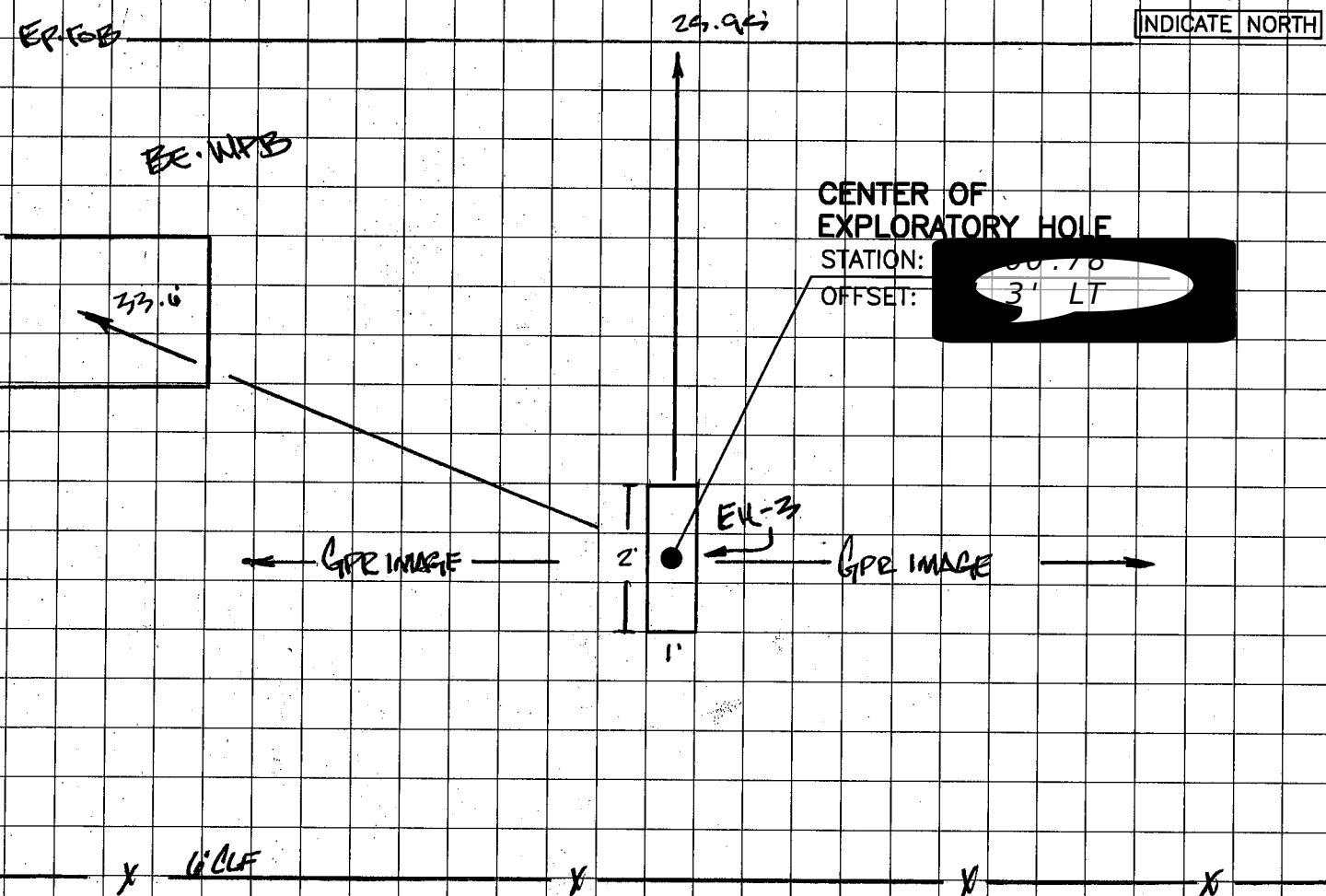
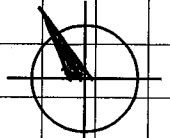
CONFLICT FOUND: NO UTILITY FOUND

INTERSECTION/ADDRESS: AMELIA ISLAND PKWY.

EXPLORATORY HOLE DETAIL:

DEPTH EXCAVATED TO:	2.5'
DEPTH OF WATER TABLE:	2.5'
DEPTH PROBED TO:	10'

AMELIA ISLAND PKWY.



NOTE: DUG 2x1' HOLE TO 2.5'. WATER WAS FILLING THE HOLE. WE PROBED TO 10'. NO UTILITY FOUND ON GPR IMAGE.

AIRPORT

AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



EH 3



EH 3



EXPLORATORY VACUUM EXCAVATION RECORD

CAMERA #: 1

CREW: HJRES, KNIGHT, GUZMAN, SAYON

PROJECT: AMELIA ISLAND PKWY

DATE: 11/4/22

DRMP #: 19-0007.004

CITY/COUNTY: NASSAU

ONE-CALL #: 306205027

F.P.N.#

HOLE#: EH4

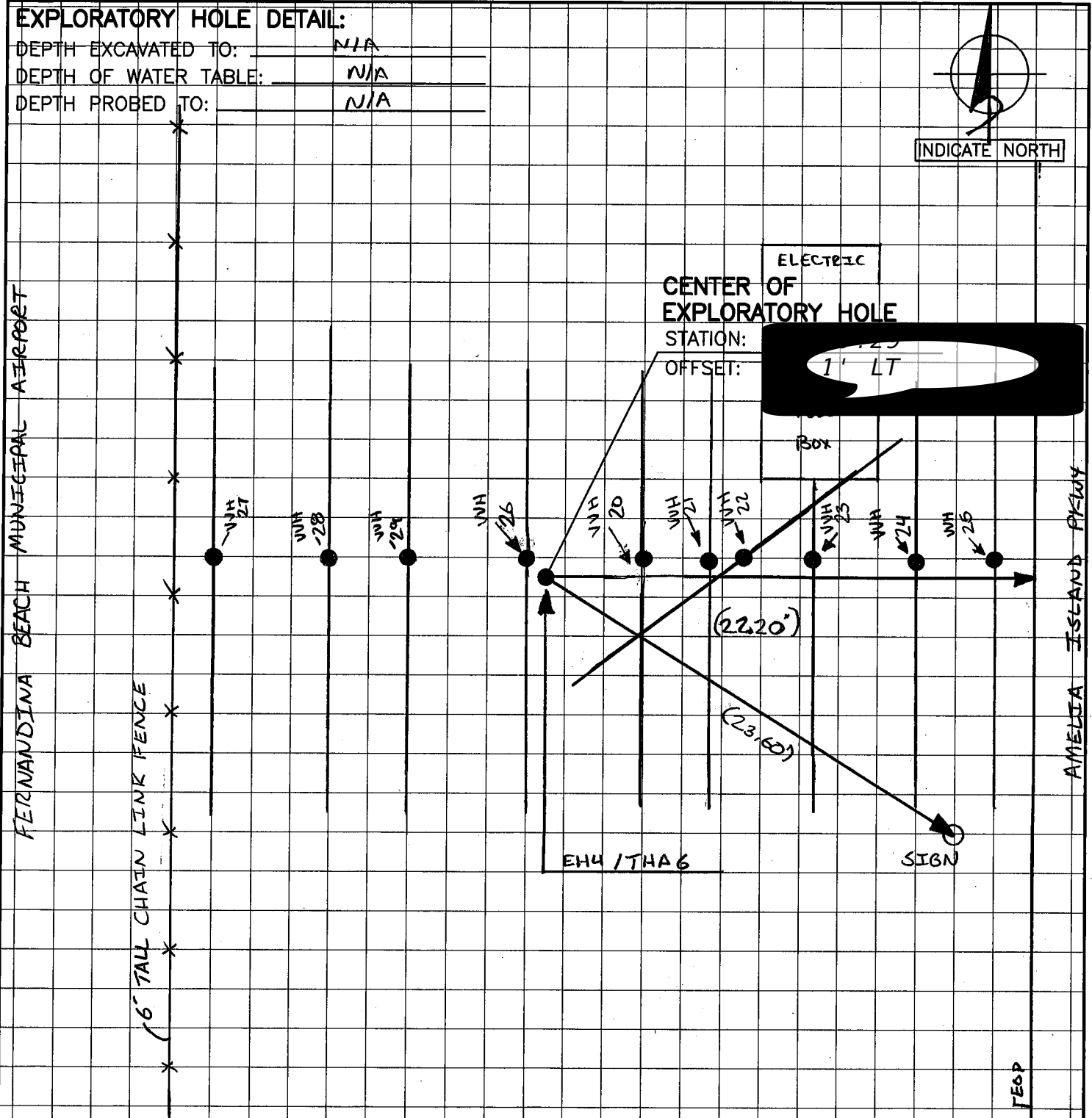
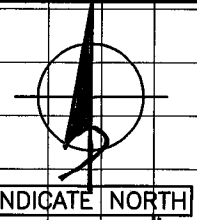
POLE#: THA 6

CONFLICT FOUND: WH 20-29

INTERSECTION/ADDRESS: WEST SIDE OF AMELIA ISLAND PKWY 1600'+/- NORTH OF LYNNDALE RD.

EXPLORATORY HOLE DETAIL:

DEPTH EXCAVATED TO:	N/A
DEPTH OF WATER TABLE:	N/A
DEPTH PROBED TO:	N/A



AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



EH 4



EH 4



EH 4



EH 4



EXPLORATORY VACUUM EXCAVATION RECORD

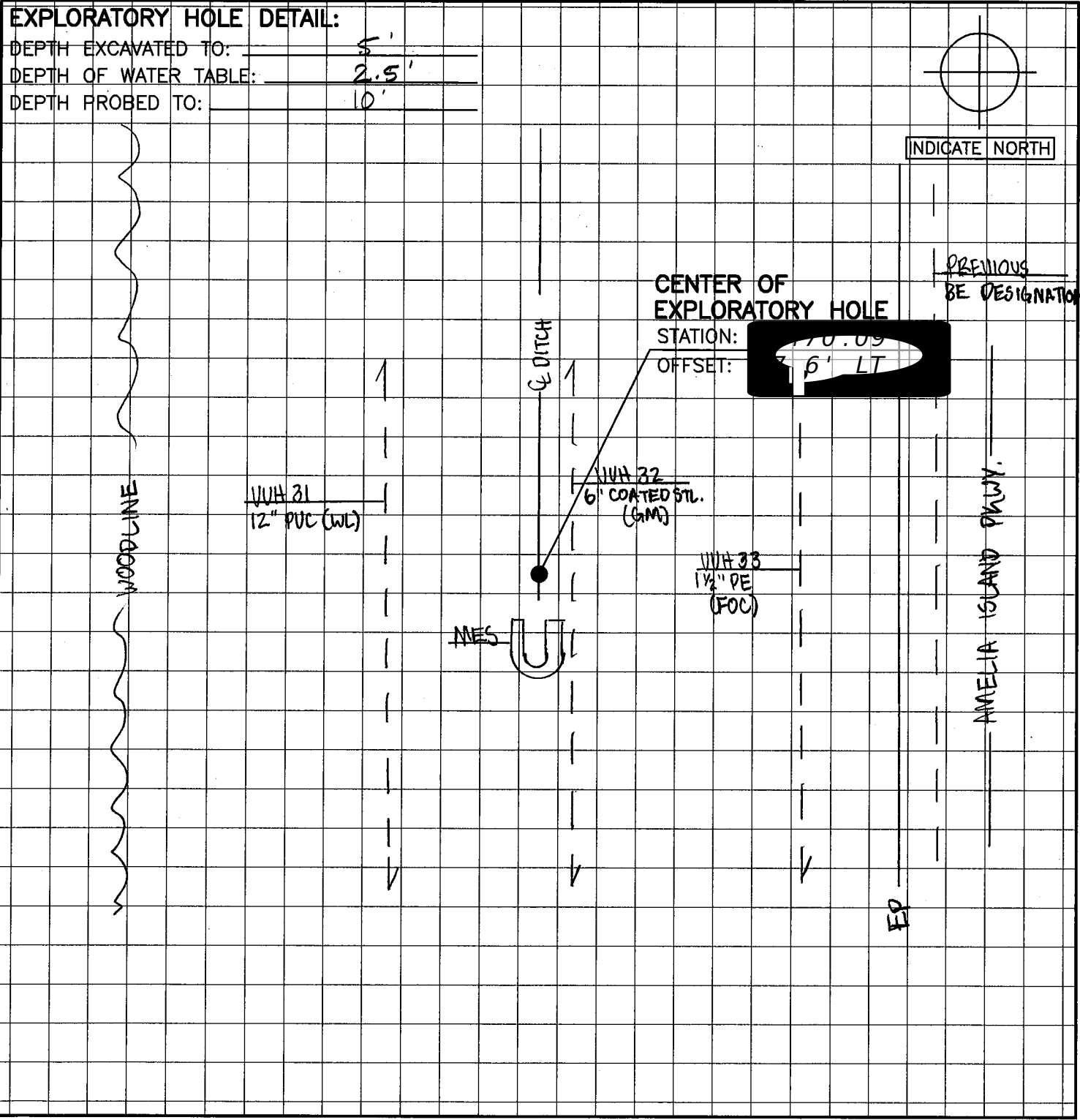
CAMERA #: 2 CREW: STUBBS, KNIGHT, SAXON

PROJECT: AMELIA ISLAND PKWY DATE: 11/8/2022 DRMP #: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204703 F.P.N.#

HOLE#: EHS POLE#: THA2 CONFLICT FOUND:

INTERSECTION/ADDRESS:



AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



EH 5



EH 5



EXPLORATORY VACUUM EXCAVATION RECORD

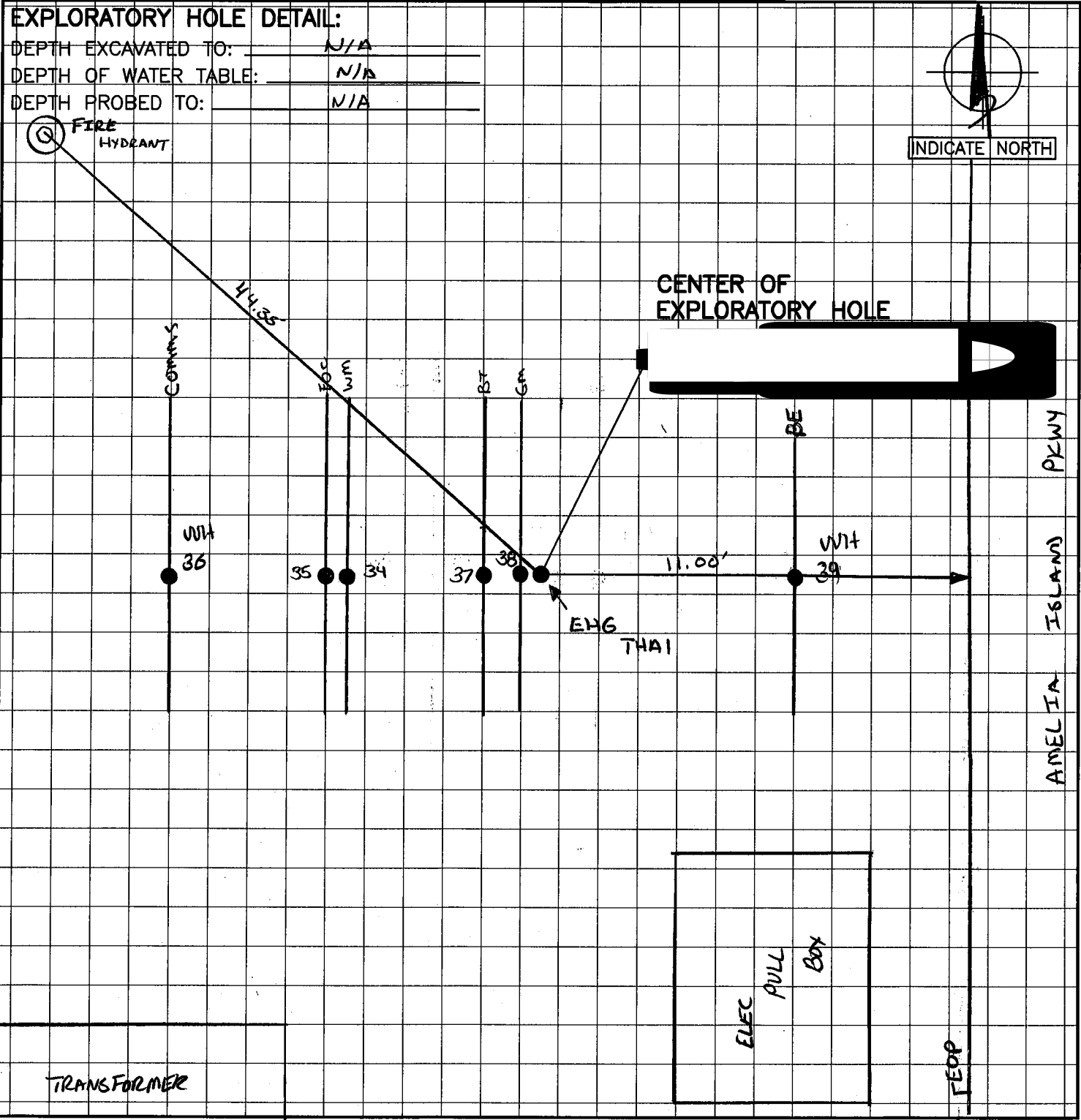
CAMERA #: 1 CREW: HIRES, KNIGHT, SAVON

PROJECT: AMELIA ISLAND PKWY DATE: 11/9/22 DRMP #: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306204497 F.P.N.#

HOLE#: EH6 POLE#: THA1 CONFLICT FOUND: VUH34-39

INTERSECTION/ADDRESS: SW CORNER OF AMELIA ISLAND PKWY + LYNNDALE RD. S.PLANE ZONE:



AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



EH 6



EH 6

EXPLORATORY VACUUM EXCAVATION RECORD



CAMERA #: 2 CREW: STUBBS, DUNHAM, MOTTOR, FRASIER

PROJECT: AMELIA ISLAND PKWY DATE: 11/3/22 DRMP #: 19-0007.004

CITY/COUNTY: NASSAU ONE-CALL #: 306205196 F.P.N.#

HOLE#: EH7 POLE#: THA 8 CONFLICT FOUND: VUH 5+6

INTERSECTION/ADDRESS: S.PLANE ZONE:

EXPLORATORY HOLE DETAIL:

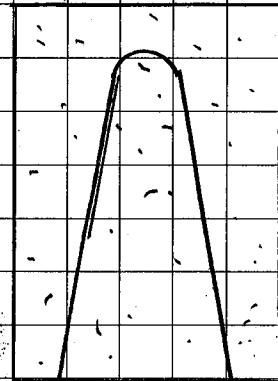
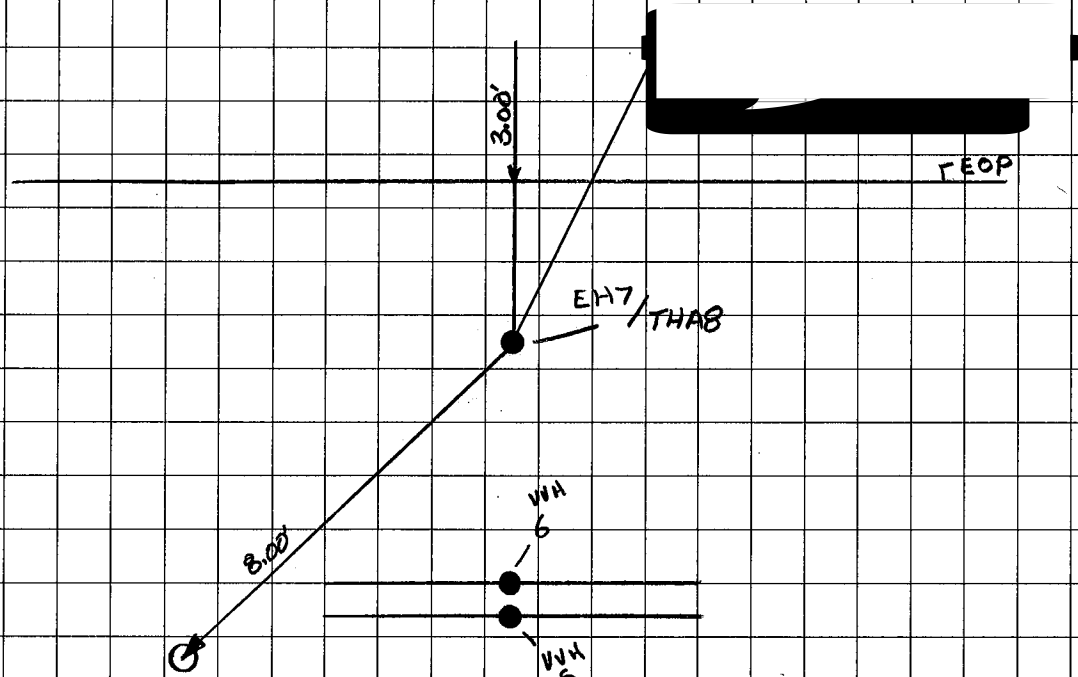
DEPTH EXCAVATED TO: 4'
DEPTH OF WATER TABLE: 4'
DEPTH PROBED TO: 10'



INDICATE NORTH

- AMELIA ISLAND PKWY -

CENTER OF EXPLORATORY HOLE



AMELIA ISLAND PARKWAY TRAIL

DRMP# 19-0007.004



EH 7



EH 7



EH 7

APPENDIX G

Utility Work Schedules

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

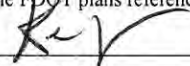
Financial Project ID: 437335-1-58-01	Federal Project ID:
State Road Number: N/A	County: Nassau
FDOT Plans Dated: 02/14/2023	District Document No.: 1

UTILITY AGENCY/OWNER (UAO)

Utility Company: Florida Public Utilities Company (Electric)			
UAO Project Rep: Kevin Walz	Phone: 904-430-5804	E-mail: kwalz@chpk.com	
UAO Field Rep: Shawn Volheim	Phone: 407-205-5219	E-mail: svolheim@pike.com	

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep.  Date 4/14/23
 Name Kevin Walz
 Title Manager, Electrical Operations

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. _____ Date / /
 Name Kevin Shoemaker
 Title Engineer, Transportation & Infrastructure Florida

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. _____ Date / /
 Name _____
 Title _____

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 95

Financial Project ID: 437335-1-58-01
Utility Company: Florida Public Utilities Company (Electric)
FDOT Plans Dated: 02/14/2023

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

- 1) Upon approval of the selected contractor FPUC requests a copy of the approved contractors CPM (critical path method) within 5 days of approval.
- 2) This UAO's poles scheduled to be removed will be removed within 30 days from when they are cleared by all joint users.
- 3) Any temporary bracing or holding of this UAO's poles, existing or proposed, required for construction will require thirty (30) working days advance notice by FDOT to this UAO's representative.
- 4) Any temporary relocation of this UAO's existing or proposed facilities that may require FDOT construction will require sixty (60) working days advance notice by FDOT to this UAO's representative.
- 5) Bucket Truck access must be maintained to all of this UAO's existing and proposed pole, pull box and switchgear locations throughout the duration of this projects constuction for maintenance and outage restoration, except for access blockages that are reasonably necessary to accomplish the project.
- 6) Florida Public Utilities Company (Electric) cannot remove old facilities until new facilities are energized and existing customer services have been relocated.
- 7) FPUC resources can also be affected by weather not directly contacting the Florida region as the company supports other companies in surrounding areas and states.
- 8) All FPUC facilities are energized at 12,470 v "Except as otherwise may be provided in Part C "Description of Utility Work" of this Utility Work Schedule, FPUC overhead electric facilities to remain energized and in place. Table A "Minimum Clearances Distances specified in Subpart CC of OSHA Rule 29 CFR Part 1926 (as they pertain to crane/derrick operation), and/or those minimum distances specified in CFR1910.33©(3) for work in proximity to power lines not covered by this Subpart CC", must be maintained. If minimum clearances outlined in the OSHA regulations set forth in the previous sentence than FPUC will require a thirty (30) working days advance notification in order to successfully de-energize these facilities in conflict so appropriate clearances can be maintained.
- 9) All normal relocation activities performed by this UAO are intended to be performed during normal working business hours unless other arrangements have been agreed to by FPUC and the Department. No night time relocation activities involving energized conductors or equipment will be performed, with the exception of outage restoration or other such emergency work (UAO's Safety Manual Regulation).

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Financial Project ID: 437335-1-58-01
Utility Company: Florida Public Utilities Company (Electric)
FDOT Plans Dated: 02/14/2023

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	During Const.
ROADWAY PLAN (2)								
1	Existing Termination Cabinet	59+89, 47' LT.	N/A	To remain in place and in service.	N/A	Phase 1	0	0
2	Proposed B.E. 12.47kV Conductor	59+89, 47' LT.	66+07, 25' RT.	To be installed	Act. 6	Phase 1	0	10
3	Existing B.E. 12.47kV Conductor	59+89, 47' LT.	64+98, 33' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
4	Existing Pullbox (24)	64+98, 33' LT.	N/A	To be removed	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
5	Existing B.E. 12.47kV Conductor	64+98, 33' LT.	69+91, 31' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
ROADWAY PLAN (3)								
6	Proposed Pullbox	66+07, 25' RT.	N/A	To be installed	ROW staked, cleared, grubbed, etc.	Phase 1	0	3
7	Proposed B.E. 12.47kV Conductor	66+07, 25' RT.	73+17, 24' RT.	To be installed	Act. 6 & 10	Phase 1	0	10
8	Existing Pullbox (23)	69+91, 31' LT.	N/A	To be removed	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
9	Existing B.E. 12.47kV Conductor	69+91, 31' LT.	75+12, 22' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
ROADWAY PLAN (4)								
10	Proposed Pullbox	73+17, 24' RT.	N/A	To be installed	ROW staked, cleared, grubbed, etc.	Phase 1	0	3

Financial Project ID: 437335-1-58-01
 Utility Company: Florida Public Utilities Company (Electric)
 FDOT Plans Dated: 02/14/2023

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
11	Proposed B.E. 12.47kV Conductor	73+17, 24' RT.	80+91, 25' RT.	To be installed	Act. 10 & 14	Phase 1	0	10
12	Existing Pullbox (22)	75+12, 22' LT.	N/A	To be removed	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
13	Existing B.E. 12.47kV Conductor	75+12, 22' LT.	80+18, 26' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
ROADWAY PLAN (5)								
14	Proposed Pullbox	80+91, 25' RT.	N/A	To be installed	ROW staked, cleared, grubbed, etc.	Phase 1	0	3
15	Proposed B.E. 12.47kV Conductor	80+91, 25' RT.	86+66, 21' RT.	To be installed	Act. 14 & 18	Phase 1	0	10
16	Existing Pullbox (21)	80+18, 26' LT.	N/A	To be removed	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
17	Existing B.E. 12.47kV Conductor	80+18, 26' LT.	85+16, 27' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
ROADWAY PLAN (6)								
18	Proposed Pullbox	86+66, 21' RT.	N/A	To be installed	ROW staked, cleared, grubbed, etc.	Phase 1	0	3
19	Proposed B.E. 12.47kV Conductor	86+66, 21' RT.	90+33, 30' LT.	To be installed	Act. 18 & 24	Phase 1	0	10
20	Existing Pullbox (20)	85+16, 27' LT.	N/A	To be removed	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
21	Existing B.E. 12.47kV Conductor	85+16, 27' LT.	90+33, 30' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1

Financial Project ID: 437335-1-58-01
Utility Company: Florida Public Utilities Company (Electric)
FDOT Plans Dated: 02/14/2023

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const. During Const.	
ROADWAY PLAN (7)								
22	Existing Pullbox (19)	90+33, 30' LT.	N/A	To be adjusted to final grade.	Final grade staked	Phase 1	0	3
23	Existing B.E. 12.47kV Conductor	90+33, 30' LT.	95+54, 27' LT.	To remain in place	N/A	Phase 1	0	0
ROADWAY PLAN (8)								
24	Existing Pullbox (18)	95+54, 27' LT.	N/A	To be adjusted to final grade.	Final grade staked	Phase 1	0	3
25	Proposed B.E. 12.47kV Conductor	95+54, 27' LT.	103+25, 53' LT.	To be installed	Act. 24 & 28	Phase 1	0	10
26	Existing B.E. 12.47kV Conductor	95+54, 27' LT.	101+10, 55' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
ROADWAY PLAN (9)								
27	Proposed Pullbox	103+25, 53' LT.	N/A	To be installed	ROW staked, cleared, grubbed, etc.	Phase 1	0	3
28	Existing B.E. 12.47kV Conductor	101+98, 57' LT.	N/A	To remain in place	N/A	Phase 1	0	0
29	Existing Pullbox (17)	101+10, 55' LT.	N/A	To be removed	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1
30	Existing B.E. 12.47kV Conductor	101+10, 55' LT.	101+98, 57' LT.	To be placed out of service	Act. 2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 24, 25, & 27	Phase 1	0	1

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

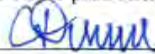
Financial Project ID: 437335-1-58-01	Federal Project ID: D219-049B
State Road Number: N/A	County: Nassau
FDOT Plans Dated: 02-14-2023	District Document No.: 1

UTILITY AGENCY/OWNER (UAO)

Utility Company: Florida Public Utilities - Gas			
UAO Project Rep: Colin Dunn	Phone: 386-785-4554	E-mail: cdunn@chpk.com	
UAO Field Rep: Ron Stafford	Phone: 386-747-8700	E-mail:	

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep.  Date 3/1/23

Name Colin Dunn

Title Operations Assistant

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. _____ Date / /

Name Kevin Shoemaker, P.E.

Title Project Manager

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. _____ Date / /

Name _____

Title _____

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: Days during FDOT project construction: 15

Financial Project ID: 437335-1-58-01
Utility Company: Florida Public Utilities - Gas
FDOT Plans Dated: 02-14-2023

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

1. Unless otherwise noted on pages 3 through 5 of this Utility Work Schedule, All natural gas utilities owned by Florida Public Utilities Company (FPUC) that are existing within the limits of the subject project and corridor, shall remain in existing alignment, Hot, Live and Active during construction. Roadway contractor shall strictly adhere to the damage prevention requirements established by Chapter 556 of the Florida Statutes.
2. FPUC representatives must be present when construction activities are within 5-feet (horizontally and vertically) of buried gas mains. Please provide 24- hour notice of such construction to FPUC.
3. Emergency number for nights, weekends, and FPUC Holidays is 1-800-427-7712.
4. In case of Emergency, Contractor shall notify the County, FPUC and the Fire Department immediately.
5. 6" plastic gas main relocation is proposed as a during construction activity. Roadway contractor shall contact FPUC as early as practical to coordinate said efforts

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 437335-1-58-01
Utility Company: _____
FDOT Plans Dated: 02-14-2023

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
1	GAS MAIN, 6" PLASTIC	101+30, 42' LT BL SURVEY AMELIA ISLAND PKWY	101+31, 53' LT BL SURVEY AMELIA ISLAND PKWY	INSTALL VERTICAL OFFSET ON EXISTING 6"PE 60 PSIG MAOP GAS MAIN TO CLEAR CONFLICT WITH STORM PIPE BTWN S-13 AND S-14	TCP SETUP + STORM PIPE STAKING	(TCP FOR WORK AREA)		4
2	GAS MAIN, 6" PLASTIC	101+30, 42' LT BL SURVEY AMELIA ISLAND PKWY	101+31, 53' LT BL SURVEY AMELIA ISLAND PKWY	PLACE OUT-OF-SERVICE EXISTING 6"PE 60 PSIG MAOP GAS MAIN TO CLEAR CONFLICT WITH STORM PIPE BTWN S-13 AND S-14	TCP SETUP + STORM PIPE STAKING	(TCP FOR WORK AREA)		1
3	GAS MAIN, 6" HIGH PRESSURE STEEL	79+95, 40' LT BL SURVEY AMELIA ISLAND PKWY	80+25, 40' LT BL SURVEY AMELIA ISLAND PKWY	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL 150 PSIG MAOP GAS MAIN AS NEEDED	TCP SETUP + EXCAVATION AND GRADING FOR EXPOSURE OF GAS MAIN (IF APPLICABLE)	(TCP FOR WORK AREA)		1
4	GAS MAIN, 6" HIGH PRESSURE STEEL	69+00, 38' LT BL SURVEY AMELIA ISLAND PKWY	69+00, 38' LT BL SURVEY AMELIA ISLAND PKWY	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL 150 PSIG MAOP GAS MAIN AS NEEDED	TCP SETUP + EXCAVATION FOR S-5 AND EXPOSURE OF GAS MAIN (IF APPLICABLE)	(TCP FOR WORK AREA)		1
5	GAS MAIN, 6" HIGH	66+01, 37' LT BL SURVEY AMELIA	66+01, 37' LT BL SURVEY AMELIA	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL	TCP SETUP + EXCAVATION FOR S-4 AND EXPOSURE	(TCP FOR		1

Financial Project ID: 437335-1-58-01
 Utility Company: _____
 FDOT Plans Dated: 02-14-2023

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
	PRESSURE STEEL	ISLAND PKWY	ISLAND PKWY	150 PSIG MAOP GAS MAIN AS NEEDED	OF GAS MAIN (IF APPLICABLE)	WORK AREA)		
6	GAS MAIN, 6" HIGH PRESSURE STEEL	64+40, 36' LT BL SURVEY AMELIA ISLAND PKWY	64+40, 36' LT BL SURVEY AMELIA ISLAND PKWY	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL 150 PSIG MAOP GAS MAIN AS NEEDED	TCP SETUP + EXCAVATION FOR S-3 AND EXPOSURE OF GAS MAIN (IF APPLICABLE)	(TCP FOR WORK AREA)		1
7	GAS MAIN, 6" HIGH PRESSURE STEEL	62+70, 35' LT BL SURVEY AMELIA ISLAND PKWY	62+70, 35' LT BL SURVEY AMELIA ISLAND PKWY	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL 150 PSIG MAOP GAS MAIN AS NEEDED	TCP SETUP + EXCAVATION FOR S-2 AND EXPOSURE OF GAS MAIN (IF APPLICABLE)	(TCP FOR WORK AREA)		1
8	GAS MAIN, 6" HIGH PRESSURE STEEL	60+00, 31' LT BL SURVEY AMELIA ISLAND PKWY	60+00, 31' LT BL SURVEY AMELIA ISLAND PKWY	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL 150 PSIG MAOP GAS MAIN AS NEEDED	TCP SETUP + EXCAVATION FOR S-1 AND EXPOSURE OF GAS MAIN (IF APPLICABLE)	(TCP FOR WORK AREA)		1
9	GAS MAIN, 6" HIGH PRESSURE STEEL	66+50, 36' LT BL SURVEY AMELIA ISLAND PKWY	67+50, 38' LT BL SURVEY AMELIA ISLAND PKWY	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL 150 PSIG MAOP GAS MAIN AS NEEDED	TCP SETUP + EXCAVATION FOR STORM PIPE AND EXPOSURE OF GAS MAIN (IF APPLICABLE)	(TCP FOR WORK AREA)		1
10	GAS MAIN, 6" HIGH PRESSURE STEEL	60+50, 32' LT BL SURVEY AMELIA ISLAND PKWY	61+00, 32' LT BL SURVEY AMELIA ISLAND PKWY	PROTECT AND WRAP EXISTING HIGH PRESSURE 6" STEEL 150 PSIG MAOP GAS MAIN AS NEEDED	TCP SETUP + EXCAVATION FOR STORM PIPE AND EXPOSURE OF GAS MAIN (IF APPLICABLE)	(TCP FOR WORK AREA)		1

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

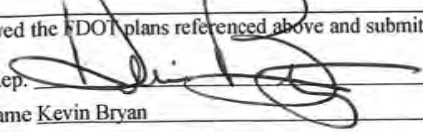
Financial Project ID: 437335-1-58-01	Federal Project ID: N/A
State Road Number: Amelia Island Parkway	County: Nassau
FDOT Plans Dated: 6/13/2022 (90%)	District Document No.: N/A

UTILITY AGENCY/OWNER (UAO)

Utility Company: AT&T Florida		
UAO Project Rep: PK Patel	Phone: 904 699-4976	E-mail: pp5963@att.com
UAO Field Rep: Ron Bird	Phone: 904 303-8190	E-mail: rb2130@att.com

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep.  Date 3/2/23

Name Kevin Bryan

Title Area Manager, OSP Plng & Eng Design

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. _____ Date / /

Name: Kevin Shoemaker, P.E.

Title: Engineer of Record

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. _____ Date / /

Name: Robert Companion, P.E.

Title D2 Utilities Administrator

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 35

Financial Project ID: 437335-1-58-01
Utility Company: AT&T Florida
FDOT Plans Dated: 6/13/2022 (90%)

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

- 1) AT&T normal working hours are five (5) day work week, Monday thru Friday, 8 hours a day. Any request for work activities outside that time frame will need to be coordinated at least one week in advance of required work.
- 2) Hold/Guard/Protect may include the use of Sheeting, Shoring & Bracing of AT&T Florida facilities by AT&T Florida Master Contractor and should be decided upon by AT&T Florida field representatives in coordination with FDOT's Contractor on a case by case basis.
- 3) Expose & Adjust activity will include AT&T Florida Master Contractor physically exposing the underground facilities and adjusting the facilities horizontally and/or vertically to aid construction.
- 4) This Utility Work Schedule is contingent on weather / storms which affect AT&T Florida's construction personnel. AT&T Florida resources can also be affected by weather not directly contacting the Florida region as the company supports other states & other AT&T districts in florida.
- 5) AT&T Florida requests access by AT&T Florida vehicles, equipment & personnel to all facilities within the limits of this project as may be required for normal and emergency operation and maintenance of existing and proposed facilities.
- 6) All cable damages must be reported to the repair department at 1.877.737.2478.
- 7) All correspondence and coordination herein is with regards to BellSouth Telecommunications, LLC d/b/a AT&T Florida (AT&T-D) which is not affiliated with or responsible for facilities owned and managed by AT&T CORP (AT&T-T). Any questions with regards to AT&T-T facilities should be addressed to "inquiries@pea-inc.net."

Financial Project ID: 437335-1-58-01
Utility Company: AT&T Florida
FDOT Plans Dated: 6/13/2022 (90%)

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

Definitions:

Locating: The use of test holes by vacuum excavation or comparable non-destructive equipment at critical points along a subsurface utility facility's path thus exposing the underground facility and allowing the precise measurements of the depth and horizontal position to be made.

Designating: Utilizing electromagnetic, magnetic, sonic, and other energy fields for determining the existence and approximate horizontal location of underground utility facilities. Underground facilities will be marked by stakes, flags, paint or other suitable materials in varying combinations dependent upon surface conditions using American Public Works Association Utility Location Coordination Council Color Codes.

Protect: Shall include, but not be limited to, permittee's use of an onsite representative during active construction operations. During excavation operations, representatives may be required to physically expose underground facilities, provide any necessary support to the facilities, and/or cover aerial facilities as deemed necessary to aid construction.

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

Financial Project ID: 437335-1-58-01
 Utility Company: AT&T Florida
 FDOT Plans Dated: 6/13/2022 (90%)

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
1				ENGINEERING (DESIGN)	N/A	N/A		
2				PERMITTING	N/A	N/A		15
3				MATERIAL PROCUREMENT	N/A	N/A		
				Existing Facilities				
4	Buried BT-COP-300	60+00 33' LT	60+00 33' LT	Expose/Support/Adjust/ Protect BT-COP-300 close to Drainage Structure S-1	Road Contractor providing drainage staking and cut depths in area of potential conflict.	N/A	0	5
5	Buried BT-FIB-048	62+71 40' LT	63+20 42' LT	Expose/Support/Adjust/ Protect BT-FIB-048 close to Drainage Structure S-2	Road Contractor providing drainage staking and cut depths in area of potential conflict.	N/A	0	5
6	Buried BT-FIB-216	80+00 42'LT	80+00 42'LT	Expose/Support/Adjust/ Protect BT-FIB-216 close to the Drainage Mitered End	Road Contractor providing drainage staking and cut depths in area of potential conflict.	N/A	0	5
7	Buried BT-FIB-048	101+32 48' LT	101+32 48' LT	Expose/Support/Adjust/ Protect BT-FIB-048 crossing proposed 24" RCP installation	Road Contractor providing drainage staking and cut depths in area of potential conflict.	N/A	0	5

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION


Financial Project ID: 437334-1-58-01 437335-1-58-01	Federal Project ID: D219 048 B D219 049 B
State Road Number: N/A	County: Nassau
FDOT Plans Dated: 03/12/2021 01/25/2023	District Document No.: 1

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Fernandina Beach		
UAO Project Rep: City Manager Andre Desilet	Phone: 904-310-3431	E-mail: adesilet@fbfl.org
UAO Field Rep:	Phone:	E-mail:

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep.  Date 3 / 31 / 2023
 Name Mark K. Foxworth
 Title Interim City Manager

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. _____ Date / /
 Name Kevin Shoemaker
 Title Engineer, Transportation & Infrastructure Florida

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. _____ Date / /
 Name _____
 Title _____

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: _____ Days during FDOT project construction: _____

Financial Project ID: ~~437334-1-58-01~~ 437335-1-58-01
Utility Company: City of Fernandina Beach
FDOT Plans Dated: ~~03/12/2021~~ 01/25/2023

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS



Financial Project

ID: ~~437334-1-58-01~~ 437335-1-58-01

Utility Company: City of Fernandina Beach

FDOT Plans Dated: ~~03/12/2021~~ 01/25/2023

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
1	Water main, 12", in use	56+27/30' LT	62+63/35' LT	Locate and protect		Phase 1		1
2	Water main, 12", in use	62+63/35' LT	66+05/35' LT	Adjust/Relocate		Phase 1	90	
3	Water main, 12", in use	66+05/35' LT	103+00/30' LT	Locate and protect		Phase 1		1
4	Water main valve	60+32/24' LT		Adjust/Relocate to match final grade		Phase 1		1
5	Water main valve	60+33/37' LT		Adjust/Relocate to match final grade		Phase 1		1
6	Water main valve	60+40/33' LT		Adjust/Relocate to match final grade		Phase 1		1
7	Water main valve	66+39/44' LT		Adjust/Relocate to match final grade		Phase 1		1
8	Water main valve	66+42/48' LT		Adjust/Relocate to match final grade		Phase 1		1
9	Water main valve	66+48/45' LT		Adjust/Relocate to match final grade		Phase 1		1
10	Water main, 8", in use	73+97/40' LT	73+97/16' LT	Not City owned facility, 4" FM in casing. Locate and Protect		Phase 1		1
11	Water main valve	76+09/36' LT		Adjust/Relocate to match final grade		Phase 1		1
12	Water marker	76+11/36' LT		Adjust/Relocate to match final grade		Phase 1		1
13	Water main valve	76+12/33' LT		Adjust/Relocate to match final grade		Phase 1		1
14	Water main, 8", in use	76+12/40' LT	76+12/16' LT	Locate and Protect		Phase 1		1
15	Water main valve	76+15/36' LT		Adjust/Relocate to match final grade		Phase 1		1

Financial Project

ID: ~~437334-1-58-01~~ 437335-1-58-01

Utility Company: City of Fernandina Beach

FDOT Plans Dated: ~~03/12/2021~~ 01/25/2023

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/ Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
16	Water marker	77+56/44' LT		Adjust/Relocate to match final grade		Phase 1		1
17	Water marker	84+30/44' LT		Adjust/Relocate to match final grade		Phase 1		1
18	Water marker	101+13/62' LT		Adjust/Relocate to match final grade		Phase 1		1
19	Water main	101+13/62' LT	101+13/38' LT	Locate and Protect		Phase 1		1

UTILITY WORK SCHEDULE

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

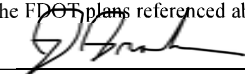
Financial Project ID: 437335-1	Federal Project ID:
State Road Number: AMELIA ISLAND PKWY TRL SEG 2	County: <i>nassau</i>
FDOT Plans Dated: November 20, 2020	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: COMCAST		
UAO Project Rep: JAMES GRAHAM	Phone: 9045096472	E-mail: JAMES_GRAHAM@CABLE.COMCAST.COM
UAO Field Rep: JAMES GRAHAM	Phone: 9045096472	E-mail: JAMES_GRAHAM@CABLE.COMCAST.COM

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep.  Date 2/19/23
 Name JAMES GRAHAM
 Title PC

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. _____ Date / /
 Name Kevin Shoemaker, PE
 Title Engineer of Record

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. _____ Date / /
 Name _____
 Title _____

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: _____ Days during FDOT project construction: _____

Financial Project ID: 437335-1
Utility Company: : COMCAST
FDOT Plans Dated: November 20, 2020

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

1. PRIOR TO CONSTRUCTION: UAO representative shall be invited to the Pre-Utility and/or Pre-Construction meetings.
2. PRIOR TO CONSTRUCTION: COMCAST request the FDOT Contractor to meet with COMCAST personnel in the field. To determine if the signs identified in "Section C" will require a "Locate/Protect and Designate". This will allow COMCAST time to make any adjustments in advance that may need to made to this Comcast Facility. This meeting will need to take place once the station markers have been installed, allowing the sign locations to be marked. Please call (James Graham) 3 days in advance to set this meeting.
3. DURING CONSTRUCTION: COMCAST will coordinate with the FDOT Roadway Contractor (and any Subcontractors) and Engineering to allow the UAO personnel to access all facilities within the project limits. This will be for normal/emergency operation and/or routine maintance of UAO facilities
4. DURING CONSTRUCTION: In the event damage occurs to any of Comcast facilities the Roadway Contractor shall:
 - a. Call COMCAST (904) 509-6472
 - b. Notify UAO Project Representative (James Graham)
 - c. Issue Cut/Damage Report to FDOT
5. DURING CONSTRUCTION: COMCAST will "Locate & Protect" facilities per the FDOT Contractors Request. COMCAST ask the FDOT Contractor to notify (James Graham) 72 hrs in advance of needing these facilities located. Regular Business hours which are Monday thru Friday 8am to 5pm.

Definitions:

Locating: The use of test holes by vacuum excavation or comparable non-destructive equipment at critical point along a subsurface utility facility's path thus exposing the underground facility and allowing the precise measurements of the depth and horizontal position to be made.

Designating: Utilizing electromagnetic, magnetic, sonic, and other energy fields for determining the existence and approximate horizontal location of underground utility facilities. Underground facilities will be marked by stakes, flags, paint or other suitable materials in varying combinations dependent upon surface conditions using American Public Works Association Utility Location Coordination Council Color Codes.

Protect: Shall include, but not be limited to, permittee's use of an onsite representative during active construction operations. During excavation operations, Representative may be required to physically expose underground facilities, provide any necessary support to the Facilities, and/or cover aerial facilities as deemed necessary to aid construction.

APPENDIX H

Permits



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

May 15, 2023

Robert Companion
Nassau County Engineering Services
96161 Nassau Pl
Yulee, FL 32097-8625

SUBJECT: 128444-3
Amelia Island Multi-Use Path Extension

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on May 15, 2023. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bourmique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Cole Oliver
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.


Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Wes Markham
STV
5200 Belfort Rd
Ste 400
Jacksonville, FL 32256-6054

Ken Ceglady
ERS
3550 Saint Johns Bluff Rd S
Jacksonville, FL 32224-3618

Sara Heuler

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 128444-3 **DATE ISSUED:** May 15, 2023

PROJECT NAME: Amelia Island Multi-Use Path Extension

A PERMIT AUTHORIZING:

Minor Modification of Permit No. IND-089-128444-2 for Amelia Island Multi-Use Path Extension to include the construction and operation of a 2.5-acre project as per plans received by the District on April 21, 2023.

LOCATION:

Section(s): 15, 22, 14, 12, Township(s): 2N Range(s): 28E
23, 13 1N 29E
38, 39 1N 28E
1, 43

Nassau County

Receiving Water Body:

Name	Class
Atlantic Ocean, Intracoastal Waterway	III Marine

ISSUED TO:

Nassau County Engineering Services
96161 Nassau Pl
Yulee, FL 32097-8625

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated May 15, 2023

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Everett Frye
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 128444-3
Amelia Island Multi-Use Path Extension
DATED May 15, 2023

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, 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.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. 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 installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be 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), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

- b. For all other activities — “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and

- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
 14. 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. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
 19. This permit for construction will expire five years from the date of issuance.
 20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
 21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant

associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. The Surface Water Management System shall be constructed as per plans received by the District on April 23, 2023.
23. This permit does not authorize impacts to wetlands or other surface waters.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwm.com (preferred method) or send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwm.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.)**

If you wish to do so, please visit http://www.sjrwm.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

APPENDIX I

**General Information and Insurance
Requirements**

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Vendor/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	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/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
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors 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	\$2,000,000
Aggregate Limit	\$2,000,000

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella 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 and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **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, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor 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 Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Exhibit A
FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 (1) Withholding monthly progress payments;
 (2) Assessing sanctions;
 (3) Liquidated damages; and/or
 (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SECTION 00 41 15

BID FORM

PROJECT IDENTIFICATION: Amelia Island Trail Segment 2
Bid Number NC24-003R-ITB
Nassau County, Florida

BID DEADLINE: September 25, 2024 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): CGC, Inc.
Business address: 7036 12th Street W., Jacksonville, FL 32220
Phone No.: (904) 783-4119 Fax No.: (904) 783-3401
Contact Name: Richard C. Gaskin, Jr.
Contact Title: President
Contact email address: office@cgccivil.com

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the County.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 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 5.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- I. Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

BID TAB

Pay Item	Description	Unit	Quantity Total	Unit Price	Item Cost
101 1	MOBILIZATION	LS	1.00	\$1,064,406.20	\$1,064,406.20
102 1	MAINTENANCE OF TRAFFIC	LS	1.00	\$157,772.00	\$157,772.00
0104 10 3	SEDIMENT BARRIER	LF	751.00	\$10.00	\$7,510.00
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2.00	\$2,500.00	\$5,000.00
0110 1 1	CLEARING & GRUBBING 43733515801	AC	2.79	\$2,000.00	\$5,580.00
0120 1	REGULAR EXCAVATION	CY	1,809.00	\$15.00	\$27,135.00
0120 6	EMBANKMENT	CY	1,382.00	\$30.00	\$41,460.00
0160 4	TYPE B STABILIZATION	SY	2,322.00	\$26.00	\$60,372.00
0285 701	OPTIONAL BASE, BASE GROUP 01	SY	14.00	\$200.00	\$2,800.00
0285 706	OPTIONAL BASE, BASE GROUP 06	SY	761.00	\$50.00	\$38,050.00
0285 710	OPTIONAL BASE, BASE GROUP 10 (4 1/2 INCH B-12.5 + 4 INCH OF OPTIONAL GRANULAR SUBBASE)	SY	4,443.00	\$75.00	\$333,225.00
0327 70 8	MILLING EXISTING ASPHALT PAVEMENT, 2 1/2" AVG DEPTH	SY	193.00	\$30.00	\$5,790.00
0334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	366.50	\$210.00	\$76,965.00
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	78.20	\$337.00	\$26,353.40
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	52.90	\$366.00	\$19,361.40
0400 0 11	CONCRETE CLASS NS, GRAVITY WALL	CY	391.80	\$1,200.00	\$470,160.00
0425 1531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	EA	10.00	\$8,760.00	\$87,600.00
0425 1551	INLETS, DT BOT, TYPE E, <10'	EA	1.00	\$7,800.00	\$7,800.00
0425 2 91	MANHOLES, J-8, <10'	EA	1.00	\$9,480.00	\$9,480.00
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	5.00	\$500.00	\$2,500.00
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	9.00	\$600.00	\$5,400.00
0430175224	PIPE CULVERT,OPTIONAL MATERIAL,OTHER SHAPE-ELIP/ARCH, 24"S/CD	LF	2,358.00	\$247.00	\$582,426.00
0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	1.00	\$9,120.00	\$9,120.00

Pay Item	Description	Unit	Quantity Total	Unit Price	Item Cost
0430 830	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE	CY	12.00	\$500.00	\$6,000.00
0430984629	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 24" SD	EA	2.00	\$5,500.00	\$11,000.00
0515 1 1	PIPE HANDRAIL - GUIDERAIL, STEEL	LF	1,903.00	\$86.00	\$163,658.00
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	39.00	\$88.00	\$3,432.00
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	5.00	\$975.00	\$4,875.00
0524 2 2	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 4"	SY	52.00	\$241.00	\$12,532.00
0527 2	DETECTABLE WARNINGS	SF	223.00	\$64.00	\$14,272.00
0570 1 2	PERFORMANCE TURF, SOD	SY	8,038.00	\$4.50	\$36,171.00
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	19.00	\$388.00	\$7,372.00
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	6.00	\$260.00	\$1,560.00
0700 1 60	SINGLE POST SIGN, REMOVE	AS	6.00	\$65.00	\$390.00
0705 10 2	OBJECT MARKER, TYPE 2	EA	1.00	\$144.00	\$144.00
0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	EA	8.00	\$117.00	\$936.00
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	515.00	\$6.00	\$3,090.00
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	112.00	\$12.00	\$1,344.00
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	4.00	\$105.00	\$420.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.184	\$15,000.00	\$2,760.00
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.035	\$15,000.00	\$525.00

BASE BID TOTAL

\$ 3,316,747.00

(Figures)

Three Million Three Hundred Sixteen Thousand Seven Hundred Forty Seven Dollars Zero Cents

(Use Words)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 13.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 13.03.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 **280** calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions within **30** calendar days from the date of substantial completion. Total contract time shall be **310** calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal **310** calendar days.

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. Drug-Free Workplace Certificate (Section 00 45 20)
- F. Public Entity Crimes Statement (Section 00 45 30)
- G. Statement of Disputes, Litigation & Surety Completion (Section 00 45 35)
- H. LAP Certification of Current Capacity (525-010-46)
- I. LAP Certification for Disclosure of Lobbying Activities (375-030-33)
- J. LAP Disclosure of Lobbying Activities (375-030-34)
- K. LAP Non-collusion Declaration (575-060-13)
- L. LAP Certification Regarding Debarment, Etc. (373-030-32)
- M. Additional LAP Provisions

- 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.

[Remainder of the page is intentionally blank.]

SUBMITTED on September 25, 2024.

State Contractor License No. CGC1524573 / P15000050530

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: CGC, Inc.

(SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): S-Corporation

By: 
(Signature - attach evidence of authority to sign)

Name (typed or printed): Richard C. Gaskin, Jr.

Title: President / Corp. Secretary

(CORPORATE SEAL)

Richard C. Gaskin, Vice President / Assistant Secretary

Attest 
(Signature of Corporate Secretary)

Business address: 7036 12th Street W., Jacksonville, FL 32220

Phone No.: (904) 783-4119

Fax No.: (904) 783-3401

Date of Qualification to do business is June 10, 2015

A Joint Venture

~~Joint Venturer Name: _____~~

~~By: _____~~
(Signature of joint venture partner - attach evidence of authority to sign)

~~Name (typed or printed): _____~~

~~Title: _____~~

~~Business address: _____~~

~~Phone No.: _____ Fax No.: _____~~

~~Joint Venturer Name: _____~~

~~By: _____~~
(Signature of joint venture partner - attach evidence of authority to sign)

~~Name (typed or printed): _____~~

~~Title: _____~~

~~Business address: _____~~

~~Phone No.: _____ Fax No.: _____~~

Phone and FAX Number, and Address for receipt of official communications:

Ph (904) 783-4119, Fax (904) 783-3401
7036 12th Street W., Jacksonville, FL 32220

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

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): CGC, Inc.
7036 12th Street W.
Jacksonville, FL 32220

SURETY (Name and Address of Principal Place of Business):
SirusPoint America Insurance Company

1 World Trade Cntr., 285 Fulton St., 47th Fl Ste. 47J, New York, NY 10007

OWNER (Name and Address):
Board of County Commissioners Nassau County, Florida
96135 Nassau Place, Suite 1 Yulee, Florida 32097

BID

Bid Due Date: 09/25/2024

Project (Brief Description Including Location): NC24-003R-ITB Amelia Island Trail Segment 2
Nassau County, Florida

BOND

Bond Number: TBD

Date (Not later than Bid due date): TBD

Penal Sum: FIVE Percent of amount bid 5%
(Words) (Figures)

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

BIDDER

CGC, Inc.
Richard C. Gaskin, Jr. (Seal)

Bidder's Name and Corporate Seal

By: [Signature], President
Signature and Title

Richard C. Gaskin
Attest: [Signature], Vice President
Signature and Title

SURETY

SirusPoint America Insurance Company (Seal)

Surety's Name and Corporate Seal

By: Paul A. Locascio
Signature and Title Paul A. Locascio, Attorney-in-Fact & Fla. Resident Agent

(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Witness

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

WALFWB01_0523

**POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK**

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Benjamin H. French, Brenda Waldorff Neill, K. Wayne Walker L. Dale Waldorff, Rebekah F. Sharp, Ronald J Hays, Trava Ridlon, William Scott Neill, Paul A. Locascio, Joshua T. Morgan, Kyle F. Fuller, Heather Hudgins

its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By: Melissa J. Ralph
Melissa J. Ralph
Secretary

State of New Jersey)
County of Monmouth) ss.

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposed and said, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



TNAEJA E LEWIS-SCOTT
Notary Public
My Commission expires
March 31, 2028

State of New Jersey
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25 day of September, 2024



Melissa J. Ralph
Melissa J. Ralph
Secretary





Tammy Burkard <office@cgccivil.com>

Your shipment was delivered

1 message

FedEx Tracking <TrackingUpdates@fedex.com>
Reply-To: trackingmail@fedex.com
To: office@cgccivil.com

Fri, Sep 20, 2024 at 9:34 AM



Your shipment was delivered.

Delivery Date

Fri, 09/20/2024

9:25am

Delivered to

76347 VETERANS WAY 456, YULEE, FL 32097

Received by

S.BLATON

[Report missing package](#)

How was your delivery?



[Tracking details](#)

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 face 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 and any performance and payment bonds required by 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 due.
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 state 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.

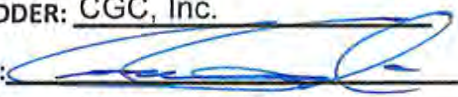
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SECTION 00 43 35

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.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
1. <u>Kudzue 3 Trucking</u> <u>PO Box 1799, Yulee, FL 32041</u>	<u>Asphalt</u>
2. <u>Palmetto Prime of Tampa</u> <u>5423 N 59th St., Tampa, FL 33610</u>	<u>Prime Coat</u>
3. <u>Rinker Materials</u> <u>4210 US17, Green Cove Springs, FL 32003</u>	<u>Drainage Materials</u>
4. <u>Liberty Trucking, LLC</u> <u>9678 FL-121, Lank Butler, FL 32054</u>	<u>Limerock</u>
5. <u>Traffic Control Products of FL, Inc.</u> <u>5514 Carmack Road, Tampa, FL 33610</u>	<u>Pavement Markings & Signage</u>
6. _____ _____	_____
7. _____ _____	_____

BIDDER: CGC, Inc.
 By: 
 Name: Richard C. Gaskin, Jr.
 Title: President
 Date: September 25, 2024

SECTION 00 44 55

FLORIDA TRENCH SAFETY ACT CERTIFICATION


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

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>2,500.00</u>
2. Special Shoring	\$ <u>2,500.00</u>

Identify method of compliance for Item#1: Slope all excavations as required to meet all requirements of the Florida Trench Safety Act.

Identify or attach a copy of Special Shoring requirements for Item#2: Slope all excavations or use trench box as required to meet all requirements of the Florida Trench Safety Act.

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project, and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act, Laws of Florida, 90-96.

BIDDER: CGC, Inc.
 By: 
 Name: Richard C. Gaskin, Jr.
 Title: President

State of: Florida
 County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 25th day of September, 2024.

Personally known or Produced Identification N/A

(Specify type of Identification)


 Notary Public Tammy Burkard

10/11/2026
 My commission expires

SECTION 00 45 13

Nassau County STATEMENT OF BIDDER'S QUALIFICATIONS
Board of County Commissioners

To: Nassau County, Florida Project: Amelia Island Trail Segment 2

Date: September 25, 2024 Bid No. NC24-003R-ITB

The following experience record, as of date shown, shall be submitted to the County with the Bid Form. All questions shall be answered fully. Bidders who have qualified to bid on other projects for this County within the last 12 months need not resubmit this form unless specifically requested by the County. The contents of this form will be considered confidential to the extent allowed by applicable laws and regulations.

Name of Bidder: CGC, Inc., Richard C. Gaskin, Jr., President

Business Address: 7036 12th Street W.

	Street	
<u>Jacksonville</u>	<u>Florida</u>	<u>32220</u>
City	State	Zip Code

1. Number of years in business as a Contractor under the present: 9 Years
 Business Name CGC, Inc.
 As Principal Contractor 8 Years As a Sub-Contractor 9 Years
2. Class of work you are equipped to perform: Grading, Drainage, Concrete
3. Class of work you usually sublet: Asphalt, Pavement Markings, Electric
4. Have any members of your concern ever operated under any other business name? Yes.
 If so, give details: Richard C. Gaskin, Jr. is President of CGC, Inc. and Vice President of BGCO, Inc.
Richard C. Gaskin, is Vice President of CGC, Inc. and President of BGCO, Inc.
5. Have you ever failed to qualify as a responsible bidder? No. If so, give details.

6. Have you ever refused to enter into a contract after the award is made to you? No.
 If so, give details. _____

7. Have you ever failed to complete any work? No. If so, give details:

8. Has any surety or financial institution ever experienced loss on your concern? No.

If so, give details: _____

9. Give name and address of the County, type of work, and the contract amount of at least three projects completed in the last three years:

	(1)	(2)	(3)
Project Owner:	<u>Nassau Co. Florida, Board of Co. Commissioners</u>	<u>Florida School for the Deaf and the Blind</u>	<u>City of Lake City</u>
Project Manager:	<u>DRMP, Inc., Ric Burn</u>	<u>Addison Burns, III</u>	<u>Passero Associates, LLC Leona Lewis, PE</u>
Email:	<u>aburn@drmp.com</u>	<u>burnsh@fsdbk12.org</u>	<u>llewis@passero.com</u>
Phone No:	<u>(352) 642-8043</u>	<u>(904) 827-2371</u>	<u>(904) 447-4645</u>
Address:	<u>8001 Belfort Prkwy, Ste 200</u>	<u>207 N. San Marco Avenue</u>	<u>4730 Casa Cola Way, Ste 200</u>
City, State, Zip:	<u>Jacksonville, FL 32256</u>	<u>St. Augustine, FL 32084</u>	<u>St. Augustine FL 32095</u>
Type of Work:	<u>Amelia Island Trail Segment 1 10' wide, paved multi-use trail</u>	<u>Site Contractor Services 2023 ACTIVATIONS</u>	<u>Lake City Gateway Airport; Realignment of Taxiway C, Milling and Overlay of Taxilanes</u>
Contract Amt:	<u>\$ 1,027,406.94</u>	<u>\$ 513,330.00</u>	<u>\$ 2,508,750.45</u>

10. Give name and address of the County, type of work, and contract amount of projects now in process of construction:

Name	Address	Type of Work	Contract Amount
<u>A. St. Johns Co. Board of Co. Commissioners</u>	<u>500 San Sebastian View St. Augustine, FL 32084</u>	<u>Shore Drive Trail; Install multi-use pathway</u>	<u>\$ 1,801,732.00</u>
<u>B. BFS Group LLC (Duval Co.)</u>	<u>6031 Connection Dr. Ste 400 Irving, TX 75039</u>	<u>Builders FirstSource; Corner Parking</u>	<u>\$ 2,854,993.00</u>
<u>C. City of Green Cove Springs (Clay Co.)</u>	<u>321 Walnut St., Green Cove Springs, FL 32043</u>	<u>Walnut Street Improvements; Roadway, Sidewalks, Landscape</u>	<u>\$ 3,219,852.00</u>
<u>D. City of Jacksonville (Duval Co.)</u>	<u>214 N. Hogan Street Jacksonville, FL 32202</u>	<u>New Berlin Rd & Cedar Point Rd Intersection Improvements</u>	<u>\$ 1,787,851.72</u>
<u>E. City of Jacksonville (Duval Co.)</u>	<u>214 N. Hogan Street Jacksonville, FL 32202</u>	<u>Tar Kiln Road Bridge Improvements</u>	<u>\$ 821,133.00</u>

11. Indicate your experience in the construction of work similar to this project (if not demonstrated by Questions 9 and 10, above):

CGC, Inc.'s 5 year job history report is attached.

12. Give construction experience of principal individuals of your organization:

Name	Position	Years of Experience	Size and Type of Work
<u>A. Richard C. Gaskin, Jr.</u>	<u>President / Project Manager</u>	<u>12 Years</u>	<u>Up to 95 Million - Civil Construction</u>

- B. Jonathan B. Barton Project Manager 13 Years Up to 28 Million - Civil Construction
- C. Mark Barton Superintendent 34 Years Up to 5 Million - Civil Construction
- D. James O'Steen Superintendent 38 Years Up to 5 Million - Civil Construction
- E. George Gaskin Superintendent 36 Years Up to 5 Million - Civil Construction

13. Are there any judgments, suits, or claims pending against you? No. If so, give details:

14. Does your organization operate as a corporation, partnership, or individual? Corporation

A. If a corporation, when incorporated: 6/10/2015

In which state incorporated: Florida

List name, title, and address of all officers:

	Name	Title	Address
(1)	<u>Richard C. Gaskin, Jr.</u>	<u>President</u>	<u>7036 12th St. W., Jacksonville, FL 32220</u>
(2)	<u>Richard C. Gaskin</u>	<u>Vice President</u>	<u>7036 12th St. W., Jacksonville, FL 32220</u>
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

B. If a partnership, date of organization: N.A.

General, Limited, or Associated? _____

List name, address, and proportional interest of parties:

	Name	Address	Proportional Interest
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

15. If requested prior to award of contract, provide to the County an accurate, up-to-date, condensed financial statement on a separate sheet attached to these qualifications of the individual, co-partnership, or corporation. Yes

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 [Signature]
Title Richard C. Gaskin, Jr., President

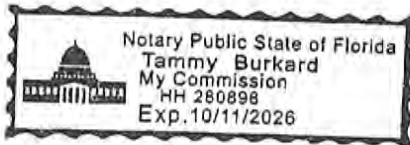
State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 25th day of September, 2024.

Personally known or Produced Identification N.A.

(Specify type of Identification)



[Signature]
Notary Public Tammy Burkard

10/11/2026

My commission expires

SECTION 00 45 20

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
CGC, Inc. _____ (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 workplace through the implementation of a drug free workplace program.

“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”

Richard C. Gaskin, Jr., President



Authorized Signature

September 25, 2024

Date Signed

State of: Florida

County of: Duval

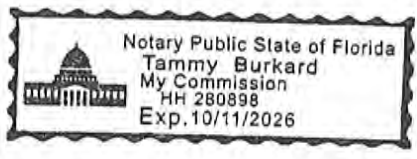
Sworn to and subscribed before me by means of physical presence or online notarization, this 25th day of September, 2024.

Personally known or Produced Identification N.A.

(Specify type of Identification)

Tammy Burkard
Notary Public Tammy Burkard

10/11/2026
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.)

STATE OF Florida
COUNTY OF Duval

Before me, the undersigned authority, personally appeared Richard C. Gaskin, Jr., who being
by me first duly sworn, made the following statement:

1. The business address of CGC, Inc.
(firm name of Bidder/Contractor)
is 7036 12th Street W., Jacksonville, FL 32220

2. My relationship to CGC, Inc.
(firm name of Bidder/Contractor)
is President
(relationship such as sole proprietor, partner, president, vicepresident)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication or guilt, in any federal or state trial of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under control of any natural person with is active in management of the entity and who has been convicted of a public entity crime; (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

~~7. There has been a conviction of a public entity crime by Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member, or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest of the name of the convicted person or affiliate to appear on the convicted vendor list.~~

~~The name of the convicted person or affiliate is _____.~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through Paragraph 7 if Paragraph 6 above applies.)~~

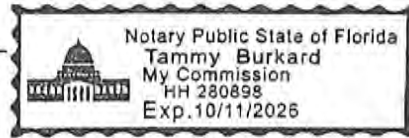

(Signature)

Richard C. Gaskin, Jr., President

Sworn to and subscribed before me by means of physical presence or online notarization, in the State and County first mentioned above on the 25th day of September, 2024.


Notary Public Tammy Burkard

10/11/2026
My commission expires



(affix seal)

SECTION 00 45 35

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

<u>Project</u>	<u>Name and Address of Owner or Engineer</u>	<u>Name and Phone of Owner or Engineer Representative</u>	<u>Date of Contract</u>	<u>Amount</u>	<u>Status</u>
NONE					

CGC, Inc.

(Signed)



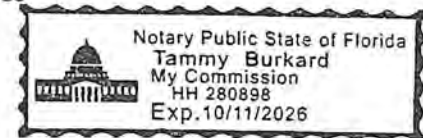
Print Name Richard C. Gaskin, Jr., President

Subscribed and sworn to before me
this 25th day of September, 20 24



Notary Public Tammy Burkard
10/11/2026

My commission expires



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on September 25, 2024
(Letting Date)

Fill in your FDOT Vendor Number
VF F 3 7 1 7 8 5 6 5 7 0 0 1
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).


The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ 3,256,500.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 25th day
of September, 20 24

CGC, Inc.
NAME OF FIRM
By: 
Richard C. Gaskin, Jr., President
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
The City of Jacksonville, Duval County, Florida Tar Kiln Road Bridge Improvement Roadway construction, minor bridge rehabilitation, and sidewalk construction	\$821,100.00	\$300,000.00	\$521,100.00	\$10,000.00	
The City of Jacksonville, Duval County, Florida New Berlin Rd & Cedar Point Rd Intersection Improvements	\$1,787,800.00	\$500,000.00	\$1,287,800.00	\$500,000.00	
City of Green Cove Springs, Clay County, Florida Walnut Street Improvements, Palmetto Avenue to Magnolia Avenue. Roadway, sidewalks, stormwater, electric, irrigation, & landscaping	\$3,172,700.00	\$1,000,000.00	\$2,172,700.00	\$10,000.00	
BFS Group LLC; Builders FirstSource Corner Parking Lot; Duval Co., Florida Retention Pond, Storm Drainage, Retaining Walls, Curb, Sidewalk, Asphalt Paving, Pavement Markings, etc.	\$2,854,900.00	\$500,000.00	\$2,354,900.00	\$100,000.00	
St. Johns County Board of County Commissioners, St. Johns County Florida Shore Drive Trail; Multi-use pathway along Shore Drive in the St. Augustine	\$1,801,700.00	\$500,000.00	\$1,301,700.00	\$1,301,700.00	
Nassau County Florida Board of County Commissioners, Nassau Co. Florida Henry Smith Road Improvements; Milling and resurfacing of Henry Smith Road from CR 108 to SR 15 New Kings Road.	\$2,334,800.00	\$1,000,000.00	\$1,334,800.00	\$1,334,800.00	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$3,256,500.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$3,256,500.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: CGC, Inc.

By: Richard C. Gaskin, Jr. Date: 9/25/2024

Authorized Signature: 

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <u>1</u> , if known: CGC, Inc. 7036 12th Street W. Jacksonville, FL 32220 Congressional District, if known: <u>4c Florida District 4</u>		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Richard C. Gaskin, Jr.</u> Title: <u>President</u> Telephone No.: <u>(904) 783-4119</u> Date (mm/dd/yyyy): <u>09/25/2024</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____ FPID 437335-1-58-01
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Nassau County
BID LETTING OF: Nassau Co. Florida Board of County
Commissioners, Nassau Co., Florida

I, Richard C. Gaskin, Jr., hereby declare that I am
(NAME)
President of CGC, Inc.
(TITLE) (FIRM)
of Jacksonville, Florida
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

None

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: CGC, Inc. (Seal)

BY: Richard C. Gaskin, Jr., President
NAME AND TITLE-PRINTED

BY: [Signature]
SIGNATURE

WITNESS: [Signature]
Tammy Burkard

WITNESS: [Signature]
Jonathan B. Barton

Executed on this 25th day of September, 2024

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

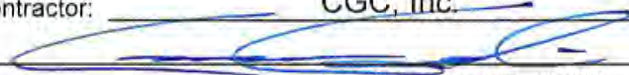
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: CGC, Inc.
 By: , Richard C. Gaskin, Jr.
 Date: September 25, 2024
 Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Additional LAP Provisions

Local Agency Program Agreement Section 14.f

Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Local Agency Program Agreement Section 15.c

Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

Local Agency Program Agreement Section 17.o

The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

E-VERIFY AFFIDAVIT

NASSAU COUNTY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: AMELIA ISLAND TRAIL - SEGMENT 2
Bid No./Contract No.: Bid No. NC24-003R-ITB

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:


- a. If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e. If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

FORM E - 1
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that CGC, Inc. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.


All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

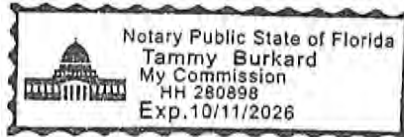
A true and correct copy of CGC, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.


Print Name: Richard C. Gaskin, Jr., President
Date: 9/25/2024

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9/25/2024 (Date) by Richard C. Gaskin, Jr., President (Name of Officer or Agent, Title of Officer or Agent) of CGC, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced N.A. as identification.


Notary Public Tammy Burkard
Printed Name



My Commission Expires: 10/11/2026



Company ID Number: 1171537

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CGC, Inc.
Company Facility Address	7036 W. 12th Street Jacksonville, FL 32220
Company Alternate Address	
County or Parish	DUVAL
Employer Identification Number	371785657
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Kudzue 3 Trucking, Inc. (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

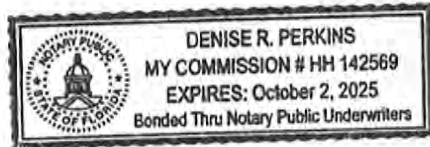
A true and correct copy of Kudzue 3 Trucking, Inc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Randy Maloy
Print Name: Randy Maloy
Date: 09/24/2024

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 09/24/2024 (Date) by Randy Maloy, President (Name of Officer or Agent, Title of Officer or Agent) of Kudzue 3 Trucking, Inc (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Denise R Perkins
Notary Public
DENISE R PERKINS
Printed Name



My Commission Expires: 10-02-2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.


Name of Consultant/Contractor: Kudzu 3 Trucking, Inc.
 By: [Signature]
 Date: September 25, 2024
 Title: President

Instructions for Certification


Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

 An official website of the United States government
[Here's how you know](#)



Menu 

My Company Profile

Company Information

Company Name

Kudzue 3 Trucking Inc

Doing Business As (DBA)

Kudzue 3 Trucking & Paving

Company ID

284928

Enrollment Date

11/30/2009

Employer ID Number

202325377

Unique Entity Identifier (UEI)

DUNS Number

784524097

Total Number of Employees

10 to 19


NAICS Code

FORM E - 2 SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that PALMETTO PRIME OF TAMPA, INC. (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.


A true and correct copy of PALMETTO PRIME OF TAMPA, INC. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

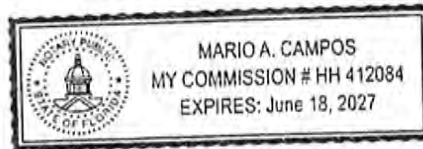


Print Name: JEFF WILLIS
Date: 9-18-2024

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9-18-24 (Date) by JEFF WILLIS - VP (Name of Officer or Agent, Title of Officer or Agent) of PALMETTO PRIME OF TAMPA, INC. (Name of Contractor Company Acknowledging), a FLORIDA (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.


Notary Public
Mario Campos
Printed Name

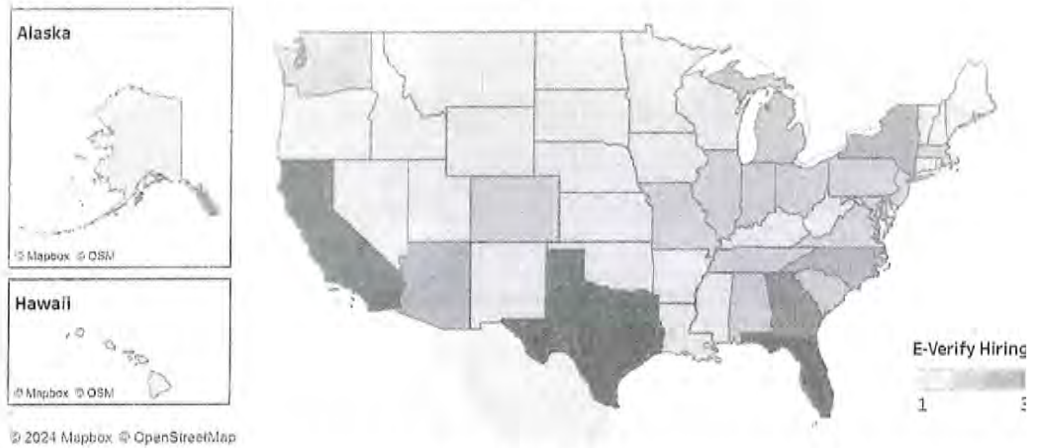


My Commission Expires: _____

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The total number of locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations** – The geographic location(s) of hiring sites, by state, reported by the employer.



Search Filters Will only filter the table

Business Name (Input Employer's legal name or DBA name)
 palmetto prime

Industry Type
 CONSTRUCTION (23)

Account Status
 Open
 Terminated

Opted into E-Verify+
 No
 Yes

State or Territory
 FL

Date Enrolled (Select last 25 yrs for all data)
 Last 25 years


E-Verify Participating Employer List

Total Records Filtered

Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Locations
Palmetto Prime of Tampa, Inc.		Open	No	01/19/2011		20 to 99	FL

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: PALMETTO PRIME OF TAMPA, INC.
 By:  JEFF WILLIS
 Date: September 25, 2024
 Title: VICE PRESIDENT

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM E - 2
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Traffic Control Products of FL, Inc. (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Traffic Control Products of FL, Inc. (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

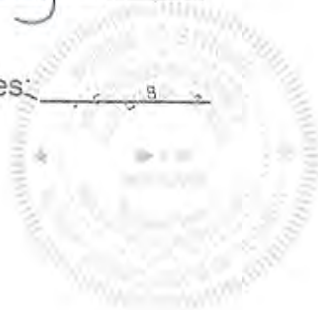
Jessica Childs
Print Name: Jessica Childs
Date: 9/19/24

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this Sept. 19, 2024 (Date) by Jessica Childs (Name of Officer or Agent, Title of Officer or Agent) of Traffic Control Products of FL. (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Bobbie Jo Strong
Notary Public
Bobbie Jo Strong
Printed Name

My Commission Expires: _____





Company ID Number: 45025

Approved by:

Employer Traffic Control Products of FL, Inc.	
Name (Please Type or Print) MARIA C VARELA	Title
Signature Electronically Signed	Date 06/04/2007
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/04/2007



Company ID Number: 45025

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Traffic Control Products of FL., Inc.
Company Facility Address	5514 Carmack Road Tampa, FL 33610
Company Alternate Address	
County or Parish	HILLSBOROUGH
Employer Identification Number	592582822
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	5 site(s)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Traffic Control Products of FL, Inc.

By: Jessica Childs

Date: September 25, 2024

Title: Estimating Admin

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**STATE OF FLORIDA
COUNTY OF DUVAL**

I HEREBY CERTIFY

THAT Richard C. Gaskin, Jr. , is President/Secretary of CGC, Inc. , located at 7036 12th St. W., Jacksonville, FL 32220 and he is hereby authorized to execute the Bid Documents dated, September 25 , 2024, and that his execution thereof, attested by the Vice President/Assistant Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 25th day of September , 2024.

(seal)




Richard C. Gaskin, Vice President/Assistant Secretary

Sworn and subscribed to me this 25th day of September , 2024

Notary Public


Signature

Tammy Burkard
Printed



My Commission Expires: 10/11/2026



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GASKIN, RICHARD CANNON JR

CGC INC
7036 W 12TH ST
JACKSONVILLE FL 32220

LICENSE NUMBER: CGC1524573

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GASKIN, RICHARD CANNON JR

CGC INC
7036 W. 12TH STREET
JACKSONVILLE FL 32220

LICENSE NUMBER: CUC1225351

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 04, 2024
Secretary of State
3219741502CC

DOCUMENT# P15000050530

Entity Name: CGC, INC.

Current Principal Place of Business:

7036 W 12TH ST
JACKSONVILLE, FL 32220

Current Mailing Address:

7036 W 12TH ST
JACKSONVILLE, FL 32220 US

FEI Number: 37-1785657

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GASKIN, RICHARD CANNON JR
4260 MCGIRTS BLVD.
JACKSONVILLE, FL 32210 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PTSD
Name GASKIN, RICHARD CANNON JR
Address 4260 MCGIRTS BLVD.
City-State-Zip: JACKSONVILLE FL 32210

Title VPAS
Name GASKIN, RICHARD C.
Address 4965 LONG BOW ROAD
City-State-Zip: JACKSONVILLE FL 32210

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICHARD CANNON GASKIN, JR.

PRESIDENT

01/04/2024

Electronic Signature of Signing Officer/Director Detail

Date



2024 - 2025 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2024 through September 30, 2025 .

CGC, INC
7036 W 12TH ST
JACKSONVILLE, FL 32220

ACCOUNT NUMBER: 273299
BUSINESS NAME: CGC, INC
PHYSICAL ADDRESS: 7036 W 12TH ST
JACKSONVILLE, FL 32220
CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: CGC1524573

COUNTY TAX: 11.25
MUNICIPAL TAX: 36.25
COUNTY LATE PENALTY: 0.00
MUNICIPAL LATE PENALTY: 0.00
TOTAL TAX: 47.50

RENEWAL

VALID UNTIL September 30, 2025

2024 - 2025

*****ATTENTION*****

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 24072300004118 07/23/2024 \$ 47.50



2023 - 2024 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 255-5700, option 3 Fax: (904) 255-8403

<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2023 through September 30, 2024 .

CGC, INC
7036 W 12TH ST
JACKSONVILLE, FL 32220

ACCOUNT NUMBER: 273299
BUSINESS NAME: CGC, INC
PHYSICAL ADDRESS: 7036 W 12TH ST
JACKSONVILLE, FL -32220

CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: CGC1524573

COUNTY TAX: 11.25
MUNICIPAL TAX: 36.25
COUNTY LATE PENALTY: 0.00
MUNICIPAL LATE PENALTY: 0.00
TOTAL TAX: 47.50

RENEWAL

VALID UNTIL September 30, 2024

2023 2024

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 23072400004083 07/24/2023 \$ 47.50



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 02, 2024

CGC, INC.
7036 12TH STREET W
JACKSONVILLE, FLORIDA 32220

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Grout Filled Mat, Miscellaneous Concrete Paving, Underground Utilities, Retaining Wall, Rip Rap, Rubble Rip Rap, Tree Removal, Tree-Trimming, Utility Work

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

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

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive, flowing style.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CGC, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 7036 12th Street W.</p> <p>6 City, state, and ZIP code Jacksonville, FL 32220</p>	<p>Requester's name and address (optional) Nassau County Board of County Commissioner 96135 Nassau Place Yulee, Florida 32097</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	7	-	1	7	8	5	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Richard C. Gaskin, Jr., President Date ▶ 9/25/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CGC, Inc.

5 YEAR JOB HISTORY

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-23-08	Florida School for the Deaf and the Blind - Site Contractor Services 2023 ACTIVATIONS Cary White N. Parking Lot and Hogel Parking Lot Site preparation, Remove and store wheel stops, Sawcut, Demolish asphalt and concrete, Rework and add to existing limerock to achieve proposed elevations, Grading. 2" S-III Asphalt pavement, Painted pavement markings, Reinstall wheel stops provided by FSDB; Hogel Parking Lot; Mill 1.5", 1.5" SP-9.5 Asphalt pavement, Painted pavement markings, Grading Revisions and 4" Asphalt	St. Johns County, FL	\$513,330.00	2023 / 2023 July / August	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdbk12.org PH (904) 827-2371 , FX (904-827-2331 Solicitation# RFP-18-017 / 2023 Activations FSDB Contract# C18024; FLID:# 00911	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: 207 N. San Marco Avenue St. Augustine, FL 32084
C-23-07	Sidewalk Replacement for the Community Disaster Block Grant Entitlement Program Clay County Contract No. 2022-2023-215 To replace select locations of sidewalk throughout Clay County. These locations include sidewalk improvements to portions of Parkwood Drive, Glendening Road, Dunwoodie Road, Gwinnett Road, Tocca Road, Edson Drive and Sonora Drive.	Clay County, FL	\$306,850.00	2023 / 2023 July / Sept	Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043 Jessica Loos, Senior Purchasing Officer (904) 284-6388 Clay County Contract No. 2022-2023-215 ITB# 22/23-050 / PO-1005579	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address;
C-23-06	Amelia Island Trail Segment 1, Nassau Co. This project consists of the construction of a new, 10' wide, paved multi-use trail.-The trail is adjacent to Amelia Island Parkway and begins at the intersection with S. Fletcher Avenue and extends to Via Del Rey.- The work to be performed is generally described as new trail construction and includes: Asphalt paved trail, drainage structures, concrete sidewalk, concrete gravity retaining walls, handrails, Clearing & Grubbing, performance sod, MOT, signage and pavement markings, signalization. (FDOT LAP)	Nassau County, FL	\$1,027,406.94	2023 / 2024 July / May	Nassau County Florida Board of County Commissioners, Robert T. Companion, PE Deputy County Manager - County Engineer 96135 Nassau Place, Yulee, Florida 32097 Ph (904) 530-6010 rcompanion@nassaucountyfl.com DRMP, Inc. (CEI Firm), 8001 Belfort Prkwy, Suite 200, Jacksonville, FL 32256-6968 Ric Burn, Project Administrator Construction Services (352) 642-8043, Fax (904) 641-8858 aburn@drmp.com	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address; Work Area Included in Prime Contract; Amelia Island Pkwy (Area limited to S. Fletcher Ave. Near the Jamestown Road / Via Del Rey Intersection) Fernandina Beach, FL 32034
C-23-05	JEA's Portion of Woolery Drive Drainage Improvements; Phase 1 (Arble Drive) PO#214058, \$208,722.00 Phase 2 (Mill Creek Rd) PO# \$73,180.00	Duval County, FL	\$275,659.00	2022 / 2024 July / March	JEA 225 North Pearl Street Jacksonville, FL 32202-4513 Michael Barber, Project Manager Ph (904) 665-6754 barbmr@jea.com	Prime; CGC, Inc. George Gaskin, Superintendent Jonathan Barton, PM Jobsite Address; See below under COJ;
C-23-04	Woolery Drive Drainage Improvements Phase 1 (Arble Drive) & Phase 2 (Mill Creek Rd) - City of Jacksonville Phase 1 Arble Drive Drainage Improvements; newbox culvert under Arble Road, including drainage inlets, grassed swales, JEA water main adjustment, pavement repair and striping Phase 2 at Mill Creek Drainage Improvements; New 10 foot wide by 5 foot high box culvert. Pavement repair, sidewalk repair, site preparation and clearing, remove and install new drop inlets and curb and gutter, utility adjustments, sodding, dewatering, maintenance of traffic, erosion control and pollution abatement.	Duval County, FL	\$2,441,999.93	2023 / 2024 July / March	City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 Lynn A. Westbrook, P.E. Sr. Project Manager Construction & Engineering Services Consultants, Inc. 9432 Baymeadows Road, Suite 100 Jacksonville, FL 32256 Ph (904) 652-1186, Fx (904) 652-1191 lwestbrook@candesiconsults.com	Prime; CGC, Inc. George Gaskin, Superintendent Jonathan Barton, PM Jobsite Address; (no mail) 7858 ARBLE Drive JACKSONVILLE, FL 32211 2120 MILL CREEK Road JACKSONVILLE, FL 32211

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-23-01	Citrona Drive Pedestrian Improvement from Hickory St. to Beech St. - Nassau County This project consists of sidewalk replacement, signing and pavement marking upgrades along Citrona Drive from Hickory Street to Beech Street in Nassau County, Florida. The Work also includes maintenance of traffic and other incidental items needed to complete the Work. (FDOT LAP)	Nassau County, FL	\$222,362.00	2023 / 2023 June / July	Board of County Commissioners 96135 Nassau Place, Yulee, FL 32097 Nassau County Florida Robert T. Companion, PE Deputy County Manager - County Engineer, (904) 530-6010 rcompanion@nassaucountyfl.com DRMP, Inc. (CEI firm), 8001 Belfort Prky, Suite 200, Jacksonville, FL 32256 Megan Whitmore, (904) 641-0123 mwhitmore@drmp.com	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address; Citrona Drive (from Hickory St. to Beech St.) Fernandina Beach, FL 32034
C-22-08	Lake City Gateway Airport; Realignment of Taxiway C and the Milling and Overlay of the Terminal Apron and Taxilanes Work items include new taxiway construction, taxiway reconstruction, earthwork, limerock base, milling, P-401 bituminous pavement, installation of new aircraft tie down anchors, taxiway lighting, airfield pavement markings, and sodding.	Columbia County, FL	\$2,508,750.45	2023 / 2023 May / October	City of Lake City (ITB-013-22) 205 N Marion Ave., Lake City, FL 32055 <u>Passero Associates, LLC</u> 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Leona Lewis, PE, Aviation Project Manager Ph (904) 447-4645, llewis@passero.com PA PROJECT NO. 20070044.0023R FAA AIP No. 3-12-0039029-2022	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address; Lake City Gateway Airport 3524 E. US Hwy 90 Lake City, FL 32055
C-22-07	First Baptist Church of Jacksonville at Nocatee (Addition; Sitework Only) Construction of a parking lot and building pads for a commercial building addition. Work items include pavement demolition, earthwork, building pads, storm drainage, site water and sewer, limerock base, curb and sidewalk, asphalt pavement, pavement markings, and signage.	Duval County, FL	\$1,318,782.00	2022 / 2023 Sept / Nov	<u>FBCJAX HOLDINGS LLC</u> 125 West Ashley Street Jacksonville, FL 32202 <u>Williams & Rowe Company, Inc.</u> 5215 Highway Avenue Jacksonville, FL 32254 Jason Sloan, (904) 387-2333 jasons@williamsrowe.com	Prime; Williams & Rowe Company, Inc., 5215 Highway Ave., Jacksonville, FL 32254 Jobsite Address: First Baptist Church of Jacksonville at Nocatee, 1770 Valley Ridge Blvd., Jacksonville, FL 32256
C-22-06	St. Johns Avenue Streetscape Improvements, City of Palatka Reconstruction of 8EA downtown intersections. Work items include pavement demolition and milling, earthwork, storm drainage modifications, curb and sidewalk, paver bands, 15.5" aggregate base construction with geotextile fabric and geogrid layers, 21,000 SF of permeable concrete pavers, and pavement markings.	Putnam County, FL	\$2,158,581.50	2022 / 2023 November / March	The City of Palatka (ITB) 2022-13 201 N. Second St., Palatka, FL 32177 Mandi Tucker, (386) 329-0100 Grants Administrator/Project Manager mtucker@palatka-fl.gov <u>Hanson Professional Services, Inc.</u> 8075 Gate Pkwy W Suite 204 Jacksonville, FL 32216 Daryl Myers, P.E., Project Manager (904) 418-5136, dmyers@hanson-inc.com	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address; St. Johns Ave Streetscape Improvements (From 13th Street to 4th Street)
C-22-05	Reconstruct Existing T-Hangar Taxilanes at Keystone Heights Airport Reconstruction of existing taxilanes. Work items include pavement demolition and milling, earthwork, storm drainage, limerock base, concrete repairs, P-401 bituminous pavement, taxiway lighting, airfield pavement markings, and sodding.	Clay County, FL	\$2,067,216.94	2022 / 2023 December / June	Keystone Heights Airport Authority Keystone Heights Airport 7150 Airport Rd, Starke, FL 32091 <u>AECOM</u> , 7650 West Courtney Campbell Causeway, Tampa, FL 33607 AECOM, William R. Prange, P.E. (386) 898-2298 bill.prange@aecom.com AECOM Project No. 60660681	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Keystone Heights Airport 7150 Airport Rd Starke, FL 32091
C-22-04	CDBG Louie Carter Road Resurfacing Roadway improvements along Louie Carter Road from CR 218 to Centerwood Ave. for the FY2021-2022 CDBG Program. Work activities include but are not limited to the following: AC SP – 9.5 Traffic Level B, milling, and pavement marking.	Clay County, FL	\$250,706.16	2022 / 2022 February / August	Clay County Board of County Commissioners 477 Houston Street Green Cove Springs, FL 32043 Stephen E Koterlas, Senior Construction Project Manager Clay County Engineering Department Stephen.koterlas@claycountygov.com Ph: (904) 269-6301 Fx: (904) 278-3728 PO# 1001987, Contract No. 2021/2022-187	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Louie Carter Road from CR 218 to Centerwood Ave, Clay County, Florida 32234

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-22-02	Transient Aircraft Parking Apron Rehabilitation Fernandina Beach Municipal Airport Pavement and drainage improvements to include Approximately 18,000sy of bituminous cold milling and FAA P-401 bituminous paving, installation of new aircraft tie down anchors, reinforced concrete pipe lining, replacement of FDOT Type G inlet, and airfield pavement markings and Fuel Resistant Asphalt Surface Course.	Nassau County, FL	\$1,188,680.88	2022 / 2023 Nov / Feb	City of Fernandina Beach 1180 S. 5th Street. Fernandina Beach , FL 32034 Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Harrison Korb, E.I., Aviation Staff Engineer hkorb@passero.com PH (904) 224-7089, FX (904) 757-6107	<u>Prime:</u> CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM <u>Jobsite Address:</u> Fernandina Beach Municipal Airport 700 Airport Road Fernandina Beach, FL 32034
C-22-01	F.I.N.D. SJ-14 Weir and Walkway Replacement Excavation of a portion of the earthen embankment to remove/replace buried piping. Fabrication and installation of three steel box weirs. Installation of 3ft thick concrete foundation for steel box weirs and associated foundations of walkway footers. Fabrication and installation of aluminum access walkway structure. Installation of fusion-welded HDPE piping including all piping, fittings, and pipe hold-down footers. Reconstruction of the earthen embankment, grading, grassing, and other associated work.	St. Johns County, FL	\$1,163,187.00	2022 / 2022 February / August	Florida Inland Navigation District 1314 Marcinski Rd , Jupiter, FL 33477 (561) 627-3386 Taylor Engineering 10199 Southside Blvd., Suite 310 Jacksonville, Florida 32256 Certificate of Authorization #4815 Ph: (904) 731-7040 Fx: (904) 731-9847 Jonathan (JB) Brumfield, P.E. jbrumfield@taylorengeering.com	<u>Prime:</u> CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM <u>Jobsite:</u> St. Johns Co. Nocatee Parkway (30.117397N / 81.404879W) St. Johns County, FL 32081 The SJ-14 project area is — located about 1.5 miles west of the ICVW, just west of the intersection of Davis Park Road and Nocatee Parkway in St. Johns County
C-21-02	Waterfront Roadway Improvements City of Fernandina Beach (Ash St., Centre St. & Alachua St. @ Front St.) Beach Waterfront Roadway Improvements along Front Street. The work involved shifting Front Street to the west at Ash Street, Centre Street, and Alachua Street existing railroad crossings to allow room for the new railroad crossing traffic control devices. Work items include pavement demolition, earthwork, limerock base, construction of an unloading zone area, concrete retaining wall, non-mountable curb, stamped concrete sidewalk, asphalt pavement, pavement marking, sodding, decorative aluminum fencing with CMU columns.	Nassau County, FL	\$1,232,886.58	2022 / 2022 August / December	City of Fernandina Beach 1180 S. 5th St., Fernandina Beach , FL 32034, (904) 310-3421 Charles George, City Engineer cgeorge@fbfl.org Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Christopher Nardone, AIA, Sr. Project Architect PH (904) 224-7082, FX (904) 757-6107 cnardone@passero.com	<u>Prime:</u> CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM <u>Jobsite Address:</u> Ash, Centre, & Alachua Street Fernandina Beach, FL
C-21-01	Palatka Transportation Hub (Palatka Train Depot) Construction of a new parking lot for a train station. Work items include pavement demolition, earthwork, curb and sidewalk, 15.5" aggregate base construction with geotextile fabric and geogrid layers, permeable concrete pavers, pavement markings, signage, and coordination with Florida Power and Light to install the lighting system.	Putnam County, FL	\$1,394,500.01	2021 / 2022 June / June	The City of Palatka 201 N. Second St., Palatka, FL 32177 (386) 329-0100, Fx 386-329-0106 Via Landscape Architect; Ayes Associates 8875 Hidden River Parkway, Suite 200 Tampa, FL 33637-1035 Chris Silewski, PLA, (813) 978-8688 SilewskiC@AyesAssociates.com	<u>Prime:</u> CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM <u>Jobsite Address:</u> Palatka Transportation Hub (Palatka Train Depot Site) 220 N. 11th St Palatka, FL 32177
C-20-06	Runway 4-22 Rehabilitation Fernandina Beach Municipal Airport Bituminous pavement rehabilitation and reconstruction of the southwestern most portion of Runway 4-22 (3,800-feet long by 100-foot wide), replacement of edge and threshold lights with new LED fixtures, isolation transformers, and cable, replacement of existing constant current regulator, installation of new pavement marking for entire runway length, pipe lining approximately 2,300 ft of 18", 24" and 30" RCP, & top soiling and sodding.	Nassau County, FL	\$2,228,223.05	2020 / 2021 Oct / Jan	The City of Fernandina Beach Fernandina Beach Municipal Airport CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034 Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Brad Wentle, PE PH (904) 224-7089, FX (904) 757-6107 bwentle@passero.com	<u>Prime:</u> CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM <u>Jobsite Address:</u> Fernandina Beach Municipal Airport 700 Airport Road Fernandina Beach, FL 32034

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-20-05	Taxiway D Reconstruction Northeast Florida Regional Airport Relocation of 2,000 LF x 35 feet wide Taxiway D, reconstruction of 410 LF x 35 feet wide Taxiways D3 & D4, and reconstruction/new-construction of associated (attached) taxilane connectors. Also included is replacement of associated edge lighting and required airfield signage, and stormwater drainage improvements including new dry stormwater ponds and the enclosure of 1,350 LF of existing open ditches.	St. Johns County, FL	\$3,146,043.99	2021 / 2021 March / Sept	St. Augustine – St. Johns County Airport Authority 4796 U.S. 1 North St. Augustine, FL 32095 Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Brad Wente, PE PH (904) 224-7089, FX (904) 757-6107 bwente@passero.com	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Northeast Florida Regional Airport 4900 US Highway 1, North St. Augustine, FL 32095
C-20-04	North Tank Trail Emergency Repair (#212074) Camp Blanding Joint Training Center Clearing & Grading 300' section of road, Drainage, Rip Rap with fabric underlayment and articulating concrete block (aka concrete waffles).	Clay County, FL	\$318,747.00	2020 / 2020 Aug / Nov	The Department of Military Affairs 2305 State Road 207 St. Augustine, FL 32086 Project#212074 William R. (Bill) Webber, Project Manager (BLDG.# 2067) Cell (904) 682-2201 william.r.webber.nfg@mail.mil	Prime; CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Camp Blanding Joint Training Center, 5629 State Road 16 West, Building 3010 Starke, FL 32091
C-20-03	Miner Road Widening Clearing & Grubbing, Widening of existing asphalt pavement, Resurfacing of existing asphalt pavement, Drainage Structure, Concrete Curb & Gutter, Type F Concrete Sidewalk, Removal of Existing Concrete, Earthworks, Sodding, Erosion Control, Traffic maintenance and protection, Signing & Pavement Markings & Signalizations	Nassau County, FL	\$149,869.43	2020 / 2020 June / Oct	Contract CS-19-247 / CM2835 ITB# NC20-003 Nassau County Board of County Commissioners, Contract Management Department, 96135 Nassau Place, Suite 2 Yulee, Florida 32097 Robert Companion, Project Manager (904) 530-4060 rcompanion@nassaucountyfl.com	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Nassau Co. @ Miner Road
C-20-02	JEA - Deerwood Park Blvd Roadway & Bridge Improvements (JEA's portion of project) (JEA PO# 189175)	Duval County, FL	\$315,413.75	2020 / 2021 June / June	JEA, 21 W. Church Street Jacksonville, FL 32202 JEA PO# 189175 / IFB# CP-0635-19 Michael R. Barber, BarbMR@jea.com Off: 904-665-6754 / Cell: 904-591-5725	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM
C-20-01	COJ - Deerwood Park Blvd Roadway & Bridge Improvements (COJ Contract# 10449-04) Roadway construction, bridge construction, concrete and asphalt removal, drainage removal, concrete pavement, drainage construction, curb and gutter, guardrail, lighting construction, signalization construction, ITS construction, utility adjustments, utility construction and sodding.	Duval County, FL	\$2,798,861.89	2020 / 2021 June / June	The City of Jacksonville, Florida (c/o Public Works Department) 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 Contract# 10449-04 Thomas McKnight, Capital Improvement Construction Manager 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 (904) 255-8744 / MCKnight@coj.net	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Deerwood Pk Blvd & Centurion Parkway North (General Area) Jacksonville 32256
C-19-09	Huguenot Revetment (Huguenot Memorial Park Access Road and Revetment Rehabilitation) Roadway construction and revetment rehabilitation at Huguenot Memorial Park (COJ Contract# 10449-03) Work consisted of furnishing all labor, materials & equipment necessary for roadway construction and revetment. To include removing existing reclaimed concrete used as revetment and replacing with granite armor stone installed with geogrid underlayment.	Duval County, FL	\$3,115,734.00	2020 / 2021 Mar / June	The City of Jacksonville, Florida Frederick Sumter, Project Manager Public Works- Engineering & Construction Management (904) 255.8760 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 fsumter@coj.net Contract# 10449-03 / ITB# CF-0191-19	Prime; CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: 10980 Heckscher Drive Jacksonville, FL 32226

EXHIBIT "B"

"General Decision Number: FL20240193 01/05/2024

Superseded General Decision Number: FL20230193

State: Florida

Construction Type: Highway

Counties: Baker and Nassau Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

SUFL2013-054 08/19/2013

Rates Fringes

CARPENTER, Includes Form Work....	\$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.35 **	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37 **	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.77 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.94 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61 **	0.00
LABORER: Common or General.....	\$ 10.70 **	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04 **	0.00
LABORER: Flagger.....	\$ 12.02 **	0.00
LABORER: Grade Checker.....	\$ 13.64 **	0.00

LABORER: Landscape & Irrigation.....	\$ 11.48 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81 **	0.00
LABORER: Pipelayer.....	\$ 14.42 **	0.00
OPERATOR: Auger.....	\$ 12.43 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.06 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.86 **	0.00
OPERATOR: Boom.....	\$ 16.50 **	0.00
OPERATOR: Boring Machine.....	\$ 17.18 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.60 **	0.00
OPERATOR: Bulldozer.....	\$ 15.76 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Pump.....	\$ 19.57	0.00
OPERATOR: Concrete Saw.....	\$ 15.09 **	0.00
OPERATOR: Crane.....	\$ 20.62	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 15.01 **	0.00
OPERATOR: Drill.....	\$ 14.71 **	0.00
OPERATOR: Forklift.....	\$ 12.02 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.21	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 16.07 **	0.00
OPERATOR: Loader.....	\$ 14.07 **	0.00
OPERATOR: Mechanic.....	\$ 18.20	0.00
OPERATOR: Milling Machine.....	\$ 15.27 **	0.00

OPERATOR: Oiler.....	\$ 14.92 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.61 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.97 **	0.00
OPERATOR: Tractor.....	\$ 12.91 **	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.36 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.47 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.85 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 13.70 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.23 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

EXHIBIT "C"

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – TITLE VI ASSURANCE – DOT 1050.2A, APPENDIX A AND APPENDIX E. (REV 9-2-15) (FA 9-9-15) (7-16)

SECTION 7 is expanded by the following new Article:

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: 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 US 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 Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, 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 either by competitive bidding or negotiation made by the Contractor for work to be performed under 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, or sex.

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 or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order 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, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or 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, or 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, 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 the 7-30.1 through 7-30.6 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 or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. 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;
2. 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 of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. 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;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. 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);
8. Titles II and III of the Americans with Disabilities Act, which prohibits 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;

9. 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);

10. 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;

11. 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);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST TO SPEAK

NAME: MIKE PIKULA

DATE: 3/10/11

ADDRESS: 99106 GREEN HERON WAY

PHONE: 904-556-1298

AGENDA ITEM? YES NO If yes, which item? G7

GENERAL COMMENT? YES NO If yes, what subject? _____

Amelia Island Parkway Trail

Public participation at Board meetings is intended to allow members of the public to address the Board on issues of public concern in Nassau County under the authority of the Board. The Chair is responsible for maintaining a respectful environment during public participation to ensure public comments can be heard by the Board.

Any speaker may present their viewpoint in this limited public forum without using terminology, behavior, or gestures that cause a disruptive environment for public officials in the discharge of their duties or cause a disruptive environment hostile to the participation of other members of the public.