

CONTRACT

THIS CONTRACT entered into this 27th day of January, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and ALL FLORIDA SEPTIC TANK SERVICE, INC., 8300 West Beaver Street, Jacksonville, Florida 32220, hereinafter referred to as "CONTRACTOR".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received proposals for the installation of a new onsite sewage disposal system at the North End Nature Center and Marine Park; and

WHEREAS, All Florida Septic Tank Service, Inc., was the best responsive bidder for the project and was awarded the bid on January 23, 2006.

RECITALS

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other mutually agreed upon considerations contained herein, the parties agree as follows:

SECTION 1. DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the Bid Specifications, made a part of this Contract, and attached hereto as Exhibit A, is to furnish all labor, materials, freight, transportation and all appurtenances to install one new onsite sewage disposal system as per plans, specifications, and State of Florida Department of Health

approved permit at the North End Boat Ramp (also known as the Dee Dee Bartels Nature Center and Fishing Pier at the North End Boat Ramp). Contractor shall supply all labor, equipment and materials necessary to install one new 1650 gallon septic tank; 900 gallon dosing tank; two (2) pumps, four (4) floats and control panel; electric service from control panel to pumps only; forcemain from pumps to drainfield; sand to backfill thirty six inch (36") excavation and for forty one inch (41") mound; install 1000 square feet of low pressure drainfield; sod slopes, hay and seed top per Department of Health specifications.

SECTION 2. TIME OF PERFORMANCE

The Contractor will commence the Work required by the Bid Specifications, which are attached hereto as Exhibit "A", upon execution of the Notice to Proceed by both parties and Work pursuant to this contract shall be completed not later than March 10, 2006.

SECTION 3. COMPENSATION

The County has determined and declared the Contractor to be the lowest responsible bidder on the project and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit: Twenty Two Thousand One Hundred Fifty Dollars (\$22,150.00). The County shall pay the Contractor for the Work set forth in Section 1, Description of Services to be Provided. Payments will be disbursed in the following manner: Payments shall be made within forty five (45) days of receipt of Contractor's invoice, and shall be paid pursuant to Florida

Statutes 218.70, the Prompt Payment Act. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation indicating the percentage of completion and shall be reviewed by the Building Maintenance Director and approved or denied and sent to the Contract Manager for review and/or approval. Said invoice will then be provided to the County Administrator and Clerk of Courts for review and recommendation to the Board of County Commissioners. Any dispute as to payment shall be addressed pursuant to Section 20.

The Contractor shall not be paid additional compensation for any and/or all loss, or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Contractor, by executing this contract, affirms that he has inspected the job site, knows of the site conditions, knows of the type of equipment necessary and said bid was submitted in contemplation of these facts. Contractor further acknowledges that time is of the essence and can perform the work within the required time frame.

SECTION 4. CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of the Clerk, 76347 Veterans Way, Yulee, Florida

32097. All documents submitted by Contractor in relation to said bid are, by reference, made a part hereof as if set forth herein in full.

SECTION 5. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend, and hold harmless Nassau County, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this Contract. The Contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Nassau County's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

Workers' Compensation: The Contractor shall agree to maintain Workers Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less

than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County

prior to start of construction. Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

Waiver of Subrogation: Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the

policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Subcontractors: It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Umbrella or Excess Liability: The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form", the County shall be endorsed as an Additional Insured.

Right to Review: The County, through its Risk Management Coordinator, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION 6. PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the County. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION 7. WORK CHANGES

The County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the Chairman of the Board of County Commissioners representing the County. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties.

SECTION 8. COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done are to comply with all local state and federal laws and regulations.

SECTION 9. CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION 10. NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed, Contractor shall submit a request for inspection in writing to the Building Maintenance Director.

SECTION 11. INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the contract documents, Building Maintenance Director shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Building Maintenance Director shall approve the invoice when it is received. Thereafter the invoice review and recommendations shall be as described in Section 3. If, on such inspection the Building Maintenance Director is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific

respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him to correct the deficiencies so pointed out at no additional charge to the County, and otherwise on terms and conditions specified by the Building Maintenance Director. Such examination, inspection, or tests made by the Building Maintenance Director, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION 12. ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

SECTION 13. LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION 14. SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION 15. ASSIGNMENT

Contractor shall not delegate, sublet or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the County.

SECTION 16. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract, the County, by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the County may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the County for any additional cost incurred by it in its completion of the work. The County may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the County for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the County for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the County may take possession of and utilize in completing

the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

- B. Damages for Delay. There shall be no damages for Delay.
- C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to:
 - (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any acts by the County, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions. However, the Contractor must promptly notify the County in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the County shall extend the

time for completing the work for a period of time commensurate with the period of excusable delay.

The County may terminate this agreement with or without cause by giving the vendor/contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

SECTION 17. LAW AND VENUE

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.

SECTION 18. REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the County for any expenditures incurred by the County in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the County to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the

County in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the contract.

SECTION 19. APPROPRIATION APPROVAL

Appropriations necessary for the funding of this Agreement have been secured through a Land and Water Conservation Grant from the Florida Department of Environmental Protection. Contractor acknowledges that this is the sole and entire funding source for this project and that there are no funds available from the Board of County Commissioners. The Contractor is solely responsible for any and all costs beyond the total dollar amount of this agreement including any changes in the scope of work set forth in the Agreement. All work completed pursuant to this contract must be completed by March 10, 2006. Failure to complete said work as approved by the County will result in non-payment.

SECTION 20. DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and Contract Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Building Maintenance Director or their designee, the Contract Manager, and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contract Manager and the County Attorney and the County Administrator, the Contract Manager and

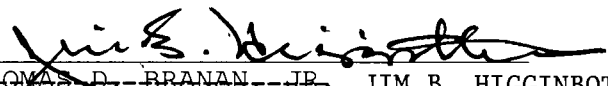
the Building Maintenance Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 21. ENTIRE AGREEMENT

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract at Nassau County, Florida, this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


~~THOMAS D. BRANAN, JR.~~ JIM B. HIGGINBOTHAM
CHAIRMAN VICE CHAIRMAN

ATTEST:

John A. Crawford
JOHN A. CRAWFORD
EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

T. J. Greeson
T. J. GREESON
CHIEF OF STAFF/OPERATIONS

Michael S. Mullin
MICHAEL S. MULLIN

ALL FLORIDA SEPTIC TANK SERVICE,
INC.

Wayne Joyner
By: Wayne Joyner
Its: OPERATIONS MANAGER

STATE OF Florida
COUNTY OF DUVAL

Before me personally appeared, Wayne Joyner, who
is personally known ✓ or produced _____ as
identification, known to be the person described in and who
executed the foregoing instrument, and acknowledged to and before
me that he/she executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal, this 26th day of JANUARY,
2006.

Nina K. Tillman
Notary Signature

Notary-Public-State of Florida at large
My Commission expires: 10-12-2007



NINA K. TILLMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD256127
EXPIRES 10/12/2007
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"



STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE DISPOSAL SYSTEM
APPLICATION FOR CONSTRUCTION PERMIT
Authority: Chapter 381, FS

CENTRAX #: 45-SF-05838
DATE PAID: _____
FEE PAID: \$ _____
RECEIPT: _____
OSTDSNBR: 05-0752-N

APPLICATION FOR:

[☒] New System [] Existing System [] Holding Tank [] Innovative
[] Repair [] Abandonment [] Temporary [☒] NA

APPLICANT: NASSAU COUNTY COMMISSIONERS/BO TELEPHONE: 904 548-4688

AGENT: 000000126 , DARRELL MILLIGAN,

MAILING ADDRESS: POST OFFICE BOX 1010 FERNANDINA BCH FL 32035

TO BE COMPLETED BY APPLICANT OR APPLICANT'S AUTHORIZED AGENT. ATTACH BUILDING PLAN AND TO-SCALE SITE PLAN SHOWING PERTINENT FEATURES REQUIRED BY CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE.

PROPERTY INFORMATION [IF LOT IS NOT IN A RECORDED SUBDIVISION, ATTACH LEGAL DESCRIPTION OR DEED]

LOT: N/A BLOCK: N/A SUBDIVISION: METES & BOUNDS PLATTED: 3/27/01

PROPERTY ID #: 10-3N-28-0000-0002-0000 ZONING: IW I / M OR EQUIVALENT: [☐ Y / ☐ N]

PROPERTY SIZE: 8.20 ACRES [Sqft/43560] PROPERTY WATER SUPPLY: [☒] PRIVATE [] PUBLIC

IS SEWER AVAILABLE AS PER 381.0065, FLORIDA STATUTES? [☐ N] DISTANCE TO SEWER: _____ FT

PROPERTY STREET ADDRESS: 97177 POGEY PL, FERNANDINA BCH

DIRECTIONS TO PROPERTY:

14TH STREET NORTH TO END, LEFT ON POGEY PLACE TO END BEFORE GATE TO POGEY PLACE. ENTRANCE IS ON RIGHT TO DEE DEE BARTELS NATURE CENTER & FISHING PIER AT THE NORTH END BOAT RAMP.

BUILDING INFORMATION [☒] RESIDENTIAL [] COMMERCIAL

Unit No	Type of Establishment	No. of Bedrooms	Building Area Sqft	# Persons Served	Business Activity For Commercial Only
<u>1</u>	<u>BATHROOMS</u>	<u>0</u>	<u>160</u>	<u>5</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

[] Floor/Equipment Drains [] Other (Specify) _____

APPLICANT'S SIGNATURE: _____

DATE: _____

DH 4015, 03/97 (Obsoletes previous editions which may not be used)
(Stock Number: 5744-001-4015-1) [ostds_appl_4015-1]



STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL
SYSTEM
APPLICATION FOR CONSTRUCTION PERMIT

PERMIT NO. 05-0752-N
DATE PAID: 10-7-05
FEE PAID: N/C
RECEIPT #: —

APPLICATION FOR:

☒ New System ☐ Existing System ☐ Holding Tank ☐ Innovative
☐ Repair ☐ Abandonment ☐ Temporary ☐ _____

APPLICANT: NASSAU COUNTY BOARD of County Commissioners

AGENT: DARRELL T. Milligan

TELEPHONE: 904-548-4688

MAILING ADDRESS: P.O. Box 1010 FERNANDINA Bch. FL. 32035

TO BE COMPLETED BY APPLICANT OR APPLICANT'S AUTHORIZED AGENT. SYSTEMS MUST BE CONSTRUCTED BY A PERSON LICENSED PURSUANT TO 489.105(3) (a) OR 489.552, FLORIDA STATUTES. IT IS THE APPLICANT'S RESPONSIBILITY TO PROVIDE DOCUMENTATION OF THE DATE THE LOT WAS CREATED OR PLATTED (MM/DD/YY) IF REQUESTING CONSIDERATION OF STATUTORY GRANDFATHER PROVISIONS.

PROPERTY INFORMATION

LOT: _____ BLOCK: _____ SUBDIVISION: _____ PLATTED: _____

PROPERTY ID #: 10-3N-28-0000-0002-0000 ZONING: IW I/M OR EQUIVALENT: [Y / N]

PROPERTY SIZE: 8.2 ACRES WATER SUPPLY: ☒ PRIVATE PUBLIC ☐ ≤ 2000 GPD ☐ > 2000 GPD

IS SEWER AVAILABLE AS PER 381.0065, FS? ☒ Y ☐ N DISTANCE TO SEWER: _____ FT

PROPERTY ADDRESS: 97177 Pogeys Place, Fernandina Bch FL.

DIRECTIONS TO PROPERTY: 14TH ST NORTH TO end, left on Pogeys Place To end before gate to Pogeys Place. ENTRANCE is ON Right To Dee Dee Bartels NATURE center and fishing pier AT the North End Boat Ramp

BUILDING INFORMATION

☐ RESIDENTIAL

☒ COMMERCIAL

Unit No	Type of Establishment	No. of Bedrooms	Building Area Sqft	Commercial/Institutional System Design Table 1, Chapter 64E-6, FAC
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1	<u>Restrooms</u>		<u>160</u>	
2				
3				
4	<u>2 Toilets, 2-TAUS, 3 floor drains</u>			

☐ Floor/Equipment Drains ☐ Other (Specify) _____

SIGNATURE: Darrell T. Milligan

DATE: 10-7-05



STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM
SITE EVALUATION AND SYSTEM SPECIFICATIONS

PERMIT #. 65-0752-1

APPLICANT: NASSAU County Board of County Comm AGENT: Darrell T. Milligan

LOT: _____ BLOCK: _____ SUBDIVISION: _____

PROPERTY ID #: 10-3N-28-0000-0002-0000 [Section/Township/Parcel No. or Tax ID Number]

TO BE COMPLETED BY ENGINEER, HEALTH DEPARTMENT EMPLOYEE, OR OTHER QUALIFIED PERSON. ENGINEERS MUST PROVIDE REGISTRATION NUMBER AND SIGN AND SEAL EACH PAGE OF SUBMITTAL. COMPLETE ALL ITEMS.

PROPERTY SIZE CONFORMS TO SITE PLAN: ☒ YES ☐ NO NET USABLE AREA AVAILABLE: 8.2 ACRES
TOTAL ESTIMATED SEWAGE FLOW: 800 GALLONS PER DAY [RESIDENCES-TABLE 1/OTHER-TABLE 2]
AUTHORIZED SEWAGE FLOW: 12,300 GALLONS PER DAY [1500 GPD/ACRE OR 2500 GPD/ACRE]
UNOBSTRUCTED AREA AVAILABLE: 100,000 SQFT UNOBSTRUCTED AREA REQUIRED: 2,000 SQFT

BENCHMARK/REFERENCE POINT LOCATION: B.M. = orange painted Nail in tree
ELEVATION OF PROPOSED SYSTEM SITE IS 44 [INCHES/FT] [ABOVE/BELOW] BENCHMARK/REFERENCE POINT

THE MINIMUM SETBACK WHICH CAN BE MAINTAINED FROM THE PROPOSED SYSTEM TO THE FOLLOWING FEATURES
SURFACE WATER: 75 FT DITCHES/SWALES: 15 FT NORMALLY WET? ☐ YES ☒ NO
WELLS: PUBLIC: 100 FT LIMITED USE: 112 FT PRIVATE: 75 FT NON-POTABLE: 112 FT
BUILDING FOUNDATIONS: 5 FT PROPERTY LINES: 5 FT POTABLE WATER LINES: 10 FT

SITE SUBJECT TO FREQUENT FLOODING: ☐ YES ☒ NO 10 YEAR FLOODING? ☐ YES ☒ NO
10 YEAR FLOOD ELEVATION FOR SITE: _____ FT MSL/NGVD SITE ELEVATION: _____ FT MSL/NGVD

SOIL PROFILE INFORMATION SITE 1

MUNSELL #/COLOR	TEXTURE	DEPTH
10Yr 4/3	FS	0 TO 6
10Yr 3/3	↓	6 TO 10
10Yr 3/1	↓	10 TO 26
10Yr 3/3	↓	26 TO 30
H ₂ O refusal @		30 TO
		TO
		TO
		TO
		TO
USDA SOIL SERIES: <u>Unknown</u>		

SOIL PROFILE INFORMATION SITE 2

MUNSELL #/COLOR	TEXTURE	DEPTH
10Yr 3/1	FS	0 TO 4
10Yr 4/3	↓	4 TO 9
10Yr 5/1	↓	9 TO 19
10Yr 7/1	↓	19 TO 30
H ₂ O refusal @		30 TO
		TO
		TO
		TO
		TO
USDA SOIL SERIES: <u>Unknown</u>		

OBSERVED WATER TABLE: 27 INCHES [ABOVE / BELOW] EXISTING GRADE. TYPE: [PERCHED / APPARENT]
ESTIMATED WET SEASON WATER TABLE ELEVATION: 1 INCHES [ABOVE / BELOW] EXISTING GRADE
HIGH WATER TABLE VEGETATION: ☒ YES ☐ NO MOTTILING: ☐ YES ☒ NO DEPTH: 11 INCH

SOIL TEXTURE/LOADING RATE FOR SYSTEM SIZING: FS. 8 DEPTH OF EXCAVATION: 36 INCH
DRAINFIELD CONFIGURATION: ☒ TRENCH ☐ BED ☐ OTHER (SPECIFY) _____

REMARKS/ADDITIONAL CRITERIA:

SWHT indications at 1" below grade F.I. = 41"
Tank = 1650 gal DP = 1000'
Dosage = 900 gal * System shall be low pressure distribution.

SITE EVALUATED BY: Matthew Clark DATE: 10/18/05



STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM
CONSTRUCTION PERMIT

OSTDSNBR : 05-0752- -N
CENTRAX #: 45-SF-05838
FEE PAID : \$
RECEIPT :
DATE PAID :

CONSTRUCTION PERMIT FOR:

[X] New System [] Existing System [] Holding Tank [] Innovative Other
[] Repair [] Abandonment [] Temporary [NA]

APPLICANT: NASSAU COUNTY COMMISSIONERS/BOAT AGENT: 000000126,

PROPERTY STREET ADDRESS: 97177 POGEY PL FERNANDINA BCH FL 32034

LOT: N/A BLOCK: N/A SUBDIVISION: METES & BOUNDS

[Section/Township/Range/Parcel No.]

PROPERTY ID #: 10-3N-28-0000-0002-0000 [OR TAX ID NUMBER]

SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND STANDARDS OF CHAPTER 64E-6, FAC
DEPARTMENT APPROVAL OF SYSTEM DOES NOT GUARANTEE SATISFACTORY PERFORMANCE FOR ANY SPECIFIC TIME
PERIOD. ANY CHANGE IN MATERIAL FACTS WHICH SERVED AS A BASIS FOR ISSUANCE OF THIS PERMIT,
REQUIRE THE APPLICANT TO MODIFY THE PERMIT APPLICATION. SUCH MODIFICATIONS MAY RESULT IN THIS
PERMIT BEING MADE NULL AND VOID. ISSUANCE OF THIS PERMIT DOES NOT EXEMPT THE APPLICANT FROM
COMPLIANCE WITH OTHER FEDERAL, STATE OR LOCAL PERMITTING REQUIRED FOR PROPERTY DEVELOPMENT.

SYSTEM DESIGN AND SPECIFICATIONS

T [1650] Gallons **SEPTIC TANK** MULTI-CHAMBERED/IN SERIES: [Y]
A [0] Gallons MULTI-CHAMBERED/IN SERIES: [Y]
N [0] GALLONS GREASE INTERCEPTOR CAPACITY
K [900] GALLONS DOSING TANK CAPACITY [160] GALLONS @ [5] DOSES PER 24 HRS # PUMPS [2]
D [1000] SQUARE FEET PRIMARY DRAINFIELD SYSTEM
R [0] SQUARE FEET SYSTEM
A TYPE SYSTEM: [N] STANDARD [N] FILLED [Y] MOUND [N]
I CONFIGURATION: [Y] TRENCH [N] BED [N]
N
F LOCATION TO BENCHMARK: BM-ORANGE PAINTED NAIL IN TREE.
I ELEVATION OF PROPOSED SYSTEM SITE [44.0] [INCHES] [BELOW] BENCHMARK/REFERENCE POINT
E BOTTOM OF DRAINFIELD TO BE [21.0] [INCHES] [BELOW] BENCHMARK/REFERENCE POINT
L
D FILL REQUIRED: [41.0] INCHES EXCAVATION REQUIRED: [36.0] INCHES

Comments:

A reinspection fee will be charged for additional inspections.

EXCAVATION INSPECTION REQUIRED. SYSTEM SHALL BE LOW PRESSURE DISTRIBUTION. SHWT
INDICATIONS AT 1" BELOW GRADE.

SPECIFICATIONS BY: HARRIS, MATTHEW

TITLE: 61000

CHD

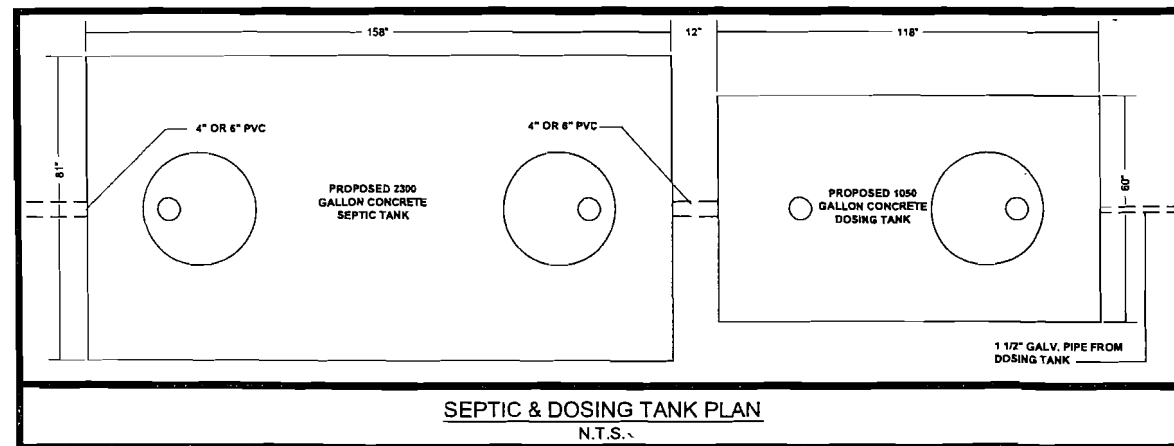
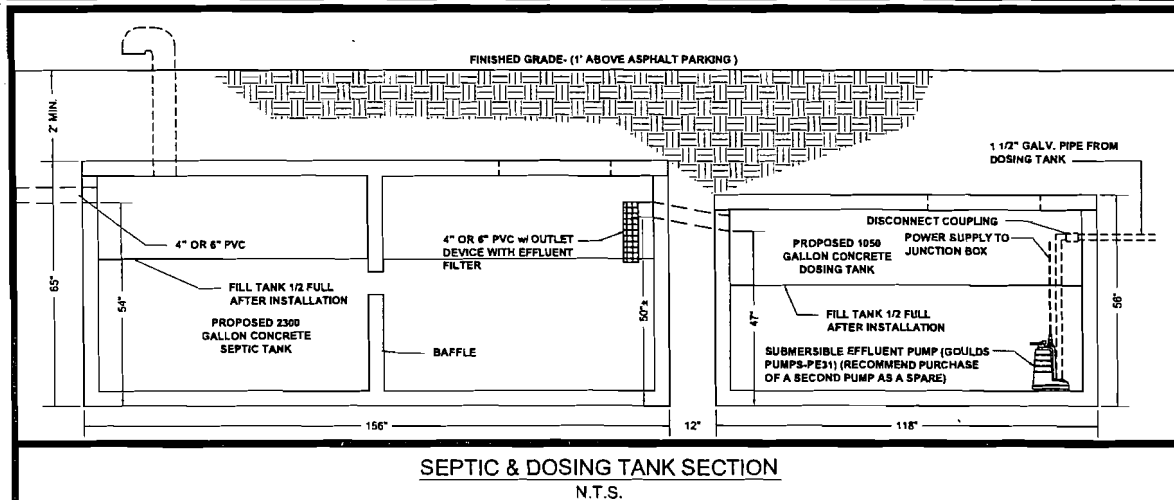
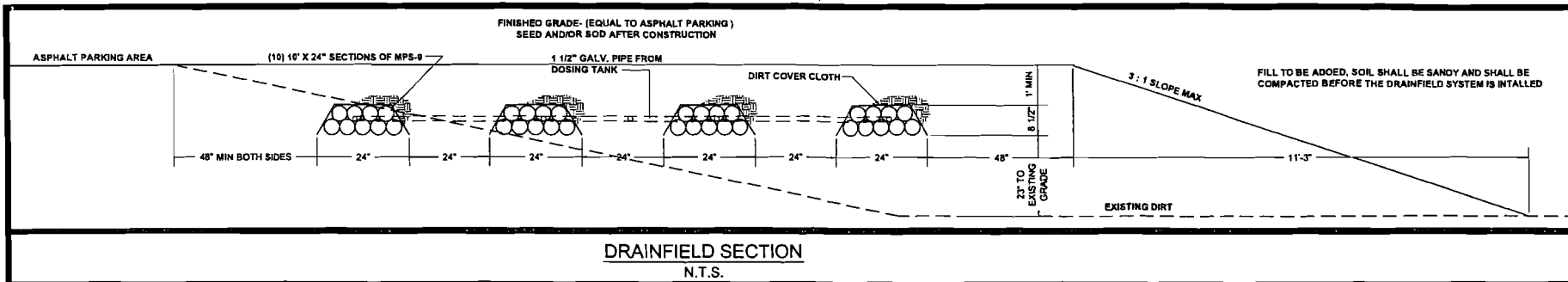
APPROVED BY: Godwin, Michael

TITLE: Env Health Supervi

Nassau

DATE ISSUED: 12/14/05

EXPIRATION DATE: 6/14/07



SYSTEM DESIGN CRITERIA

LOADING	100 PARKING SPACES @ 2 PERSONS PER SPACE = 4 GPD = 800 GPD FROM TABLE 8- MINIMUM TANK SIZE = 1900 GAL. USE 2300 GALLON SEPTIC TANK FROM TABLE 8- MINIMUM DOSING TANK SIZE = 900 GAL. USE 1050 GALLON DOSING (SEPTIC) TANK
DRAINFIELD	USE PTI MULTI-PIPE SYSTEM MPS-9 DRAINFIELD DESIGNED FOR 400 GPD AVERAGE FLOW LOADING RATE FOR MOUND LOADING TABLE FINE SAND 800 GPD / 0.8 = 1000 SF FILTRATION AREA NEEDED 360 LF MPS-9 BOTTOM AREA ONLY 360 * (36.00 / 12) = 1080 SF
PUMPING RATE	HEAD = 4' WILL PUMP 480 GPM SET FLOAT TO PUMP 2' OF DEPTH OR ABOUT 200 GALLONS
DRAINFIELD CAPACITY	CAPACITY OF DRAINFIELD = (9)(360) = 3240 GALLONS DRAINFIELD CAN TAKE 2 CONSECUTIVE PEAK FLOW DAYS

DATE BY REVISION

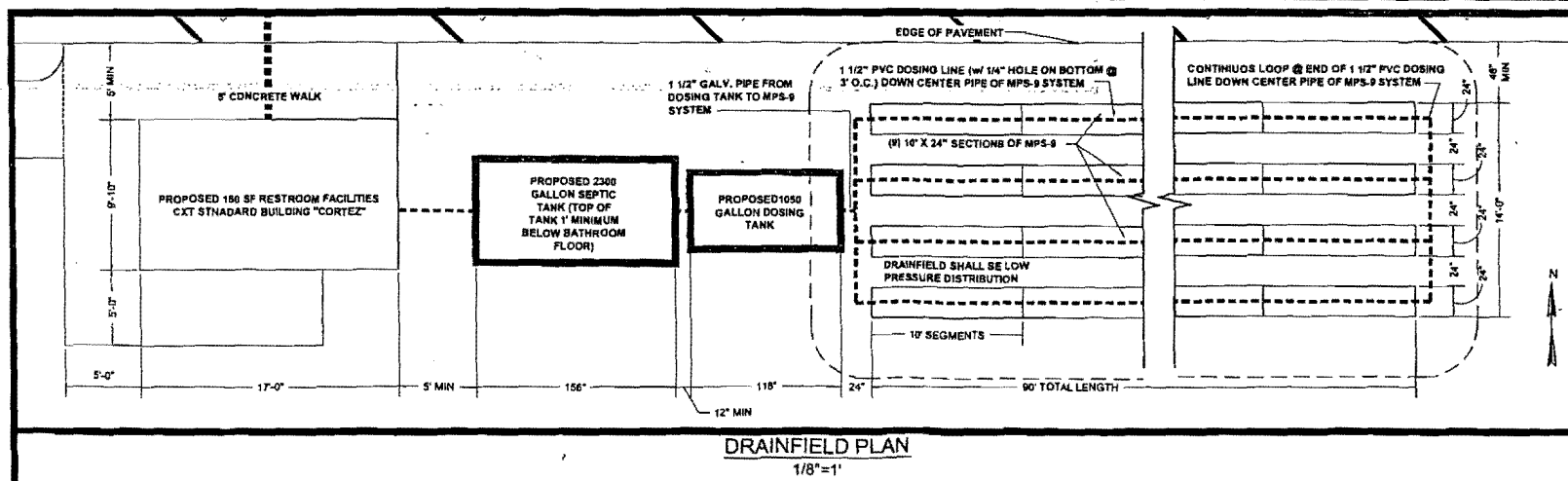
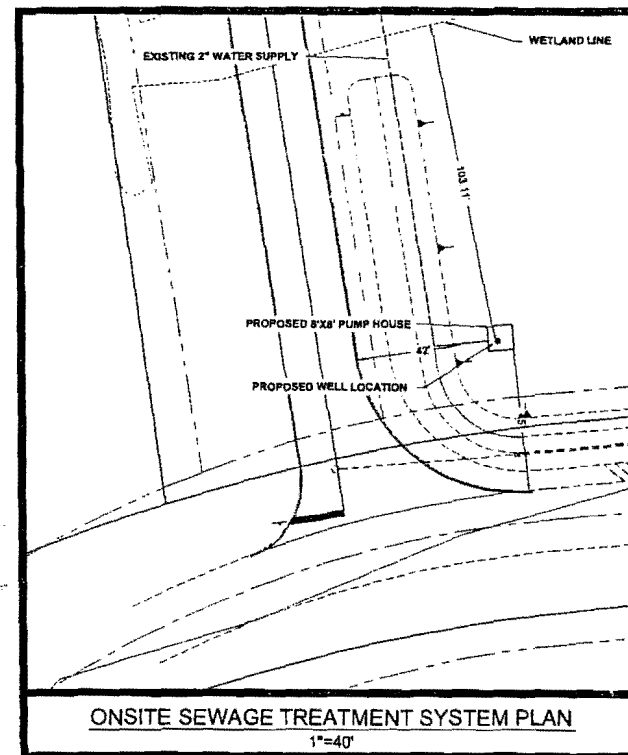
NASSAU COUNTY
ENGINEERING SERVICES DEPARTMENT



PROJECT: PROPOSED SEPTIC AND WELL SYSTEM
FOR
DEE DEE BARTLES NORTH
END BOATRAMP
NASSAU COUNTY, FLORIDA

DRAWN BY: RTC
CHECKED BY: JRR
DATE: 12/13/2005
SHEET # 3 OF 4

C1.3
REVISION #:



DATE	BY	REVISION
------	----	----------

NASSAU COUNTY
ENGINEERING SERVICES DEPARTMENT



PROJECT:
PROPOSED SEPTIC AND WELL SYSTEM
FOR
DEE DEE BARTLES NORTH
END BOATRAMP
NASSAU COUNTY, FLORIDA

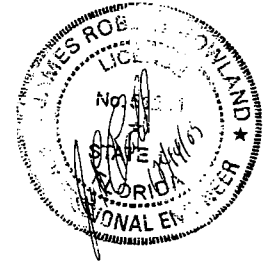
DRAWN BY:	RTC
CHECKED BY:	JRR
DATE:	12/13/2005
SHEET #:	2 OF 4

C13

PROPOSED SEPTIC AND WELL SYSTEM FOR
DEE DEE BARTLES NORTH END BOATRAMP
NASSAU COUNTY, FLORIDA

Matthew 26
NCHD
12/14/05

50752-4



PLANS PREPARED FOR:
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Ansley Acree
District 2
Chairperson

Jim B. Higginbotham
District 1

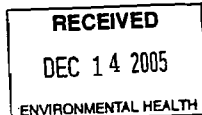
Floyd Vanzant
District 4

Tom Branen
District 3

Marianne Marshall
District 5

John A. Crawford
Clerk of the Court

Michael S. Mullin
County Attorney



PLANS PREPARED BY:
NASSAU COUNTY ENGINEERING SERVICES DEPARTMENT

James R. Rowland, P.E.
Project Engineer

WORKING SET
DECEMBER 13, 2005



LOCATION MAP
N.T.S.

INDEX OF DRAWINGS	
Sheet Title	
C1.1 (Cover Sheet)	
C1.2 (Plan Views)	
C1.3 (Sections & Notes)	

DATE	BY	REVISION

NASSAU COUNTY
ENGINEERING SERVICES DEPARTMENT

PROJECT: PROPOSED SEPTIC AND WELL SYSTEM FOR DEE DEE BARTLES NORTH END BOATRAMP, NASSAU COUNTY, FLORIDA

DRAWN BY: RTC
CHECKED BY: JRR
DATE: 12/13/2005
SHEET # 1 OF 1

C1.1

NOTICE TO PROCEED

TO: ALL FLORIDA SEPTIC TANK SERVICE, INC.
8300 WEST BEAVER STREET
JACKSONVILLE, FL 32220

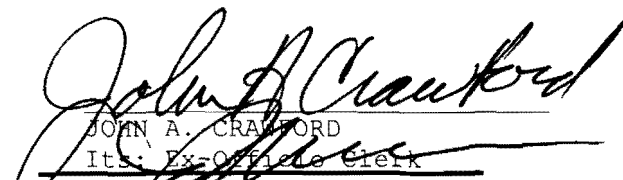


DATE: January 27, 2006


PROJECT: Installation of
On Site Sewage Disposal
System at the North End
Nature Center & Marine
Park
Nassau County, Florida

You are hereby notified to commence work in accordance with the Agreement dated the 27th day of January 2006, on or before February 6, 2006, and you are to substantially complete the Work not later than March 10, 2006. The Date of Completion of all Work is therefore March 10, 2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

T.J. GREESON
Approved as to form by the
Nassau County Attorney
CHIEF OF STAFF/OPERATIONS

MICHAEL S. MULLIN


THOMAS D. BRANAN, JR. JIM B. HIGGINBOTHAM
Its: Chairman Vice Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Wayne Joyner this the 6th day of
February, 2006.
By: Wayne Joyner
Title: Operations Manager