

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** ("Owner") and **ANDERSON COLUMBIA CO., INC.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: resurfacing and safety improvements of County Road 121 from the Duval County line to County Road 119 (Phase 1). All work shall be in accordance with the construction drawings, specifications, and Contract Documents. Where FDOT and County requirements differ, then the more stringent shall apply.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: reconstruction and resurfacing of County Road 121 from the Duval County line to County Road 119 (Phase 1) and includes the following:
- A. Clearing and grubbing
 - B. Subsoil Excavation
 - C. Full depth reconstruction of 6.845 miles of CR 121
 - D. Milling and resurfacing of 0.576 miles of CR 121
 - E. Replace one triple-8'x6' concrete box culvert with one double-12'x6' concrete box culvert
 - F. Replace one double-8'x4' concrete box culvert with one the same size
 - G. Extend one double-8'x4' concrete box culvert on two sides
 - H. Replacement of guardrail
 - I. Installation of pavement markings
 - J. Shoulder grading and placement of performance turf and sod

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Kimley-Horn and Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Time: Days*

The Work will be substantially complete within 500 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 of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 545 calendar days; for everyday the work goes beyond substantial completion; a day will be removed from final completion so the total days equal 545 calendar days.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$7,442** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$7,442** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions. With each payment application the Contractor shall provide an updated baseline schedule reflecting current progress, adjustments to the critical path, and any approved changes to the original project timeline.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage)

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amount not paid when due will bear interest at the rate as set forth in the Local Government Prompt Payment Act as set forth in Section 218.70 et. Al. of Florida Statutes.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached). (*Exhibit A - County ITB as Modified by Addenda*)
 - 6. Drawings listed on the attached sheet index.
 - 7. Addenda (numbers [1] to [4], inclusive).
 - 8. Contractor's Bid Response (*Exhibit B*)
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Appendix A – FDOT FPID 449196-1-54-01
 - b. Appendix B – Road Closure Policy
 - c. Appendix C – Nassau County As-Built Requirements Checklist
 - d. Appendix D – CR 121 Ph 1. FINAL PLANS REVISED
 - e. Appendix E – Geotechnical Investigation
 - f. Appendix F – Geotechnical Report (Culvert Extensions)
 - g. Appendix G – Utility Work Schedule

- h. Appendix H – SJRWMD Approved General Permit
 - i. Florida Department of Transportation (FDOT) Bridge Structure Number Request Form (744321)
 - j. Appendix J – Nassau County Concrete Box Culvert Structure Number Request Form (7436)
 - k. Appendix K – Technical Specifications
 - l. Appendix L – Insurance Requirements
 - m. Appendix M – Bid Schedule
 - n. Appendix N – E-Verify Affidavits
 - o. Appendix O – Affidavits – Anti-Human Trafficking / Contracting with Foreign Entities
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations as defined in the Standard General Conditions of the Construction Contract as contained in the ITB that may affect cost, progress, and performance of the Work. Contractor understands and agrees that the County's Code of Ordinances shall supersede any FDOT Standard Specifications.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further 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.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

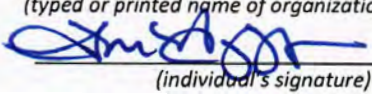
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement which shall be deemed an original on the day and year last written below, and which is the Effective Date of the Agreement.

Owner:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

(typed or printed name of organization)

By:


(individual's signature)

Date:

7/28/2025

(date signed)

Name:

A.M. "HUPP" HUPPMANN

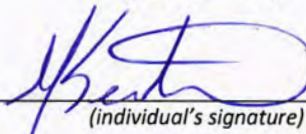
(typed or printed)

Title:

Chair

(typed or printed)

Attest:


(individual's signature)

Title:

Ex-Officio Clerk

(typed or printed)

Address for giving notices:

96135 Nassau Place

Yulee, FL 32097

Approved to form by County Attorney:

Name:

Denise C. May, Esq., BCS

(typed or printed)

Title:

County Attorney

(typed or printed)

Contractor:

ANDERSON COLUMBIA CO., INC.

(typed or printed name of organization)

By:

E. Tony Williams Jr

(individual's signature)

Date:

7/16/2025

(date signed)

Name:

E. Tony Williams Jr.

(typed or printed)

Title:

Vice President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

871 NW Geurdon Street

Lake City, FL 32055

Name:

Title:

EXHIBIT "A"

County Invitation to Bid as Modified by Addenda

**Resurfacing and Safety
Improvements CR 121 from
Duval County Line to CR 119
(Phase 1)**

INVITATION TO BID (ITB)

Bid No. NC25-012-ITB

FPID 449196-1-54-01

Nassau County
Board of County Commissioners
Nassau County, Florida



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

Prepared By: Kimley-Horn

April 2025

12740 Gran Bay Parkway, Ste. 2350

Jacksonville, FL 32258

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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DIVISION 00

PROCUREMENT & CONTRACTING REQUIREMENTS

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

SECTION 00 11 10

ADVERTISEMENT FOR BIDS

PROJECT: CR 121 from Duval County Line to CR 119
Bid Number NC25-012-ITB
Nassau County, Florida

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

ENGINEER: Jessica Novak, P.E.
12740 Gran Bay Parkway
Ste. 2350
Jacksonville, FL 32258

NON-MANDATORY PRE-BID CONFERENCE: Pre-Bid Conference for the project will be held on April 17, 2025, at 2 p.m.

LOCATION OF NON-MANDATORY PRE-BID CONFERENCE: 96135 Nassau Place, Yulee, FL 32097 in the BOCC Chambers.

DEADLINE FOR

QUESTIONS: April 23, 2025 at 4:00 P.M.
Submit question via PlanetBids
<https://pbsystem.planetbids.com/portal/49083/portal-home>

BID DEADLINE: May 7, 2025 at 10:00 A.M.

BID OPENING: May 7, 2025 at 10: 00 A.M.
Robert M. Foster Justice Center
Office of the Ex-Officio Clerk
76347 Veterans Way, Suite 456
Yulee, Florida 32097

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB**1.0 WORK DESCRIPTION**

This project consists of the reconstruction and resurfacing of County Road 121 from Duval County line to County Road 119. The work to be performed is generally described as roadway reconstruction and includes the following:

- **Clearing and grubbing**
- **Subsoil Excavation**
- **Full depth reconstruction of 6.845 miles of CR 121**
- **Milling and resurfacing of 0.576 miles of CR 121**
- **Replace one triple-8'x6' concrete box culvert with one double-12'x6' concrete box culvert**
- **Replace one double-8'x4' concrete box culvert with one the same size**
- **Extend one double-8'x4' concrete box culvert on two sides**
- **Replacement of guardrail**
- **Installation of pavement markings**
- **Shoulder grading and placement of performance turf and sod**

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 Clerk's Office by the time of the Bid Opening.**

BONDS SHALL BE ADDRESSED TO:

Board of County Commissioners
Office of the Ex-Officio Clerk
Attn: NC25-012-ITB
76347 Veterans Way, Suite 456
Yulee, Florida 32097

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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.

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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.

- 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

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 a non-mandatory pre-bid conference/meeting for this project. The pre-bid conference will be held on April 17, 2025, at 2 p.m. at 96135 Nassau Place, Yulee, FL 32097 in the BOCC Chambers.

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 **April 23, 2025 @ 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 or units or Work and the unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 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

b uthorized surety company satisfactory to the County.

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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.

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SECTION 00 41 15

BID FORM

PROJECT IDENTIFICATION: **CR 121 from Duval County Line
to CR 119 (Phase 1)**
Bid Number NC25-012-ITB
Nassau County, Florida

BID DEADLINE:

May 7, 2025 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): Insert Pricing Directly into PlanetBids in the Line Items Tab.

All specific cash allowances are included in the price(s) set forth in the prices bid 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 500 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 45 calendar days from the date of substantial completion. Total contract time shall be 545 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 545 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. Qualifications Statement (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.

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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.)

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. _____ _____	_____
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, vice president)

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

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

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

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1)

NC25-012-ITB

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

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1)NC25-012-ITB**General Information**

Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	

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Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority: \$	
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority: \$	
Name:		Title:	

Licensing

Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

Diverse Business Certifications

Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

Safety

Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1)**NC25-012-ITB**

for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

Financial

Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

Surety Information

Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

Insurance

Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

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Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

Construction Experience

Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

List all projects currently under contract in Schedule A and provide indicated information.

List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

In Schedule C, provide information on key individuals whom Business intends to assign to the Project.

Provide resumes for those individuals included in Schedule C. Key individuals include the Project

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Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

Required Attachments

Provide the following information with the Statement of Qualifications:

If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

Diverse Business Certifications if required by Paragraph 3.01.

Certification of Business's safety performance if required by Paragraph 4.02.

Financial statements as required by Paragraph 5.01.

Attachments providing additional information as required by Paragraph 8.02.

Schedule A (Current Projects) as required by Paragraph 8.03.

Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1)**NC25-012-ITB****Schedule A—Current Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

SECTION 00 51 00**NOTICE OF AWARD**

TO: _____

CONTRACTOR

ADDRESS_____
CITY STATE ZIPPROJECT: **CR 121 from Duval County Line to CR 119** _____

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. NC25-012-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 Mitch L. Keiter, Ex-Officio Clerk, 76347 Veterans Way, Suite 465, Yulee, Florida 32097. A copy must be sent to Nassau County, Capital Improvements Director, at 96161 Nassau Place, Yulee, Florida 32097.

Dated this _____ day _____, 20_.

Nassau County Board of County Commissioners

BY: _____

TITLE: _____

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119

NC25-012-ITB

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: Resurfacing and Safety
Improvements CR 121 from
Duval County Line to CR 119
Bid Number NC25-012-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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119

NC25-012-ITB

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:

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 NC25-012-ITB

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:

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 NC25-012-ITB

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 County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the 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 Date
By: _____
(Authorized Representative) 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:

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: _____

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119

NC25-012-ITB

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)

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

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.

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: _____

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 NC25-012-ITB

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: _____

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119

NC25-012-ITB

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's Name_____

Address_____

By_____

Printed_____

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

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119

NC25-012-ITB

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



Endorsed By



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(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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NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

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

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

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

2.0 OTHER DOCUMENTS

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

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

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

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

3.0 ORGANIZATION OF INFORMATION

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

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

4.0 EDITING THIS DOCUMENT

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

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

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

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

5.0 LICENSE AGREEMENT

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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.

- h. 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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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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. FDOT Standard Plans
4. FDOT Standard Specifications
5. Standard General Conditions
6. Project Manual

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

DIVISION 01

GENERAL REQUIREMENTS

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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: CR 121 from Duval County Line to CR 119**

Bid Number NC25-012-ITB

ITB Nassau County,

Florida

B. This project consists of the reconstruction and resurfacing of County Road 121 from Duval county line to County Road 119.

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

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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 COMMUNICATIONS

3.1 PROCORE CONSTRUCTION MANAGEMENT SOFTWARE

All Consultants and Contractors are hereby required to utilize the Procore Construction Management platform for all project-related communications, documentation, submittals, and coordination. Access to Procore will be provided by the Owner. Failure to consistently use Procore to maintain accurate and up-to-date records may result in withheld payments or other corrective actions as deemed necessary by the Owner.

3.1 e-CONSTRUCTION

Conduct all written communication associated with the contract using paperless electronic means. When the Specifications require a submission of documentation, such documents must be submitted and exchanged electronically using the CEI provided email. All correspondence (RFI/RFM/RFCs, submittals, etc.) shall be submitted from the Prime Contractor to Procore Software to the Project Engineer and email as needed to the designated CEI Project Administrator who will in turn process. All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes.

PART 4 ABBREVIATIONS

4.1 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)

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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)

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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

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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 2024-25** and Edition with the exception that reduction in the FDOT acceptance criteria based on payment factors will not be allowed.

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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.

1.03 PRE-PAVEMENT MEETING

- A. Requirement:

A mandatory pre-pavement meeting shall be held prior to the commencement of any paving operations under this contract. The purpose of this meeting is to review the Contractor's paving plan, coordinate with affected stakeholders, and ensure compliance with the project specifications, schedule, and traffic control requirements.

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B. Attendance:

The meeting shall be attended by the Contractor's project manager, paving superintendent, quality control personnel, and representatives from the Owner (or designated Engineer), as well as any relevant subcontractors, utility representatives, or local agency officials as determined by the Owner. Failure of the Contractor's required representatives to attend may result in postponement of paving activities at no additional cost to the Owner.

C. Timing and Notice:

The pre-pavement meeting shall be scheduled no less than seven (7) calendar days prior to the planned start of paving operations, unless otherwise approved by the Owner in writing. The Contractor shall submit a written request to schedule the meeting to the Owner's designated representative at least ten (10) calendar days in advance, including a proposed agenda and paving schedule.

D. Agenda:

The meeting shall address, at a minimum, the following items:

Review of the Contractor's proposed paving sequence, schedule, and equipment.

Confirmation of pavement material specifications and mix design approvals.

Coordination of traffic control measures and public notifications in accordance with the approved Traffic Control Plan.

Verification of preparatory work completion (e.g., base course inspection, utility adjustments).

Discussion of quality control and testing procedures per [insert applicable specification, e.g., FDOT Standard Specifications Section 330].

Identification of potential conflicts or site-specific conditions affecting paving operations.

Establishment of communication protocols during paving activities.

E. Documentation:

The Contractor shall submit a paving plan no later than five (5) calendar days prior to the pre-pavement meeting, detailing the proposed methods, materials, and timeline. Minutes of the meeting, including a list of attendees and action items, shall be prepared by the Contractor and submitted to the Owner within three (3) calendar days following the meeting for approval.

F. Condition Precedent:

No paving work shall commence until the pre-pavement meeting has been conducted and all action items assigned during the meeting have been resolved to the satisfaction of the Owner. Any delay resulting from the Contractor's failure to comply with this requirement shall not entitle the Contractor to an extension of time or additional compensation.

G. Non-Compliance:

Should the Contractor proceed with paving operations without conducting the required pre-pavement meeting, the Owner reserves the right to suspend work until compliance is achieved. Any costs or delays arising from such suspension shall be borne solely by the Contractor.

H. Paving Operations

The paving operations portion of the 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.

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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.

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

1.05 PRODUCT DATA

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

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

1.06 SAMPLES

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

1.07 CERTIFICATES OF COMPLIANCE

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

1.08 PERMITS AND APPROVALS

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

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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.

1.11 RED-LINE AS-BUILT PLAN MARKUPS

- A. 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 are deemed incomplete or insufficient.
- B. **Submission Requirement:**
The Contractor shall maintain accurate red-line as-built drawings reflecting all changes, modifications, and actual conditions encountered during construction. These red-line as-built drawings shall be updated continuously throughout the project and submitted with each payment application to document progress and deviations from the original contract drawings. Prior month's red-lines should be finalized as "as-built" each subsequent submission from there forward.
- C. **Content and Format:**
Red-line as-built drawings shall be marked in red ink or digitally annotated to clearly indicate all field changes, including but not limited to alterations in alignment, materials, dimensions, and utility locations. The drawings shall comply with the requirements outlined in [JEA Water and Wastewater Standard Manual Section 501, or applicable section], including the provision of as-built submittal tables where required.
- D. **Timing and Review:**
With each payment application, the Contractor shall submit one (1) set of current red-line as-built drawings to the Owner's designated representative. Payment applications will not be processed until the accompanying red-line as-built drawings are received and deemed satisfactory by the Owner, ensuring they accurately reflect the work completed to date.
- E. **Purpose:**
Submission of red-line as-built drawings with payment applications is intended to facilitate ongoing verification of work performed, support accurate progress billing, and ensure that final as-built drawings submitted upon project completion are consistent with field conditions documented throughout construction.

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F. **Non-Compliance:**

Failure to submit updated red-line as-built drawings with a payment application may result in the application being returned as incomplete, delaying payment until compliance is achieved. No additional compensation or time extensions will be granted for delays caused by non-compliance with this requirement.

1.12 SUBMISSION OF FINAL AS-BUILT DRAWINGS

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.

1.13 REVISED BASELINE SCHEDULE

- A. Provide an updated baseline schedule reflecting current progress, adjustments to the critical path, and any approved changes to the original project timeline.
- B. The schedule shall be submitted in a format consistent with the approved baseline schedule (e.g., Critical Path Method [CPM]), detailing completed activities, remaining work, percentage completion, and any revisions due to delays, accelerations, or scope changes. The revised schedule shall include a narrative explaining variances from the previous submission.

[Remainder of the page is intentionally blank.]

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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.]

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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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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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Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB**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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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.

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Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1.01 TEMPORARY ELECTRICITY

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

1.02 TEMPORARY LIGHTING

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

1.03 TEMPORARY WATER

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

1.04 TEMPORARY SANITARY FACILITIES

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

1.05 TEMPORARY FIRE PROTECTION

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

1.06 PROTECTION OF WORK AND PROPERTY

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

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

1.07 ENVIRONMENTAL CONTROLS

- A. Maintain erosion control measures to protect the project site and prevent sediment pollution of adjacent water courses and properties.
 - 1. Install erosion control measures prior to start of construction and maintain them until final completion of work. Unless otherwise instructed, remove temporary erosion control measures prior to final application for payment.
 - 2. Strive to limit stripping of sod and vegetation to a period that will expose bare soil to the least possibility of erosion that construction requirements allow.
 - 3. Construct and maintain silt fence barriers, erosion bale barriers, or temporary diversions to receive runoff leaving site.
 - 4. Protect storm drain inlets by using silt fence barriers, erosion bale barriers, or equivalent.
 - 5. Remove at the end of each workday 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 2024-25** 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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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 2024-25** 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

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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

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB
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.]

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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 name alternatives.
- B. Changes and revisions to Contract Documents may be made by Change Order, Field Order, or other procedure authorized under the Contract Documents.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

- 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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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.

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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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

1.04 PROJECT SURVEY REQUIREMENTS

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

1.05 RECORDS

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

1.06 SUBMITTALS

- A. Submit name and address of surveyor or professional engineer to Engineer of Record and the County.
- B. On request of Engineer of Record and the County, submit documentation to verify accuracy of field survey.
- 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)

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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.

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Evelyn J. Burton, Sr. Procurement Specialist

SUBJECT: Addendum No. 1
Solicitation Number NC25-012-ITB
RESURFACING AND SAFETY IMPROVEMENTS CR121 FROM DUVAL
COUNTY LINE TO CR119

DATE: April 29, 2025

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions

1. Is there an Engineer's estimate for this project?

Response: The Engineer's opinion of probable construction cost is \$18,980,000.00

2. Please provide the Engineer's estimate of County's budget amount.

Response: The Engineer's opinion of probable construction cost is \$18,980,000.00

3. Please provide FDOT prequalified work categories required to bid this project.

Response: All FDOT pre-qualifications necessary to complete the work are described in Section 00 11 10 of NC25-012-ITB. Once bids are opened and evaluated, they will be provided to FDOT for deference and concurrence of qualifications.

4. Is there a specific liquidated damage per day amount for this contract? It is not stated in the agreement per bid form paragraph 6.01

Response:

a. Substantial Completion: Contractor shall pay Owner \$7,442 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion, until the Work is substantially complete.

b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as

Invitation to Bid

NC25-012-ITB Addendum No. 1

duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$7,442 for each day that expires after such time until the Work is completed and ready for final payment.

5. Plan sheet 3 indicates a bid alternate A but line items in electronic bid submission through PlanetBids does not include alternate A. Please clarify.

Response: Bid Alternate A has been provided and line items amended in PlanetBids. (See attached Revised Appendix M Line Item Price Sheet)

6. Plan sheet 3 includes mostly whole number quantities with a few exceptions for pavement marking by the gross mile which is normal per FDOT but planet bid line items extend to 6 decimal places. Most bidding software only extend to 2 or 3 decimal places. Please revise PlanetBids line item quantities to match plan sheet 3.

Response: Line item quantities have been revised in PlanetBids

7. "Required Attachments" reference a Schedule C (key Individuals and resumes, to be attached). Schedule C is not included in the proposal documents.

Response: See attached Schedule C – Qualifications Statement

8. SECTION 00 43 15 BID BOND indicates Penal Sum in words and figures, will "Five percent and 5%" be acceptable per section 4 of Division 00

Response: This is acceptable

ADDITIONAL INFORMATION:

Project Photo Requirements

The Contractor shall submit photographs to the Owner of work progress on a weekly basis. On a monthly basis, aerial photographs shall be taken. These photographs shall be captured on the project and be date, time and location stamped and be uploaded in ProCore. The Owner reserves the right to withhold progress payment if the required photographs are not provided or are deemed incomplete or insufficient.

CLARIFICATION regarding the submission of BONDS, the following applies:

SECTION 4.0 BID BOND *(pg. 6 of 186 in bid document)*

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

Invitation to Bid

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form prescribed and will provide the required bonds for the project. **An electronic copy of the BID BOND must be included as part of the submission and the original must be sent to the County's Clerk Office by the time of the Bid Opening at the following address:**

Office of the Ex-Officio Clerk
Attn: NC25-012-ITB
76347 Veterans Way, Suite 456
Yulee, Florida 32097

ARTICLE 20 CONTRACT SECURITY *(pg. 19 of 186 in bid document)*

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.

CLARIFICATION on Performance Bond and Payment Bond percentage:

The successful bidder shall provide an acceptable Performance Bond and Payment Bond each in the amount of **one hundred and fifteen percent (115%)** of the Contract and issued by a corporate surety licensed to do business in the State of Florida for the faithful performance of work outlined in the Technical Specifications/Scope of Work.

The solicitation due date and opening time remains: MAY 7, 2025 10:00 A.M. EST

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

ATTACHMENTS:

Revised Appendix M - Line Item Price Sheet
Schedule C – Qualifications Statement
Draft Agreement

ADDENDUM NO. 1

REVISED - APPENDIX - M - Addendum No. 1

Nassau County Bid Schedule

Line Items for Project Resurfacing and Safety Improvements (Phase 1) CR 121 From Duval County Line to CR 119 (NC25-012-ITB)

Issued on 04/04/2025

Bid Due on May 07, 2025 10:00 AM (EDT)

Item Num	Section	Item Code	Item Description	Unit of Measure	Quantity
1	Roadway Components	101-1	MOBILIZATION	LS	1
2	Roadway Components	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	Roadway Components	104-10-3	SEDIMENT BARRIER	LF	72279
4	Roadway Components	110-1-1	CLEARING & GRUBBING	AC	43
5	Roadway Components	110-3	REMOVAL OF EXISTING STRUCTURES/BRIDGES	SF	2300
6	Roadway Components	110-7-1	MAILBOX, F&I SINGLE	EA	98
7	Roadway Components	120-1	REGULAR EXCAVATION	CY	1174
8	Roadway Components	120-4	SUBSOIL EXCAVATION	CY	2815
9	Roadway Components	120-6	EMBANKMENT	CY	5715
10	Roadway Components	160-4	TYPE B STABILIZATION	SY	131672
11	Roadway Components	285-709	OPTIONAL BASE, BASE GROUP 09	SY	107997
12	Roadway Components	327-70-7	MILLING EXISTING ASPHALT PAVEMENT, 4" AVG DEPTH	SY	8900
13	Roadway Components	334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG76-22	TN	9376
14	Roadway Components	337-7-81	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-12.5, PG 76-22	TN	8995
15	Roadway Components	339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	62
16	Roadway Components	520-6	SHOULDER GUTTER- CONCRETE	LF	77
17	Roadway Components	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	87
18	Roadway Components	536-1-1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	1219
19	Roadway Components	536-7-2	SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT	EA	26
20	Roadway Components	536-73	GUARDRAIL REMOVAL	LF	868
21	Roadway Components	536-85-24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	12
22	Roadway Components	570-1-2	PERFORMANCE TURF, SOD	SY	74548
23	Roadway Components	N/A	MISC DRIVEWAY TIE-IN MATERIAL	SY	670
24	DRAINAGE COMPONENTS	400-4-1	CONCRETE CLASS IV, CULVERTS	CY	359
25	DRAINAGE COMPONENTS	415-1-1	REINFORCING STEEL- ROADWAY	LB	65309
26	DRAINAGE COMPONENTS	425-1-701	INLETS, GUTTER, TYPE S, <10'	EA	1
27	DRAINAGE COMPONENTS	425-2-41	MANHOLES, P-7, <10'	EA	1
28	DRAINAGE COMPONENTS	425-2-71	MANHOLES, J-7, <10'	EA	1
29	DRAINAGE COMPONENTS	430-94-1	DESILTING PIPE, 0-24"	LF	553
30	DRAINAGE COMPONENTS	430-94-2	DESILTING PIPE, 25"-36"	LF	514
31	DRAINAGE COMPONENTS	430-94-3	DESILTING PIPE, 37"-48"	LF	120
32	DRAINAGE COMPONENTS	430-175-115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	LF	27
33	DRAINAGE COMPONENTS	430-175-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	31
34	DRAINAGE COMPONENTS	430-175-124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	128
35	DRAINAGE COMPONENTS	430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	38
36	DRAINAGE COMPONENTS	430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	58
37	DRAINAGE COMPONENTS	430-536-200	STRAIGHT CONCRETE ENDWALLS, 36", DOUBLE, 0 DEGREES, ROUND	EA	2

38	DRAINAGE COMPONENTS	430-982-123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	EA	2
39	DRAINAGE COMPONENTS	430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	2
40	DRAINAGE COMPONENTS	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	36
41	DRAINAGE COMPONENTS	430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	5
42	DRAINAGE COMPONENTS	530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	150
43	DRAINAGE COMPONENTS	530-74	BEDDING STONE	TN	107
44	SIGNING AND PAVEMENT MARKING	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	21
45	SIGNING AND PAVEMENT MARKING	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	4
46	SIGNING AND PAVEMENT MARKING	700-1-50	SINGLE POST SIGN, RELOCATE	EA	40
47	SIGNING AND PAVEMENT MARKING	700-1-60	SINGLE POST SIGN, REMOVE	EA	9
48	SIGNING AND PAVEMENT MARKING	700-13-15	RETROREFLECTIVE SIGN STRIP- FURNISH AND INSTALL, 5'	EA	6
49	SIGNING AND PAVEMENT MARKING	705-10-1	OBJECT MARKER, TYPE 1	EA	3
50	SIGNING AND PAVEMENT MARKING	705-10-2	OBJECT MARKER, TYPE 2	EA	105
51	SIGNING AND PAVEMENT MARKING	705-10-3	OBJECT MARKER, TYPE 3	EA	12
52	SIGNING AND PAVEMENT MARKING	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	9024
53	SIGNING AND PAVEMENT MARKING	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	155
54	SIGNING AND PAVEMENT MARKING	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	1
55	SIGNING AND PAVEMENT MARKING	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	15
56	SIGNING AND PAVEMENT MARKING	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	4.8
57	SIGNING AND PAVEMENT MARKING	711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	6.4
58	SIGNING AND PAVEMENT MARKING	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
59	BRANDY BRANCH PLACE PAVING	334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	56
60	BRANDY BRANCH PLACE PAVING	570-1-2	PERFORMANCE TURF, SOD	SY	2027
61	Bid Alternate A - Drainage Components	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	673
62	Bid Alternate A - Drainage Components	430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND,30"S/CD	LF	183
63	Bid Alternate A - Drainage Components	430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND,36"S/CD	LF	80
64	Bid Alternate A - Drainage Components	430-982-133	MITERED END SECTION,OPTIONAL ROUND,30" CD	EA	2

Schedule C—Key Individuals

SCHEDULE C - QUALIFICATIONS STATEMENT

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **[name of contracting entity]** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: resurfacing and safety improvements of County Road 121 from the Duval County line to County Road 119 (Phase 1).

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: resurfacing and safety improvements of County Road 121 from the Duval County line to County Road 119 (Phase 1) and includes the following:

- A. Clearing and grubbing
- B. Subsoil Excavation
- C. Full depth reconstruction of 6.845 miles of CR 121
- D. Milling and resurfacing of 0.576 miles of CR 121
- E. Replace one triple-8'x6' concrete box culvert with one double-12'x6' concrete box culvert
- F. Replace one double-8'x4' concrete box culvert with one the same size
- G. Extend one double-8'x4' concrete box culvert on two sides
- H. Replacement of guardrail
- I. Installation of pavement markings
- J. Shoulder grading and placement of performance turf and sod

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Kimley-Horn and Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Time: Days*

The Work will be substantially complete within 500 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 of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 545 calendar days; for everyday the work goes beyond substantial completion; a day will be removed from final completion so the total days equal 545 calendar days.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$7,442** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$7,442** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is

precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage)

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amount not paid when due will bear interest at the rate as set forth in the Local Government Prompt Payment Act as set forth in Section 218.70 et. Al. of Florida Statutes.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. Addenda (numbers [number] to [number], inclusive).
 - 8. Contractor's Bid Response
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further 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.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement which shall be deemed an original on the day and year last written below, and which is the Effective Date of the Agreement.

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

License No.: _____
(where applicable)

State: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Evelyn J. Burton, Sr. Procurement Specialist

SUBJECT: Addendum No. 2
Solicitation Number NC25-012-ITB
RESURFACING AND SAFETY IMPROVEMENTS CR121 FROM DUVAL
COUNTY LINE TO CR119

DATE: April 30, 2025

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

1. Please provide CADD files to assist with earthwork takeoff

Response: Waiver to access CADD files is attached. See the attached form "Release of Electronic Files". Upon receipt of this document, notarized by the contractor and emailed to eburton@nassaucountyfl.com, a link will be provided for the requested files.

2. Is the Thrie Beam going across the box culverts figured as part of the Guardrail-Roadway, General TL-3?

Response: Yes

3. Is the existing asphalt removed under clearing and grubbing to become the property of Nassau County per general note 17?

Response: Pay Item 327-70-4 (MILLING EXISTING ASPHALT PAVEMENT, 3" AVG DEPTH) has been added to the bid. This quantity is intended to cover the milling of all reconstruction areas so that the millings can be delivered to Nassau County at 37356 Pea Farm Road, Hilliard, FL.

4. Is the existing base removed under clearing and grubbing to become the property of Nassau County per general note 22?

Response: Existing base removed under clearing and grubbing is not required to become property of Nassau County. Contractor is to remove and lawfully dispose of all existing base removed under the clearing and grubbing pay item.

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Addendum No. 2

5. Does the general note 17 “ANY ASPHALT MILLINGS FROM NASSAU COUNTY ROW 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.” reference asphalt removed under the milling pay item only?

Response: General note 17 refers to any asphalt millings removed under the milling pay item (327-70-7)

6. We have been told by one of the Pavement Marking subcontractors that the audible RPMs for the edge line are no longer available as FDOT now uses ground in rumble strips. Can Nassau County please address this issue prior to bid date?

Response: UFO RPM's have been discontinued as of February 2025. All UFO RPM's have been removed from the project. Ground-in rumble strips per FDOT Standard Plans, Index 546-020 are to be placed for all edgeline and centerline striping. Profiled Thermoplastic quantities have been added for the concrete bridge portion of the project.

7. There is no pay item in the plans for the UFO Audible Marking System called for in the Signing and Marking plans. As of February 1, 2025, this system has been discontinued for long line application. Is the intent to utilize pay item 706-1-3 for this application. If this is the intent, can you please specify which type of marker and color is to be installed?

Response: UFO RPM's have been discontinued as of February 2025. All UFO RPM's have been removed from the project. Ground-in rumble strips per FDOT Standard Plans, Index 546-020 are to be placed for all edgeline and centerline striping. Profiled Thermoplastic quantities have been added for the concrete bridge portion of the project.

8. Are the replacement of concrete driveways paid under pay item 522-2 or pay item N/A (misc driveway tie-in material)? There are no sidewalks shown in plans.

Response: The 5-ft apron for concrete driveways are included under pay item 522-2. Any additional concrete needed to tie to existing driveway is included in pay item N/A (misc driveway tie-in material).

9. If driveway replacement is paid under 522-2, please confirm quantity, our take off shows 140 SY

Response: The quantity for 522-2 includes only the 6" concrete needed for the 5-ft driveway apron drawn in the plans. All other concrete material needed for tie-in to existing is included in the N/A (misc driveway tie-in material) pay item.

Invitation to Bid

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10. Please confirm quantity for pay item N/A(misc driveway tie-in material). For all non-concrete driveways our takeoff is 2000SY

Response: The quantity for N/A (misc driveway tie-in material) includes only material needed to tie from edge of the 5-ft asphalt apron to existing ground. Quantity for 5-ft asphalt driveway aprons is included in the asphalt pay items.

11. Confirm all non-concrete driveways are to be asphalt. Driveway apron note on sheet 8 conflicts with pay item N/A note on sheet 3A

Response: The 5-ft driveway apron for all driveways not existing as concrete (includes asphalt, gravel, sod, etc) are to be asphalt. The tie-in material used beyond the 5-ft apron is to match the existing material.

12. Confirm size of box culvert extensions at sta 90+40. Sheet 22 indicates S-200 is 8x6 extension but sheet 112 indicates 8x4 extensions

Response: Structure S-200 will be two-8'x4' CBC extensions. Sheet 22 is mislabeled. Please refer to details on sheet 112 for all CBC details for Structures S-200 and S-201.

13. Confirm quantity of pay item 770-1-50 single sign post relocate. We have a quantity of 2. If there are 40 ea, please indicate location.

Response: Quantity for pay item 770-1-50 was increased to account for signs on minor connection streets that were not included in the survey that may be impacted by driveway tie-in work. We estimate there are 40 single post sign relocations that are not shown in the plans.

14. Based on note 22 on sheet 4, is the intent to provide all material to Nassau County or just the excess the contractor does not use or just the excess the County wants?

Response: All asphalt millings and excess earthwork shall be salvaged to Nassau County and delivered to Nassau County Road Department at 37356 Pea Farm Road, Hilliard, FL. All materials not salvaged to Nassau County or incorporated into the project shall be removed and lawfully disposed of off-site. Excess fill material shall be utilized to the fullest extent possible. Remaining suitable fill shall be salvaged to Nassau County at 37356 Pea Farm Road, Hilliard, FL.

15. Regarding maintenance of traffic, are the closure segments defined or up to the contractor to determine?

Response: The contractor shall develop a traffic control plan that includes limits of road closure per segment that follow the parameters listed in the Traffic Control

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General Notes on sheet 150 for approval by Nassau County Capital Projects Department and the EOR.

The solicitation due date and opening time remains: MAY 7, 2025 10:00 A.M. EST

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

ATTACHMENTS

Release of Electronic Files

Revised Appendix M Line Item Price Sheet



RELEASE OF ELECTRONIC FILES

TO: Prospective Bidder ("Recipient")

RE: NC25-012-ITB, Resurfacing and Safety Improvements (Phase 1) CR 121 From Duval County Line to CR 119

DATE: April 28, 2025

Kimley-Horn is providing electronic files to Recipient pursuant to Recipient's request. Release of the files is subject to Recipient's execution of this document.

These electronic files and any information contained therein are being released and transferred as a courtesy and solely for Recipient's convenience. Kimley-Horn will not be responsible for any damages arising out of or in connection with the furnishing of these files or Recipient's use of the files. Recipient recognizes that electronic files may be purposely or inadvertently altered or corrupted in any number of ways. Neither Kimley-Horn nor Nassau County make any representations, warranties, either express or implied, as to their suitability for any specific purpose.

By accepting delivery hereof, Recipient agrees to indemnify, defend and hold harmless Kimley-Horn and Nassau County, the Nassau County Board of County Commissioners and their respective officers, directors, and employees from any and all liability or damages that may arise or result from, in whole or in part, the furnishing of the electronic files or from the use of the electronic files and any information contained therein by Recipient, Recipient's employees, agents, or sub-Recipients.

Kimley-Horn does not guarantee the files will be compatible with Recipient's processing systems and is not responsible for any updates or modifications required for use by Recipient. It is Recipient's responsibility to examine the files for viruses or other contaminations prior to use.

The undersigned represents that the undersigned is an authorized signer on behalf of Recipient.

ACCEPTED AND AGREED:

Prospective Bidder, Recipient

Entity Name: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, _____, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this ____ day of __, 202__.

ADDENDUM NO. 2

REVISED - APPENDIX M - Addendum No. 2

Nassau County Bid Schedule

Line Items for Project Resurfacing and Safety Improvements (Phase 1) CR 121 From Duval County Line to CR 119 (NC25-012-ITB)

Issued on 04/04/2025

Bid Due on May 07, 2025 10:00 AM (EDT)

Item Num	Section	Item Code	Item Description	Unit of Measure	Quantity
1	Roadway Components	101-1	MOBILIZATION	LS	1
2	Roadway Components	102-1	MAINTENANCE OF TRAFFIC	LS	1
3	Roadway Components	104-10-3	SEDIMENT BARRIER	LF	72279
4	Roadway Components	110-1-1	CLEARING & GRUBBING	AC	43
5	Roadway Components	110-3	REMOVAL OF EXISTING STRUCTURES/BRIDGES	SF	2300
6	Roadway Components	110-7-1	MAILBOX, F&I SINGLE	EA	98
7	Roadway Components	120-1	REGULAR EXCAVATION	CY	1174
8	Roadway Components	120-4	SUBSOIL EXCAVATION	CY	2815
9	Roadway Components	120-6	EMBANKMENT	CY	5715
10	Roadway Components	160-4	TYPE B STABILIZATION	SY	131672
11	Roadway Components	285-709	OPTIONAL BASE, BASE GROUP 09	SY	110022
12	Roadway Components	327-70-4	MILLING EXISTING ASPHALT PAVEMENT, 4" AVG DEPTH	SY	96770
13	Roadway Components	334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG76-22	TN	9376
14	Roadway Components	337-7-81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	9162
15	Roadway Components	339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	62
16	Roadway Components	520-6	SHOULDER GUTTER- CONCRETE	LF	77
17	Roadway Components	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	87
18	Roadway Components	536-1-1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	1219
19	Roadway Components	536-7-2	SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT	EA	26
20	Roadway Components	536-73	GUARDRAIL REMOVAL	LF	868
21	Roadway Components	536-85-24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	12
22	Roadway Components	546-72-3	GROUND-IN RUMBLE STRIPS, 8" SINUSOIDAL	GM	22.1
23	Roadway Components	570-1-2	PERFORMANCE TURF, SOD	SY	74548
24	Roadway Components	N/A	MISC DRIVEWAY TIE-IN MATERIAL	SY	670
25	DRAINAGE COMPONENTS	400-4-1	CONCRETE CLASS IV, CULVERTS	CY	359
26	DRAINAGE COMPONENTS	415-1-1	REINFORCING STEEL- ROADWAY	LB	65309
27	DRAINAGE COMPONENTS	425-1-701	INLETS, GUTTER, TYPE S, <10'	EA	1
28	DRAINAGE COMPONENTS	425-2-41	MANHOLES, P-7, <10'	EA	1
29	DRAINAGE COMPONENTS	425-2-71	MANHOLES, J-7, <10'	EA	1
30	DRAINAGE COMPONENTS	430-94-1	DESILTING PIPE, 0-24"	LF	553
31	DRAINAGE COMPONENTS	430-94-2	DESILTING PIPE, 25"-36"	LF	514
32	DRAINAGE COMPONENTS	430-94-3	DESILTING PIPE, 37"-48"	LF	120
33	DRAINAGE COMPONENTS	430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	27

34 DRAINAGE COMPONENTS	430-175-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	31
35 DRAINAGE COMPONENTS	430-175-124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	128
36 DRAINAGE COMPONENTS	430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	38
37 DRAINAGE COMPONENTS	430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	58
38 DRAINAGE COMPONENTS	430-536-200	STRAIGHT CONCRETE ENDWALLS, 36", DOUBLE, 0 DEGREES, ROUND	EA	2
39 DRAINAGE COMPONENTS	430-982-123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	EA	2
40 DRAINAGE COMPONENTS	430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	2
41 DRAINAGE COMPONENTS	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	36
42 DRAINAGE COMPONENTS	430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	5
43 DRAINAGE COMPONENTS	530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	150
44 DRAINAGE COMPONENTS	530-74	BEDDING STONE	TN	107
45 SIGNING AND PAVEMENT MARKING	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	21
46 SIGNING AND PAVEMENT MARKING	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	4
47 SIGNING AND PAVEMENT MARKING	700-1-50	SINGLE POST SIGN, RELOCATE	EA	40
48 SIGNING AND PAVEMENT MARKING	700-1-60	SINGLE POST SIGN, REMOVE	EA	9
49 SIGNING AND PAVEMENT MARKING	700-13-15	RETROREFLECTIVE SIGN STRIP- FURNISH AND INSTALL, 5'	EA	6
50 SIGNING AND PAVEMENT MARKING	701-17-101	PROFIED THERMOPLASTIC, STANDARD-CONCRETE SURFACES, WHITE, SOLID, 6"	GM	0.12
51 SIGNING AND PAVEMENT MARKING	701-17-201	PROFIED THERMOPLASTIC, STANDARD-CONCRETE SURFACES, YELLOW, SOLID, 6"	GM	0.12
52 SIGNING AND PAVEMENT MARKING	705-10-1	OBJECT MARKER, TYPE 1	EA	3
53 SIGNING AND PAVEMENT MARKING	705-10-2	OBJECT MARKER, TYPE 2	EA	105
54 SIGNING AND PAVEMENT MARKING	705-10-3	OBJECT MARKER, TYPE 3	EA	12
55 SIGNING AND PAVEMENT MARKING	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	1789
56 SIGNING AND PAVEMENT MARKING	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	155
57 SIGNING AND PAVEMENT MARKING	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	1
58 SIGNING AND PAVEMENT MARKING	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	15
59 SIGNING AND PAVEMENT MARKING	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	4.8
60 SIGNING AND PAVEMENT MARKING	711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	6.4
61 SIGNING AND PAVEMENT MARKING	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
62 BRANDY BRANCH PLACE PAVING	334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	56
63 BRANDY BRANCH PLACE PAVING	570-1-2	PERFORMANCE TURF, SOD	SY	2027
64 Bid Alternate A - Drainage Components	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	673
65 Bid Alternate A - Drainage Components	430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND,30"S/CD	LF	183
66 Bid Alternate A - Drainage Components	430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND,36"S/CD	LF	80
67 Bid Alternate A - Drainage Components	430-982-133	MITERED END SECTION,OPTIONAL ROUND,30" CD	EA	2



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Evelyn J. Burton, Sr. Procurement Specialist

SUBJECT: Addendum No. 3
Solicitation Number NC25-012-ITB
RESURFACING AND SAFETY IMPROVEMENTS CR121 FROM DUVAL
COUNTY LINE TO CR119

DATE: May 1, 2025

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

THE SOLICITATION DUE DATE HAS BEEN EXTENDED

New solicitation due date and opening time: **MAY 15, 2025 10:00 A.M. EST**

**VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY
THROUGH PLANETBIDS BY ITS BID SUBMISSION.**



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Evelyn J. Burton, Sr. Procurement Specialist

SUBJECT: Addendum No. 4
Solicitation Number NC25-012-ITB
RESURFACING AND SAFETY IMPROVEMENTS CR121 FROM DUVAL
COUNTY LINE TO CR119

DATE: May 7, 2025

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

1. Can appendix N-1 (subcontractor E-verify affidavit) be submitted post bid by successful contractor. Getting these signed and notarized prebid will be an impossible task.

RESPONSE: The Subcontractor E-Verify Affidavit is a required document for submission.

2. Referencing the County's response to question 3. in Addendum #2, the County added pay item 327-70-4 which is 3" depth per FDOT Basis of Estimates, however bid form states 4". Please confirm pay item description in bid form.

RESPONSE: See attached Revised Appendix M – Line Item Price Sheet

3. Referencing the County's bid form change after Addendum #2 and question #5, the County erroneously removed pay item 327-70-7 (MILLING EXISTING ASPHALT PAVEMENT, 4" AVG DEPTH). Please revise.

RESPONSE: See attached Revised Appendix M – Line Item Price Sheet

4. Referencing the County's response to question 3. in Addendum #2, the County selected a milling pay item, subject to FDOT Specification 327 for asphalt removal. FDOT Specification 327 is utilized to mill and prepare milled surface for asphalt

Invitation to Bid

NC25-012-ITB
Addendum No. 4

overlay, including quality control requirements. Please advise if FDOT Specification 327 will be applicable for milling (asphalt removal) in areas of reconstruction.

RESPONSE: Contractor can ignore sections of FDOT specification 327 that refers to preparing milled surface for overlay, including quality control requirements for all areas within reconstruction limits (Pay Item 327-70-4). The intent of this pay item is to recover millings prior to clearing and grubbing and earthwork related to full depth reconstruction.

5. Referencing the County's response to questions 3. and 14. in Addendum #2, the County added the millings from the reconstruction area to be delivered to County. Can the Contractor take ownership of enough millings to offset the RAP incorporated into new asphalt mix (quantity to be based on approve mix designs)?

RESPONSE: All millings removed from existing asphalt paved surfaces are to be delivered to the County Road Dept.

New solicitation due date and opening time: MAY 15, 2025 10:00 A.M. EST

VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.

ATTACHMENT(S)

Revised Appendix M Line Item Price Sheet

NC25-012-ITB Resurfacing and Safety Improvements for CR 121 from Duval County Line to CR 119 (Phase 1)
ADDENDUM NO. 4

REVISED - APPENDIX M- Addendum No. 4

Nassau County Bid Schedule

Line Items for Project Resurfacing and Safety Improvements (Phase 1) CR 121 From Duval County Line to CR 119 (NC25-012-ITB)

Issued on 04/04/2025

Bid Due on May 15, 2025 10:00 AM (EDT)

Item Num	Section	Item Code	Item Type	Item Description	Unit of Measure	Quantity
1	Roadway Components	101-1		MOBILIZATION	LS	1
2	Roadway Components	102-1		MAINTENANCE OF TRAFFIC	LS	1
3	Roadway Components	104-10-3		SEDIMENT BARRIER	LF	72279
4	Roadway Components	110-1-1		CLEARING & GRUBBING	AC	43
5	Roadway Components	110-3		REMOVAL OF EXISTING STRUCTURES/BRIDGES	SF	2300
6	Roadway Components	110-7-1		MAILBOX, F&I SINGLE	EA	98
7	Roadway Components	120-1		REGULAR EXCAVATION	CY	1174
8	Roadway Components	120-4		SUBSOIL EXCAVATION	CY	2815
9	Roadway Components	120-6		EMBANKMENT	CY	5715
10	Roadway Components	160-4		TYPE B STABILIZATION	SY	131672
11	Roadway Components	285-709		OPTIONAL BASE, BASE GROUP 09	SY	110022
12	Roadway Components	327-70-4		MILLING EXISTING ASPHALT PAVEMENT, 3" AVG DEPTH	SY	96770
13	Roadway Components	327-70-7		MILLING EXISTING ASPHALT PAVEMENT, 4" AVG DEPTH	SY	8900
14	Roadway Components	334-1-52		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG76-22	TN	9376
15	Roadway Components	337-7-81		ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	9162
16	Roadway Components	339-1		MISCELLANEOUS ASPHALT PAVEMENT	TN	62
17	Roadway Components	520-6		SHOULDER GUTTER- CONCRETE	LF	77
18	Roadway Components	522-2		CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	87
19	Roadway Components	536-1-1		GUARDRAIL -ROADWAY, GENERAL TL-3	LF	1219
20	Roadway Components	536-7-2		SPECIAL GUARDRAIL POST- SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT	EA	26
21	Roadway Components	536-73		GUARDRAIL REMOVAL	LF	868
22	Roadway Components	536-85-24		GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	12
23	Roadway Components	546-72-3		GROUND-IN RUMBLE STRIPS, 8" SINUSOIDAL	GM	22.1
24	Roadway Components	570-1-2		PERFORMANCE TURF, SOD	SY	74548
25	Roadway Components	N/A		MISC DRIVEWAY TIE-IN MATERIAL	SY	670
26	DRAINAGE COMPONENTS	400-4-1		CONCRETE CLASS IV, CULVERTS	CY	359
27	DRAINAGE COMPONENTS	415-1-1		REINFORCING STEEL- ROADWAY	LB	65309
28	DRAINAGE COMPONENTS	425-1-701		INLETS, GUTTER, TYPE S, <10'	EA	1
29	DRAINAGE COMPONENTS	425-2-41		MANHOLES, P-7, <10'	EA	1
30	DRAINAGE COMPONENTS	425-2-71		MANHOLES, J-7, <10'	EA	1
31	DRAINAGE COMPONENTS	430-94-1		DESILTING PIPE, 0-24"	LF	553
32	DRAINAGE COMPONENTS	430-94-2		DESILTING PIPE, 25"-36"	LF	514
33	DRAINAGE COMPONENTS	430-94-3		DESILTING PIPE, 37"-48"	LF	120
34	DRAINAGE COMPONENTS	430-175-115		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	27
35	DRAINAGE COMPONENTS	430-175-118		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	31
36	DRAINAGE COMPONENTS	430-175-124		PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	128
37	DRAINAGE COMPONENTS	430-175-130		PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	38

NC25-012-ITB Resurfacing and Safety Improvements for CR121 from Duval County Line to CR119 (Phase 1)

ADDENDUM NO. 4

38 DRAINAGE COMPONENTS	430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	58
39 DRAINAGE COMPONENTS	430-536-200	STRAIGHT CONCRETE ENDWALLS, 36", DOUBLE, 0 DEGREES, ROUND	EA	2
40 DRAINAGE COMPONENTS	430-982-123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	EA	2
41 DRAINAGE COMPONENTS	430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	2
42 DRAINAGE COMPONENTS	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	36
43 DRAINAGE COMPONENTS	430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	5
44 DRAINAGE COMPONENTS	530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	150
45 DRAINAGE COMPONENTS	530-74	BEDDING STONE	TN	107
46 SIGNING AND PAVEMENT MARKING	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	21
47 SIGNING AND PAVEMENT MARKING	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	4
48 SIGNING AND PAVEMENT MARKING	700-1-50	SINGLE POST SIGN, RELOCATE	EA	40
49 SIGNING AND PAVEMENT MARKING	700-1-60	SINGLE POST SIGN, REMOVE	EA	9
50 SIGNING AND PAVEMENT MARKING	700-13-15	RETROREFLECTIVE SIGN STRIP- FURNISH AND INSTALL, 5'	EA	6
51 SIGNING AND PAVEMENT MARKING	701-17-101	PROFIED THERMOPLASTIC, STANDARD-CONCRETE SURFACES, WHITE, SOLID, 6"	GM	0.12
52 SIGNING AND PAVEMENT MARKING	701-17-201	PROFIED THERMOPLASTIC, STANDARD-CONCRETE SURFACES, YELLOW, SOLID, 6"	GM	0.12
53 SIGNING AND PAVEMENT MARKING	705-10-1	OBJECT MARKER, TYPE 1	EA	3
54 SIGNING AND PAVEMENT MARKING	705-10-2	OBJECT MARKER, TYPE 2	EA	105
55 SIGNING AND PAVEMENT MARKING	705-10-3	OBJECT MARKER, TYPE 3	EA	12
56 SIGNING AND PAVEMENT MARKING	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	1789
57 SIGNING AND PAVEMENT MARKING	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	155
58 SIGNING AND PAVEMENT MARKING	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	1
59 SIGNING AND PAVEMENT MARKING	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	15
60 SIGNING AND PAVEMENT MARKING	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	4.8
61 SIGNING AND PAVEMENT MARKING	711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	6.4
62 SIGNING AND PAVEMENT MARKING	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
63 BRANDY BRANCH PLACE PAVING	334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	56
64 BRANDY BRANCH PLACE PAVING	570-1-2	PERFORMANCE TURF, SOD	SY	2027
65 Bid Alternate A - Drainage Components	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	673
66 Bid Alternate A - Drainage Components	430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND,30"S/CD	LF	183
67 Bid Alternate A - Drainage Components	430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND,36"S/CD	LF	80
68 Bid Alternate A - Drainage Components	430-982-133	MITERED END SECTION,OPTIONAL ROUND,30" CD	EA	2

EXHIBIT "B"

Contractor Bid Response

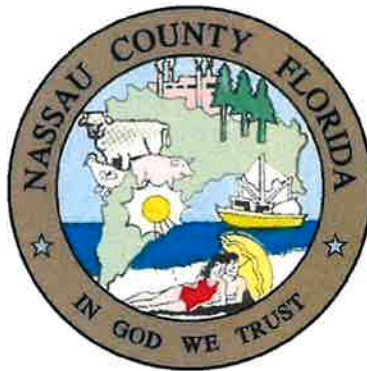
**Resurfacing and Safety
Improvements CR 121 from
Duval County Line to CR 119
(Phase 1)**

INVITATION TO BID (ITB)

Bid No. NC25-012-ITB

FPID 449196-1-54-01

Nassau County
Board of County Commissioners
Nassau County, Florida



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

Prepared By: Kimley-Horn

April 2025

12740 Gran Bay Parkway, Ste. 2350

Jacksonville, FL 32258

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

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Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) — NC25-012-ITB

APPENDIX A

Florida Department of Transportation (FDOT) State Funded Grant Agreement, Financial Project No. 449196-1-54-01

APPENDIX B

Nassau County - Road Closure Policy

APPENDIX C

Nassau County As-Builts Requirement Check List

APPENDIX D

Plans and Drawings

APPENDIX E

Geotechnical Report (Pavement Evaluation and Widening)

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APPENDIX I

Florida Department of Transportation (FDOT) Bridge Structure Number Request Form (#744321)

APPENDIX J

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APPENDIX K

Technical Specifications

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APPENDIX M

Bid Schedule

APPENDIX N

E-Verify Affidavits

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Anti-Human Trafficking Affidavit

DIVISION 00

PROCUREMENT & CONTRACTING REQUIREMENTS

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

SECTION 00 11 10

ADVERTISEMENT FOR BIDS

PROJECT: CR 121 from Duval County Line to CR 119
Bid Number NC25-012-ITB
Nassau County, Florida

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

ENGINEER: Jessica Novak, P.E.
12740 Gran Bay Parkway
Ste. 2350
Jacksonville, FL 32258

NON-MANDATORY PRE-BID CONFERENCE: Pre-Bid Conference for the project will be held on April 17, 2025, at 2 p.m.

LOCATION OF NON-MANDATORY PRE-BID CONFERENCE: 96135 Nassau Place, Yulee, FL 32097 in the BOCC Chambers.

DEADLINE FOR

QUESTIONS: April 23, 2025 at 4:00 P.M.
Submit question via PlanetBids
<https://pbsystem.planetbids.com/portal/49083/portal-home>

BID DEADLINE: May 7, 2025 at 10:00 A.M.

BID OPENING: May 7, 2025 at 10:00 A.M.

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

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

1.0 WORK DESCRIPTION

This project consists of the reconstruction and resurfacing of County Road 121 from Duval County line to County Road 119. The work to be performed is generally described as roadway reconstruction and includes the following:

- Clearing and grubbing
- Subsoil Excavation
- Full depth reconstruction of 6.845 miles of CR 121
- Milling and resurfacing of 0.576 miles of CR 121
- Replace one triple-8'x6' concrete box culvert with one double-12'x6' concrete box culvert
- Replace one double-8'x4' concrete box culvert with one the same size
- Extend one double-8'x4' concrete box culvert on two sides
- Replacement of guardrail
- Installation of pavement markings
- Shoulder grading and placement of performance turf and sod

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 Clerk's Office by the time of the Bid Opening.**

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BONDS SHALL BE ADDRESSED TO:

Board of County Commissioners
Office of the Ex-Officio Clerk
Attn: NC25-012-ITB
76347 Veterans Way, Suite 456
Yulee, Florida 32097

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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.

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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.

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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.

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- 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

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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 a non-mandatory pre-bid conference/meeting for this project. The pre-bid conference will be held on April 17, 2025, at 2 p.m. at 96135 Nassau Place, Yulee, FL 32097 in the BOCC Chambers.

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 April 23, 2025 @ 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.

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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.

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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.

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- 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.

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- 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

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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.

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Addendum No.

NO. 1

NO. 2

NO. 3

NO. 4

Addendum Date

APRIL 29TH 2025

APRIL 30TH 2025

MAY 1ST 2025

MAY 7TH 2025

- 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.

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- 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): Insert Pricing Directly into PlanetBids in the Line Items Tab.

All specific cash allowances are included in the price(s) set forth in the prices bid 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 500 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 45 calendar days from the date of substantial completion. Total contract time shall be 545 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 545 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. Qualifications Statement (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.

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SUBMITTED on MAY 15TH, 20 25.

State Contractor License No. CGC 060909

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.: _____

Resurfacing and Safety Improvements CR 121 from Duval County Line to CR 119 (Phase 1) NC25-012-ITB

A Corporation

Corporation Name: Anderson Columbia Co., Inc.

(SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): GENERAL BUISNESS

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

Name (typed or printed): E. Tony Williams Jr.

Title: Vice President (CORPORATE SEAL)


Attest Brian P. Schreiber, Secretary
(Signature of Corporate Secretary)

Business address: 871 NW Guerdon Street, Lake City, FL. 32056

Phone No.: 386.752.7585 Ext. 224 Fax No.: 386.755.9132

Date of Qualification to do business is MARCH 7TH 1988

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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.)