

**CONTRACT FOR CONSTRUCTION OF IMPROVEMENTS TO
COUNTY ROAD 108 FROM MIDDLE ROAD TO US 17**

THIS AGREEMENT is dated this 22nd day of May, 2023, by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "County" and **PREFERRED MATERIALS, INC.**, hereinafter referred to as the "Contractor".

The County and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents as defined in Article 10 of this Contract. The Work is generally described as follows:

Improvements to County Road 108 from Middle Road to US 17.

All Work shall be in accordance with the construction drawings, specifications, and Contract Documents. Where FDOT and County requirements differ, the more stringent shall apply.

ARTICLE 2 – THE PROJECT

2.01 The Project is for the Work referenced in Article 1 hereinabove and the Contract Documents and is generally described as follows:

This project consists of IMPROVEMENTS TO COUNTY ROAD 108 FROM MIDDLE ROAD TO US 17, INCLUDING RESURFACING, SUPER ELEVATION SLOPE CORRECTION, SIGNING, AND STRIPING.

ARTICLE 3 – ENGINEER

3.01 Managing authority for this project shall be the Nassau County Engineer, Robert Companion, P.E. or his authorized designee.

ARTICLE 4 – ENGINEER OF RECORD

4.01 The Project has been designed by the ELEMENT ENGINEERING GROUP who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer of Record in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 5 – CONTRACT TIMES

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5.01 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.
- B. The Contractor hereby agrees to commence work under this Contract on a date to be specified in written "Notice to Proceed" of the County and to fully complete the Project as specified in Paragraph 5.02 of this Contract.
- C. Under no condition, shall written Notice to Proceed be issued until Contractor has provided the Performance Bonds specified in Section 5.01 of the General Conditions of Exhibit "A".

5.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions of Exhibit "A", and completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions of Exhibit "A" within 15 calendar days from the date of Substantial Completion. Total Contract Time shall be 135 calendar days; for everyday the Work goes beyond Substantial Completion, a day will be removed from Final Completion so the total days equal 135 calendar days.

5.03 Liquidated Damages

- A. The Contractor and the County recognize that time is of the essence of this Contract and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions of Exhibit "A". The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$2,712.00 for each day that expires after the time specified in Paragraph 5.02 for Substantial Completion hereinabove and until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, the Contractor shall pay the County \$2,712.00 for each day that expires after the time specified in Paragraph 5.02

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hereinabove for Completion and readiness for Final Payment until the Work is completed and ready for Final Payment.

ARTICLE 6 - CONTRACT PRICE

6.01 The County shall pay the Contractor for completion of the Work in accordance with the General Conditions and Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Article 14 "Payments to Contractor" of the General Conditions of Exhibit "A" and Paragraphs 6.01A and 6.01B below:

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

**Four Million Six Hundred Eight Thousand Four Hundred Seventeen Dollars and
Twenty Cents**

\$4,608,417.20

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

ARTICLE 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

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

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7.02 Progress Payments; Retainage

A. The County shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 7.02.A.1 and 7.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions of Exhibit "A" (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

7.03 Final Payment

A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions of Exhibit "A", the County shall pay the remainder of the Contract Price as recommended by the Engineer of Record as provided in said Paragraph 14.07 of the General Conditions of Exhibit "A".

ARTICLE 8 - INTEREST

8.01 All moneys not paid when due will be paid according to the Florida Department of Transportation (FDOT) Supplemental LAP Specifications for payment requirements.

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ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

9.01 In order to induce the County to enter into this Contract, the Contractor makes the following representations:

- A. The Contractor is or has been prequalified by FDOT for the Work required by this Contract.
- B. The Contractor has examined and carefully studied the Contract Documents including the General Conditions and the other related data identified in the Bidding Documents.
- C. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- D. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. The Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions of Exhibit "A" and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions of Exhibit "A".
- F. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

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- G. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. The Contractor is aware of the general nature of Work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. The Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. The Contractor has given the Engineer and the Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer and the Engineer of Record is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
1. This Contract
 2. Addenda (None)
 3. *Standard General Conditions of the Construction Contract* (Attached hereto as Exhibit "A")
 4. *Supplementary Conditions* (Attached hereto as Exhibit "B")
 5. *Division 01 and LAP Specifications Package* (Attached hereto as Exhibit "C")
 6. Plans and Drawings (Attached hereto as Exhibit "D")
 7. *As-Built Requirement Checklist* (Attached hereto as Exhibit "E")
 8. *Road Closure Policy* (Attached hereto as Exhibit "F")
 9. Contractor's Bid (Attached hereto as Exhibit "G")
 10. *Certificate of Liability Insurance* (Attached hereto as Exhibit "H")

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11. Title VI – Appendices A and E (Attached hereto as Exhibit “I”)
 12. LAP Agreement (Attached hereto as Exhibit “J”)
 13. FHWA 1273- Required Contract Provisions (Attached hereto as Exhibit “K”)
 14. Federal Wage Rate Table (Attached hereto as Exhibit “L”)
 15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Performance and Payment Bonds
 - b. Notice to Proceed
 - c. Work Change Directives
 - d. Change Orders
 - e. Certificate of Substantial Completion
 - f. Certificate of Final Inspection
 - g. Certificate of Engineer
 - h. Certificate of Final Completion
 - i. CONTRACTOR'S release
 - j. Drawings and plans
 - k. Supplemental Agreements/Contracts
 - l. The Contractor's Waiver of Lien (Partial)
 - m. The Contractor's Waiver of Lien (Final and Complete)
 - n. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - o. Consent of Surety to Final Payment
 - p. Instructions to Bidders
 - q. The Contractor's Insurance Requirements, as set forth in the Bid Documents
- B. The documents listed in Paragraph 10.01.A hereinabove are attached to this Contract (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions of Exhibit “A”.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

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

11.02 Assignment of Contract

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

11.03 Successors and Assigns

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

11.04 Severability

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

11.05 Other Provisions

- A. The County entered into an Agreement between the County and the State of Florida Department of Transportation, dated March 20, 2020, Contract Nos. 439496-1-58-01 and 439496-1-68-01 (the "LAP Agreement"). The Contractor shall comply with all of the provisions of the LAP Agreement, including Appendices A and E attached hereto, that are assignable to the Contractor under this Agreement. In addition, the Contractor understands and agrees that there are requirements in the LAP Agreement

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that require the County to include specific provisions of such LAP Agreement in this Agreement, and to require the Contractor to include those specific provisions in any subcontract with a subcontractor ("LAP Provisions"). The parties agree that such LAP Provisions are incorporated herein by this reference. The Contractor agrees to comply with all of the LAP Provisions and to set out the LAP Provisions in any subcontract. The LAP Agreement is attached hereto as Exhibit "J".

B. Florida Statute 255.099 (Preference to State residents)

1. The Contractor agrees to give PREFERENCE to the employment of STATE residents in the performance of the Work on the project if STATE residents have substantially equal qualifications to those of nonresidents.
 - a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.
 - b) A Contractor required to employ STATE residents must contact the Agency for Workforce Innovation to post the Contractor's employment needs in the STATE's job bank system.

C. Public Records Requirement:

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to

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be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. A request to inspect or copy public records relating to a County contract for services must be made directly to the County's Custodian of Public Records. If the County does not possess the requested records due to the Contractor maintaining the public records, the County shall immediately notify the Contractor of the request for records. The Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with the County's request for records, the County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Contractor which fails to provide public records to the County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

D. Employment Eligibility. Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any

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Contract Tracking No.: CM3374

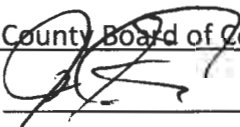
Bid No.: NC22-018

such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

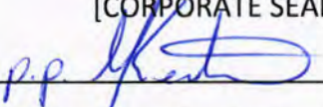
IN WITNESS WHEREOF, the County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, the Contractor, the Engineer and the Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and the Contractor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

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

OWNER

Nassau County Board of County CommissionersSigned: Title: ChairmanDate: 5/22/23

[CORPORATE SEAL]

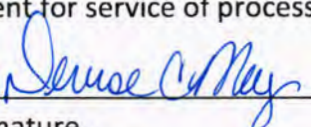
Attest: Title: John A. Crawford, Ex-Officio Clerk

Address for giving notices:

96135 Nassau PlaceYulee, FL 32097Phone: 904-530-6010 FAX: _____

Approved as to form by County Attorney

Agent for service of process:

Signature Initials DM

CONTRACTOR

Preferred Materials, Inc.Signed: John W. TaylorTitle: Vice PresidentDate: 4/25/2023

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

11482 Columbia Park Drive W, Suite 3Jacksonville, Florida 32258Phone: 904-288-6300 FAX: _____

License _____

(Where applicable)

Contract Tracking No.: CM3374

Bid No.: NC22-018

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

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—~~Sections of Division 1 of the Specifications~~ The General Requirements pertain to all Sections of the specifications. (see SC-1.01.21)
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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 (see SC-1.01.52).

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. 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 Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~ five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction. (see SC-2.02.A)

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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

2.07 *Initial Acceptance of Schedules*

- A. ~~At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules.~~ No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer. All schedules as set forth in Article 2 shall be submitted and accepted by the Owner and engineer within 30 days of NTP. Should any schedule not be accepted within 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 General Conditions, Section 15.02. (see SC-2.07.A)
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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations

in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive as outlined in the Florida Department of Transportation (FDOT) Supplemental Lap Specifications.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: pursuant to the Florida Department of Transportation (FDOT) Supplemental Lap Specifications.
 - 1. ~~A Field Order;~~
 - 2. ~~Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or~~
 - 3. ~~Engineer's written interpretation or clarification.~~

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
 - 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party

shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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. 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 (see SC-4.01.C)

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 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. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultant relied upon the following report(s) of explorations and tests of subsurface conditions at the site: Appendix E. (see SC-4.02.C)

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so refer to the procedures outlined in the Florida Department of Transportation (FDOT) Supplemental LAP Specifications.~~

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. *Possible Price and Times Adjustments:*
1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, ~~neither Owner, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors and~~ Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project. (see SC-4.03.C.3)

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

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; or
 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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. (see SC-5.01.B)

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Certificates of insurance shall be issued by a company with a Best’s rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as Certificate Holder, Engineer as Additional Insured and provide a 30-day cancellation notice.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. ~~Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain. Insurance policies written on a “Claims Made” form is not acceptable without Owner’s approval. (see SC-5.03.B)~~
- C. Failure of Owner to demand such certificates or other evidence of Contractor’s full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

- F. Umbrella Liability insurance is preferred, but an Excess Liability equivalent is acceptable. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages, including, but not limited to the coverage Trigger, defense, notice of occurrence/accident/circumstances, notice of claim and extended reporting period. (see SC-5.03.F)
- G. No work shall commence under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 12.03. (see SC- 5.03.G)
- H. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability or interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits. (see SC-5.03.H)
- I. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention. (see SC- 6.03.I)
- J. These insurance requirements shall not relieve or limit the liability of Contractor. Owner does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. (see SC-5.03.J)
- K. Insurance required of Contractor or any other insurance of Contractor shall be considered primary, and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract. (see SC-5.03.K)
- L. Receipt of Certificates or other documentation of insurance or policies or copies of policies by Owner, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein. (see SC-5.03.L)
- M. The Contractor shall either (a) require each subcontractor to produce and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy. (see SC-5.03.M)
- N. These insurance requirements are minimums and may not be adequate to cover Contractor exposures. (see SC-5.03.N)

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the amounts shown in Exhibit 1 of the contract documents, or greater where required by Laws and Regulations. (see SC-5.04.C)

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. ~~Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~
 1. ~~include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;~~
 2. ~~be written on a Builder's Risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.~~
 3. ~~include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~

- ~~4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;~~
 - ~~5. allow for partial utilization of the Work by Owner;~~
 - ~~6. include testing and startup; and~~
 - ~~7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.~~
- B. ~~Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~
- C. ~~All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.~~
- D. ~~Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- E. ~~If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

5.07 *Waiver of Rights*

- A. ~~Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any~~

of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. ~~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:~~
 - 1. ~~loss 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 perils whether or not insured by Owner; and~~
 - 2. ~~loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~
- C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

5.08 *Receipt and Application of Insurance Proceeds*

- A. ~~Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.~~
- B. ~~Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall~~

~~adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. ~~If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly. If Owner has any objection to the coverage afforded by or other provisions of Bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph~~
2.05.C. Contractor shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. (see SC-5.09.A)

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. ~~If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.~~

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. 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. (see SC-6.01.A)

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (~~which will not be unreasonably withheld~~) given after prior written notice to Engineer.
- C. 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. (see SC-6.02.C)

6.03 *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.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it 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; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- e. Each action mentioned above required for review of proposed substitute items of material or equipment shall be followed in the order given. Failure to do so shall be cause for rejection of the proposed substitution. (see SC-6.05.A.2.e)
 - f. Contractor shall reimburse Owner for the charges of Engineer or Engineer's Consultants for evaluation of substitutions. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s). (see SC-6.05.A.2.f)
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Contractor shall not subcontract part(s) or the work, the aggregate cost of which is greater than 50-40 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. (see SC-6.06.A)

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work. Subcontractors and Suppliers shall be identified on the form provided in the Bidding Requirements. (see SC-6.06.B)
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a

Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified. (see SC-6.08.A)

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, 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 the Work. (see SC-6.09.A)
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's 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. (see SC-6.09.B)
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. 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 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 by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner. Annotations of record documents shall be legible, precise, and complete as determined by Engineer of Record and the County. (see SC-6.12.A)

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. 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. (see SC-6.13.G)

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings:

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. Samples:

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

- B. 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. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

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 reimburse Owner for the charges of the County and the County's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s). (see SC-6.17.E.2)

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 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 or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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. (see SC-6.20.A)
- 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 6.20.A shall 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 6.20.A 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. (see SC-6.20.D)

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer ~~to whom Contractor makes no reasonable objection~~, whose status under the Contract Documents shall be that of the former Engineer. (see SC-8.02)

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 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 Documents.

8.12 Compliance with Safety Program

- 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 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 Documents.

9.02 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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.
- B. Contractor shall reimburse the Owner for the charges of Engineer and Engineer's Consultants for any additional field observations, engineering analysis, correspondence, meetings, or other work due to non-complying or defective construction, materials, or equipment performed or furnished by the Contractor, Subcontractors, or Suppliers. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s). (see SC-9.05.B)

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 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 by a Change Order, or a Work Change Directive pursuant to the Florida Department of Transportation (FDOT) Supplemental LAP Specifications. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05 pursuant to the Florida Department of Transportation (FDOT) Supplemental LAP Specifications.

10.02 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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders pursuant to the Florida Department of Transportation (FDOT) Supplemental LAP Specifications, recommended by Engineer covering:

1. ~~changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;~~
2. ~~changes in the 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; and~~
3. ~~changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

10.04 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.

10.05 Claims

- A. ~~*Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be handled pursuant to the Florida Department of Transportation (FDOT) Supplement LAP Specifications, referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.~~
- B. ~~*Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 15 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time). (see SC-10.05.B)~~
- C. ~~*Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:~~

- ~~1. deny the Claim in whole or in part;~~
 - ~~2. approve the Claim; or~~
 - ~~3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.~~
- ~~D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.~~
- ~~E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.~~
- ~~F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.~~

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to

Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work. In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation. (see SC-11.01.A.5.c)
 - 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 property insurance established in accordance with Paragraph 5.06.D)~~, provided such losses and damages have resulted from causes other than the negligence of Contractor,

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. 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.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a

Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*

1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.

~~C. *Contingency Allowance:*~~

- ~~1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
- E. If Owner objects to Contractor's quoted adjustment in Unit Price Work set forth in paragraph 11.03.D, 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 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. ~~The Contract Price may only be changed pursuant to the Florida Department of Transportation (FDOT) Supplement LAP Specifications by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.~~
- B. ~~The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or~~
 2. ~~where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or~~
 3. ~~where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).~~
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.
- g. Allowable cost for Rental equipment associated with extra work shall be in accordance with Section 4-3 of the of the LAP Supplemental Specifications. (see SC-12.01 C.2.g)

12.02 Change of Contract Times

- A. The Contract Times may only be changed pursuant to the Florida Department of Transportation (FDOT) Supplement LAP Specifications by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- ~~B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.~~
- C. 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:
 - (1) 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.
(see SC-12.02.C)

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall refer to the Florida Department of Transportation (FDOT) Supplement LAP Specifications for all test and inspection requirements ~~give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or 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). (see SC-13.03.A)~~

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. ~~for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;~~
2. ~~that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and~~
3. ~~as otherwise specifically provided in the Contract Documents.~~

- B. 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 type and amount of test performed, unit and total cost, and shall 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 test failure will be borne by the Contractor. Payment to Contractor for testing shall not be made without the required itemized invoicing. (see SC-13.03.B)

- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.~~
- ~~E. 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.~~
- ~~F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.~~

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 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, 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 shall 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.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner. (see SC-13.08.A)

13.09 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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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.

~~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. (see SC 14.02.A.2)~~

3. ~~The amount of retainage with respect to progress payments will be as stipulated in the Agreement.~~

~~B. Review of Applications:~~

1. ~~Engineer will, within 10 days after receipt of each Application for Payment, 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. (see SC 14.02.B.1)~~
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 (see SC 14.02.B.2), 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 9.07, 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. (see SC 14.02.B.2.d)~~
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 Documents; 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, or~~
 - b. ~~for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or~~
 - c. ~~for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or~~
 - d. ~~to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:~~
 - a. ~~the Work is defective, or completed Work has been damaged, requiring correction or replacement;~~
 - b. ~~the Contract Price has been reduced by Change Orders;~~
 - c. ~~Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or~~
 - d. ~~Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.~~

C. ~~Payment Becomes Due:~~

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.~~

D. ~~Reduction in Payment:~~

1. ~~Owner may refuse to make payment of the full amount recommended by Engineer because:~~
 - a. ~~claims have been made against Owner on account of Contractor's performance or furnishing of the Work;~~

- ~~b. 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;~~
 - ~~c. there are other items entitling Owner to a set-off against the amount recommended; or~~
 - ~~d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.~~
- ~~2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.~~
 - ~~3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.~~

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or

corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance. (see SC.14.5.A.4)~~

14.06 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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

- A. Contractor shall refer to the Florida Department of Transportation (FDOT) Supplement LAP Specifications for Final Payment requirements *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.~~
 - ~~2. The final Application for Payment shall be accompanied (except as previously delivered) by:~~
 - ~~a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;~~
 - ~~b. consent of the surety, if any, to final payment;~~
 - ~~c. a list of all Claims against Owner that Contractor believes are unsettled; and~~
 - ~~d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.~~
 - ~~3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.~~
- B. Engineer's Review of Application and Acceptance:
 - ~~1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the~~

~~Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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.~~

~~C. Payment Becomes Due:~~

- ~~1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.~~

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will be pursuant to the Florida Department of Transportation (FDOT) Supplement LAP Specifications constitute:
 - ~~1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or whenever said failure occurs from Contractor's continuing obligations under the Contract Documents; and (see SC 14.09.A.1)~~
 - ~~2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~
 - ~~3. 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 with 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. (see SC 14.09.A.3)~~

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

~~15.01 – 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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.~~

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04) (see SC-15.02.A.1);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

- 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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.
- D. Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents 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.

17.03 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 Documents. 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.

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

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

SECTION 00 73 15

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 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.

Local Agency Program Agreement 439496-1-58-01, -68-02

Section 14.f

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

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

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

Local Agency Program Agreement 439496-1-58-01, -68-02

Section 15.c

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

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the
Section 00 73 15-

Revision: 08-07-17

[RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

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

Local Agency Program Agreement 439496-1-58-01, -68-02

Section 17.o

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

EXHIBIT "C"

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 THE WORK AND ITS PERFORMANCE

1.01 CHARACTER OF THE WORK

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

1.02 DESCRIPTION OF THE PROJECT

A. The project title is: **CR 108 FROM MIDDLE ROAD TO US 17**
Bid Number NC20-025
Nassau County, Florida

B. This project consists of pavement rehabilitation along CR 108 from Middle Road to US 17 in Nassau County, Florida.

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

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

PART 2 WORKING HOURS

2.01 GENERAL

Work under this contract shall not be performed on County, State and/or national holidays or during such events as the Fernandina Beach Shrimp Festival, Nassau County School System FCAT (as identified at the pre-bid conference), except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Available workdays to perform work will not include night time work, weekend work, or work before 8:00 am. or after 5:00 pm (40 hours per work week).

Should the Contractor deem it necessary to work on Sundays, holidays, or beyond daylight hours in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the County. If, in the opinion of the County, the need is bona fide, the contractor will authorize the Contractor to work such hours as may be necessary.

2.02 LANE CLOSURES

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

2.03 REIMBURSEMENT FEES

Should the County approve work time beyond regular hours, the following hourly rates shall be applied as the County's reimbursement of Engineer of Record's fee to be paid by Contractor for expenses defined in Supplemental Conditions SC 6.02.C, SC 6.05.A.2.f, SC 6.17.E., SC 9.05.B and SC 13.03.A.

A. Engineer	\$160.00
B. Project Manager	\$130.00
C. Construction Administrator	\$100.00
D. Inspector	\$80.00
E. Administrative Assistant	\$65.00
F. Consultant Construction Engineering Inspection (CEI)	\$125.00

PART 3 ABBREVIATIONS

3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

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

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

American Concrete Institute (ACI)

American Institute of Steel Construction (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Standards Association (ASA)

American Society of Mechanical Engineers (ASME)

American Society of Testing and Materials (ASTM)

American Water Works Association (AWWA)

American Welding Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

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

Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2013 Edition (Standard Specifications)

Florida Department of Traffic Design Standards 2014 Edition (FDOT Index)

National Bureau of Standards (NBS)

National Electrical Manufacturer's Association (NEMA)

National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

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

Steel Structures Painting Council (SSPC)

Southern Standards Building Code (SSBC)

Underwriters' Laboratories, Inc. (UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding Safety

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

SECTION 01 22 50**MEASUREMENT AND PAYMENT****PART 1 GENERAL**

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

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

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

Measurement and payment for all items shall be in accordance with the January 2018 Edition of the Florida Department of Transportation Standard Specifications with the exception that reduction in the FDOT acceptance criteria based on payment factors will not be allowed.

PART 2 ~~BID SCHEDULE ITEMS~~**Item 1. ~~Mobilization~~**

A. ~~Measurement and Payment for Mobilization shall be in accordance with Section 101 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.~~

B. ~~Payment will be made under Item No. 101-1 Mobilization, on a lump sum basis.~~

Item 2. ~~Maintenance of Traffic~~

A. ~~Measurement and Payment for Maintenance of Traffic shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.~~

- B. — Payment will be made under Item No. 102-1 Maintenance of Traffic, on a lump sum basis.

Item 3. — Site Preparation

- A. — Measurement and Payment for Clearing and Grubbing Items shall be in accordance with Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.
- B. — Payment will be made under Item No. 110-1-1 Clearing and Grubbing, on a lump sum basis.

Items 4-5. — Excavation and Embankment

- A. — Measurement and Payment for Excavation and Embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.
- B. — Payment will be made under Item No. 120-1 Regular Excavation and Item No. 120-6 Embankment, on a per cubic yard basis.

Item 6-8. — Inlets & Manholes

- A. — Measurement and Payment for Inlets and Manholes shall be in accordance with Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.
- B. — Payment will be made under Item No. 425-1 Inlets as follows:
- 1) Item No. 425-1-511 Inlets, DT Bottom, Type B, <10' on a per each basis.
 - 2) Item No. 425-1-541 Inlets, DT Bottom, Type D, <10' on a per each basis.
- C. — Payment will be made under Item No. 425-2 Manholes
- 1) Item No. 425-2-71 Manholes, J-7, <10' on a per each basis.

Item 9-12. — Pipe Culverts, Filling and Plugging, Mitred End Sections

- A. — Measurement and Payment for Pipe Culverts, Filling and Plugging, and Mitred End Sections shall be in accordance with Section 430 of the Florida Department

of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.

D. — Payment will be made under Item No. 430 as follows:

- 1) ~~Item No. 430-174-118 Pipe Culvert, Optional Material, Round, 18" SD on a per linear foot basis.~~
- 2) ~~Item No. 430-174-136 Pipe Culvert, Optional Material, Round, 36" SD on a per linear foot basis.~~
- 3) ~~Item No. 430-830 Pipe Filling and Plugging on a cubic yard basis.~~
- 4) ~~Item No. 430-982-138 Mitred End Section, Concrete, 36" on a per each basis.~~

Item 13-14. — Concrete Sidewalk

A. — Measurement and Payment for Concrete Sidewalk shall be in accordance with Section 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.

B. — Payment will be made under Item No. 522-1 Concrete Sidewalk, 4" Thick and Item No. 522-2 Concrete Sidewalk, 6" Thick, on a per square yard basis.

Item 15. — Riprap

A. — Measurement and Payment for Concrete Curbs shall be in accordance with Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.

B. — Payment will be made under Item No. 530-3-4 Riprap, Rubble, F&I, Ditch Lining, on a per ton basis.

Item 16. — Performance Turf

A. — Measurement and Payment for Performance Turf shall be in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition.

B. — Payment will be made under Item No. 570-1-2 Performance Turf, Sod on a per square yard basis.

Item 17. ~~Erosion Control Items~~

- A. ~~Measurement and Payment for Erosion Control Items shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition. (as modified in Section 31-25.00 of these documents)~~
- B. ~~Payment will be made under Item No. 908 104-1 Erosion and Sediment Control—LS.~~

SECTION 01 31 19

PROJECT MEETINGS

1.01 PRECONSTRUCTION CONFERENCE

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

1.02 PROGRESS MEETINGS

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

SECTION 01 33 00

SUBMITTAL PROCEDURES

1.01 SUMMARY

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

1.02 CONSTRUCTION SCHEDULE

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

1.03 SCHEDULE OF SUBMITTALS

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

1.04 SHOP DRAWINGS

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

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

1.05 PRODUCT DATA

- A. Required product data submittals are designated under the various specification sections. Submit product data for review in accordance with procedures for shop drawings.
- B. Product data shall consist of manufacturer's literature, illustrations, and brochures of catalog cuts; instructions for handling, storage, and installation;

and specifications and design data. Where multiple options are indicated, identify specific options as required for this project.

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

1.06 SAMPLES

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

1.07 CERTIFICATES OF COMPLIANCE

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

1.08 PERMITS AND APPROVALS

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) – General Permit – 152314-1
 - U.S. Army Corps of Engineers (Corps) - SAI-2018-00673
- 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.
- D. The Contractor shall be responsible for Compliance with Federal Endangered Species Act. Eastern Indigo Snake and Gopher Tortoise have been identified within the project limits. See Section 4-1.4 of the of the LAP Supplemental Specifications for additional requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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.

PART 3 QUALITY ASSURANCE TESTING

3.01 DESCRIPTION

The Contractor is required to provide all testing as described in these specifications. Testing shall be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer of Record. The Contractor is required to submit independent testing laboratory qualifications. Certifications, tests, or approvals by the County, Engineer of Record, or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

3.02 CODES AND REGULATIONS TESTING

Testing will be in accordance with all pertinent codes and regulations and with selected standards of the American Society of Testing and Materials. The Engineer of Record shall process and distribute all required copies of test reports and related instruction to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of work.

3.03 RETESTING

When initial quality assurance tests indicate noncompliance with the Contract Documents, all subsequent retesting occasioned by the noncompliance shall be performed by the same testing laboratory and the costs thereof shall be borne by the Contractor.

3.04 COOPERATION WITH THE COUNTY'S TESTING LABORATORY

The County may perform any additional tests that he may deem necessary at his own expense. Representatives of the County's testing laboratory shall have access to the work at all times. The Contractor shall provide facilities for such access in order that the laboratory may properly perform its functions.

3.05 ADDITIONAL TESTING

If the County orders sampling, analysis, or tests of materials which are specified to be accepted on certification by the manufacturer, but which appear defective or not conforming to the requirements of the specifications, the Contractor shall bear all the costs of sampling, transportation, tests, and analyses if the material is in fact found defective or does not conform to the specifications. If the material is found to be sound and conforming to the specifications, the County will pay for the testing.

PART 4 FINAL APPROVAL

4.01 FINAL APPROVAL

Final approval of the Work shall be made by the County and the Engineer of Record shall be contingent upon the findings of a thorough examination of the Work. Such examination shall be made within ten (10) working days after receipt of the Contractor's written request. The Work will be accepted and deemed completed as of the date of such examination if, upon such examination, the Engineer of Record and the County find that no further Work remains to be done at the site. If the examination reveals items of Work still to be performed, the Contractor shall promptly perform them and request a re-examination. If upon any reinspection the Engineer of Record and the County determine that the Work is complete, the date of completion shall be deemed to be the actual date of such re-examination.

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1.01 TEMPORARY ELECTRICITY

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

1.02 TEMPORARY LIGHTING

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

1.03 TEMPORARY WATER

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

1.04 TEMPORARY SANITARY FACILITIES

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

1.05 TEMPORARY FIRE PROTECTION

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

1.06 PROTECTION OF WORK AND PROPERTY

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

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

1.07 ENVIRONMENTAL CONTROLS

- A. Maintain erosion control measures to protect the project site and prevent sediment pollution of adjacent water courses and properties.
 - 1. Install erosion control measures prior to start of construction and maintain them until final completion of work. Unless otherwise instructed, remove temporary erosion control measures prior to final application for payment.
 - 2. Strive to limit stripping of sod and vegetation to a period that will expose bare soil to the least possibility of erosion that construction requirements allow.
 - 3. Construct and maintain silt fence barriers, erosion bale barriers, or temporary diversions to receive runoff leaving site.
 - 4. Protect storm drain inlets by using silt fence barriers, erosion bale barriers, or equivalent.
 - 5. Remove at the end of each work day soils and sediment reaching public or private streets not part of the construction site.
 - 6. Unless otherwise shown or specified, erosion control measures shall comply with the planning, design, and maintenance provisions of Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition and Index Nos. 102 and 103 in the 2014 Roadway and Traffic Design Standards Manual.
- B. Provide controls to confine dust and dirt within project area. Thoroughly soak masonry and debris during demolition and loading operations. Water exposed soils or aggregates as required to prevent windblown dust.
- C. Provide noise control measures to limit the amount of noise and prevent nuisance. Properly equip all equipment with mufflers. Limit construction activities generating significant noise to normal working hours.

1.08 TRAFFIC CONTROL

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

1.09 CONSTRUCTION CLEANING

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

1.10 DISPOSAL

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

SECTION 01 55 26

TRAFFIC CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 REFERENCE STANDARDS

- A. General
 - 1. Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.
- B. Florida Department of Transportation (FDOT) Standards:
 - 1. USDOT Manual on Uniform Traffic Control Devices.
 - 2. FDOT Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
 - 3. FDOT Standard Specifications for Road and Bridge Construction, 2013 Edition.

1.03 SUBMITTALS

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

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

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

1.04 SITE CONDITIONS

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

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

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 01 60 00

PRODUCT REQUIREMENTS

1.01 PRODUCTS

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

1.02 MANUFACTURER'S DIRECTIONS

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

1.03 SOURCE OF PRODUCTS

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

1.04 ACCEPTABLE MANUFACTURERS

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

1.05 OPTIONS AND CHANGES

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

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

1.06 BID PHASE SUBSTITUTIONS

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

1.07 CONSTRUCTION PHASE SUBSTITUTIONS

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

1.08 DEFECTIVE PRODUCTS

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

1.09 TRANSPORTATION AND HANDLING

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

1.10 MATERIAL PROTECTION

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

1.11 STORAGE

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

SECTION 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Florida Registered Engineer or Land Surveyor.

1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points are designated on Drawings. All elevations are based on the benchmarks shown on the plans. Establish all vertical and horizontal controls required for construction.
- B. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction.
 - 1. Make no changes or relocations of such points without prior written notice to Engineer of Record and the County.
 - 2. Report to Engineer of Record and the County when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Require surveyor to replace control points which may be lost or destroyed. Establish replacements based on original survey control.
 - 4. Engineer of Record will identify existing control points and properly line corner stakes indicated on Drawings, as required.
 - 5. Elevations are based on the National Geodetic Vertical Datum of 1988.

1.04 PROJECT SURVEY REQUIREMENTS

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

1.05 RECORDS

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

1.06 SUBMITTALS

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

SECTION 01 77 00

CLOSEOUT PROCEDURES

1.01 SUMMARY

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

1.02 FACILITY START-UP

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

1.03 SUBSTANTIAL COMPLETION

- A. Contractor shall notify Engineer of Record when it considers the Work (or a portion of the Work which the County agrees to accept separately) to be substantially complete. Contractor's notice shall include a comprehensive list of items to be completed or corrected prior to final payment.
- B. Upon receipt of Contractor's list, Engineer of Record, the County, and Contractor shall make an inspection to verify that the Work is substantially complete.
 - 1. If the County considers the Work to be substantially complete, the County will issue a Certificate of Substantial Completion along with a "Construction Acceptance Checklist" of items to be completed or corrected prior to final payment. Items on punch list shall be completed within 60 days. Required submittals (see below) shall be completed prior to or when requesting final payment.
 - 2. If the County does not consider the work to be substantially complete, the County will inform Contractor of items that need to be completed or corrected before substantial completion. Contractor shall promptly complete these items and request a reinspection by the County.

1.04 FURNISHED PRODUCTS AND LOANED TOOLS

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

1.05 FINAL COMPLETION

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

1.06 CHARGES FOR REINSPECTIONS

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

1.07 SUBMITTALS

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

APPENDIX "A"

February 19, 2020

PREPARED BY: D. Gil, PE, Beyer, PE, R. Endrzejewski, PE

LAP SPECIFICATIONS PACKAGE FINANCIAL PROJECT ID(S). 439496-1-58-01

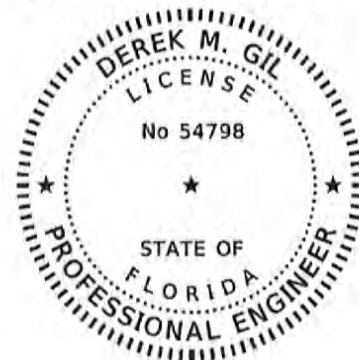
NASSAU COUNTY

The January 2020 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

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

The official record of this package is the electronic file digitally signed and sealed under Rule 61G 15-23.004, F.A.C.

Prepared by: Derek M. Gil, PE
Date: February 19, 2020
Fla. License No.: 54798
Firm Name: Element Engineering Group, LLC
Firm Address: 1713 E. 9th Avenue
City, State, Zip code: Tampa, Florida, 33605
Certificate of Authorization Number: 26921
Page(s): 1-65



FPID(S): 439496-1-58-01

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LAP DIVISION 1 SPECIFICATIONS

(REV 2-27-19) (7-19)

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

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

FROM SECTION 4 (ALTERATION OF WORK).

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

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

The term "significant change" applies only when:

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

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

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

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

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

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

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

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

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

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

Table 4-3.2.1	
Item	Rate
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

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

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-3.2.1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

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

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

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly
Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment
Rate x 50%.

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

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

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

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

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

Where As = Original Contract Amount minus Original

Subcontract amounts(s)*

B = Original Contract Time

C = 8%

Ds = Average Overhead Per-Day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

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

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

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

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

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

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

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

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.
5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-12 Claims by Contractor.

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

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

5-12.2 Notice of Claim:

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

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

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

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

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

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

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

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

- a. documented additional job site labor expenses;
- b. documented additional cost of materials and supplies;
- c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
- d. any other additional direct costs or damages and the documents in support thereof;
- e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street

Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

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

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

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

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

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim

for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

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

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

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

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

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

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

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor,

subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

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

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

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

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

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

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

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

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

6-5.2 Source of Supply–Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

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

Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo1124628d797c0ec0f48a4a05c478e4fba9e20.pdf?sfvrsn=83d8df44_2. Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

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

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

These guidelines are posted at the following URL

address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

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

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a

protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.4.1 Additional Requirements for Eastern Indigo Snake: The Department has determined that eastern indigo snake habitat could be impacted by the project. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at:

http://www.fws.gov/northflorida/IndigoSnakes/20130812_Eastern_indigo_snake_Standard_Protection_Measures.htm

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

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

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

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

Wage Rate Decision Number	Associated Work
FL20200193	Highway

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

7-24 Disadvantaged Business Enterprise Program.

~~7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:~~ Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

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

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

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

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

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

1. DBE Commitments - at or before the Pre-Construction Conference.

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

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

1. the procedures adopted to comply with these Specifications;

2. the number of subordinated Contracts on Department projects awarded to DBEs;

3. the dollar value of the Contracts awarded to DBEs;

4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. a description of the general categories of Contracts awarded to DBEs; and

6. the specific efforts employed to identify and award Contracts to DBEs.

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

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

7-24.5 Counting DBE Participation and Commercially Useful Functions:

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

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

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

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

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

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

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

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

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

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

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

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
 - a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
 - b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	

Estimated Contract Amount	Trainees Required
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.
5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of

such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

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

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

7-29 E-Verify.

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

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor

of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSIONS, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

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

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

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

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

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

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.
2. Utility work actually affected progress toward completion of controlling work items.
3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

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

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

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that

the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

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

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

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

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

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

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

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to \$1,000 plus any amount that the Department elects to deduct for defective work as provided in 9-5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

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

The following conditions apply to all payments for stockpiled materials:

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION II

SECTION 120 EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM). (REV 1-23-12) (FA 2-27-12)

SECTION 120 EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe

lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrat the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill

material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension)

or the compacted thickness of the layer being placed, whichever is less.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original

position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SECTION 334 SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).

(REV 1-26-15) (FA 1-29-15)

SECTION 334 SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 9.5 mm

Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5 3/4 to 1-1/2 inches

Type SP-12.5, FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5 3/8 to 2 inches

Type SP-12.5 1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate

from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4

Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously

cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the

intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P₈ and P₂₀₀) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance

with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target $\pm$ 0.55
Passing No. 8 Sieve (percent)	Target $\pm$ 6.00
Passing No. 200 Sieve (percent)	Target $\pm$ 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price

adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

SECTION 344 CONCRETE FOR LAP (OFF-SYSTEM).

(REV 12-20-11) (FA 2-27-12)

SECTION 344 CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Scal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the

pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

EXHIBIT "D"
PLANS AND
DRAWINGS

April 14, 2023
PREPARED BY: Paul Webb, P.E.
Derek M. Gil, P.E.

SUPPLEMENTAL SPECIFICATIONS PACKAGE NUMBER ONE
FINANCIAL PROJECT ID(S): 439496-1-58-01

DISTRICT TWO
NASSAU COUNTY

The January 2020 Edition of the Florida Department of Transportation Standard Specifications, the Specifications Package for this project, dated February 19, 2020, attached thereto, are revised as follows:

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

This item has been digitally signed and sealed by Derek M. Gil, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: April 14, 2023
State of Florida,
Professional Engineer, License No.: 54798
Firm/Agency Name: Element Engineering Group, LLC
Firm/Agency Address: 1713 E. 9th Avenue
City, State, Zip Code: Tampa, Florida, 33605
Page(s): 1-13



SUPPLEMENTAL SPECIFICATIONS

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)., page(s) 21-32, is(are) deleted and the following substituted:

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

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated July 5, 2022 is posted on the Department's website at the following URL address https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa1273-7-5-22.pdf?sfvrsn=726ca05d_2 Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

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

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

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

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

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

notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

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

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

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

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

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

Wage Rate Decision Number	County	Associated Work
FL20230193	Nassau	Highway

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

7-24 Disadvantaged Business Enterprise Program.

~~7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:~~ Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

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

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

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

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

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

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

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

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

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

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

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

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

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

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or

insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

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

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

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

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

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

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

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

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

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the

event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting

allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.
5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the

Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is

permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

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

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

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

7-29 E-Verify.

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

THIS COMPLETES THIS SUPPLEMENTAL SPECIFICATIONS PACKAGE

CONTRACT PLANS COMPONENTS
ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO. SHEET DESCRIPTION

- 1 KEY SHEET
2 - 3 SUMMARY OF PAY ITEMS
4 - 5 TYPICAL SECTION
6 - 9 PROJECT LAYOUT
10 GENERAL NOTES
11 - 56 ROADWAY PLAN
57 - 109 CROSS SECTIONS
110 - 112 STORMWATER POLLUTION PREVENTION PLAN
113 TEMPORARY TRAFFIC CONTROL PLAN
114 SUMMARY OF QUANTITIES
115 PROJECT NETWORK CONTROL
- *CTL-1 - CTL-10
*These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
CONTRACT PLANS

FINANCIAL PROJECT ID 439496-1-58-01

NASSAU COUNTY
CR 108 FROM MIDDLE ROAD TO US 17



END PROJECT
STA. 1000+58.93, @ SURVEY

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:



ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605
CERTIFICATE OF AUTHORIZATION 26921
DEREK M. GIL, P.E. NO. 54798

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS
ENGINEER OF RECORD:

DEREK M. GIL, P.E.
P.E. NO.: 54798
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605
(813) 366-2200
CONTRACT NO.: C9169
VENDOR NO.: 56-255488
CERTIFICATE OF AUTHORIZATION NO.: 26921

PROJECT MANAGER:
ROBERT COMPANION



BEGIN PROJECT
STA. 500+27.46, @ SURVEY

BEGIN BRIDGE (#740062)
STA. 924+11.14, @ SURVEY

END BRIDGE (#740062)
STA. 926+67.05, @ SURVEY

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2019-20 Standard Plans for Road and
Bridge Construction and Applicable Interim Revisions (IRs)
Standard Plans for Road Construction and associated IRs are available at the
following website: <http://www.dot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:
Division II and III of the Florida Department of Transportation, January 2020
Standard Specifications for Road and Bridge Construction at the following website:
<http://www.dot.gov/programmanagement/implemented/specbooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
N/A	20	1

SUMMARY OF ROADWAY			
PAY ITEMS			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	TOTAL
10111	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	12470
120-1	REGULAR EXCAVATION	CY	430.5
120-6	EMBANKMENT	CY	1163.5
285/01	OPTIONAL BASE, BASE GROUP 01	SY	7043
327-70-1	MILLING EXIST ASPH PAVT, 1" DEPTH	SY	159580
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" DEPTH	SY	22686
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C. PG76-22	TN	756.3
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C. FC-9.5, PG 76-22	TN	8776.9
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C. FC-12.5, PG 76-22	TN	2408.5
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	34.1
430174118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	21
430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	24
430984125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2
430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	2
536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	656
536-73	GUARDRAIL REMOVAL	LF	360
536-85-20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	EA	2
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY/END TREATMENT - PARALLEL	EA	2
570-1-2	PERFORMANCE TURF (500)	SY	13103

DATE		REVISIONS		DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 5th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY FINANCIAL PROJECT ID CR 103 NASSAU 439496-1-58-01		SUMMARY OF PAY ITEMS (1)		SHEET NO. 2
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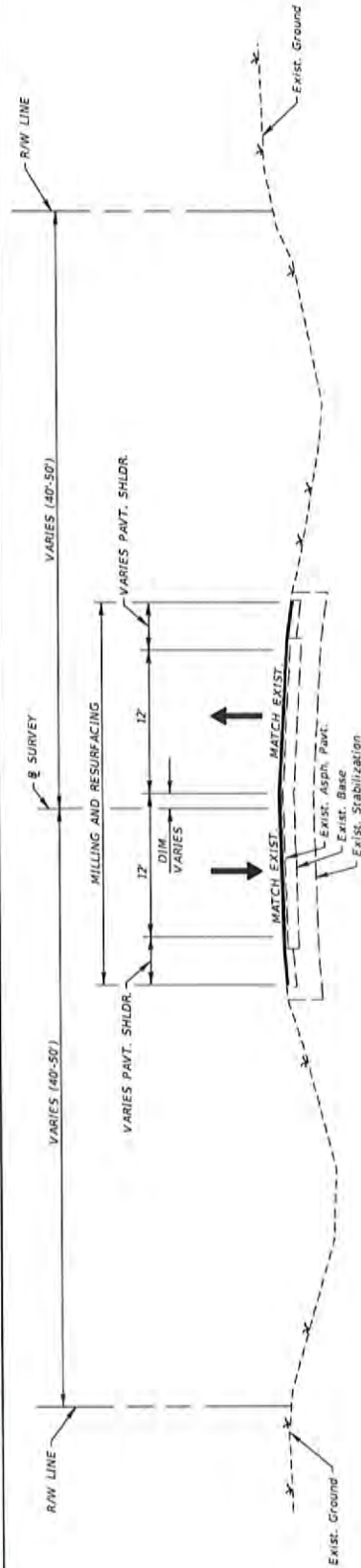
SIGNING AND PAVEMENT MARKINGS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	TOTAL
5546-72-2	GROUND-IN RUMBLE STRIPS, 8" CYLINDRICAL	GM	0.600
700-1-11	SINGLE POST SIGN (F&I) (GROUND MOUNT) (UP TO 12 SF)	AS	82
700-1-12	SINGLE POST SIGN (F&I) (GROUND MOUNT) (12-20 SF)	AS	2
700-1-60	SINGLE POST SIGN (REMOVE)	AS	48
700-2-60	MULTI-POST SIGN (REMOVE)	AS	2
700-13-12	RETROREFLECTIVE SIGN STRIP (F&I) (2")	EA	74
700-13-15	RETROREFLECTIVE SIGN STRIP (F&I) (5")	EA	14
701-18-101	PROFILED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (WHITE) (SOLID) (6")	GM	8.663
701-18-201	PROFILED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (SOLID) (6")	GM	4.763
701-18-221	PROFILED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (10/30 SKIP) (6")	GM	2.910
705-10-1	OBJECT MARKER (TYPE 1)	EA	9
705-10-2	OBJECT MARKER (TYPE 2)	EA	64
705-10-3	OBJECT MARKER (TYPE 3)	EA	4
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1
* 711-11-124	RETRO-REFLECTIVE PAVEMENT MARKER (ND/Y)	EA	197
* 711-11-160	RETRO-REFLECTIVE PAVEMENT MARKER (ND/Y)	EA	436
* 711-11-170	RETRO-REFLECTIVE PAVEMENT MARKER (W/R)	EA	28
* 711-11-224	RETRO-REFLECTIVE PAVEMENT MARKER (Y/Y)	EA	1617
* 711-11-125	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (6")	GM	18.834
* 711-11-126	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (18")	LF	350
* 711-11-127	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (24")	LF	24
* 711-11-128	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (MESSAGE OR SYMBOL) (R&R)	EA	1
* 711-11-129	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (ARROWS) (LEFT)	EA	6
* 711-11-130	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (SOLID) (6")	GM	8.384
* 711-11-131	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (SOLID) (18")	LF	168
* 711-11-132	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (10/30 SKIP) (6")	GM	6.987
711-11-124	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (18") (FOR DIAGONALS AND CHEVRONS)	LF	350
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24") (FOR STOP LINE)	LF	24
711-11-126	THERMOPLASTIC (STANDARD) (WHITE) (MESSAGE OR SYMBOL) (R&R)	EA	1
711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROWS) (LEFT)	EA	6
711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18") (FOR DIAGONALS OR CHEVRONS)	LF	168
711-16-101	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (6")	GM	10.170
711-16-201	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	GM	3.622
711-16-231	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (10/30 SKIP) (6")	GM	4.077
713-103-101	PERMANENT TAPE (WHITE) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM	0.098
713-103-201	PERMANENT TAPE (YELLOW) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM	0.098

* THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE), LUMP SUM - ITEM NO. 710-90. THE QUANTITIES SHOWN ARE FOR ONE APPLICATION; SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATION REQUIRED.

* THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE). LUMP SUM - ITEM NO. 710-90. THE

REVISIONS		DATE		DESCRIPTION	
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54788 ELEMENT ENGINEERING GROUP 1713 E. 3RD AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921					
			BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY		
			ROAD NO.	COUNTY	FINANCIAL PROJECT ID
			CR 105	NASSAU	439-496-1-58-01
SUMMARY OF PAY ITEMS (2)					
SHEET NO. 3					



TYPICAL SECTION 1, CR 108

NTS	
STA. 500+27.45 TO STA. 603+71.00, B SURVEY	
STA. 608+22.00 TO STA. 614+47.00, B SURVEY	
STA. 620+33.00 TO STA. 646+13.00, B SURVEY	
STA. 655+71.00 TO STA. 685+00.00, B SURVEY	
STA. 693+33.00 TO STA. 704+38.00, B SURVEY	
STA. 709+00.00 TO STA. 744+08.00, B SURVEY	
STA. 749+00.00 TO STA. 805+20.00, B SURVEY	
STA. 812+87.00 TO STA. 826+80.00, B SURVEY	
STA. 837+10.00 TO STA. 857+56.00, B SURVEY	
STA. 867+40.00 TO STA. 1000+58.53, B SURVEY	

PAVEMENT DESIGN

MILLING

MILL EXISTING ASPHALT PAVEMENT (1" AVG. DEPTH)

RESURFACING

FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (PG 76-22)

TRAFFIC DATA

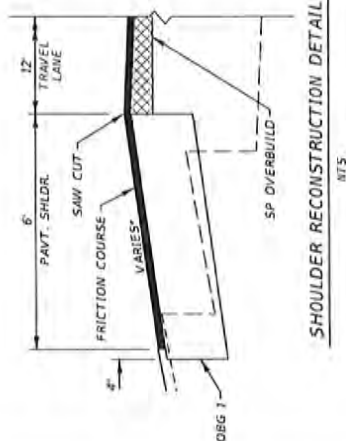
CURRENT YEAR = 2019 AADT = 3400
K = 9.5% D = 55.1% T = 4.7% (24 HOUR)
ESTIMATED OPENING YEAR = 2020 AADT = 3500
ESTIMATED DESIGN YEAR = 2040 AADT = 4300
DESIGN HOUR T = 2.4%
DESIGN SPEED = 50/60 MPH
POSTED SPEED = 50/60 MPH

REVISIONS		TYPICAL SECTION (1)		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	
				4
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 5th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. CR 108 COUNTY NASSAU FINANCIAL PROJECT ID 439496-1-58-01		2/19/2020 8:02:24 PM P:\PROJECTS\NASSAU\CR108\1581\Drawings\TYPICAL.dwg 2/19/2020

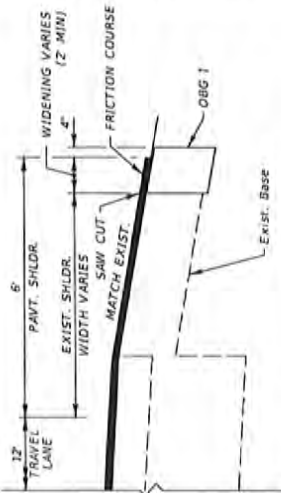


NTS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
STA	1608+22.00	STA	1609+22.00	STA	1610+22.00	STA	1611+22.00	STA	1612+22.00	STA	1613+22.00	STA	1614+22.00	STA	1615+22.00	STA	1616+22.00	STA	1617+22.00	STA	1618+22.00	STA	1619+22.00	STA	1620+22.00	STA	1621+22.00	STA	1622+22.00	STA	1623+22.00	STA	1624+22.00	STA	1625+22.00	STA	1626+22.00	STA	1627+22.00	STA	1628+22.00	STA	1629+22.00	STA	1630+22.00	STA	1631+22.00	STA	1632+22.00	STA	1633+22.00	STA	1634+22.00	STA	1635+22.00	STA	1636+22.00	STA	1637+22.00	STA	1638+22.00	STA	1639+22.00	STA	1640+22.00	STA	1641+22.00	STA	1642+22.00	STA	1643+22.00	STA	1644+22.00	STA	1645+22.00	STA	1646+22.00	STA	1647+22.00	STA	1648+22.00	STA	1649+22.00	STA	1650+22.00	STA	1651+22.00	STA	1652+22.00	STA	1653+22.00	STA	1654+22.00	STA	1655+22.00	STA	1656+22.00	STA	1657+22.00	STA	1658+22.00	STA	1659+22.00	STA	1660+22.00	STA	1661+22.00	STA	1662+22.00	STA	1663+22.00	STA	1664+22.00	STA	1665+22.00	STA	1666+22.00	STA	1667+22.00	STA	1668+22.00	STA	1669+22.00	STA	1670+22.00	STA	1671+22.00	STA	1672+22.00	STA	1673+22.00	STA	1674+22.00	STA	1675+22.00	STA	1676+22.00	STA	1677+22.00	STA	1678+22.00	STA	1679+22.00	STA	1680+22.00	STA	1681+22.00	STA	1682+22.00	STA	1683+22.00	STA	1684+22.00	STA	1685+22.00	STA	1686+22.00	STA	1687+22.00	STA	1688+22.00	STA	1689+22.00	STA	1690+22.00	STA	1691+22.00	STA	1692+22.00	STA	1693+22.00	STA	1694+22.00	STA	1695+22.00	STA	1696+22.00	STA	1697+22.00	STA	1698+22.00	STA	1699+22.00	STA	1700+22.00	STA	1701+22.00	STA	1702+22.00	STA	1703+22.00	STA	1704+22.00	STA	1705+22.00	STA	1706+22.00	STA	1707+22.00	STA	1708+22.00	STA	1709+22.00	STA	1710+22.00	STA	1711+22.00	STA	1712+22.00	STA	1713+22.00	STA	1714+22.00	STA	1715+22.00	STA	1716+22.00	STA	1717+22.00	STA	1718+22.00	STA	1719+22.00	STA	1720+22.00	STA	1721+22.00	STA	1722+22.00	STA	1723+22.00	STA	1724+22.00	STA	1725+22.00	STA	1726+22.00	STA	1727+22.00	STA	1728+22.00	STA	1729+22.00	STA	1730+22.00	STA	1731+22.00	STA	1732+22.00	STA	1733+22.00	STA	1734+22.00	STA	1735+22.00	STA	1736+22.00	STA	1737+22.00	STA	1738+22.00	STA	1739+22.00	STA	1740+22.00	STA	1741+22.00	STA	1742+22.00	STA	1743+22.00	STA	1744+22.00	STA	1745+22.00	STA	1746+22.00	STA	1747+22.00	STA	1748+22.00	STA	1749+22.00	STA	1750+22.00	STA	1751+22.00	STA	1752+22.00	STA	1753+22.00	STA	1754+22.00	STA	1755+22.00	STA	1756+22.00	STA	1757+22.00	STA	1758+22.00	STA	1759+22.00	STA	1760+22.00	STA	1761+22.00	STA	1762+22.00	STA	1763+22.00	STA	1764+22.00	STA	1765+22.00	STA	1766+22.00	STA	1767+22.00	STA	1768+22.00	STA	1769+22.00	STA	1770+22.00	STA	1771+22.00	STA	1772+22.00	STA	1773+22.00	STA	1774+22.00	STA	1775+22.00	STA	1776+22.00	STA	1777+22.00	STA	1778+22.00	STA	1779+22.00	STA	1780+22.00	STA	1781+22.00	STA	1782+22.00	STA	1783+22.00	STA	1784+22.00	STA	1785+22.00	STA	1786+22.00	STA	1787+22.00	STA	1788+22.00	STA	1789+22.00	STA	1790+22.00	STA	1791+22.00	STA	1792+22.00	STA	1793+22.00	STA	1794+22.00	STA	1795+22.00	STA	1796+22.00	STA	1797+22.00	STA	1798+22.00	STA	1799+22.00	STA	1800+22.00	STA	1801+22.00	STA	1802+22.00	STA	1803+22.00	STA	1804+22.00	STA	1805+22.00	STA	1806+22.00	STA	1807+22.00	STA	1808+22.00	STA	1809+22.00	STA	1810+22.00	STA	1811+22.00	STA	1812+22.00	STA	1813+22.00	STA	1814+22.00	STA	1815+22.00	STA	1816+22.00	STA	1817+22.00	STA	1818+22.00	STA	1819+22.00	STA	1820+22.00	STA	1821+22.00	STA	1822+22.00	STA	1823+22.00	STA	1824+22.00	STA	1825+22.00	STA	1826+22.00	STA	1827+22.00	STA	1828+22.00	STA	1829+22.00	STA	1830+22.00	STA	1831+22.00	STA	1832+22.00	STA	1833+22.00	STA	1834+22.00	STA	1835+22.00	STA	1836+22.00	STA	1837+22.00	STA	1838+22.00	STA	1839+22.00	STA	1840+22.00	STA	1841+22.00	STA	1842+22.00	STA	1843+22.00	STA	1844+22.00	STA	1845+22.00	STA	1846+22.00	STA	1847+22.00	STA	1848+22.00	STA	1849+22.00	STA	1850+22.00	STA	1851+22.00	STA	1852+22.00	STA	1853+22.00	STA	1854+22.00	STA	1855+22.00	STA	1856+22.00	STA	1857+22.00	STA	1858+22.00	STA	1859+22.00	STA	1860+22.00	STA	1861+22.00	STA	1862+22.00	STA	1863+22.00	STA	1864+22.00	STA	1865+22.00	STA	1866+22.00	STA	1867+22.00	STA	1868+22.00	STA	1869+22.00	STA	1870+22.00	STA	1871+22.00	STA	1872+22.00	STA	1873+22.00	STA	1874+22.00	STA	1875+22.00	STA	1876+22.00	STA	1877+22.00	STA	1878+22.00	STA	1879+22.00	STA	1880+22.00	STA	1881+22.00	STA	1882+22.00	STA	1883+22.00	STA	1884+22.00	STA	1885+22.00	STA	1886+22.00	STA	1887+22.00	STA	1888+22.00	STA	1889+22.00	STA	1890+22.00	STA	1891+22.00	STA	1892+22.00	STA	1893+22.00	STA	1894+22.00	STA	1895+22.00	STA	1896+22.00	STA	1897+22.00	STA	1898+22.00	STA	1899+22.00	STA	1900+22.00	STA	1901+22.00	STA	1902+22.00	STA	1903+22.00	STA	1904+22.00	STA	1905+22.00	STA	1906+22.00	STA	1907+22.00	STA	1908+22.00	STA	1909+22.00	STA	1910+22.00	STA	1911+22.00	STA	1912+22.00	STA	1913+22.00	STA	1914+22.00	STA	1915+22.00	STA	1916+22.00	STA	1917+22.00	STA	1918+22.00	STA	1919+22.00	STA	1920+22.00	STA	1921+22.00	STA	1922+22.00	STA	1923+22.00	STA	1924+22.00	STA	1925+22.00	STA	1926+22.00	STA	1927+22.00	STA	1928+22.00	STA	1929+22.00	STA	1930+22.00	STA	1931+22.00	STA	1932+22.00	STA	1933+22.00	STA	1934+22.00	STA	1935+22.00	STA	1936+22.00	STA	1937+22.00	STA	1938+22.00	STA	1939+22.00	STA	1940+22.00	STA	1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SHOULDER RECONSTRUCTION DETAIL



WT S



MILL EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH)

RESURFACING
EDUCATION COURSE TYPE EC-125 (TRAFFIC C) (15-1) (PG 76-22)

FRICION COURSE TYPE FC12.5 (TRAFFIC C) (1.5") (PG 76-22)

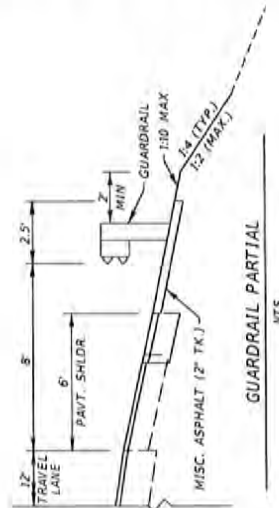
OVERBUILD

TYPE SP (TRAFFIC C) OVERBUILD (VARIES 0" TO 4") (PG 76-22)

SHOULDER WIDENING / RECONSTRUCTION

OPTIONAL BASE GROUP 1 WITH
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5") (PG 76-22)

CURRENT YEAR = 2019 AADT = 3400
X = 9.5% D = 55.1% T = 4.7% (24 HOUR)
ESTIMATED OPENING YEAR = 2020 AADT = 3500
ESTIMATED DESIGN YEAR = 2040 AADT = 4300
DESIGN HOUR T = 2.4%
DESIGN SPEED = 50/60 MPH
POSTED SPEED = 50/60 MPH



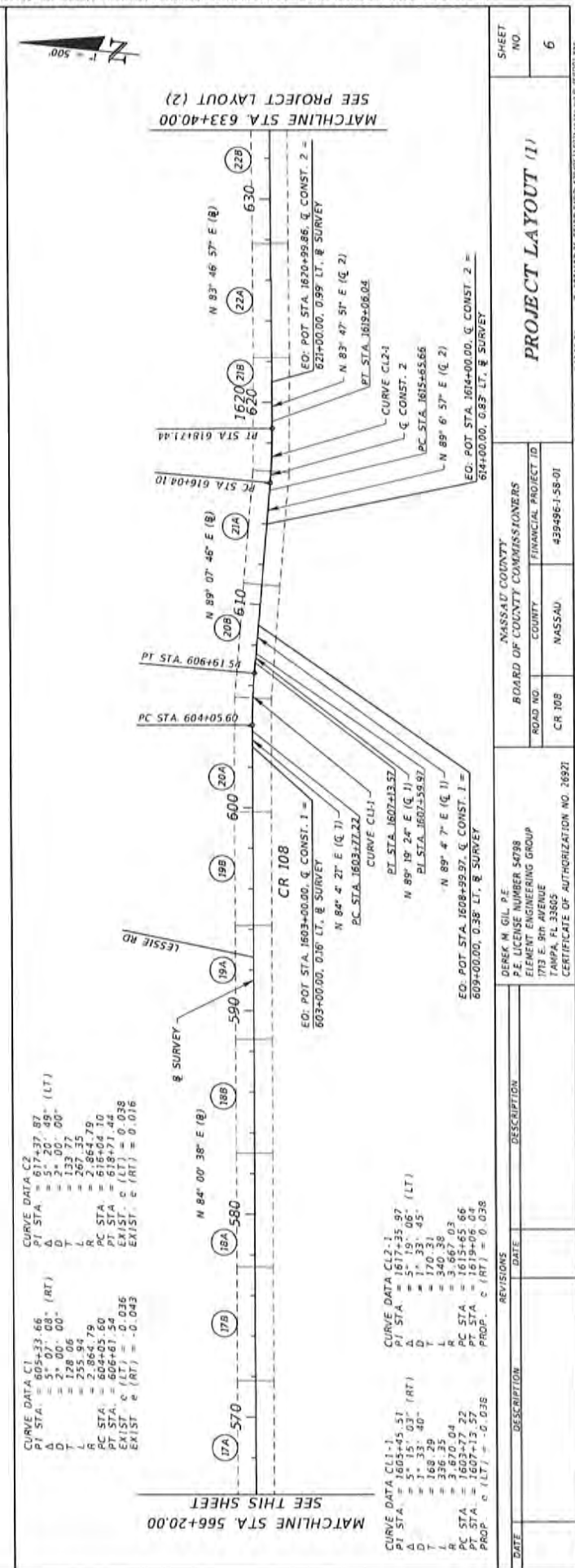
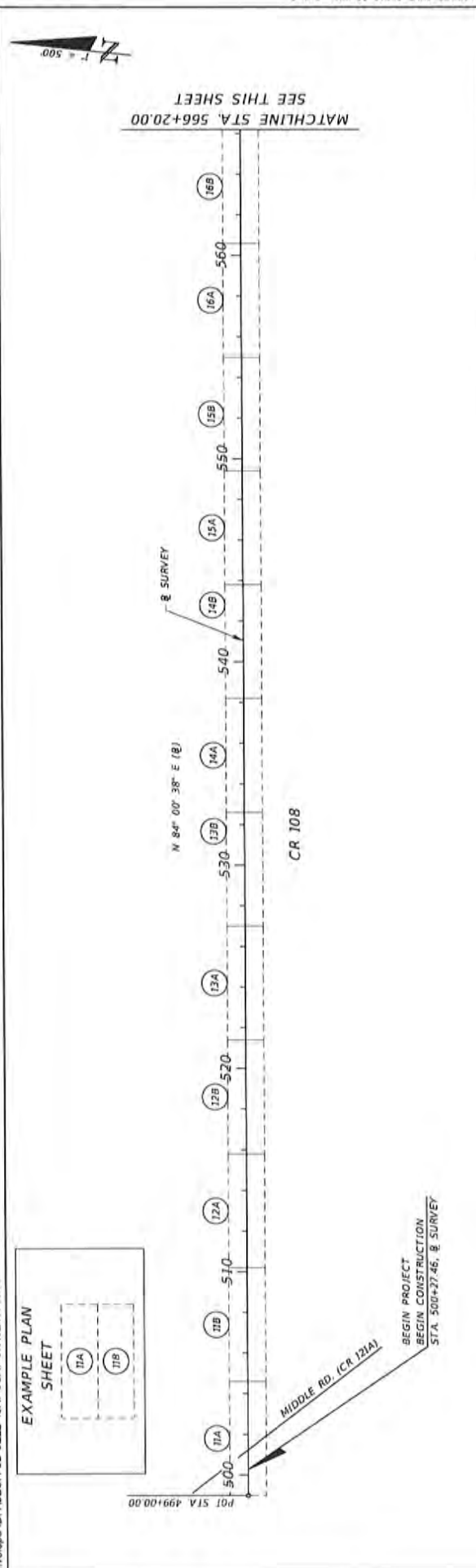
NTS

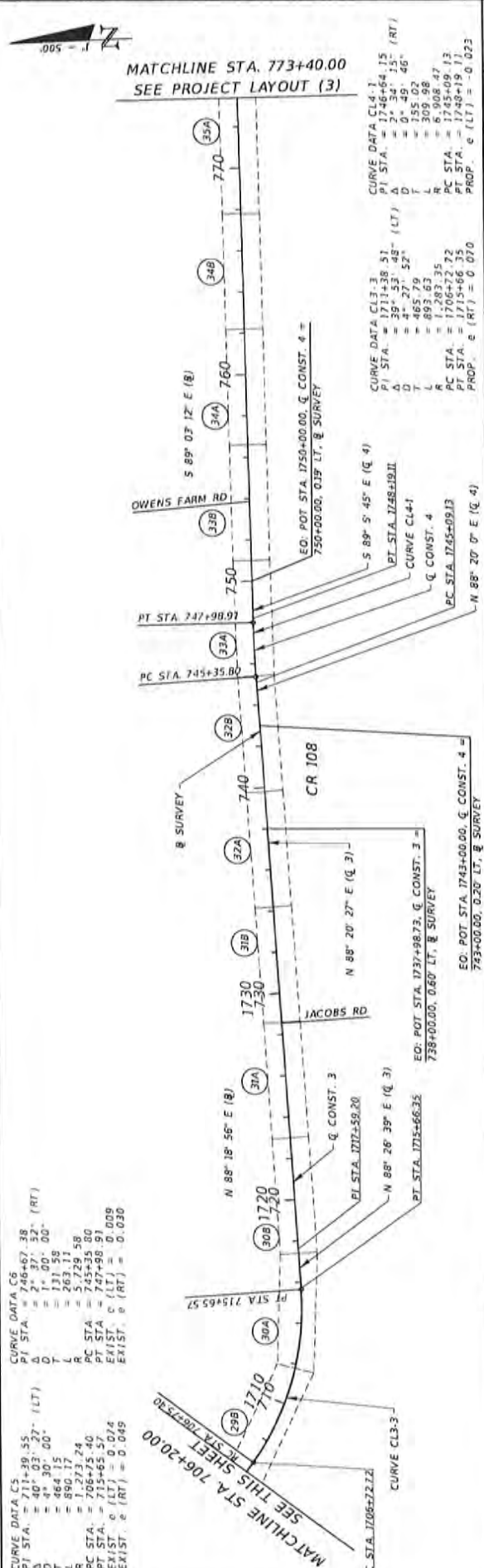
REVIEWS		TYPICAL SECTION (2)		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	
				5

DEREK M. GIL, P.E.
 P.E. LICENSE NUMBER 54788
 ELEMENT ENGINEERING GROUP
 1713 E. 5th AVENUE
 TAMPA, FL 33605
 CERTIFICATE OF AUTHORIZATION NO. 26921

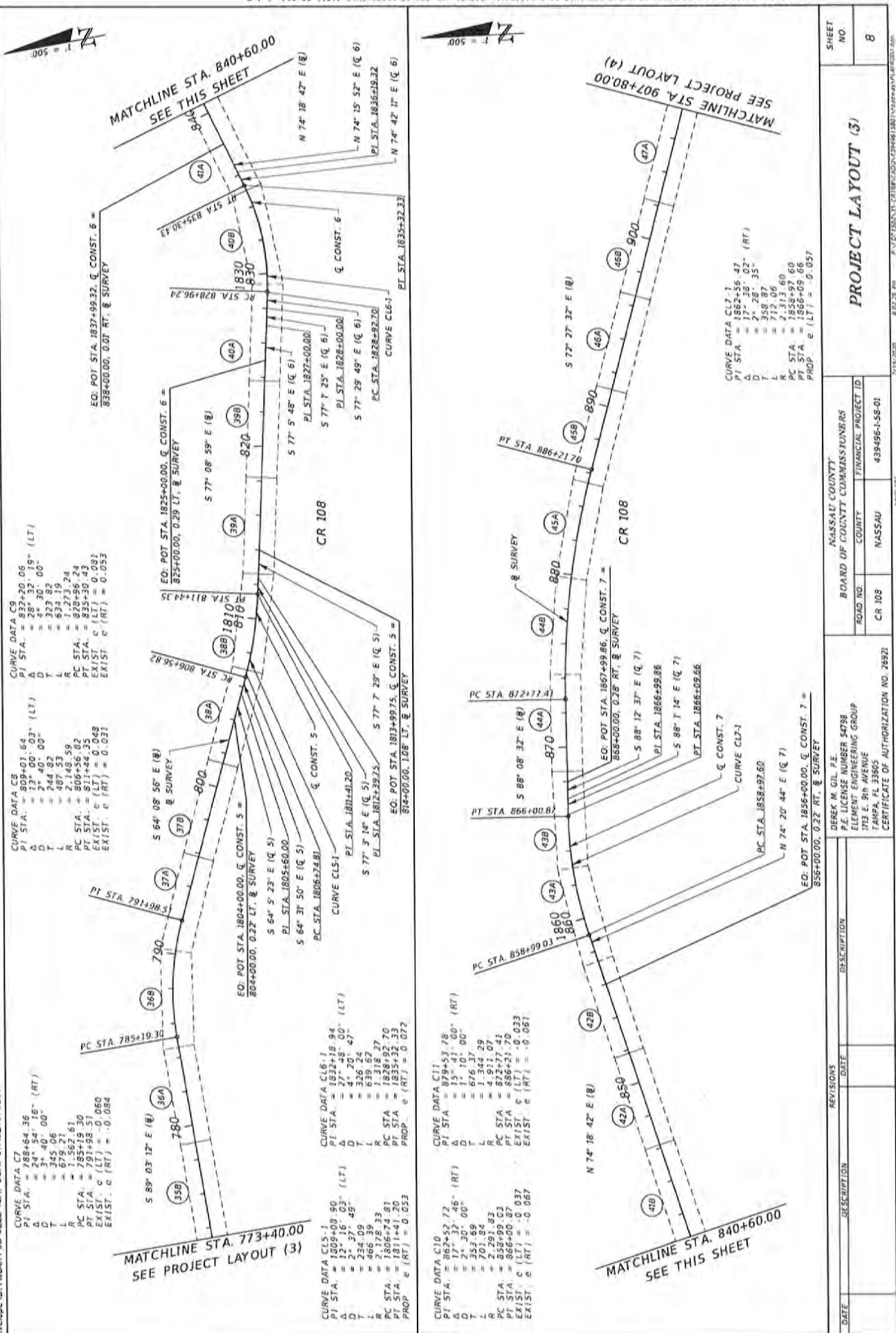
NASSAU COUNTY
 BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 108	NASSAU	439-496-1-58-01





REVISIONS		DEREK M. GIL P.E. P.E. LICENSE NUMBER 54748 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 76921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		PROJECT LAYOUT (2)		7	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY				
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DEK M. GIL, P.E.	BOARD OF COUNTY COMMISSIONERS	NASSAU COUNTY	PROJECT LAYOUT (3)
P.E. LICENSE NUMBER 54938	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
ELEMENT ENGINEERING GROUP	CR 108	NASSAU	439496-158-01
1713 E. 9th AVENUE			
TAMPA, FL 33605			
CERTIFICATE OF AUTHORIZATION NO. 26921			

SHEET NO.	8
DATE	2/18/2008
BY	2/18/2008
PROJECT LAYOUT (3)	



GENERAL NOTES

1. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
2. PLAN VIEW CALLOUTS REFER TO THE B SURVEY. CALLOUTS DENOTED BY A NUMERICAL VALUE IN PARENTHESES REFER TO THE CENTERLINE OF CONSTRUCTION. FOR EXAMPLE, (3) REFERS TO Q CONST. 3.
3. ALL PIPES/STRUCTURES ARE TO REMAIN UNLESS NOTED TO BE REMOVED.
4. ALL PROPOSED DRAINAGE PIPES ARE TO BE REINFORCED CONCRETE PIPE.
5. SHOULDER WIDTHS ARE APPROXIMATE.
6. CROSS SECTIONS ARE SHOWN IN AREAS OF OVERBUILD AND EARTHWORK ONLY.

SIGNING AND PAVEMENT MARKING NOTES

1. PLACE ALL PAVEMENT MARKINGS AS SHOWN IN THE PLANS AND THE APPROPRIATE FOOT STANDARD PLANS INDEX.
2. ALL EXISTING SIGNS ARE TO REMAIN UNLESS NOTED OTHERWISE IN THE PLANS.
3. S3-I SIGN PANELS SHALL BE FLUORESCENT YELLOW-GREEN.
4. NARROW BRIDGE TREATMENT MARKINGS AND RAISED PAVEMENT MARKERS SHALL BE INSTALLED PER FOOT STANDARD PLANS INDEX 700-106.
5. APPLY CENTERLINE AND EDGE LINE PAVEMENT MARKINGS SHOWN ON PLANS BY MEASURING FROM CENTERLINE OF PAVEMENT. DO NOT USE EDGE LINE OF PAVEMENT AS BASIS OF PAVEMENT MARKINGS OFFSETS.
6. SIGNING AND PAVEMENT MARKING STATIONS BASED ON B SURVEY.

PLAN ABBREVIATIONS

- TP - STANDARD THERMOPLASTIC PAVEMENT MARKINGS
PRTP - PROFILED THERMOPLASTIC PAVEMENT MARKINGS
Y/Y - YELLOW/YELLOW
M/W - MONO DIRECTIONAL WHITE
M/Y - MONO DIRECTIONAL YELLOW
R/R - WHITE/RED
ME - MATCH EXISTING

UTILITY NOTES

1. THE LOCATION(S) OF UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VP, AND VWH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

2. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT PERSON	CONTACT NUMBER	CONTACT E-MAIL
AT&T	P. K. PATEL	(904) 727-1568	PP5963@ATT.COM
FLORIDA POWER & LIGHT (FPL)	ROBERT HADDOCK	(904) 225-3003	ROBERT.HADDOCK@FPL.COM
JACKSONVILLE SEWER	CARLTON COPELAND	(904) 255-7552	COPELAND@COJ.NET
ORFENOKO RURAL ELECTRIC	ROY SIKES	(800) 262-5131 ext. 3305	ROY.SIKES@OREMC.COM
WINDSTREAM	DAVID JORDAN	(386) 364-2493	DAVID.JORDAN@WINDSTREAM.COM

REVISIONS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		
			DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54783 ELEMENT ENGINEERING GROUP 1713 E. 96th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		10
			ROAD NO. COUNTY FINANCIAL PROJECT ID CR 108 NASSAU 439496-1-58-01		

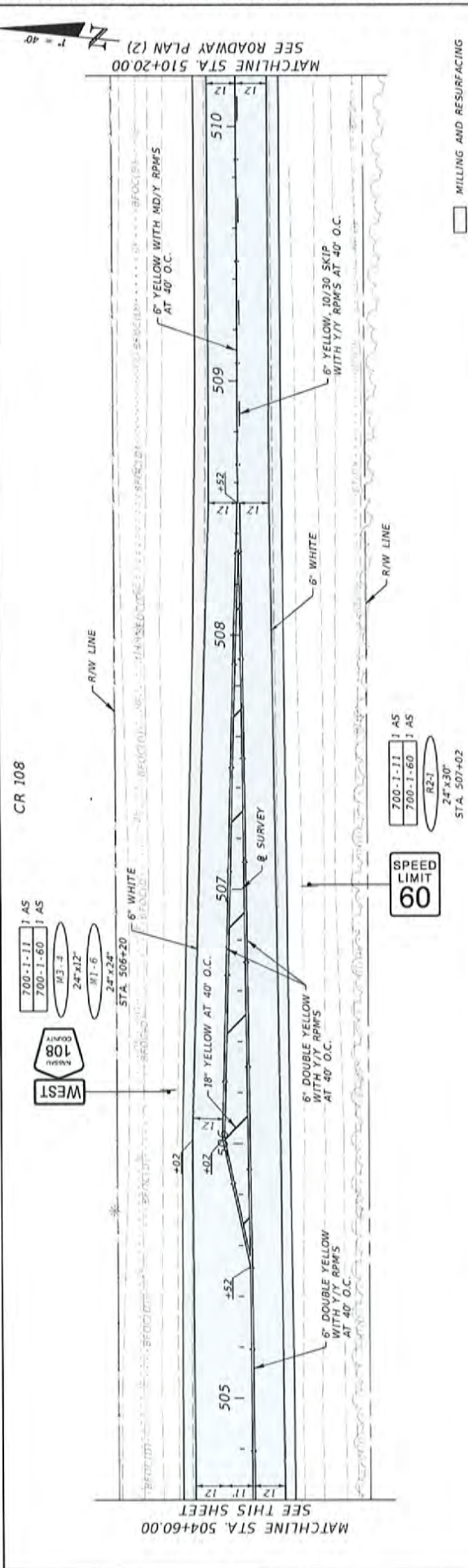
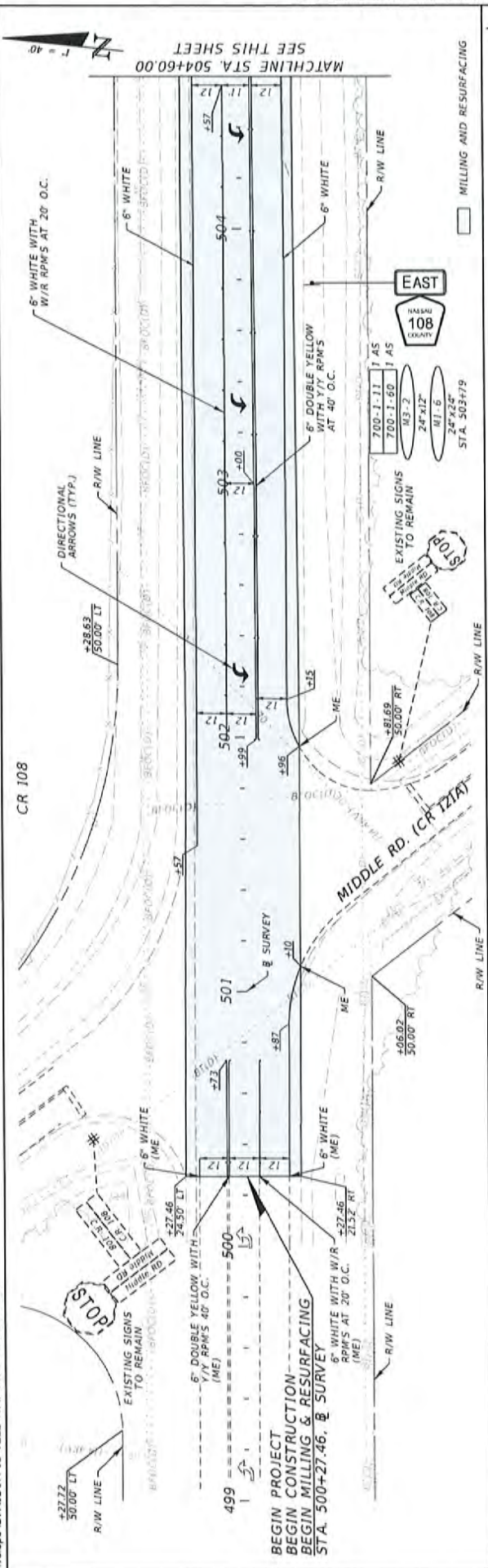
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P.E. LICENSE NUMBER 54788
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605
CERTIFICATE OF AUTHORIZATION NO. 26921

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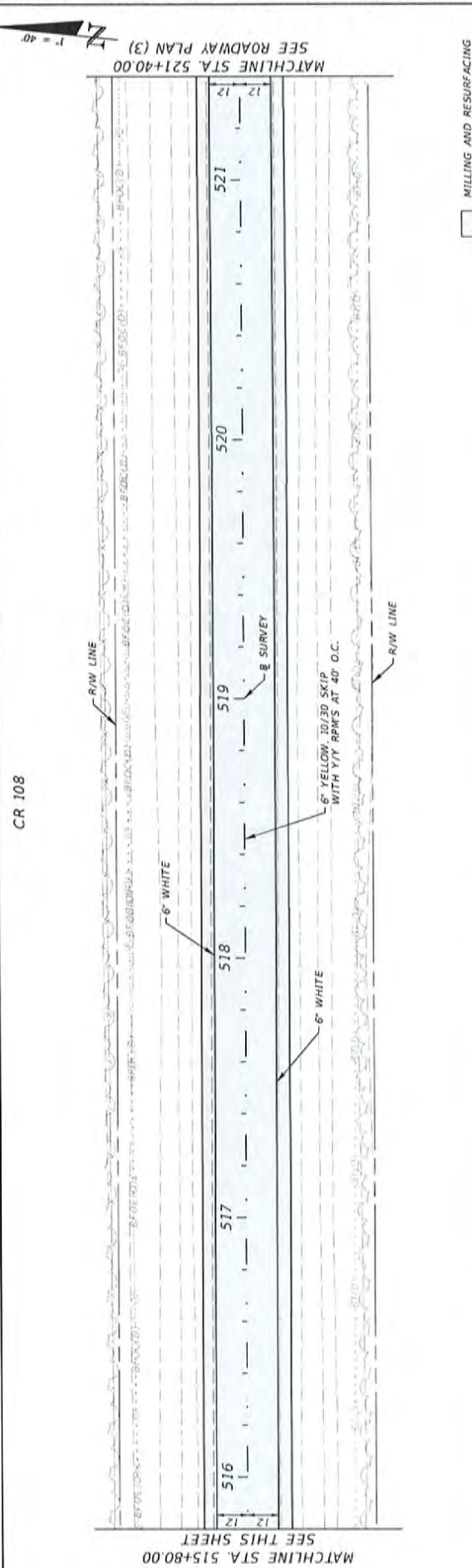
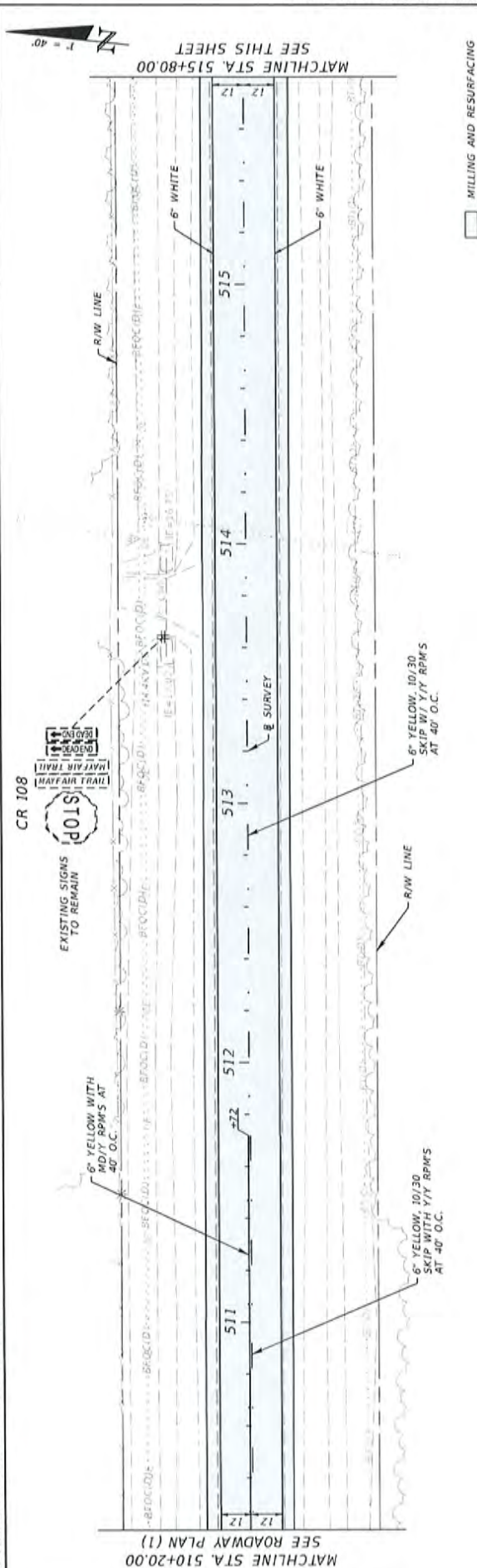
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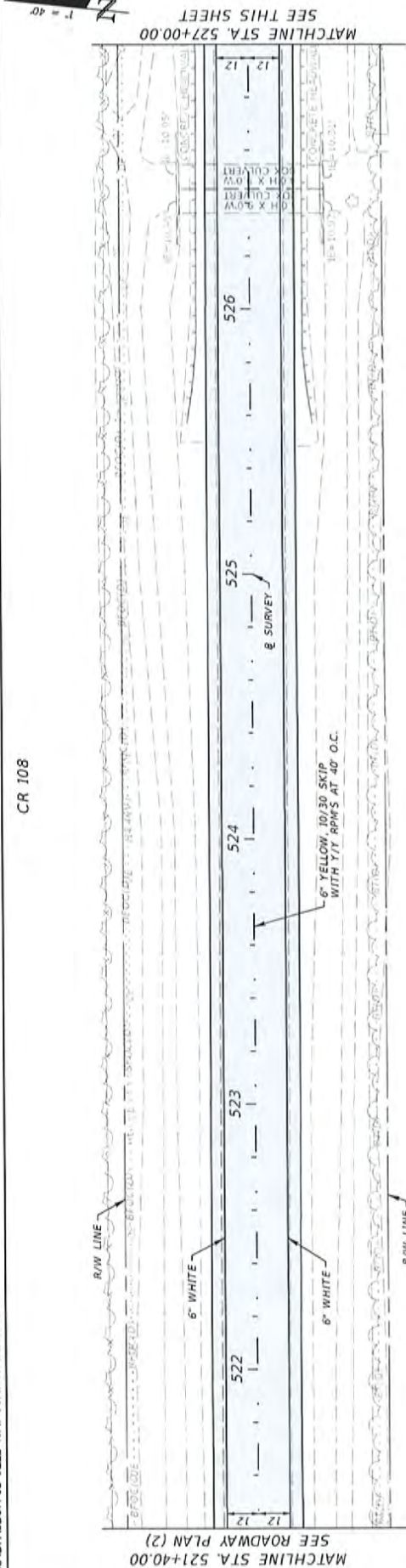


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						FINANCIAL PROJECT ID					
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						P.E. LICENSE NUMBER 54798					
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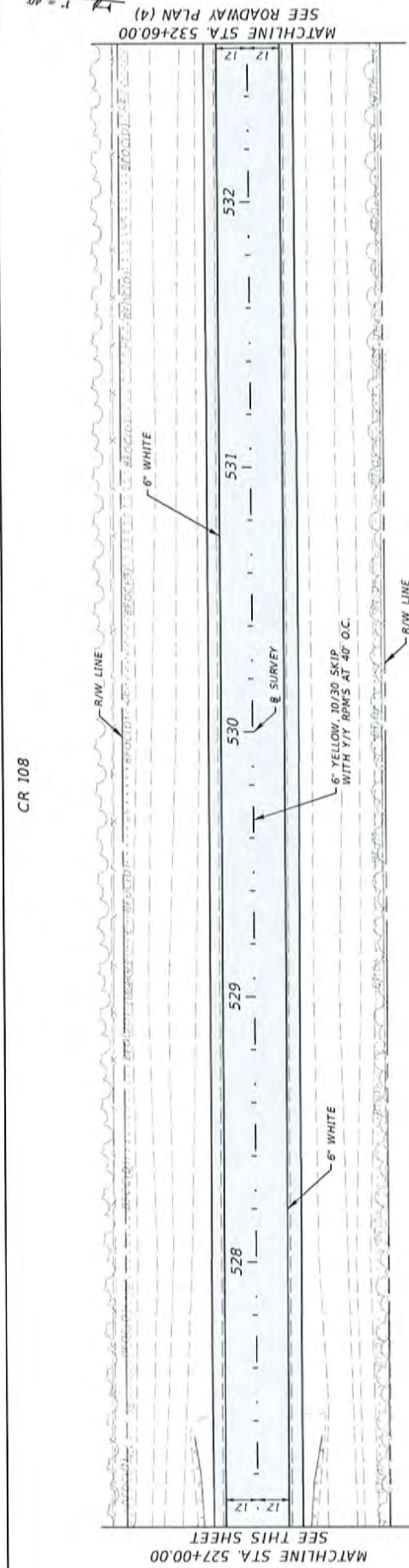


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CR 108

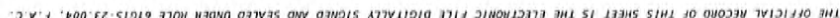
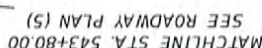


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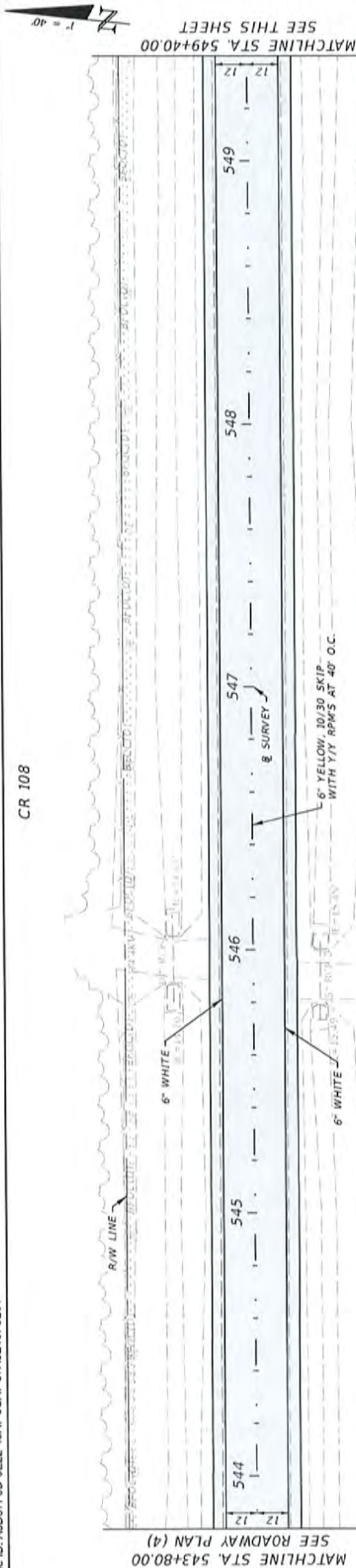
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DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921				439496-1-58-01		
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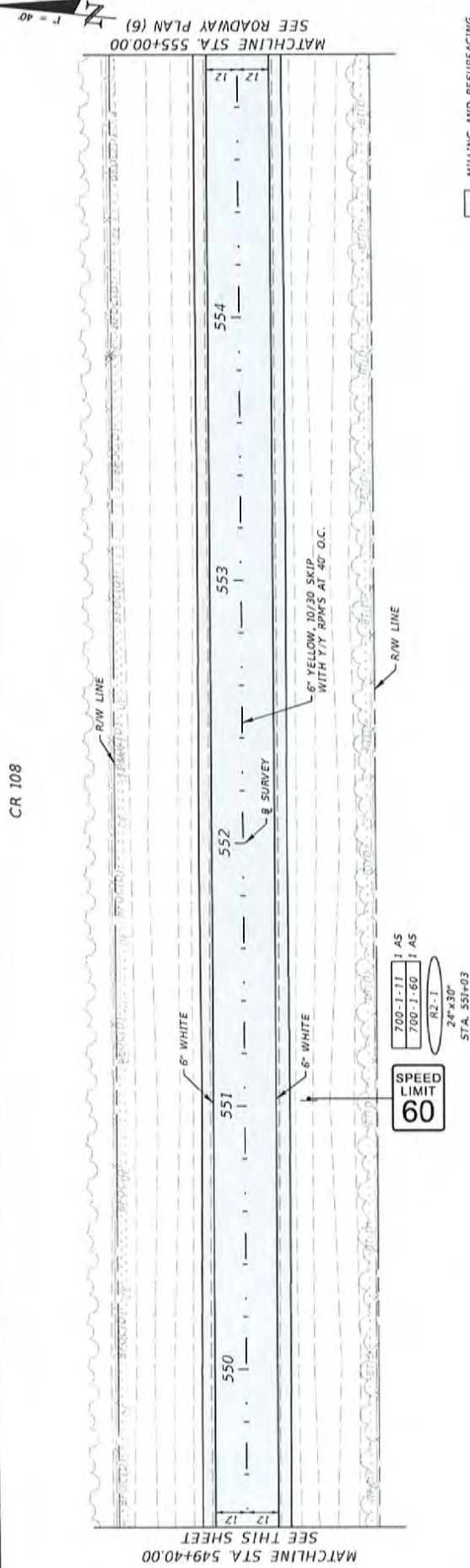
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						CR 108		NASSAU	439-496-1-58-01

CR 108



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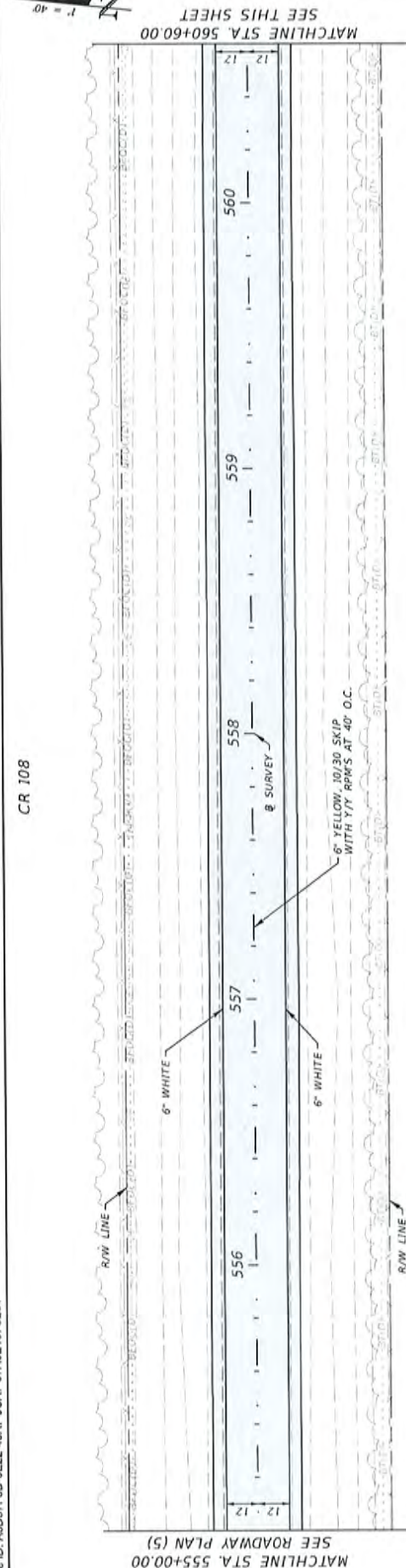
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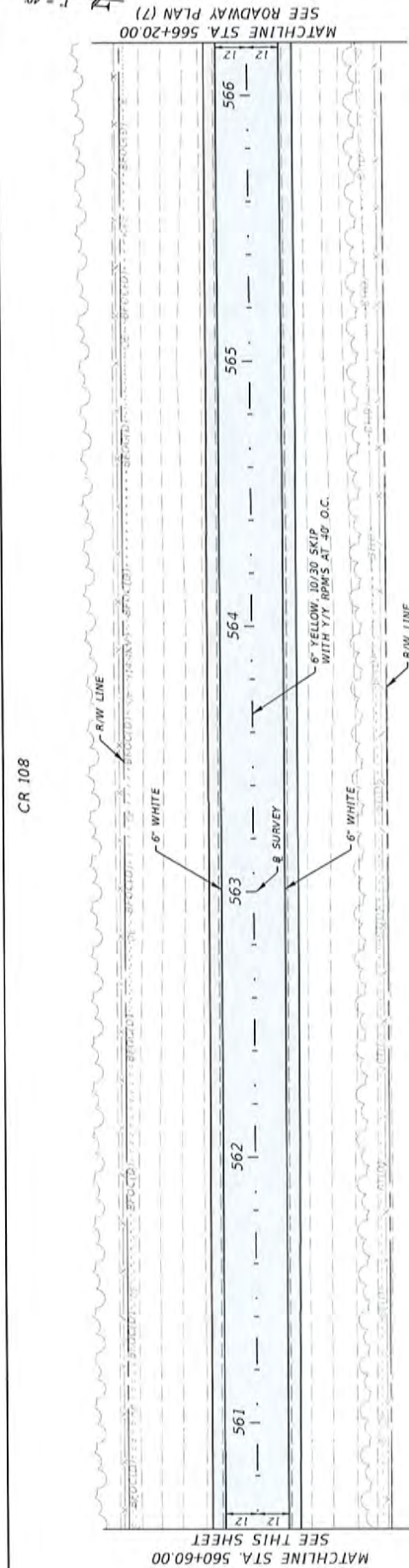
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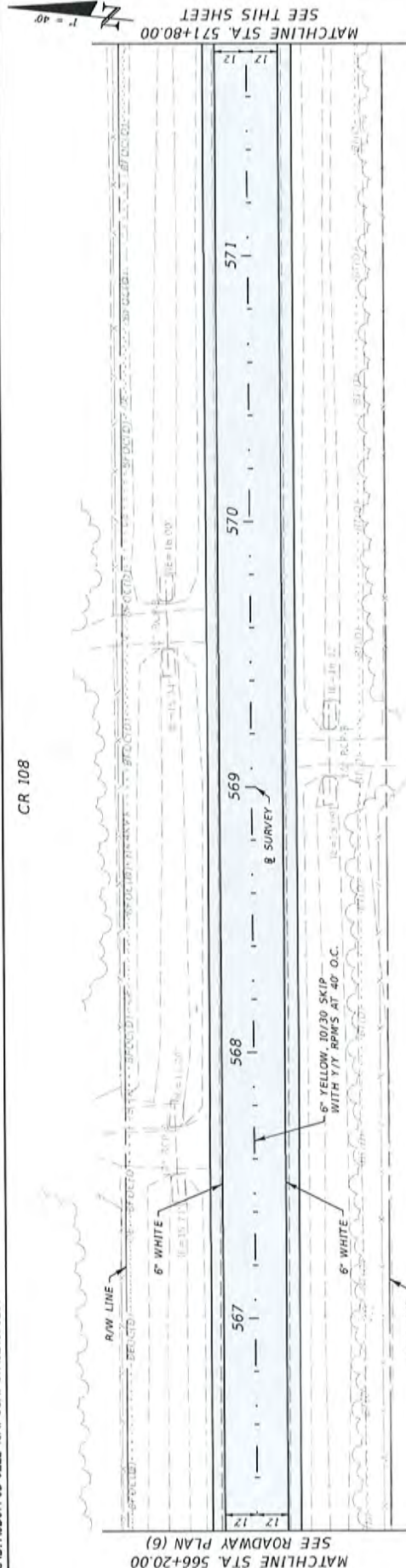
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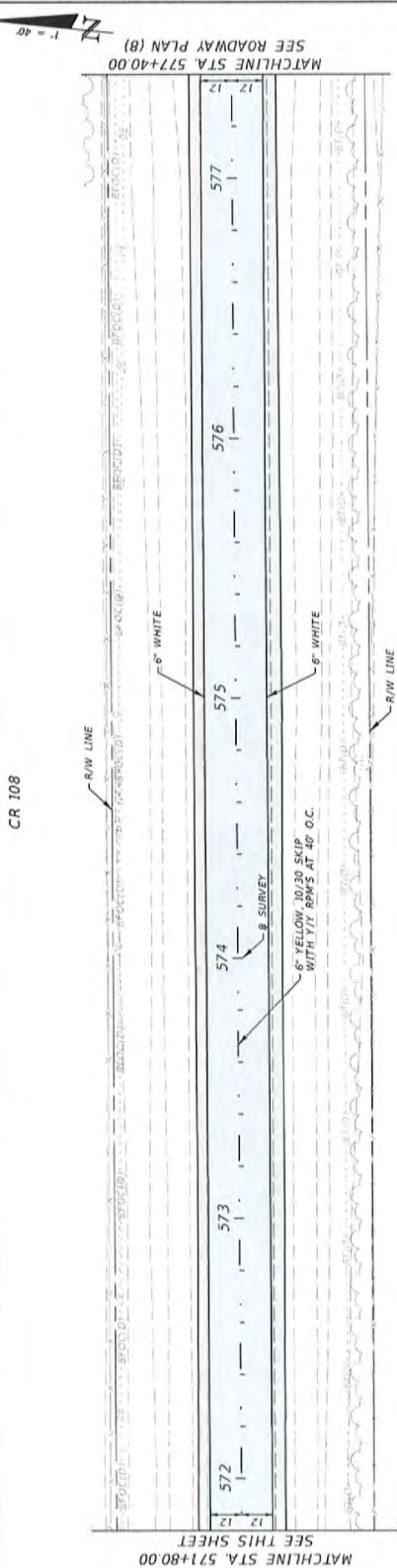
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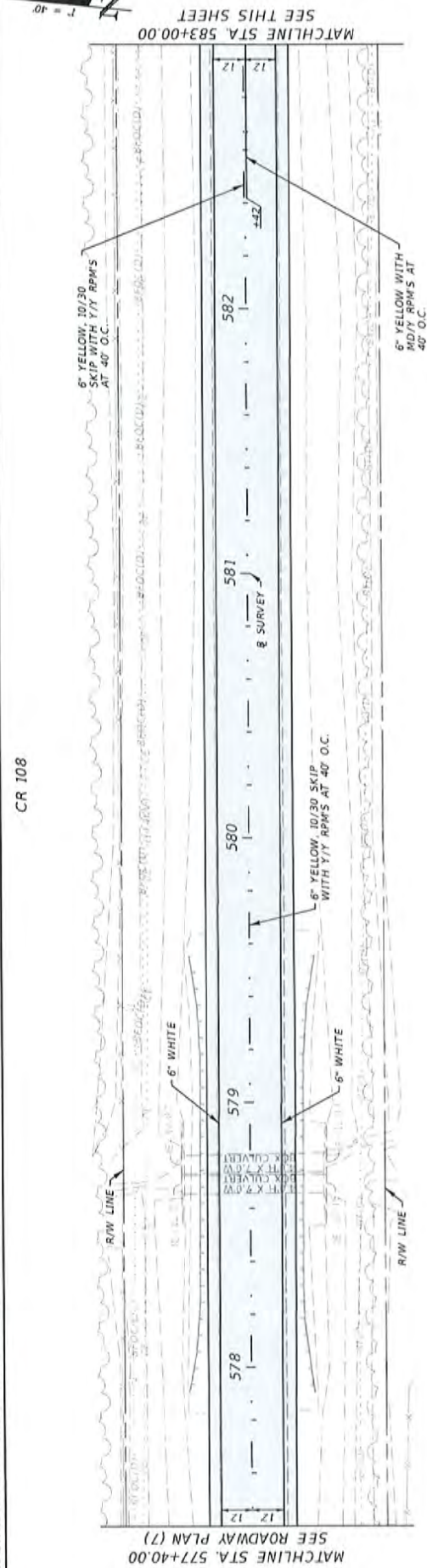
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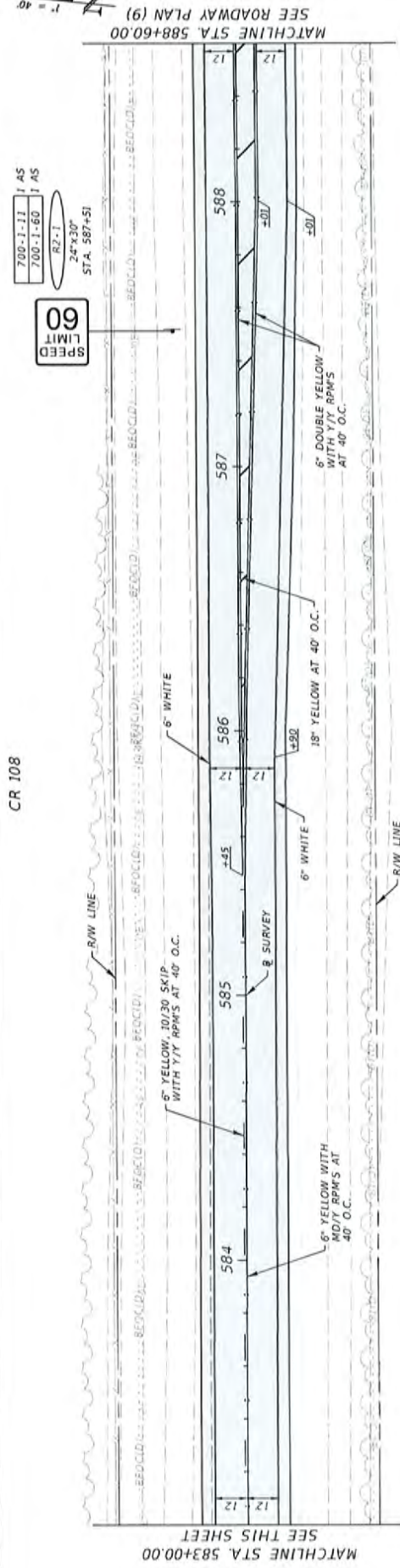
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CR 108



MILLING AND RESURFACING

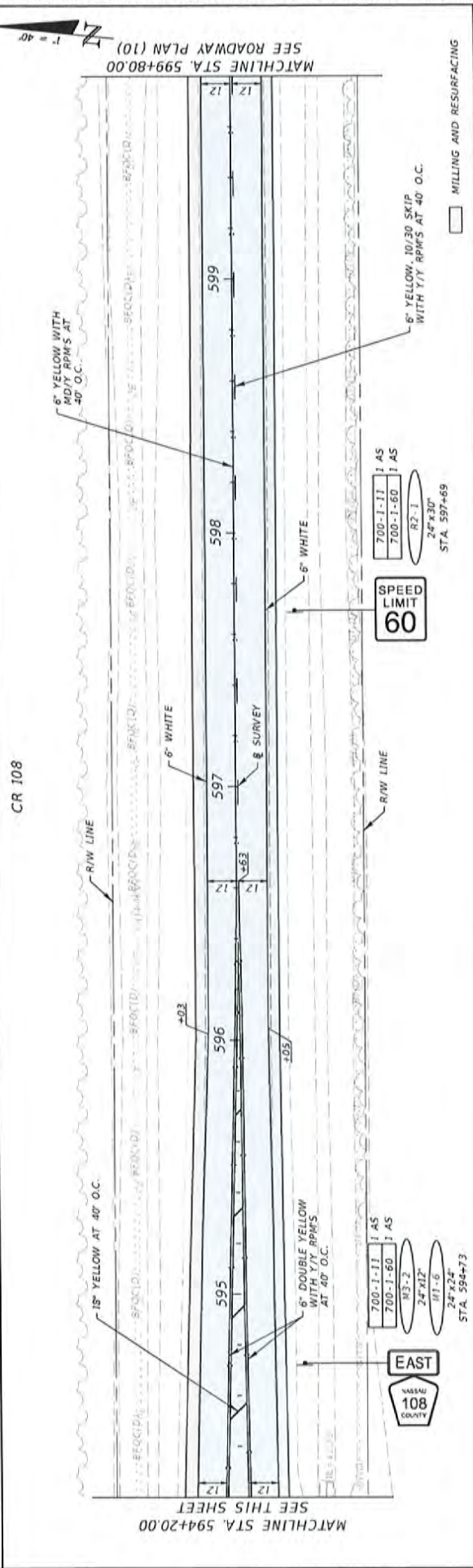
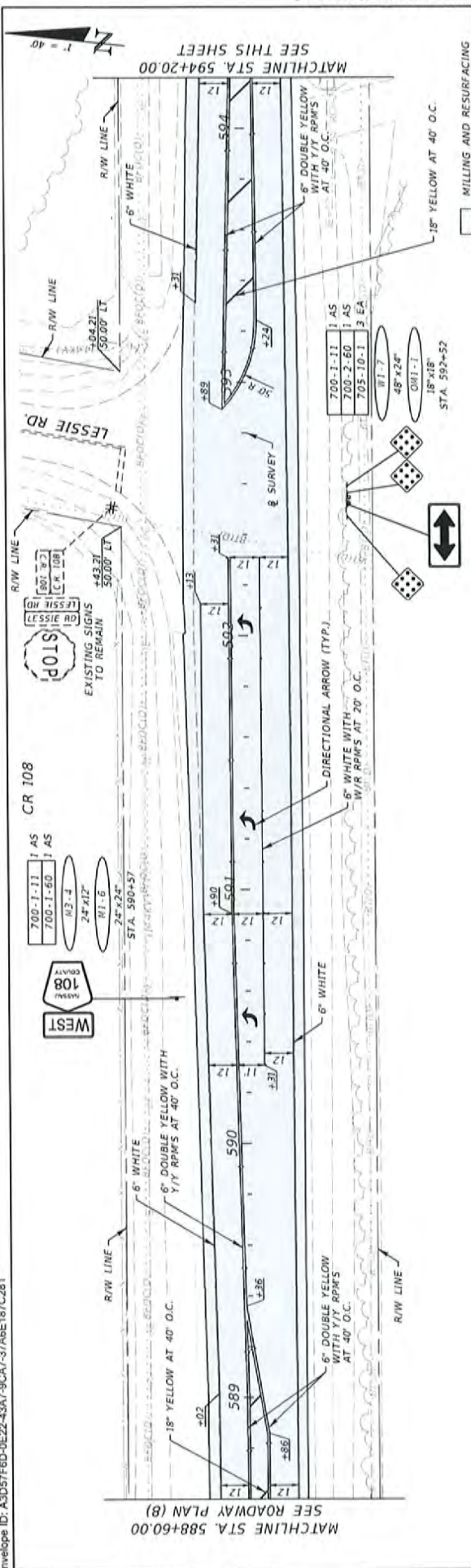
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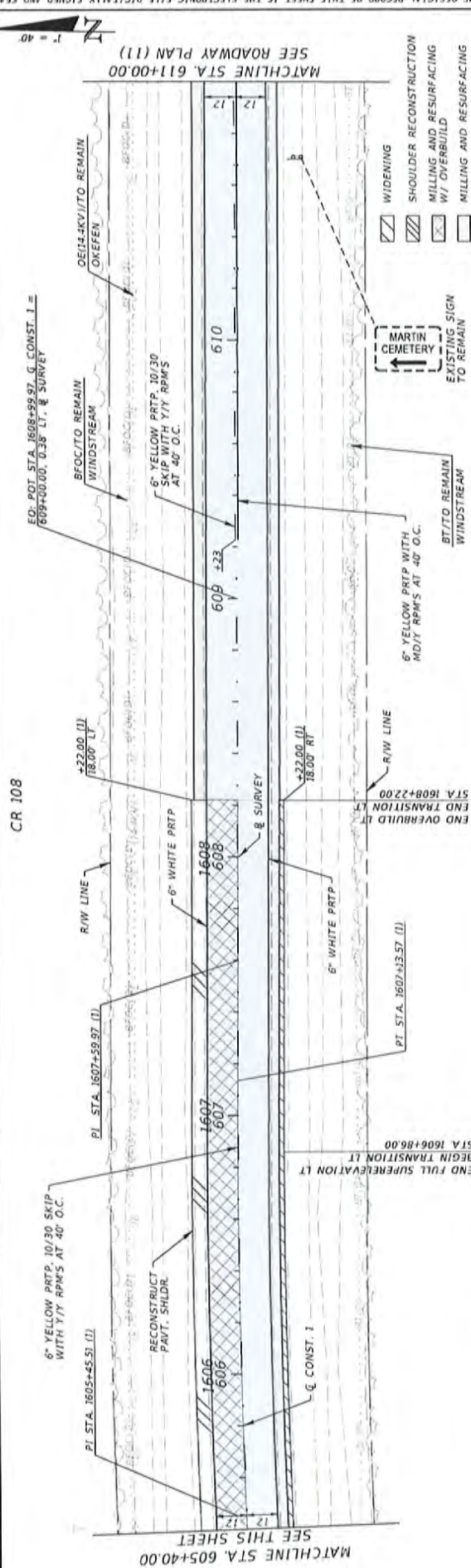
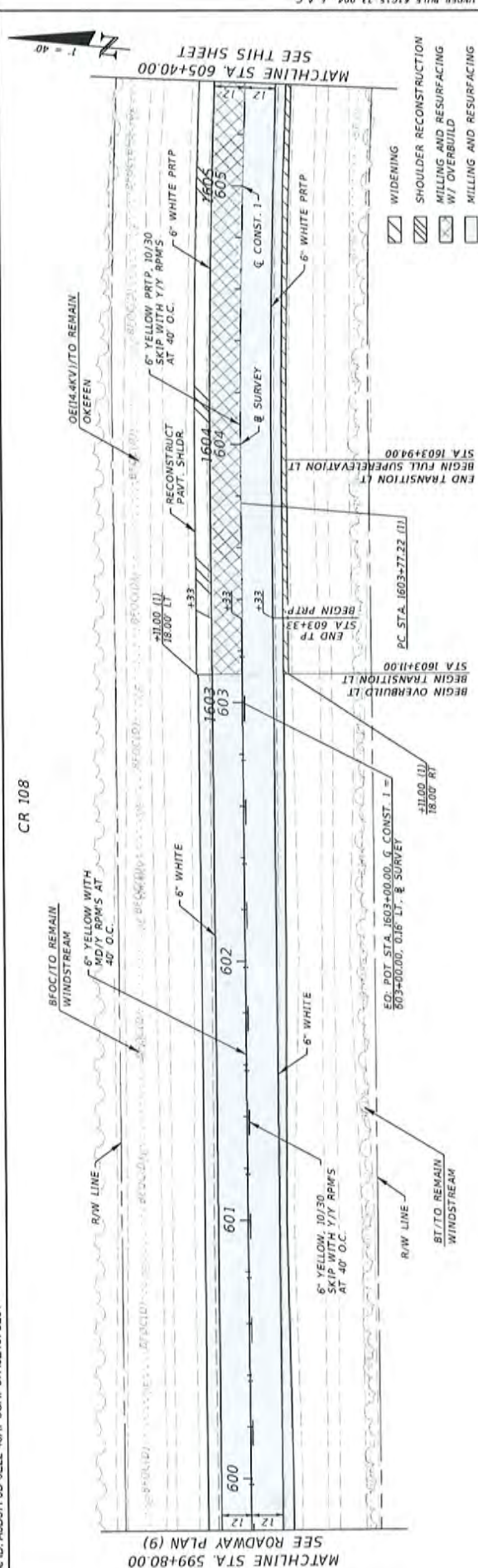


MILLING AND RESURFACING

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DATE	DESCRIPTION	DATE	DESCRIPTION
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NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROAD NO. COUNTY	
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SHEET NO.		ROADWAY PLAN (8)	
18			

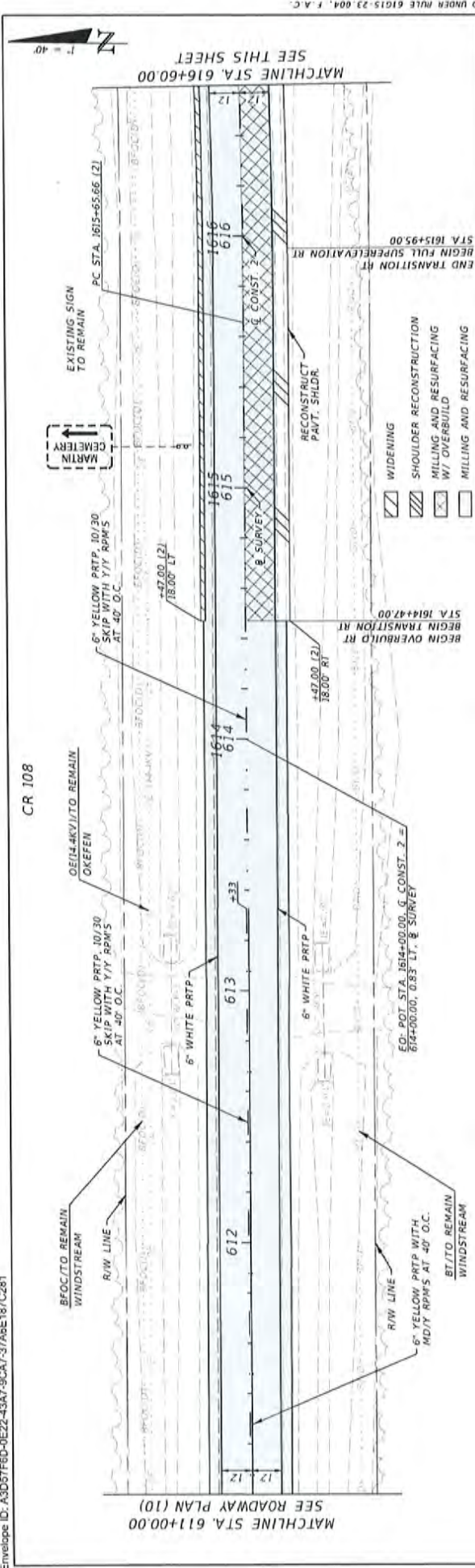
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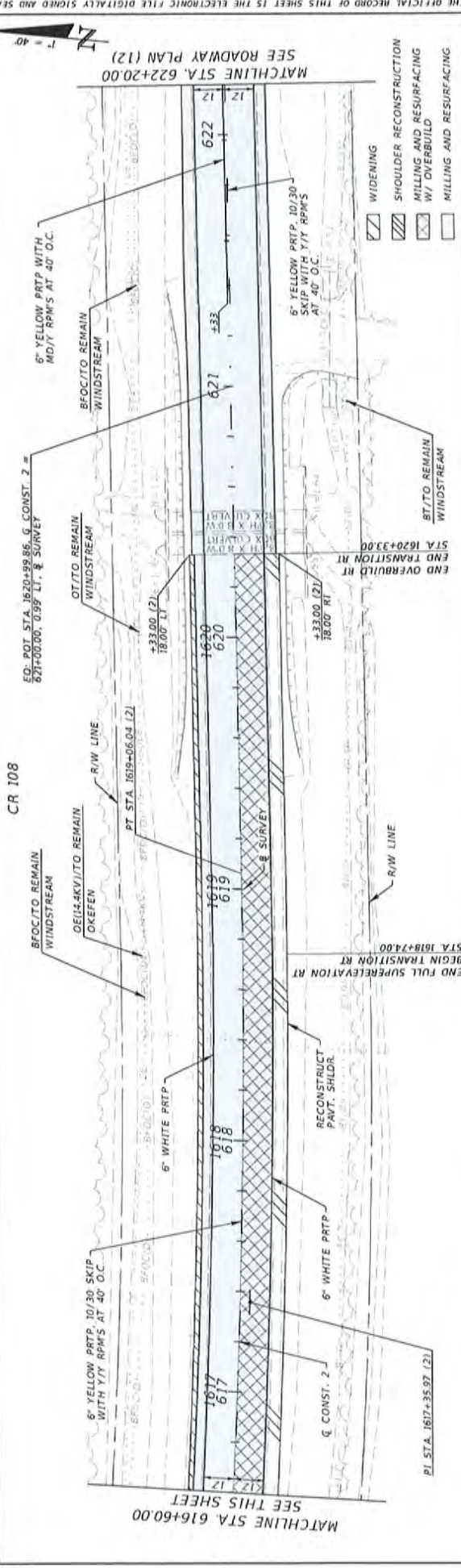


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DESCRIPTION		DATE					

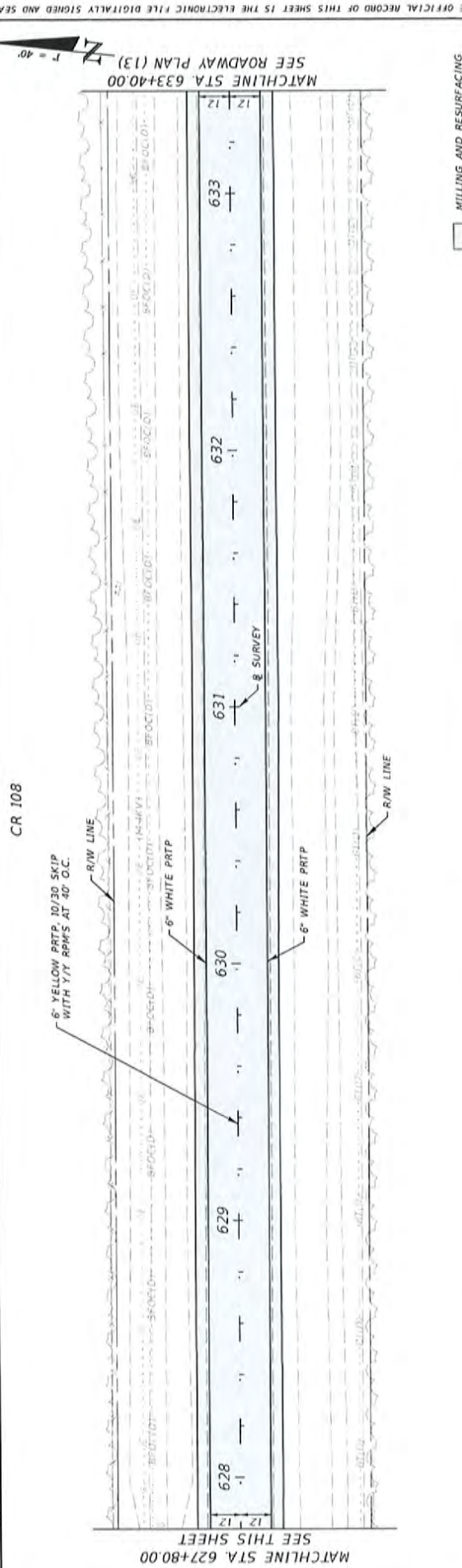
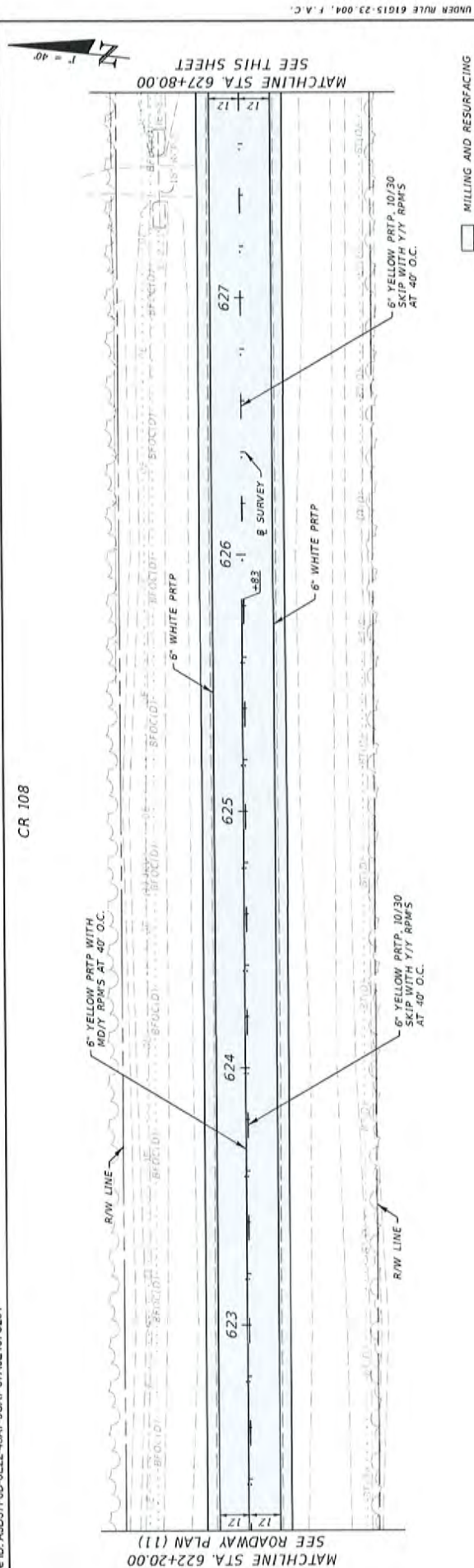
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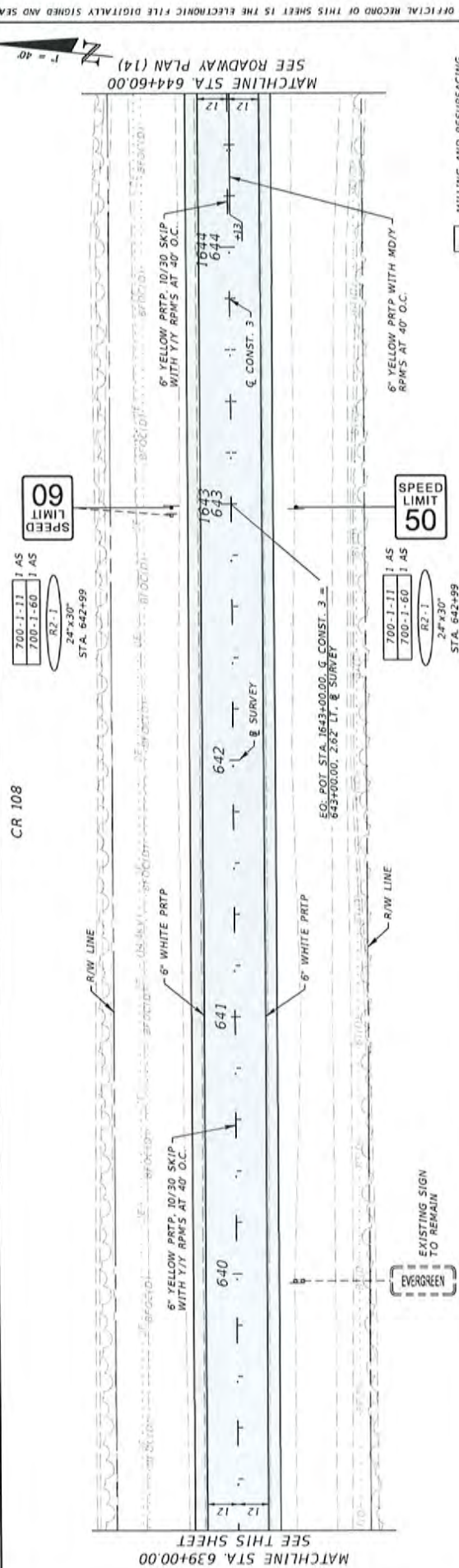
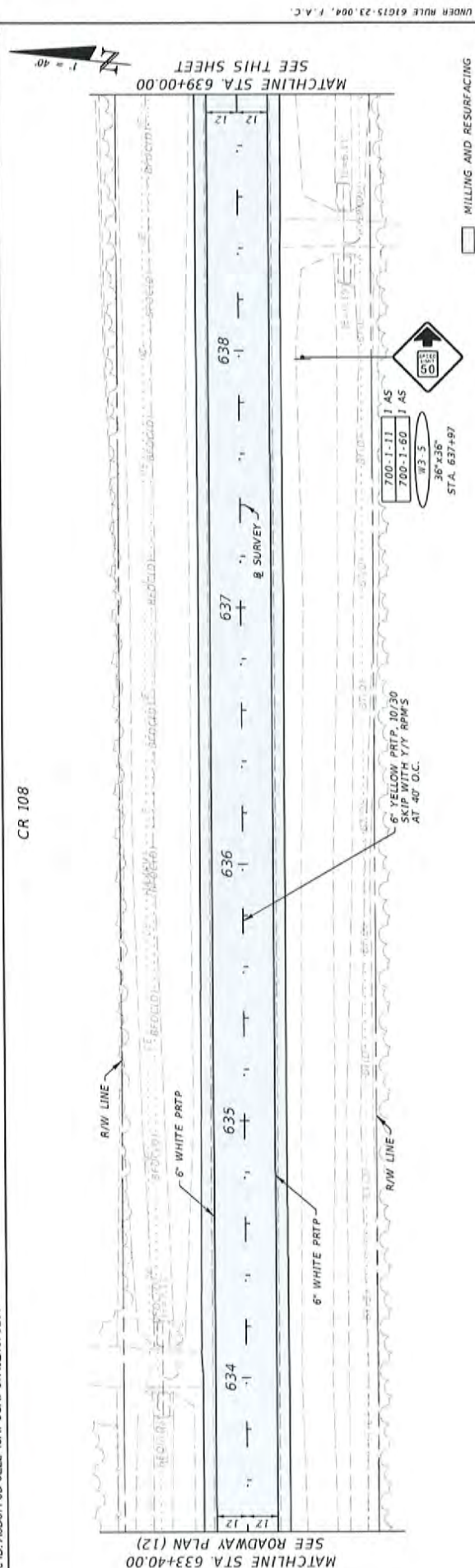
CR 108



REVISIONS		DESK M. GIL P.E.		NASSAU COUNTY		ROADWAY PLAN (11)		SHEET	
DATE	DESCRIPTION	DATE	DESCRIPTION	BOARD OF COUNTY COMMISSIONERS	FINANCIAL PROJECT ID	ROAD NO.	COUNTY	NO.	
				CR 108	439496-158-01	CR 108	NASSAU	21	
				DESK M. GIL P.E.		NASSAU COUNTY		ROADWAY PLAN (11)	
				P.E. LICENSE NUMBER 54798		FINANCIAL PROJECT ID		SHEET	
				ELEMENT ENGINEERING GROUP		ROAD NO.		NO.	
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				TAMPA, FL 33605		NASSAU			
				CERTIFICATE OF AUTHORIZATION NO. 26921					

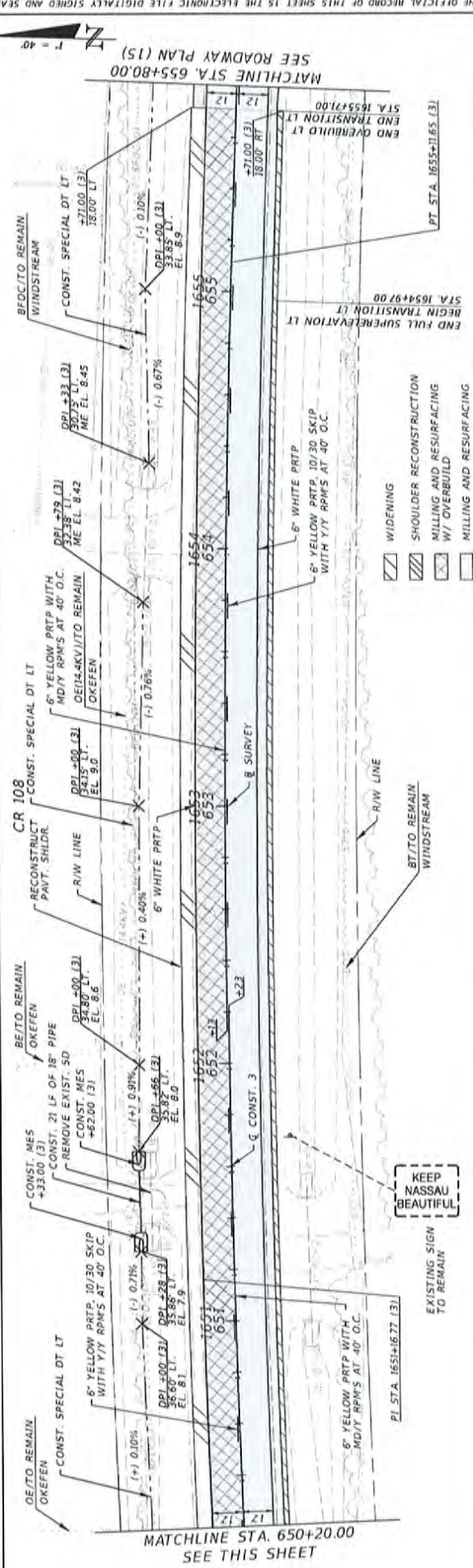
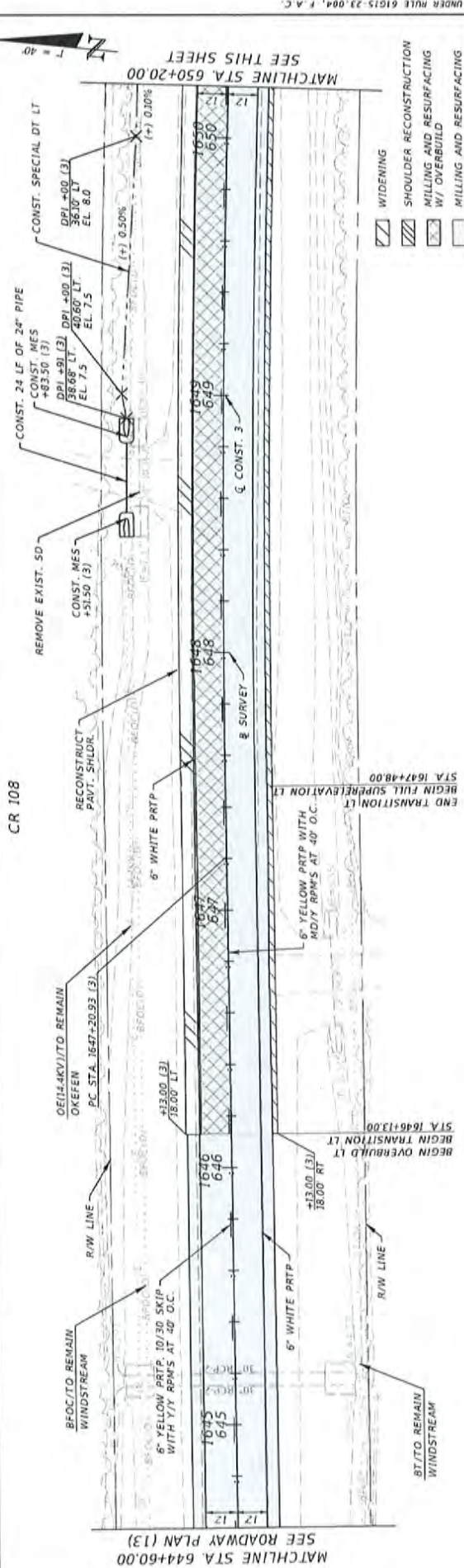


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DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	
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REVISIONS				DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 3RD AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN (13)	SHEET NO. 23
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				CR 108	NASSAU	439496-1-58-01			

CR 108



REVISIONS		DESCRIPTION	
DATE	DATE	DESCRIPTION	
DEREK M. GIL P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921			
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROAD NO. COUNTY	
CR 108		NASSAU	
FINANCIAL PROJECT ID		439-496-1-58-01	
SHEET NO.		24	

ROADWAY PLAN (14)

CR 108

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3150' LT.
ME EL 8.39

RECONSTRUCT
PAVT. SHLDR.

400.00 (3)
18.00' LT.

CONST. SHOULDER
TRANSITION

400.00 (3)
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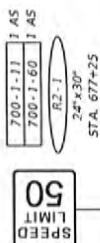
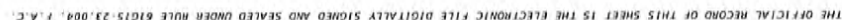
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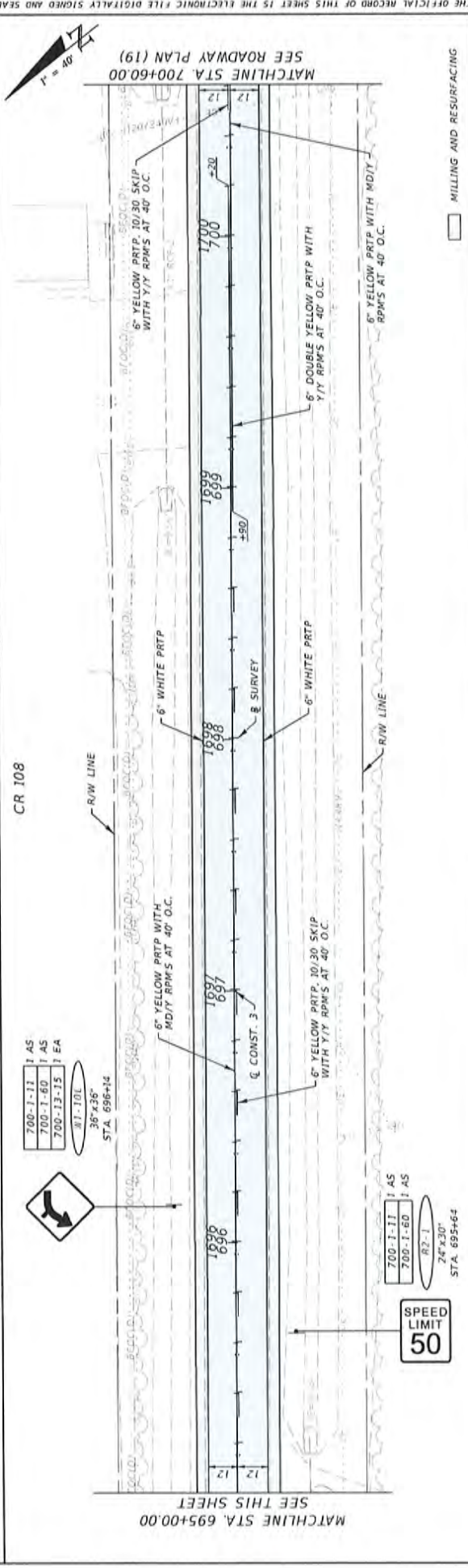
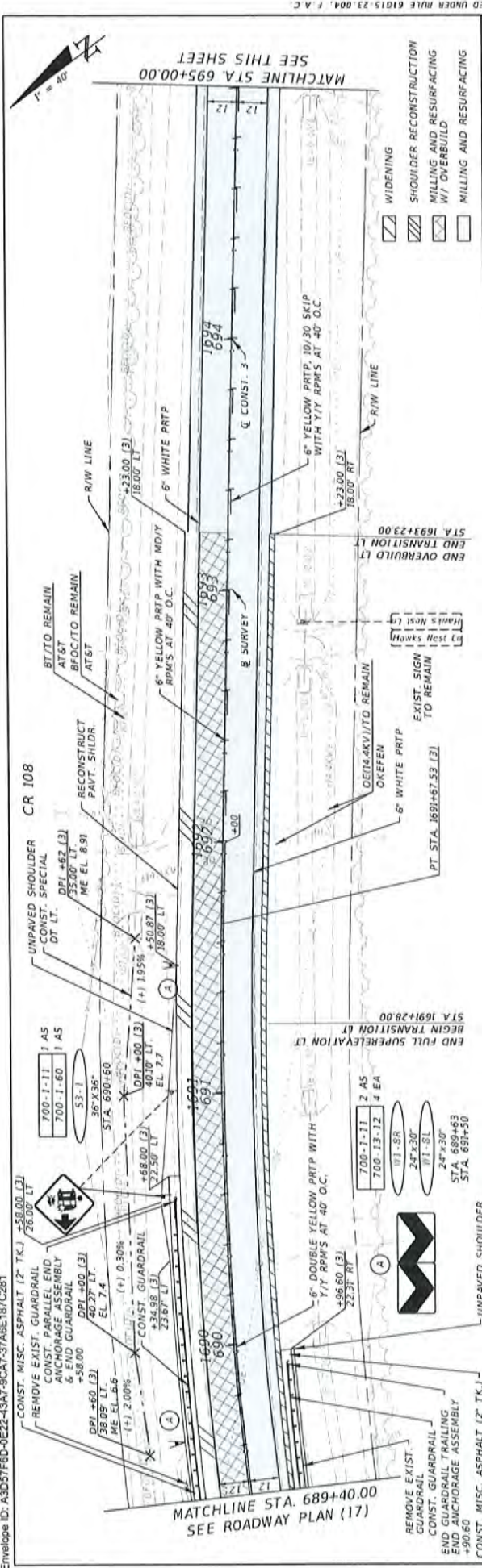
CR 108



REVISIONS				DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 8th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921			NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS			ROADWAY PLAN (16)	SHEET NO.
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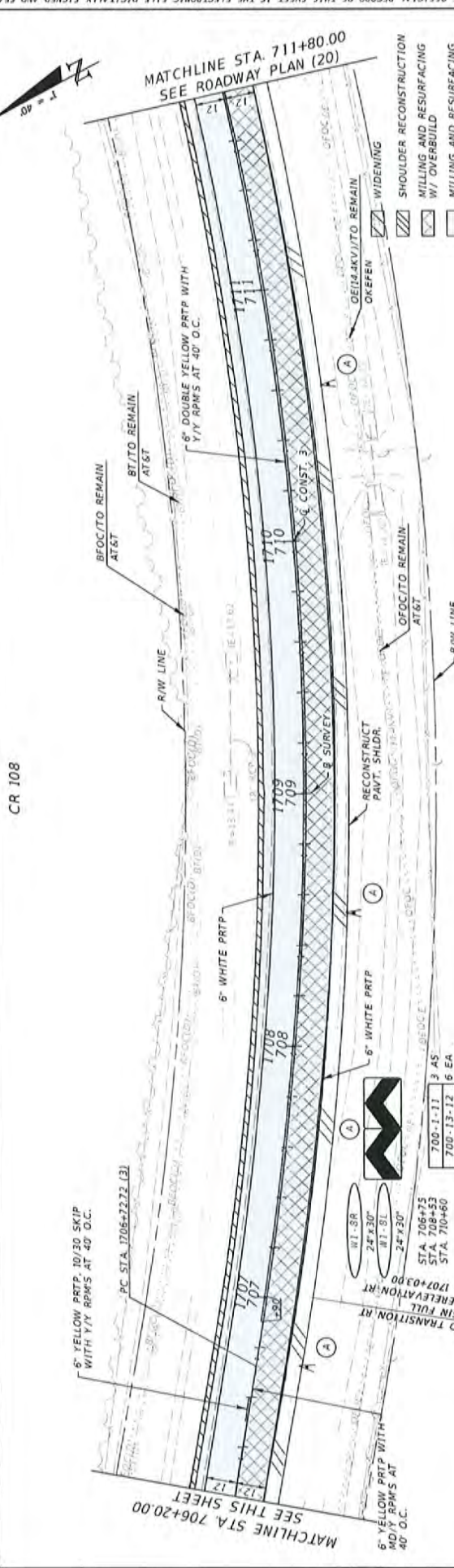


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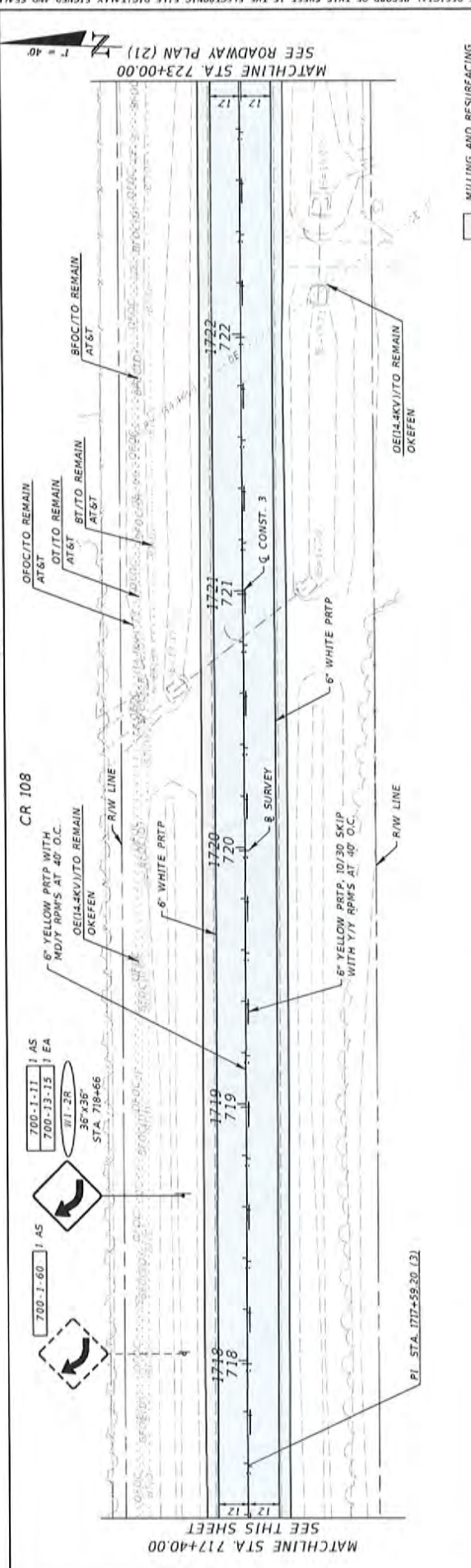
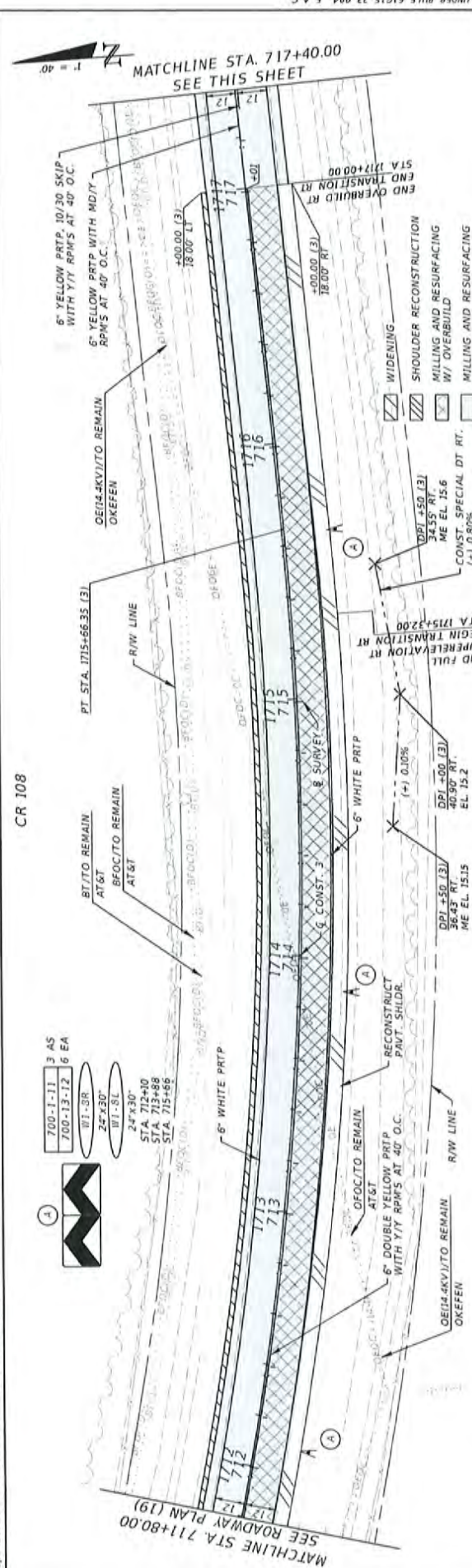


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				CR 108			
				ROADWAY PLAN (18)			
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

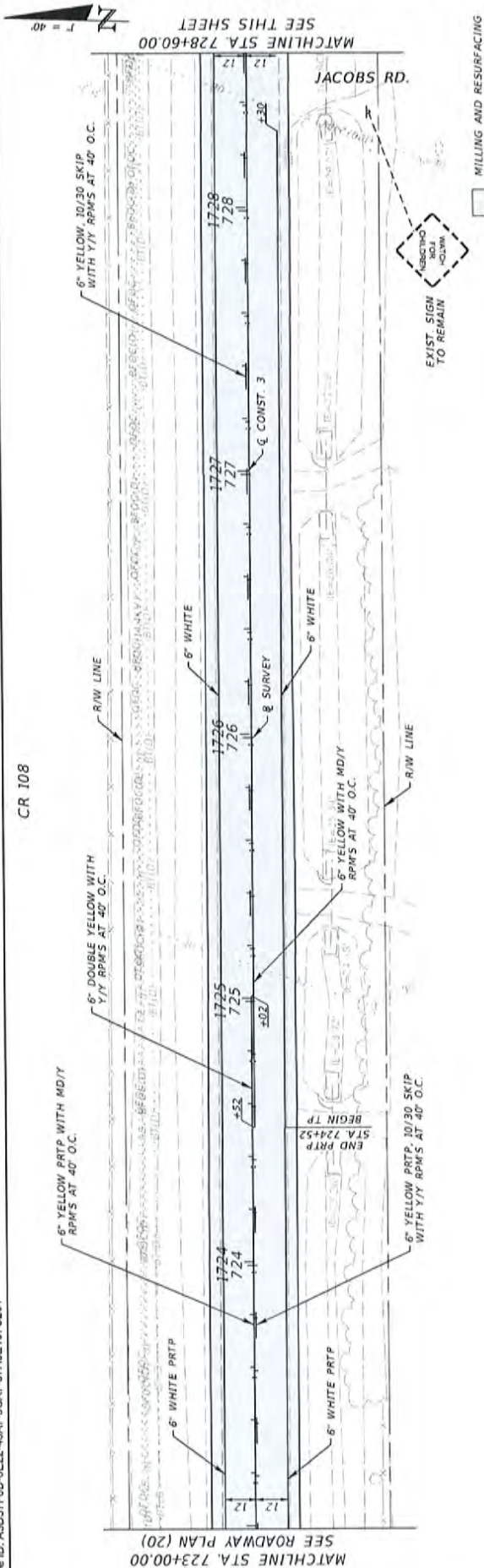


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ELEMENT ENGINEERING GROUP		1713 E. 9th AVENUE		BOARD OF COUNTY COMMISSIONERS	
TAMPA, FL 33605		ROAD NO.		COUNTY	
CERTIFICATE OF AUTHORIZATION NO. 26921		CR 108		NASSAU	
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SHEET NO. 29					

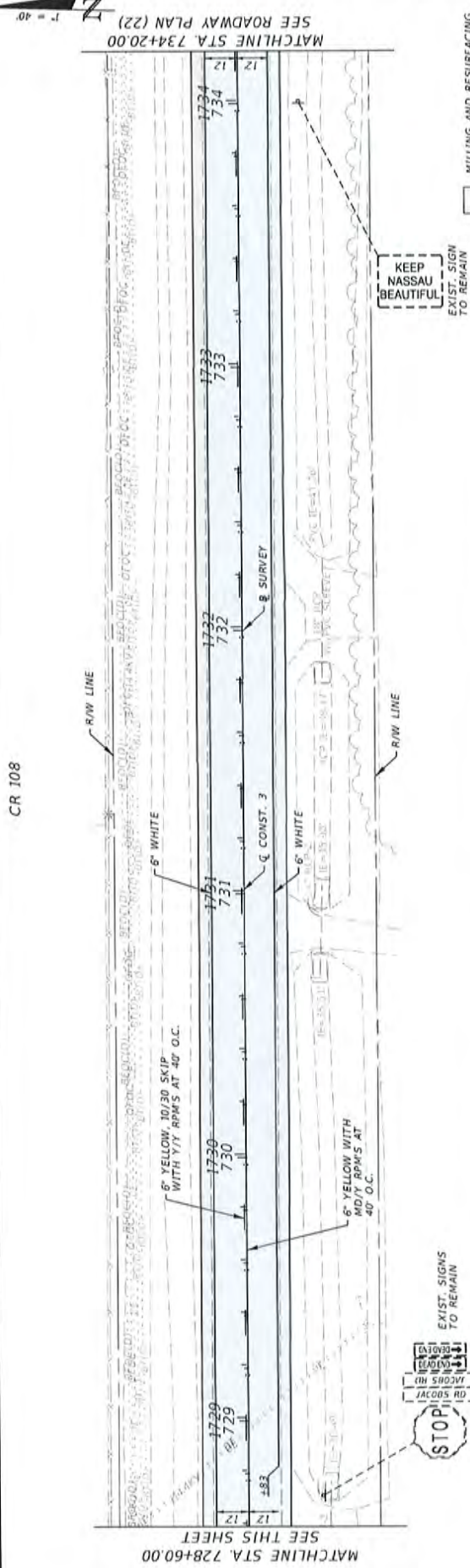


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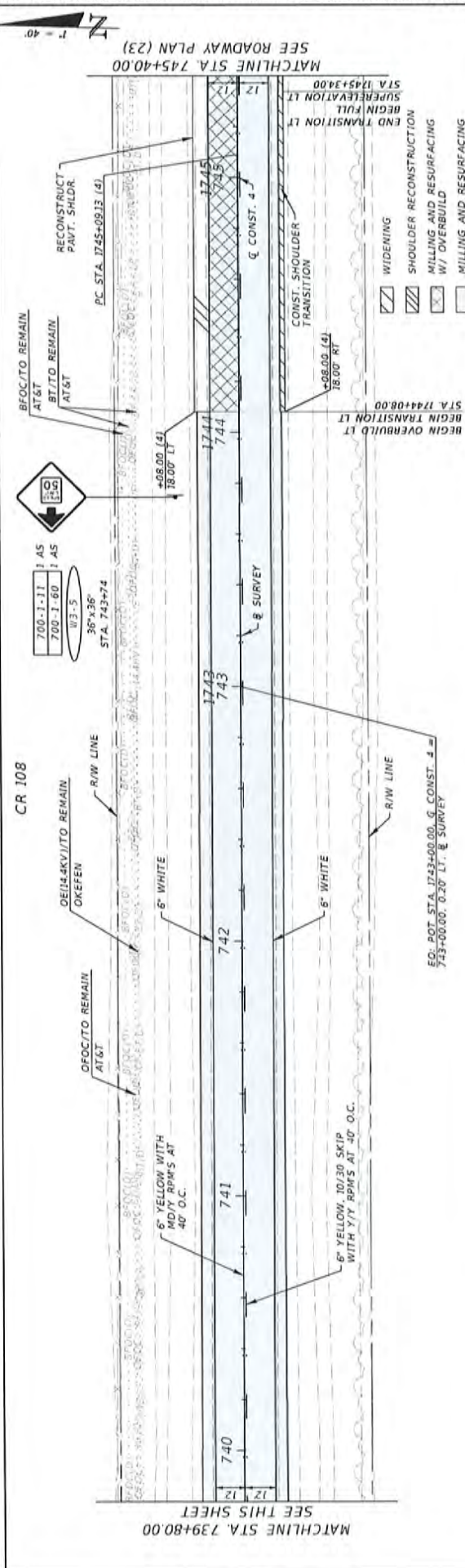
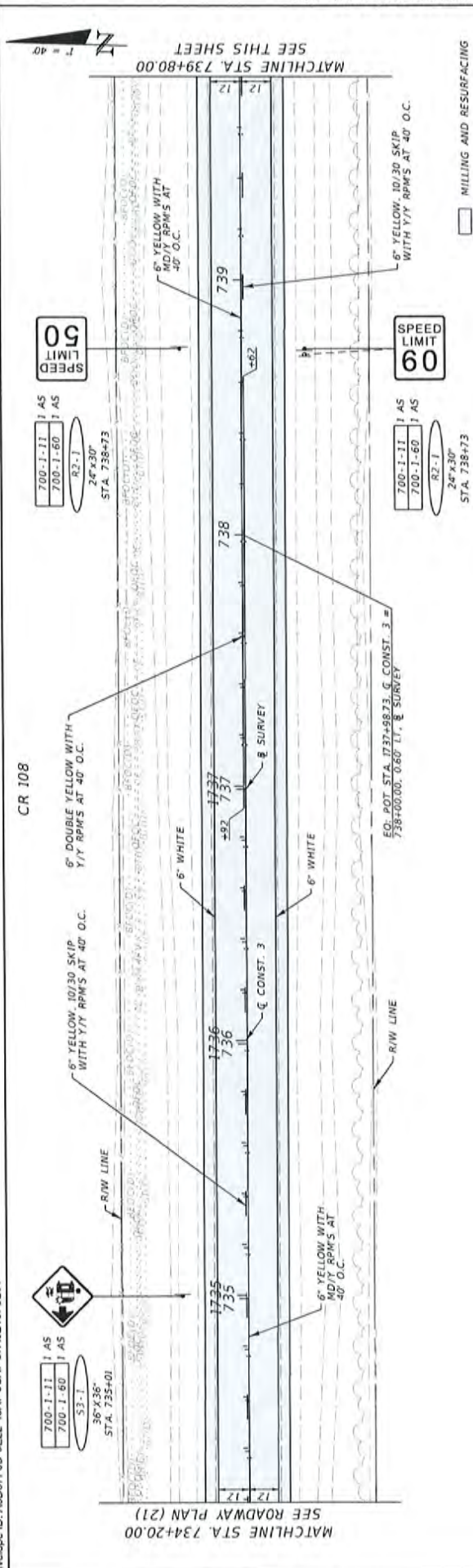
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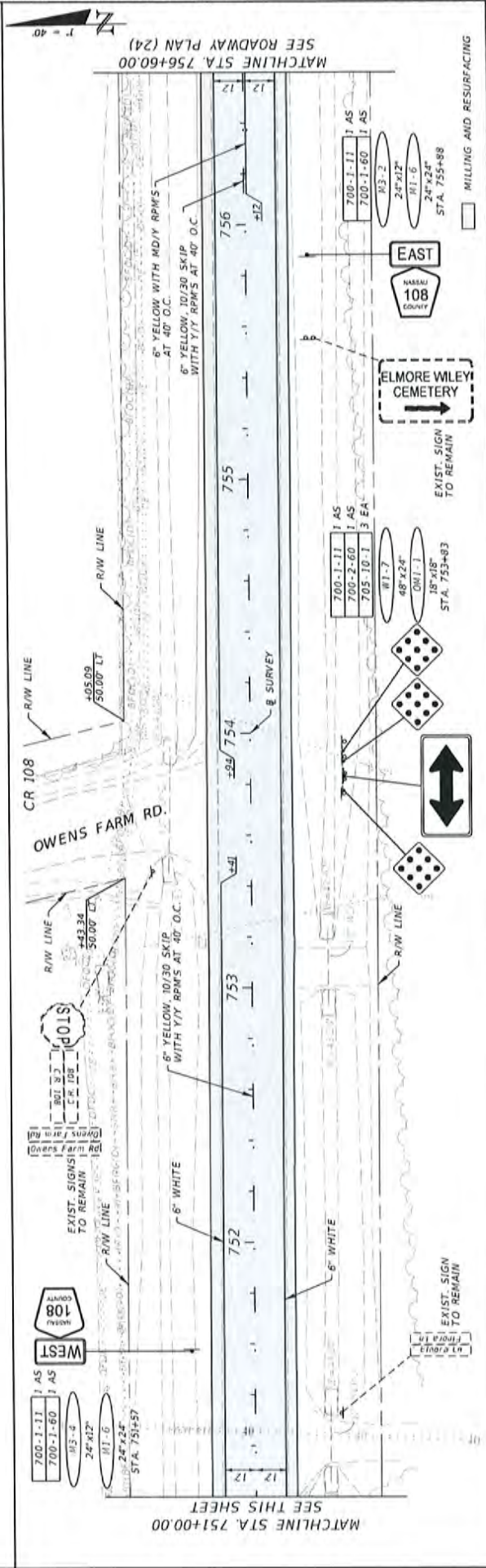
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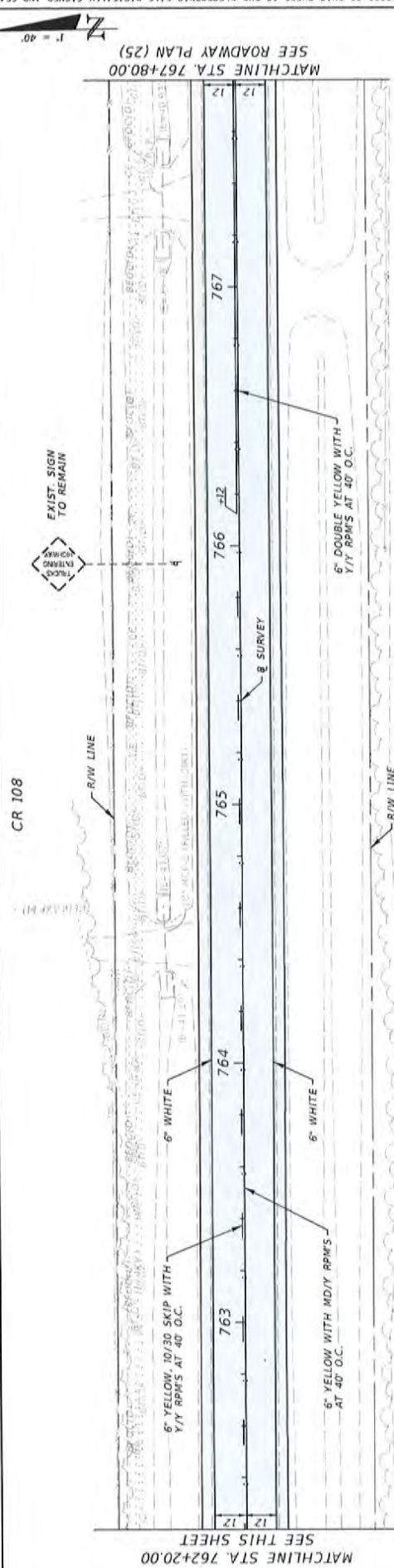
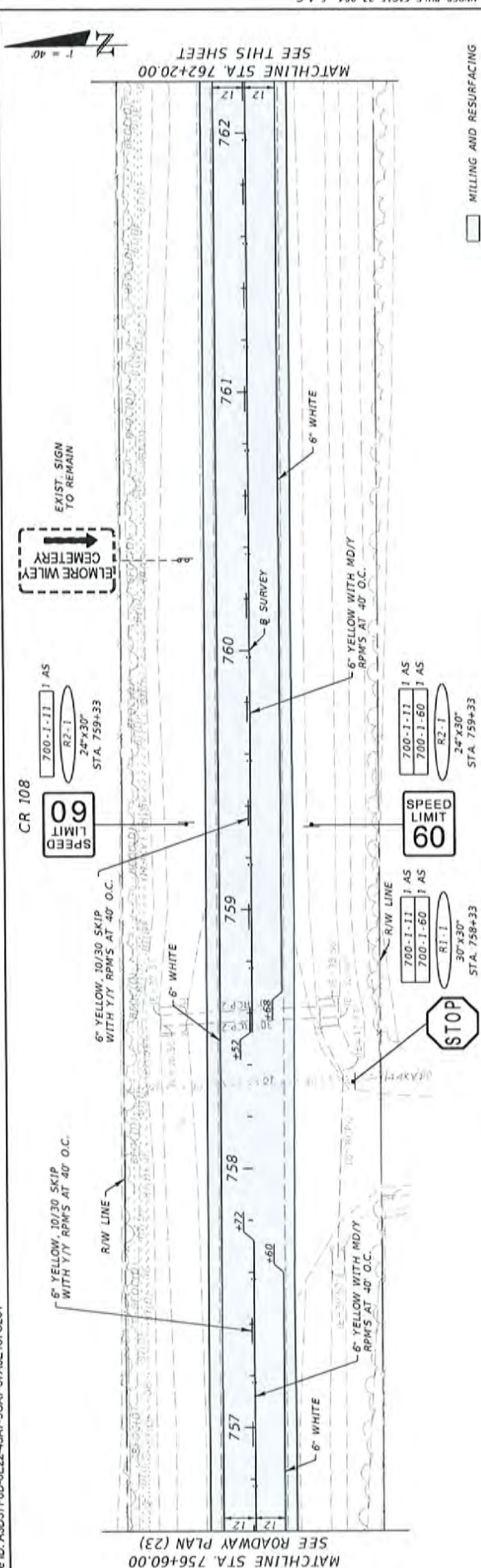
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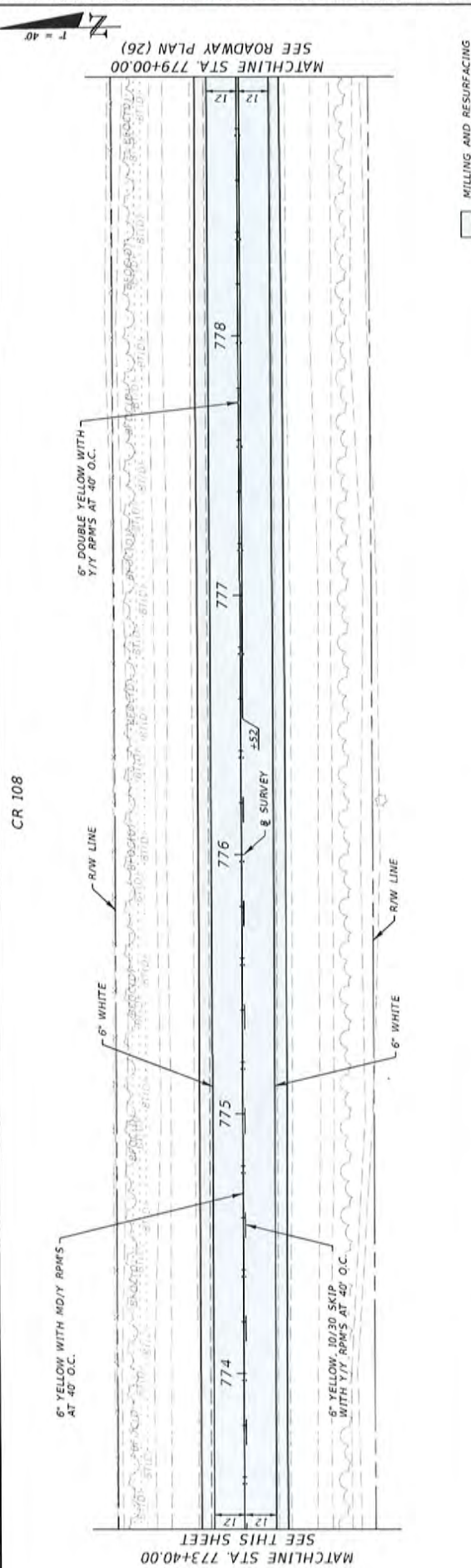
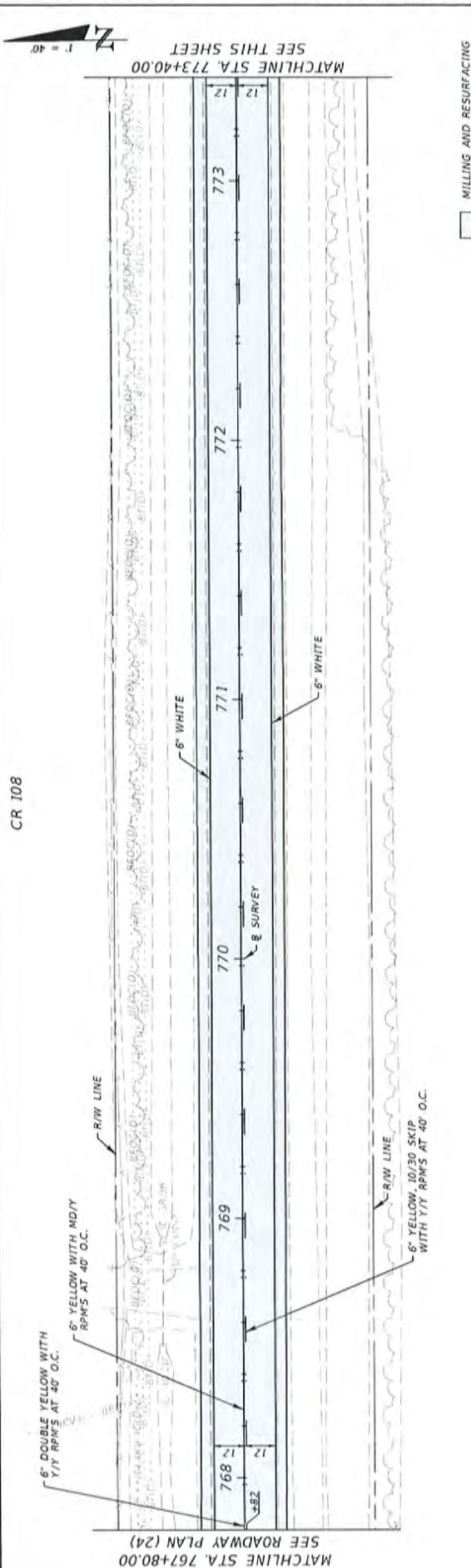


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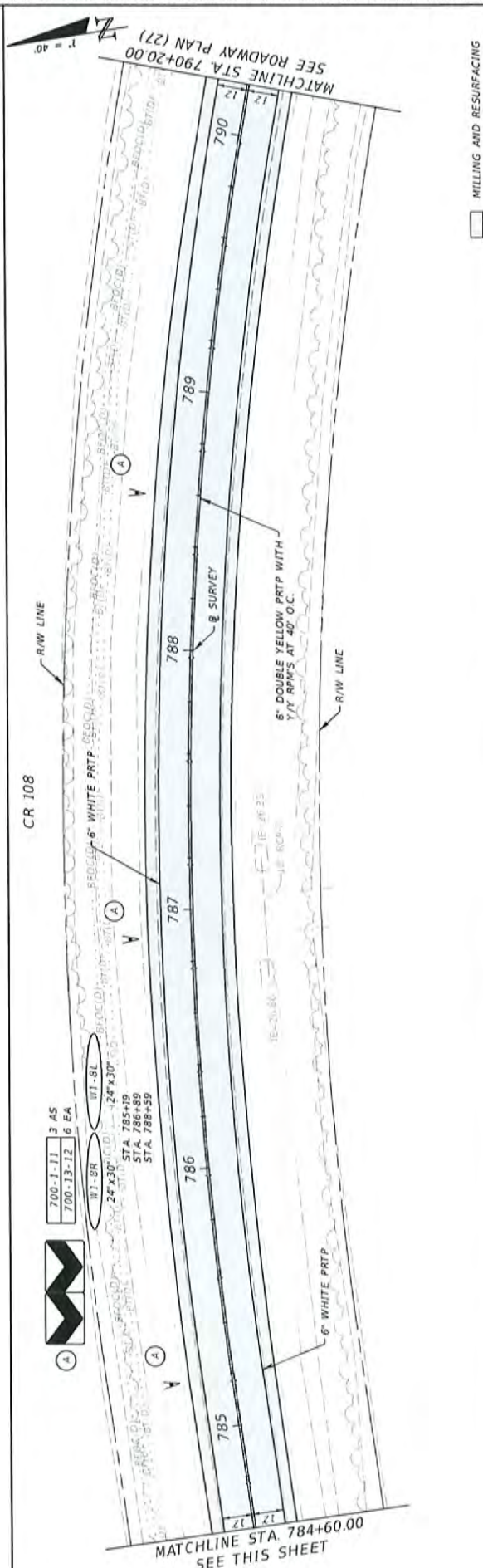
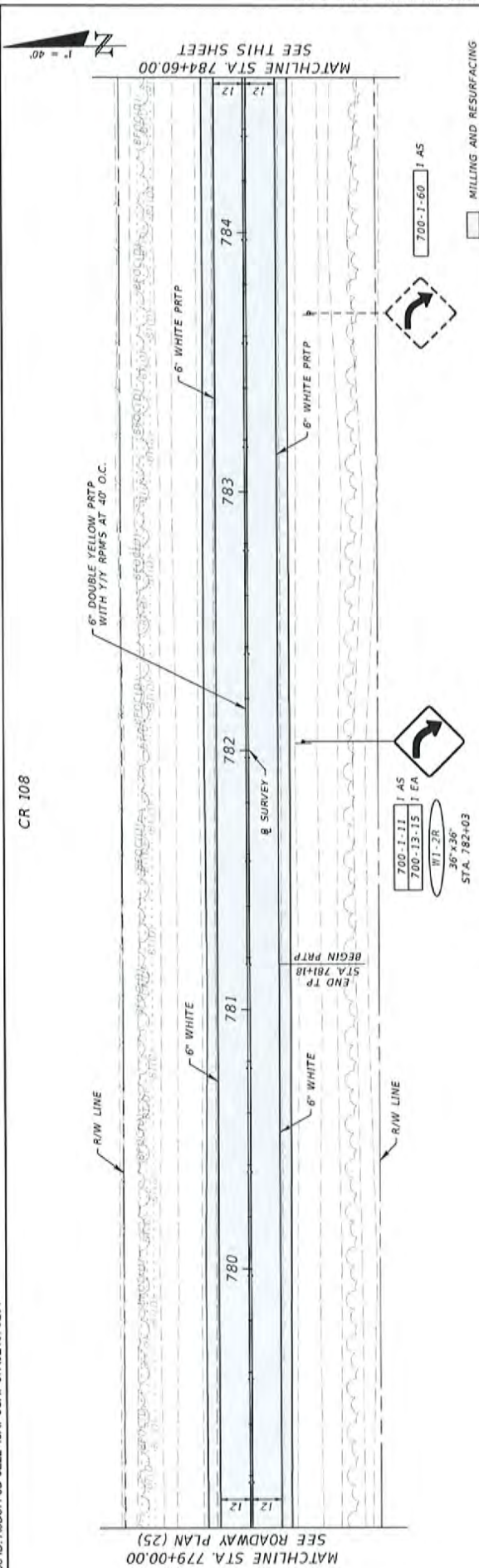


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DATE		DESCRIPTION		DATE		DESCRIPTION		ROAD NO.		COUNTY		FINANCIAL PROJECT ID		33					
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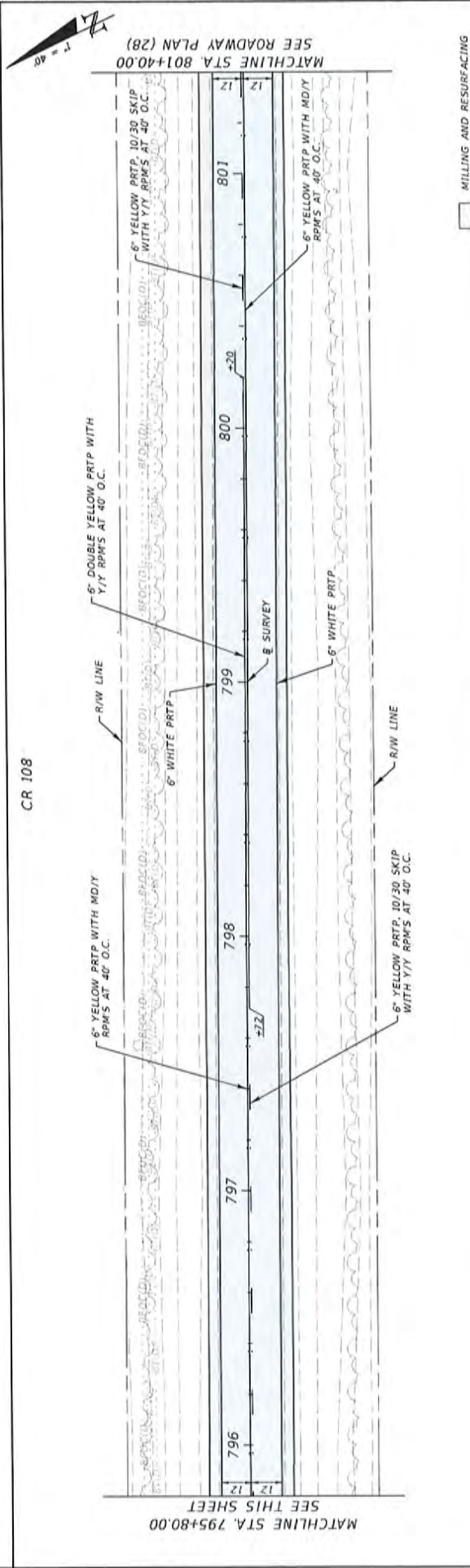
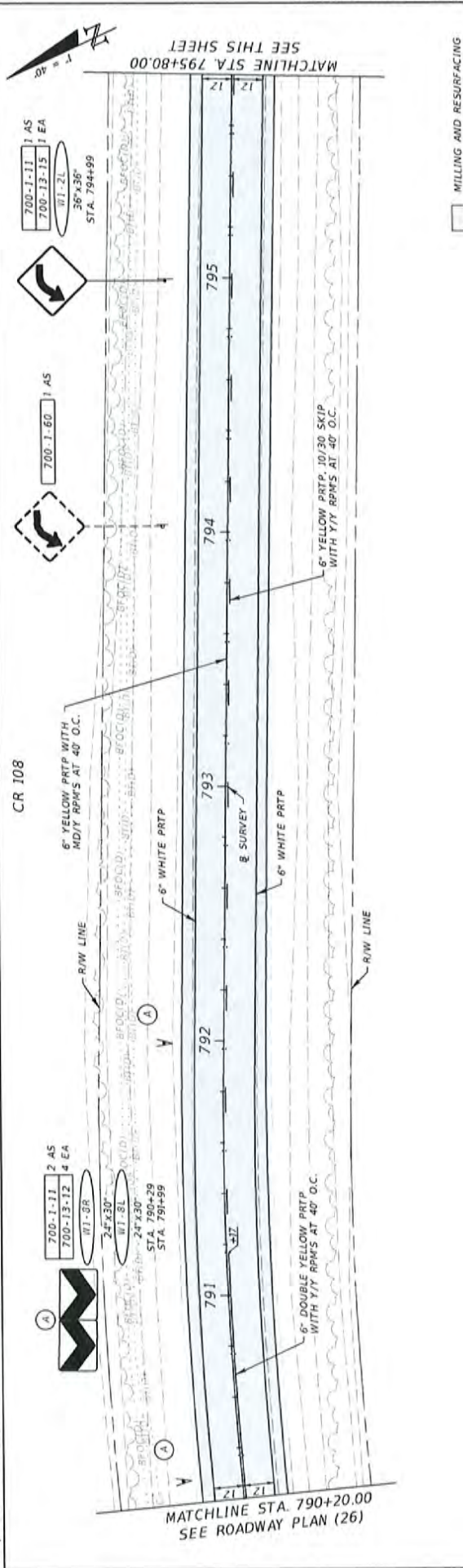
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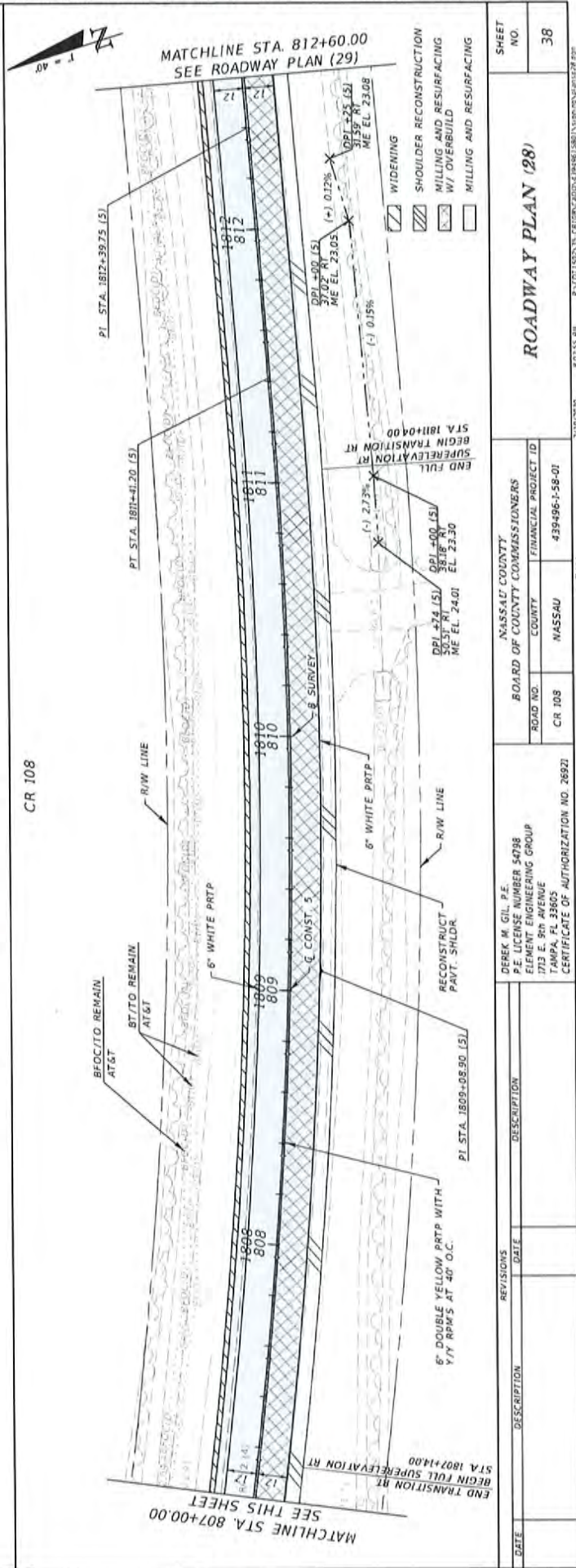
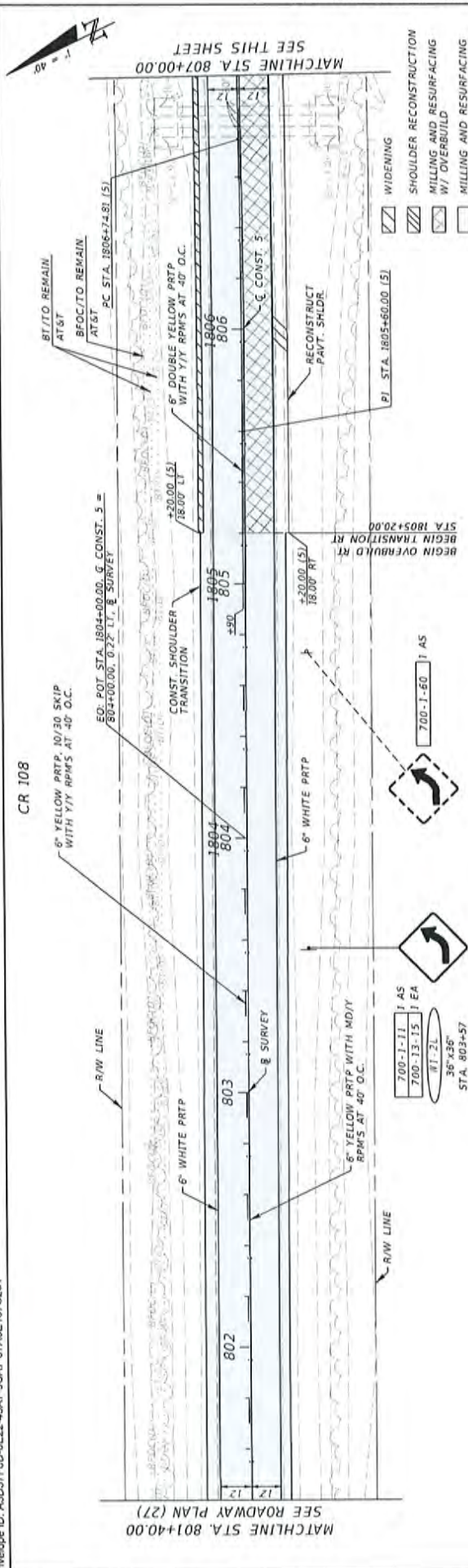
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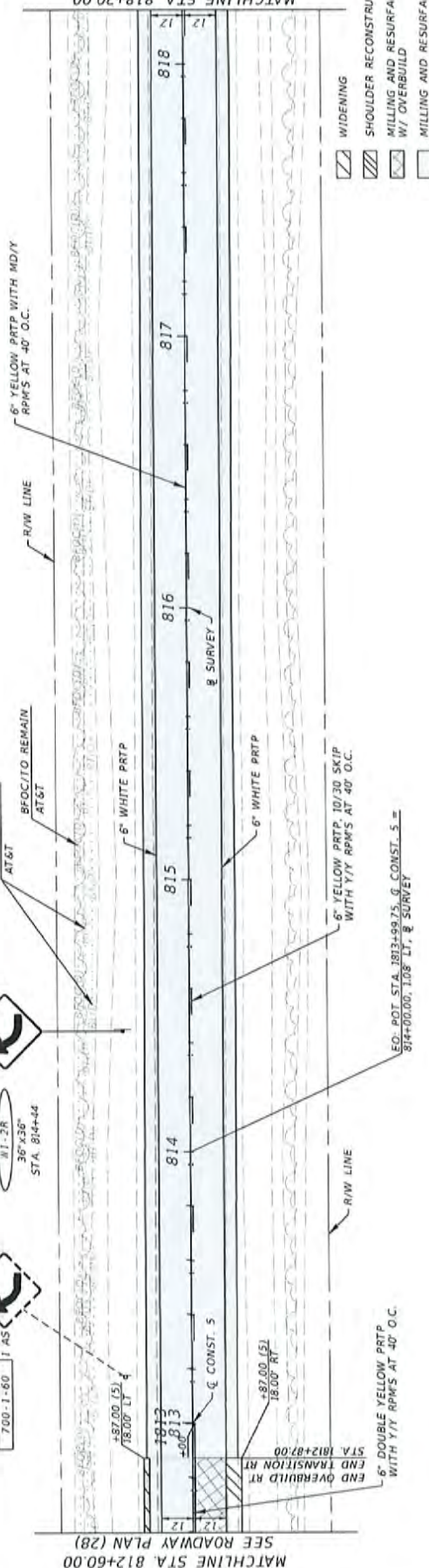
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DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
				CR 108	NASSAU		



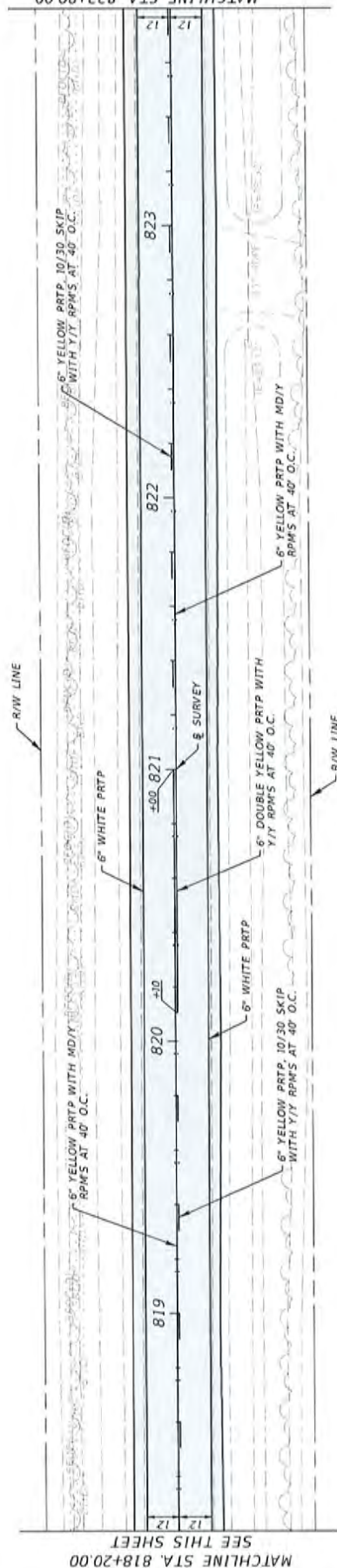
		REVISIONS		Derek M. Gil, P.E. P.E. License Number 54798 Element Engineering Group 1713 E. 9th Avenue Tampa, FL 33605 Certificate of Authorization No. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN (27)		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						CR 108	NASSAU	439496-158-01		37



CR 108



CR 108

☐ MILLING AND RESURFACING

REVISONS		DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54788 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26521		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN (29)	SHEET NO.
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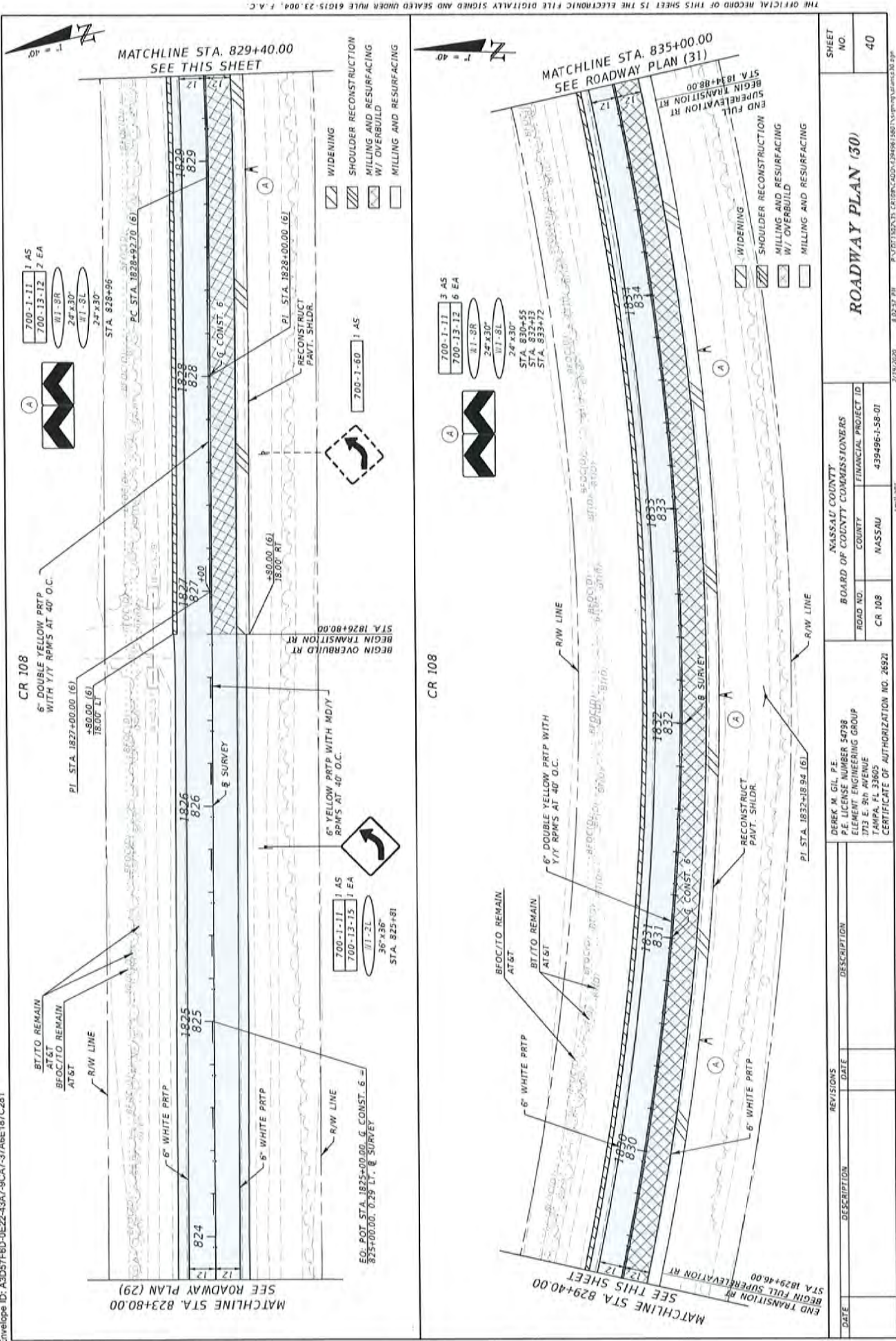
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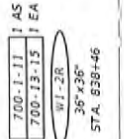
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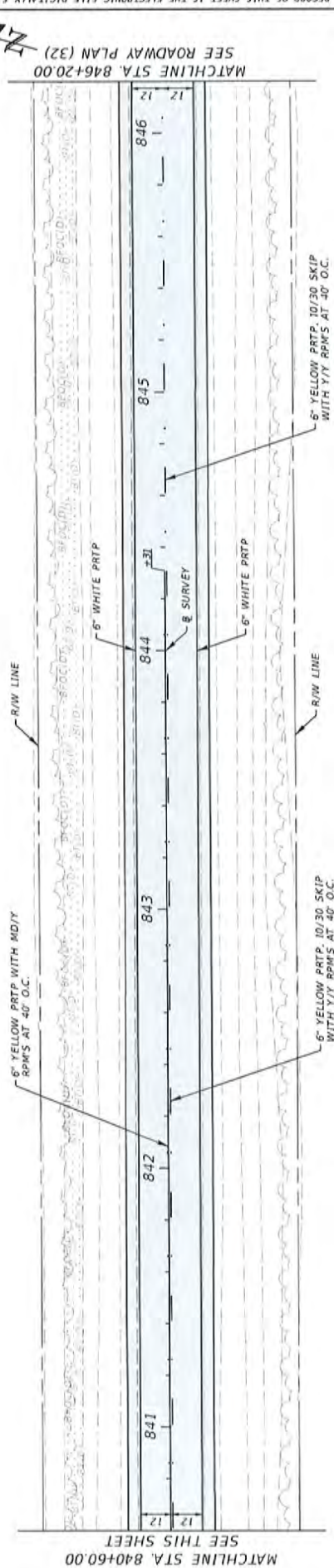
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REVISES		DESCRIPTION		DATE		DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN (30)		SHEET NO. 40	
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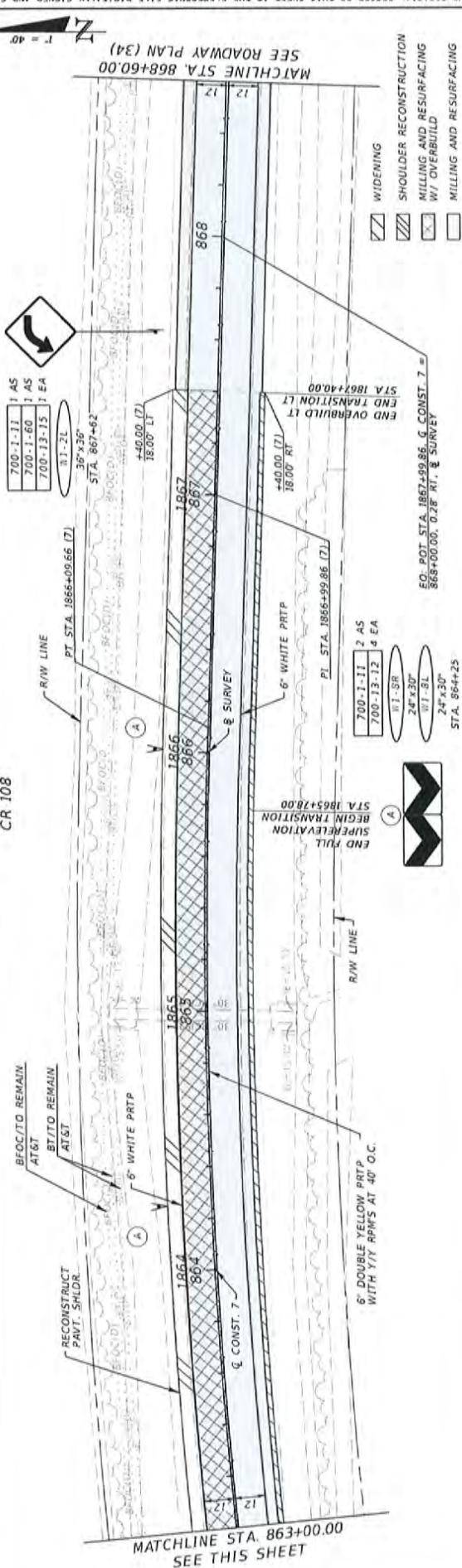
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MILLING AND RESURFACING

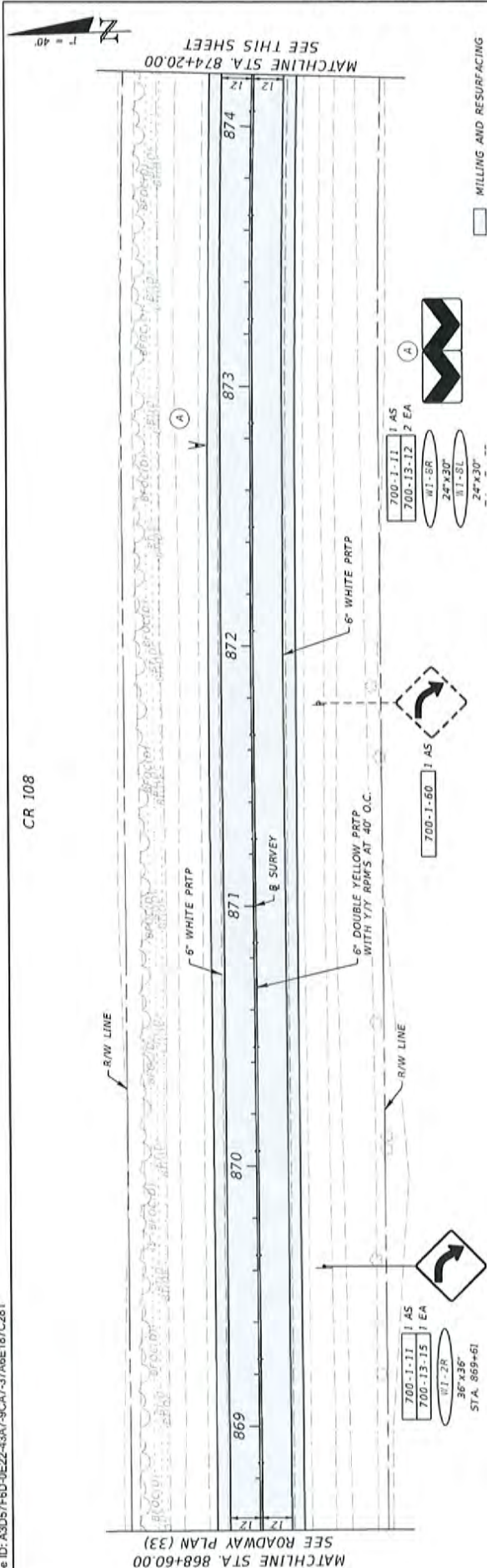
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DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
				CR 108	NASSAU		

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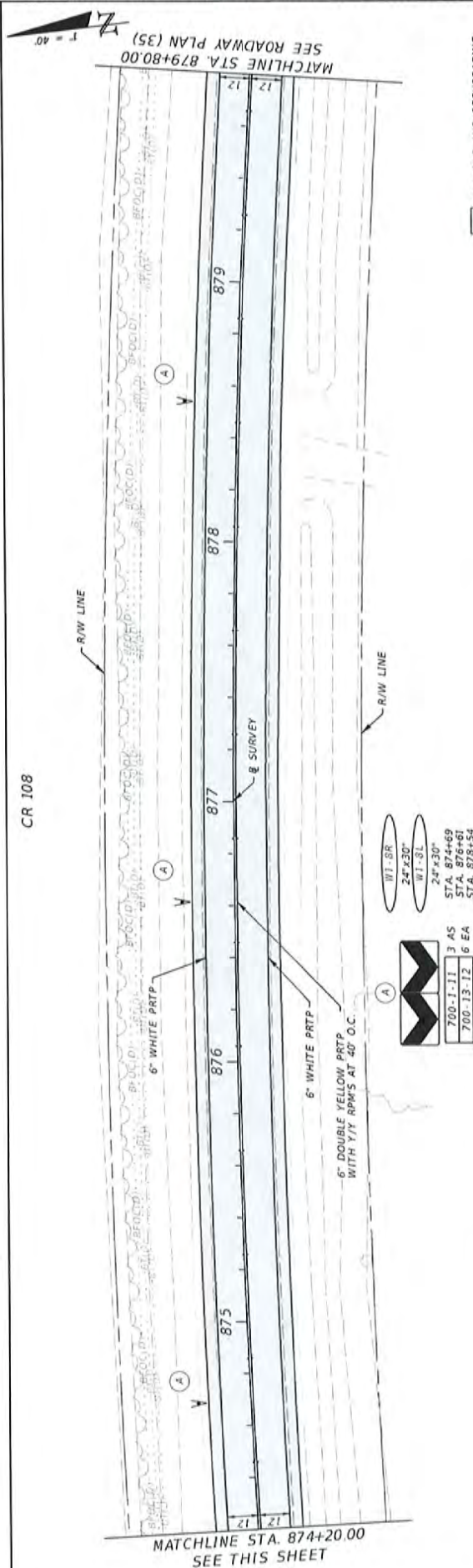


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DESCRIPTION		DATE		DESCRIPTION		ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
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CR 108



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REVISIONS		DESCRIPTION		DATE	
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921					
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS					
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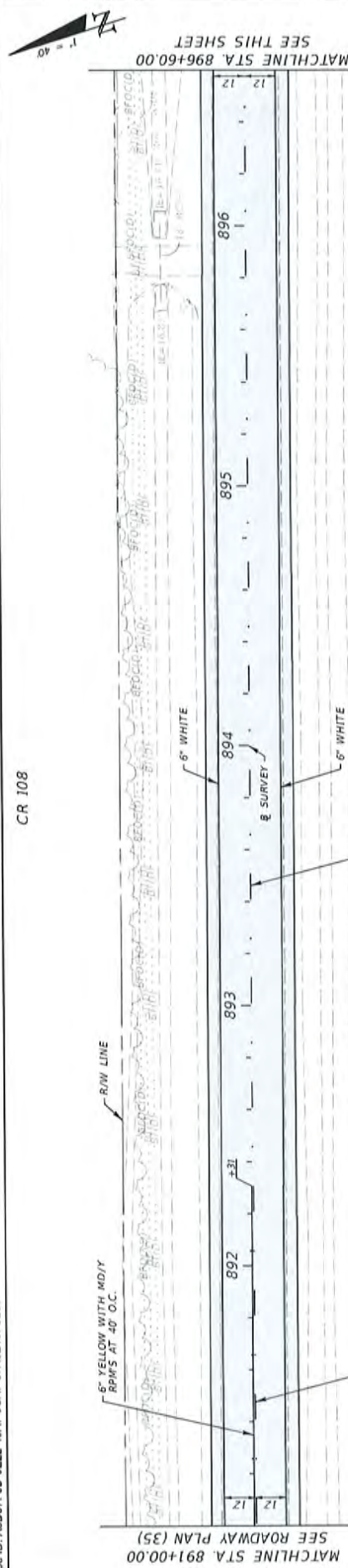


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DATE	DESCRIPTION

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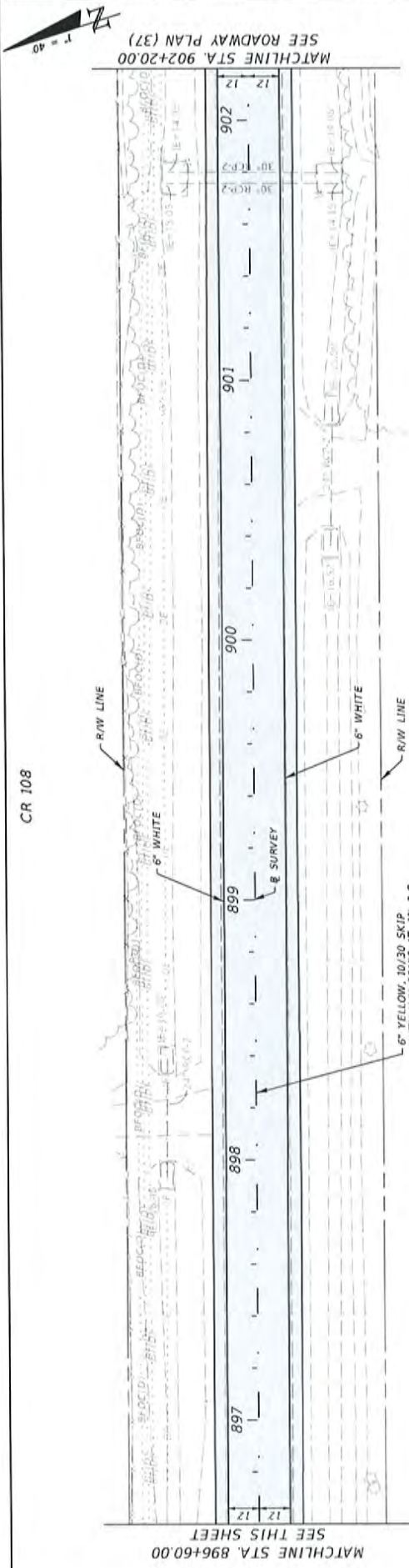
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CR 108



☐ MILLING AND RESURFACING

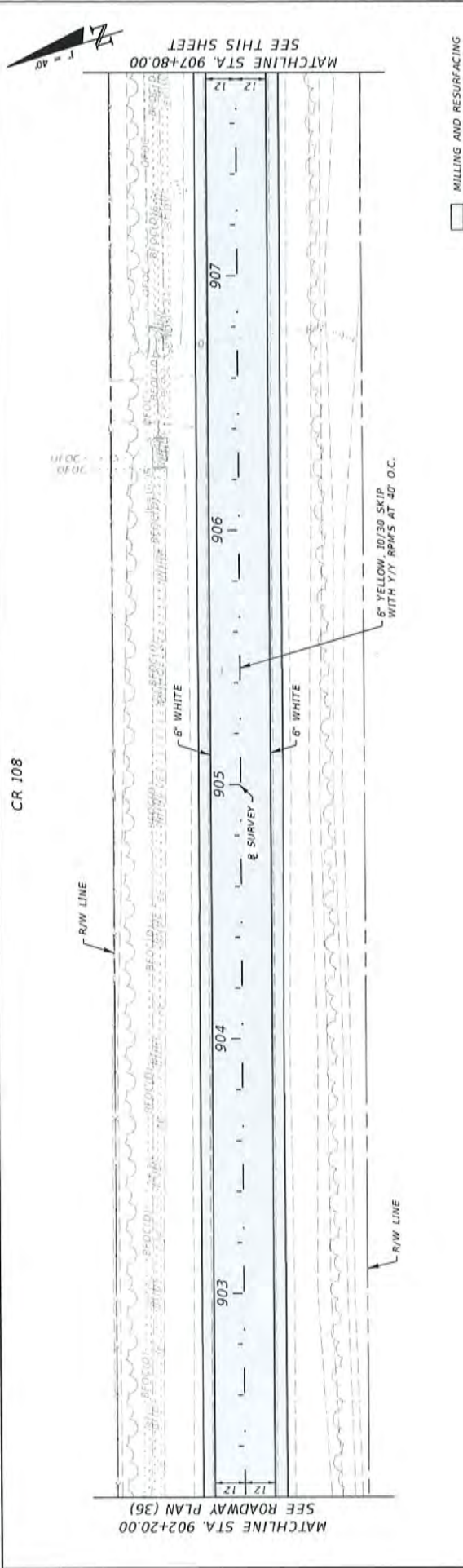
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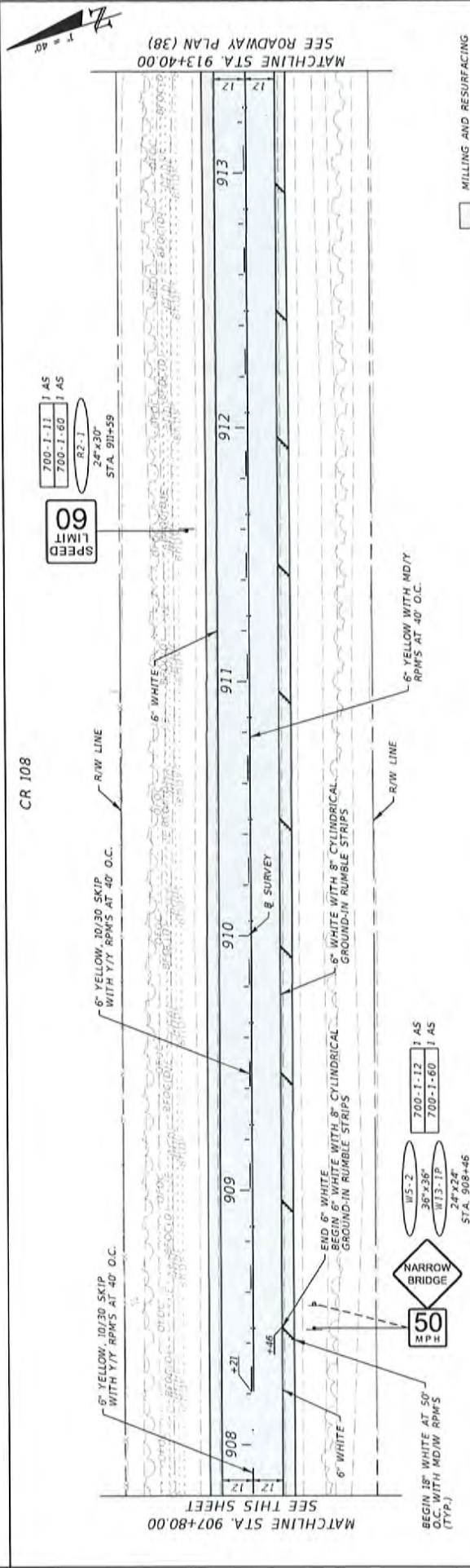
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DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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CR 108



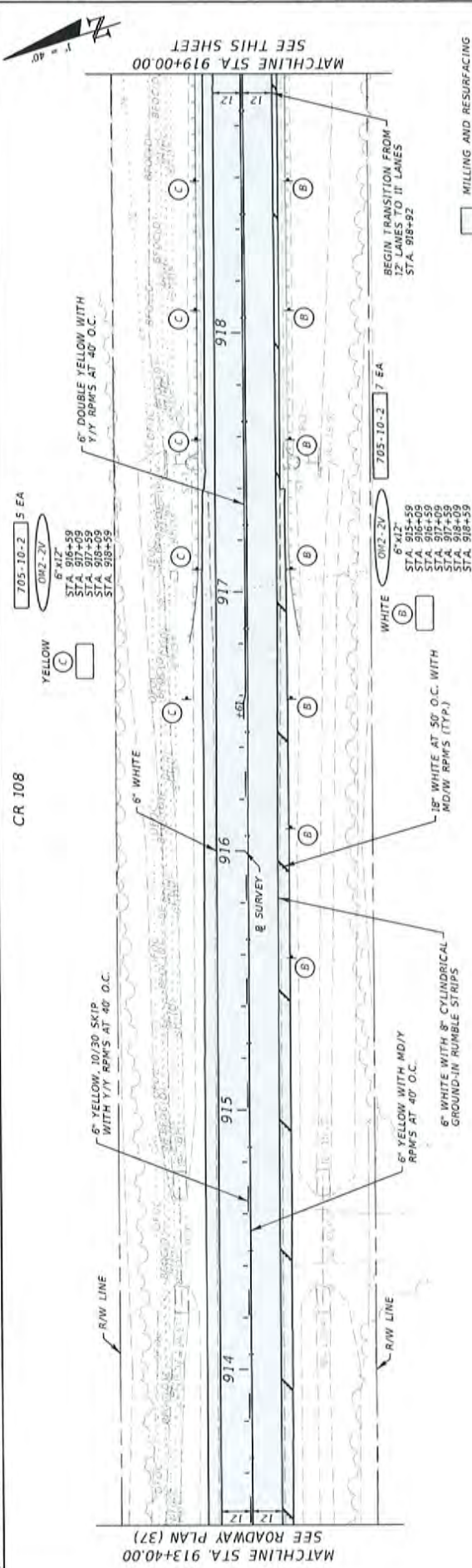
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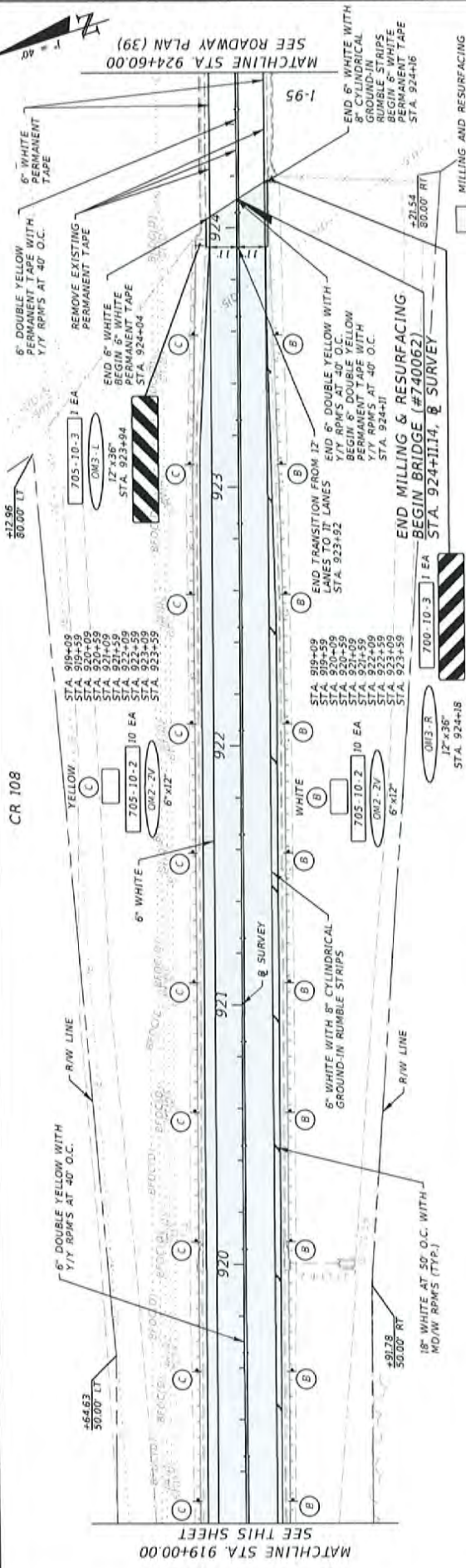
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DATE	DESCRIPTION	DATE	DESCRIPTION

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CR 108



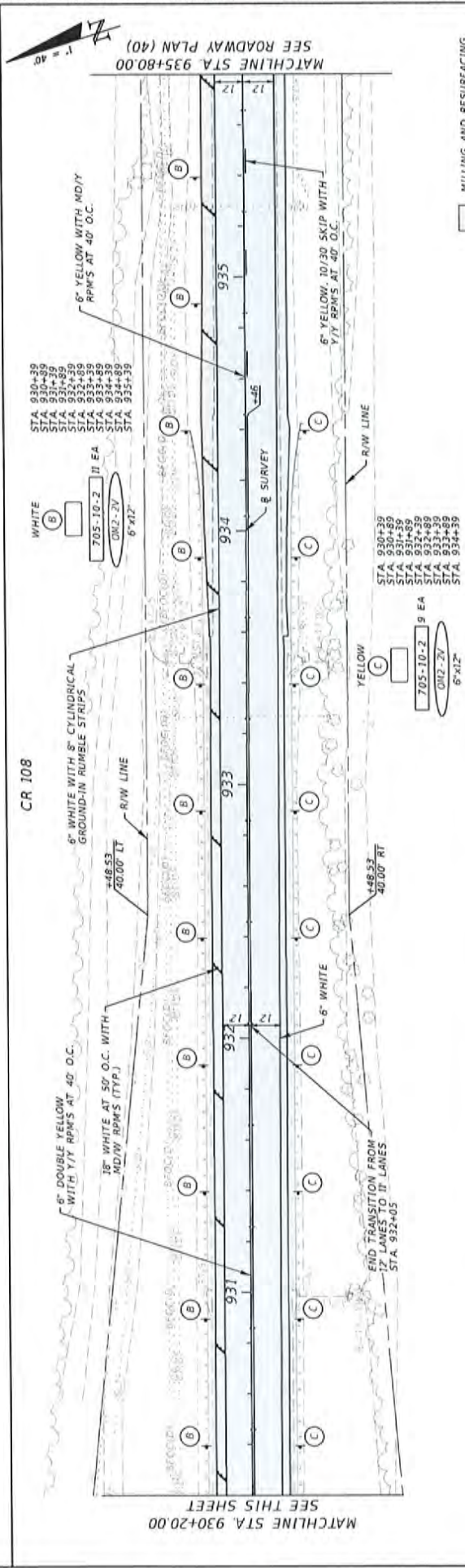
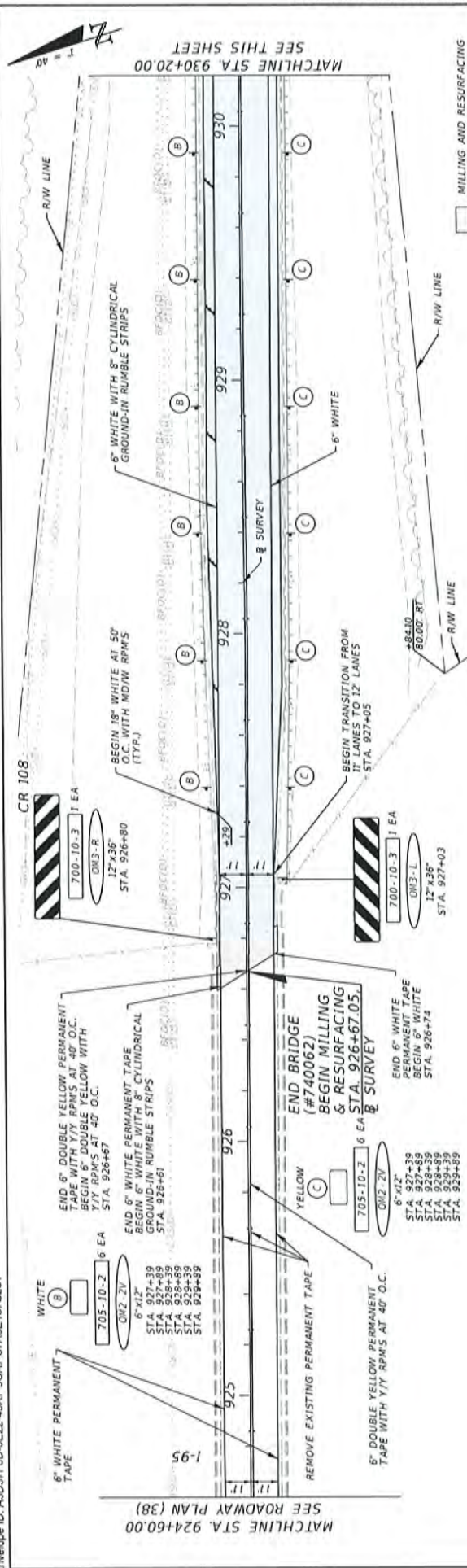
CR 108



REVISIONS		DESCRIPTION	
DATE		DESCRIPTION	
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COUNTY NASSAU		SHEET NO. 48	

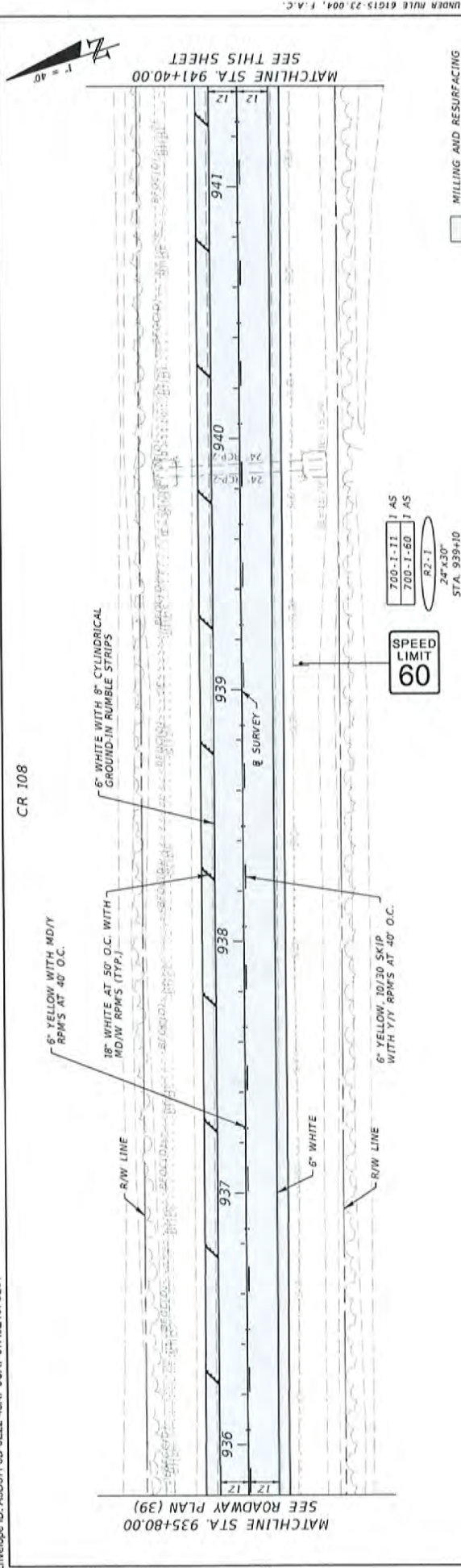
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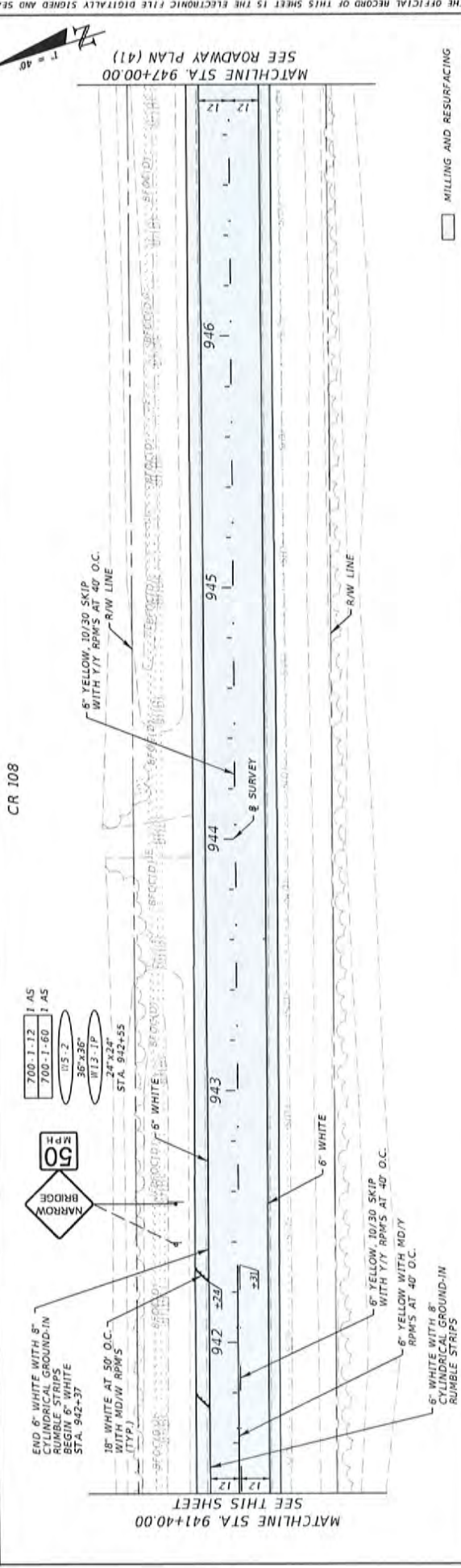


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CR 108



CR 108

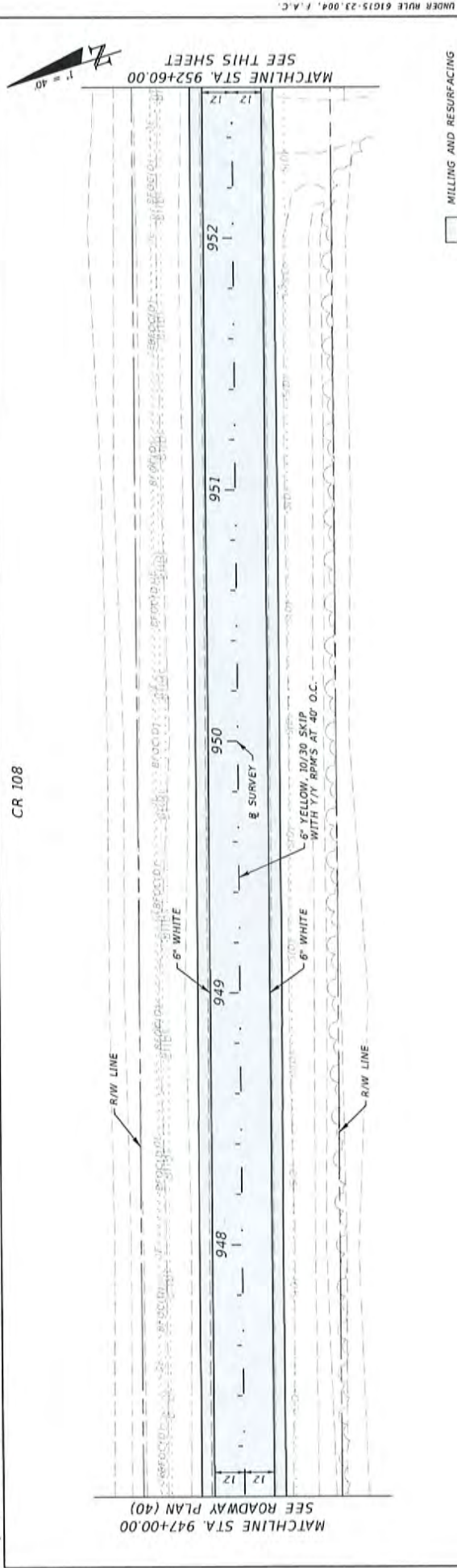


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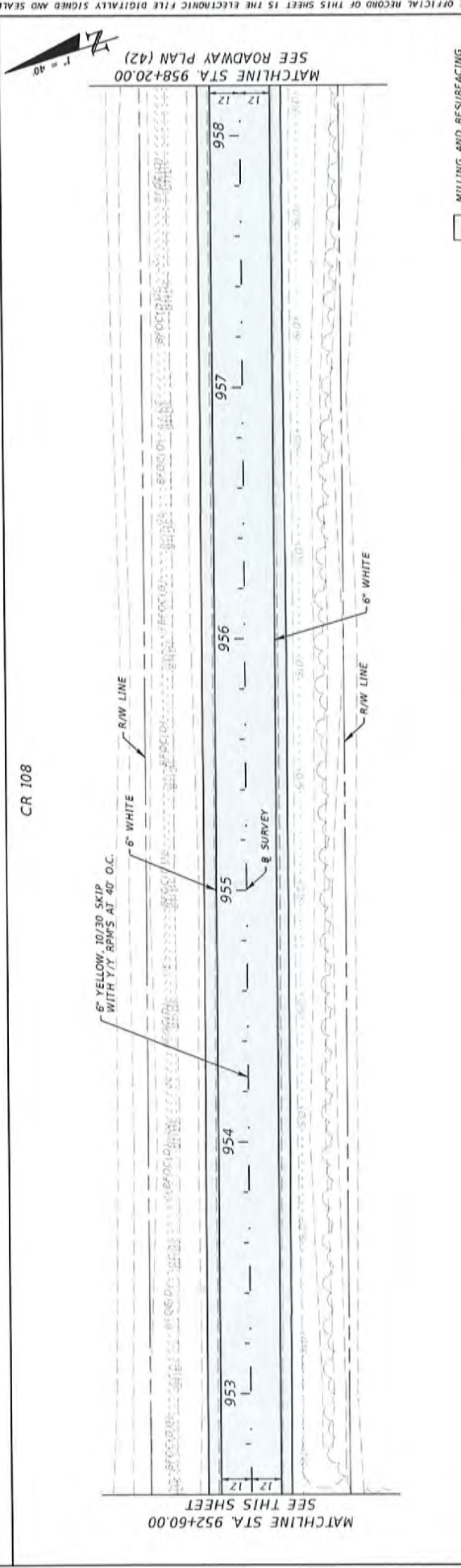
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CR 108



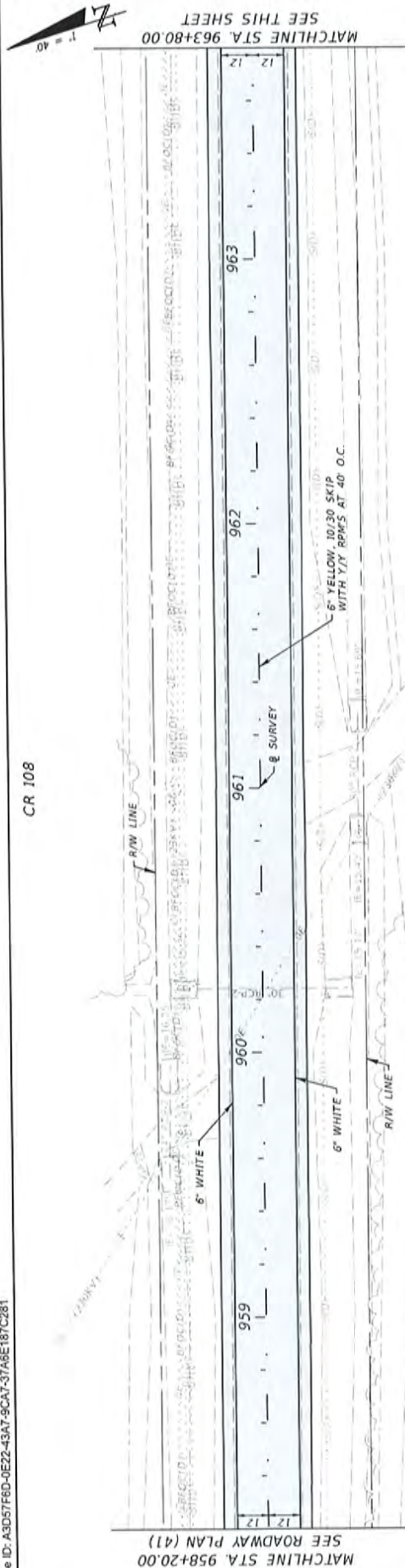
CR 108



REVISIONS		DEREK M. GIL, P.E.		NASSAU COUNTY		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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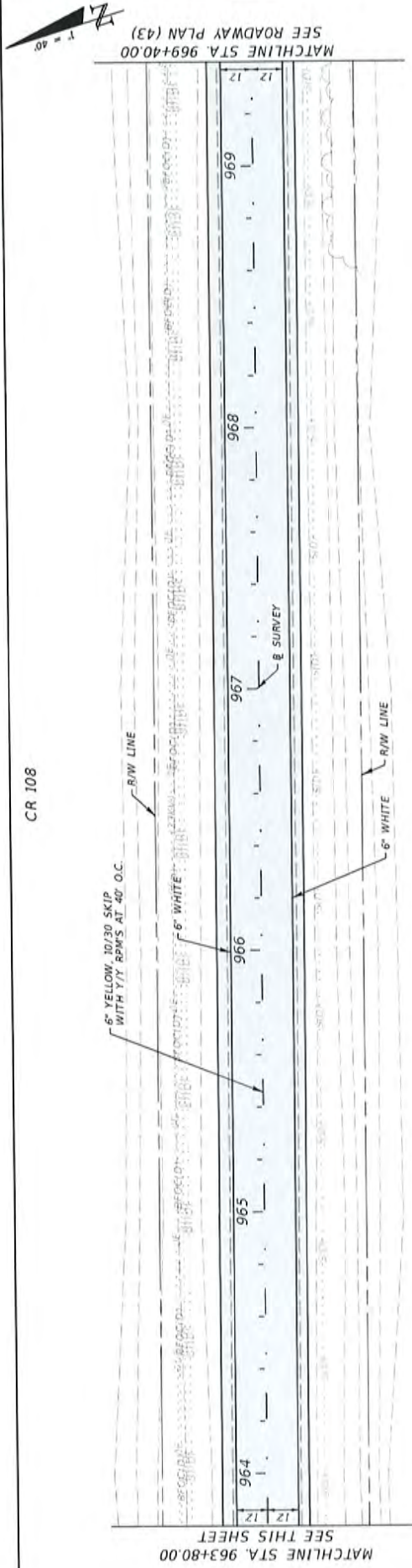
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CR 108



☐ MILLING AND RESURFACING

CR 108



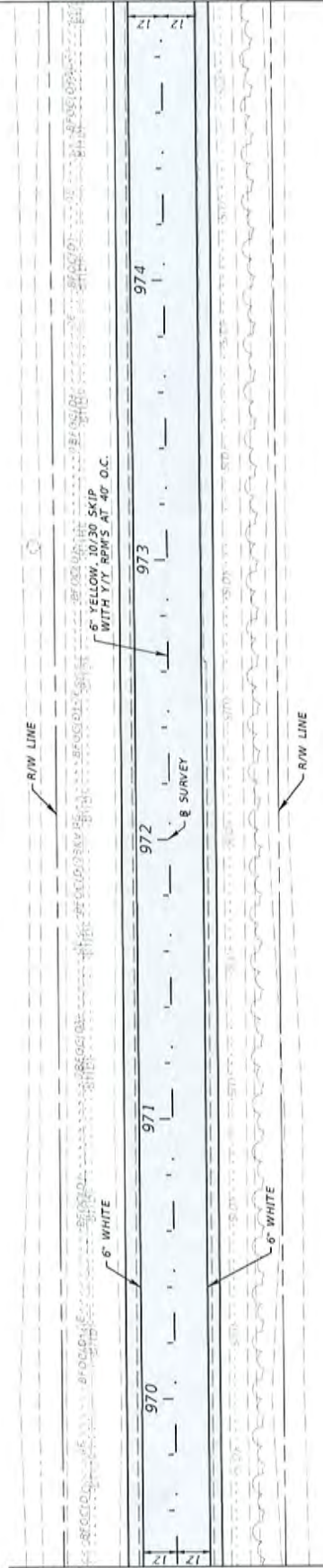
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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54788 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921	ROAD NO. CR 108	COUNTY NASSAU	FINANCIAL PROJECT ID 439496-1-58-01	BOARD OF COUNTY COMMISSIONERS	ROADWAY PLAN (42)	SHEET NO. 52

CR 108



MATCHLINE STA. 969+40.00
SEE ROADWAY PLAN (42)

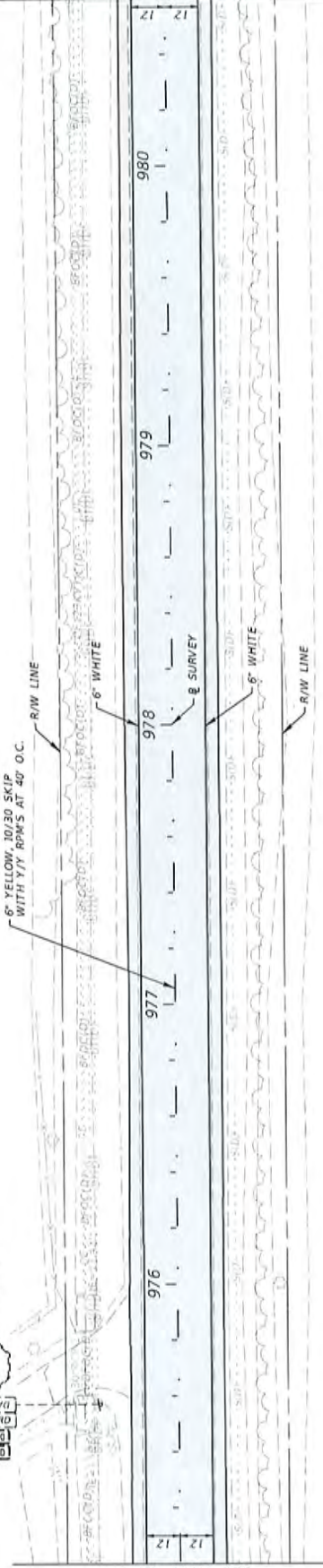


☐ MILLING AND RESURFACING

CR 108



MATCHLINE STA. 975+00.00
SEE THIS SHEET



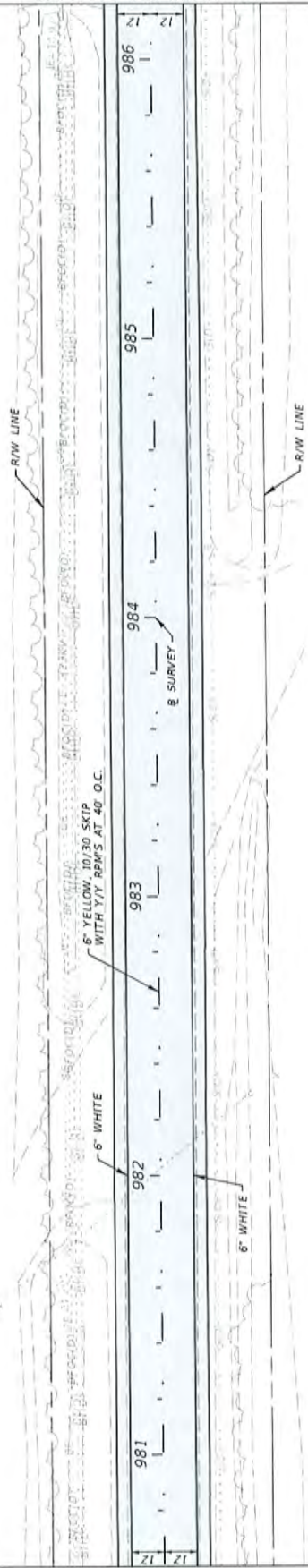
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DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54738 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN (43)		SHEET NO. 53	
REVISIONS		ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
DATE	DESCRIPTION	DATE	DESCRIPTION	CR 108	NASSAU	439496-1-58-01	

CR 108



MATCHLINE STA. 986+60.00
SEE ROADWAY PLAN (43)

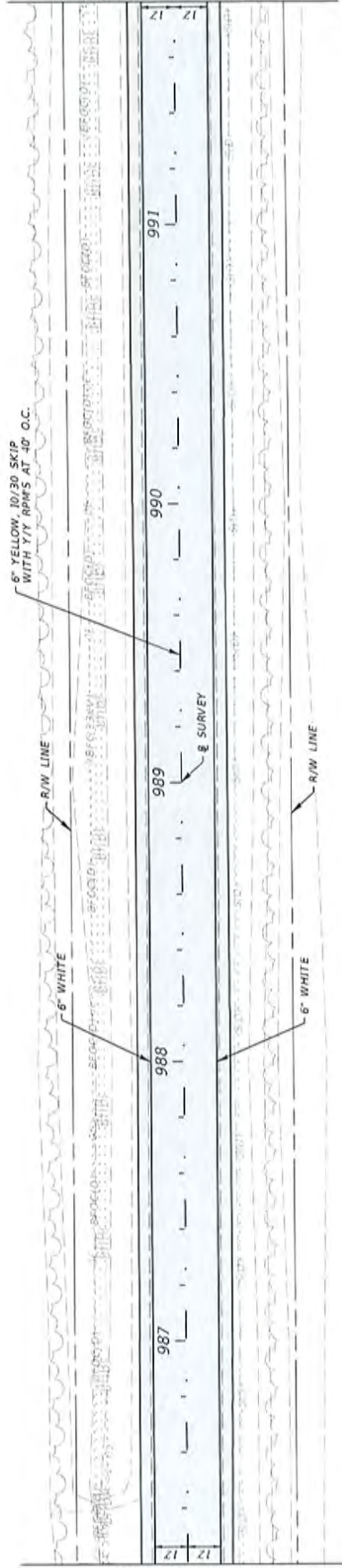


☐ MILLING AND RESURFACING

CR 108



MATCHLINE STA. 986+20.00
SEE THIS SHEET



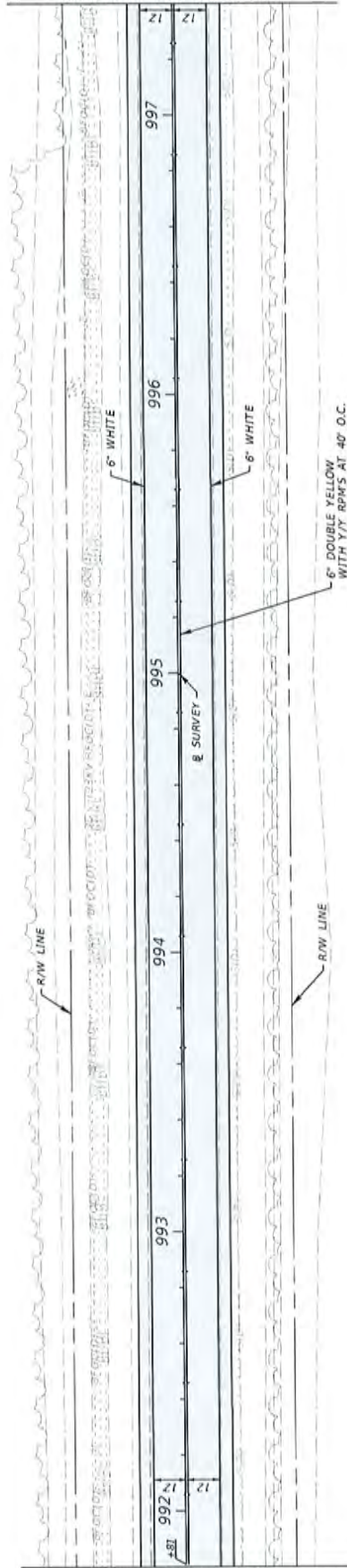
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REVISIONS		DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921	NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY FINANCIAL PROJECT ID CR 108 NASSAU 439496-1-58-01	ROADWAY PLAN (44)		SHEET NO. 54
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID

CR 108



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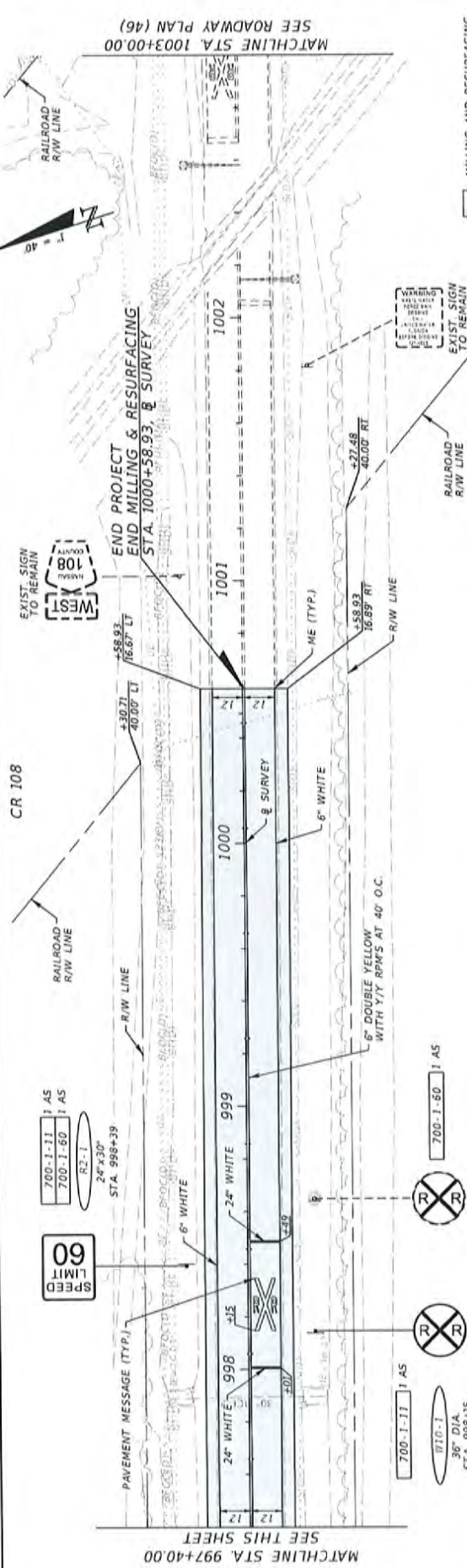


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MATCHLINE STA. 997+40.00

□ MILLING AND RESURFACING

CR 108



MATCHLINE STA. 1003+00.00
SEE ROADWAY PLAN (46)

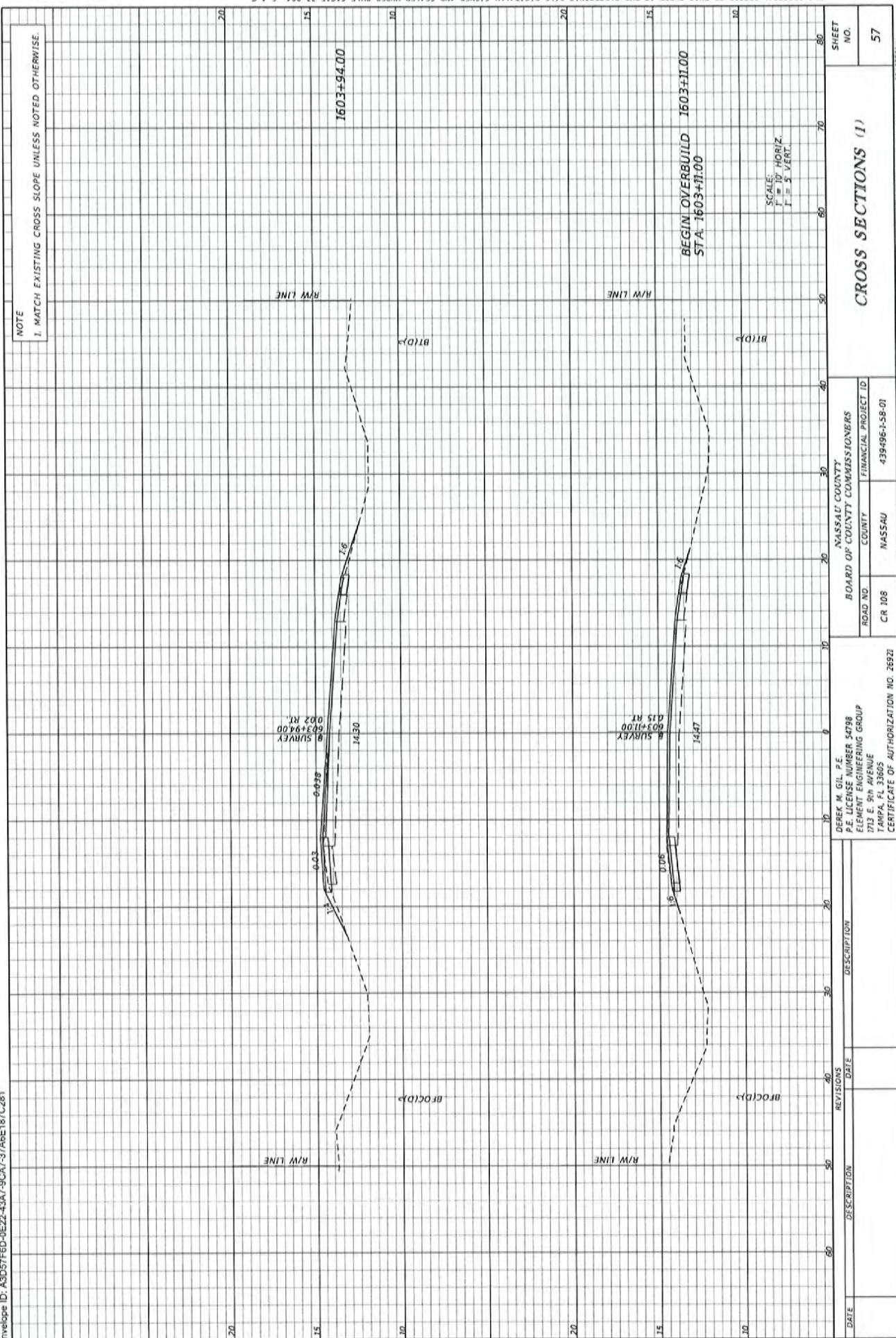
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REVISIONS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN (45)		SHEET NO.	
DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
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REVISIONS		DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54788 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33603 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN (46)		SHEET NO. 56	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				CR 108	NASSAU	439496-1-58-01			





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DEREK M. GIL, P.E.
P.E. LICENSE NUMBER 54798
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605
CERTIFICATE OF AUTHORIZATION NO. 26921

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		
ROAD NO.	COUNTY	FINANCIAL PROJECT
CR 108	NASSAU	439496-1-58-0

MISSIONERS
FINANCIAL PROJECT ID
439496-1-58-01

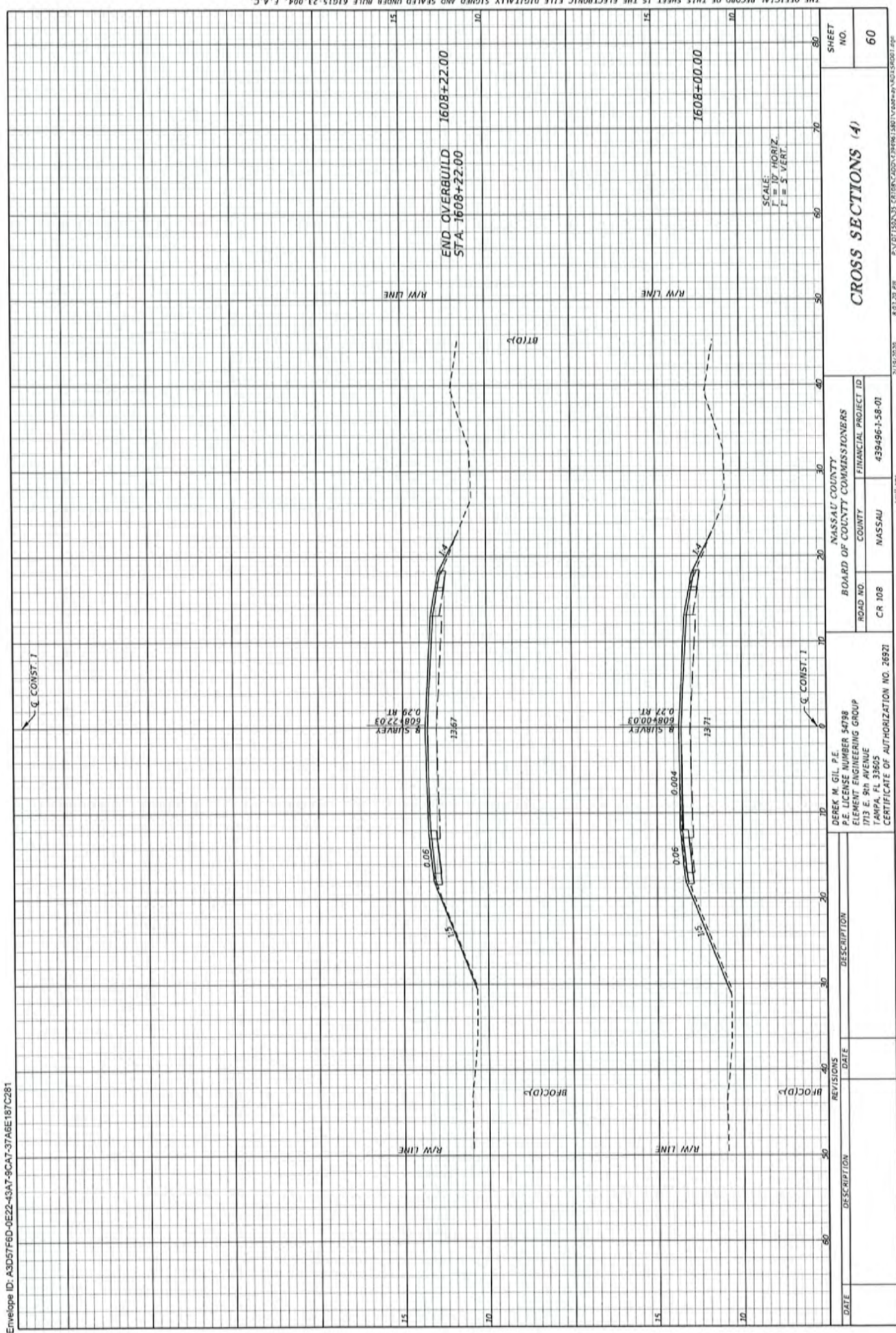
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REVISIONS		DESCRIPTION
	DATE	

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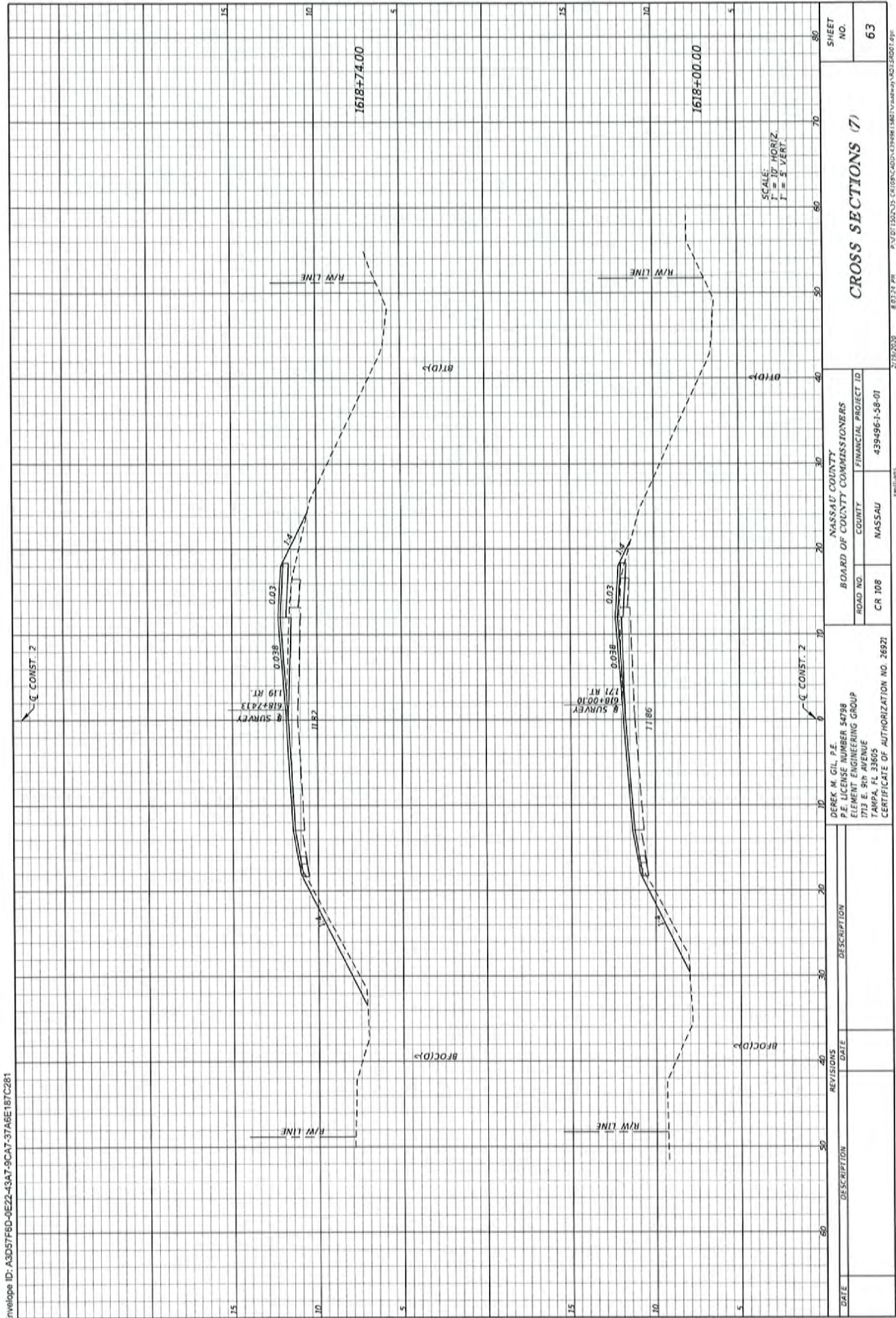






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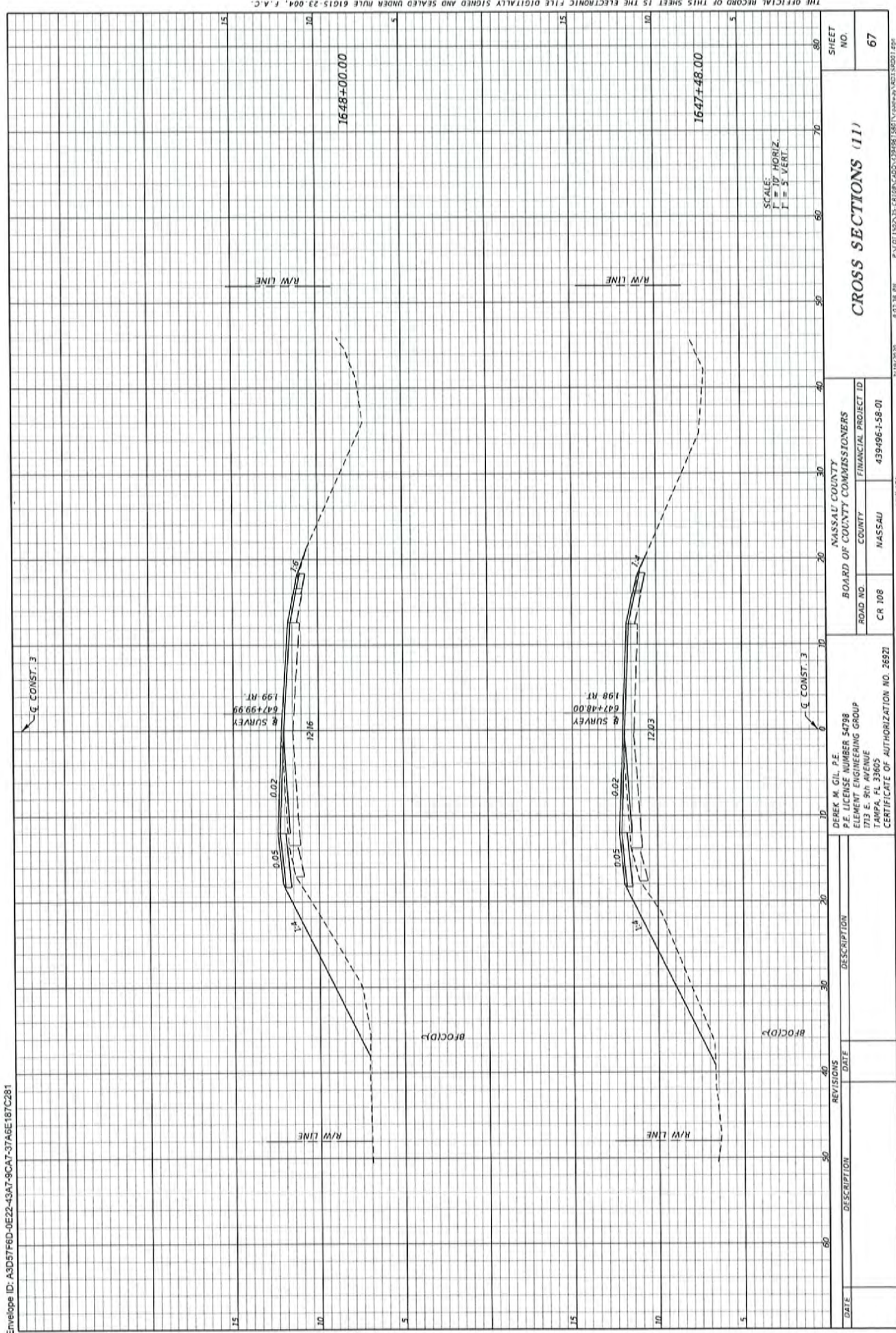








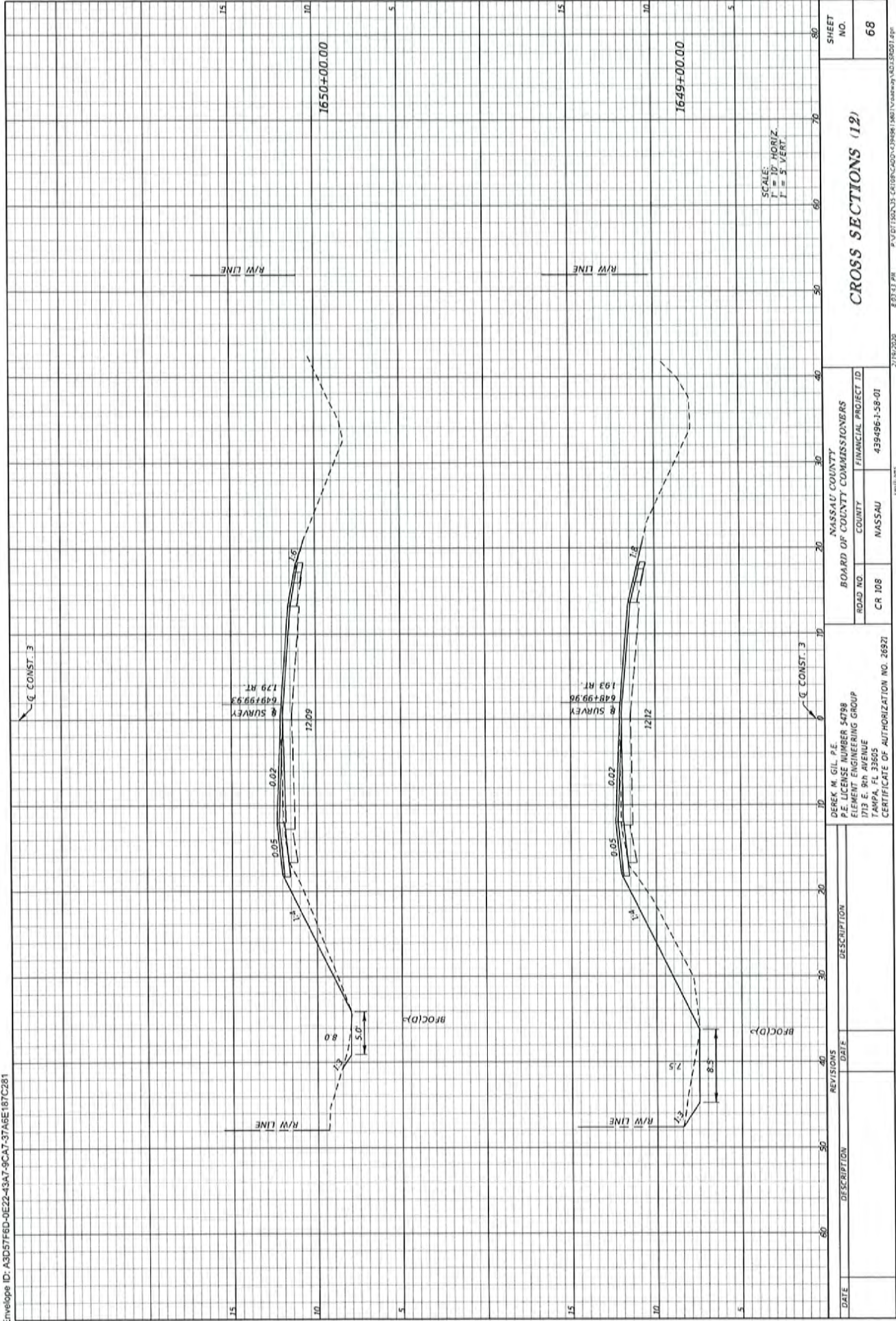




CROSS SECTIONS (11)

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921			
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROAD NO. CR 108 COUNTY NASSAU FINANCIAL PROJECT ID 439496-158-01	
SHEET NO. 67		2/19/2020 8:03:38 PM P:\UT\1502\NCS-CH18\NCAD\51867\NCRoadway\61350011.dwg	

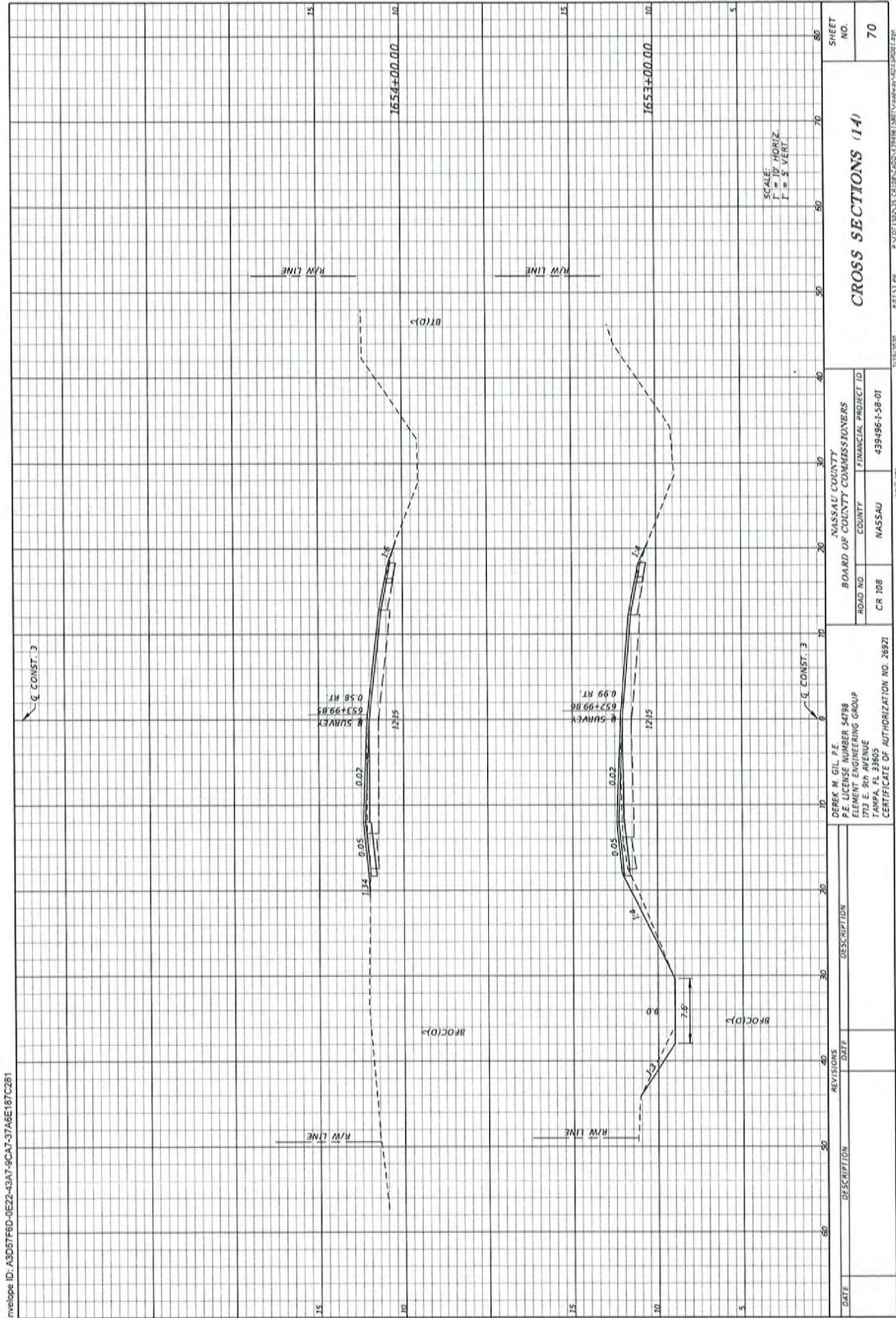
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



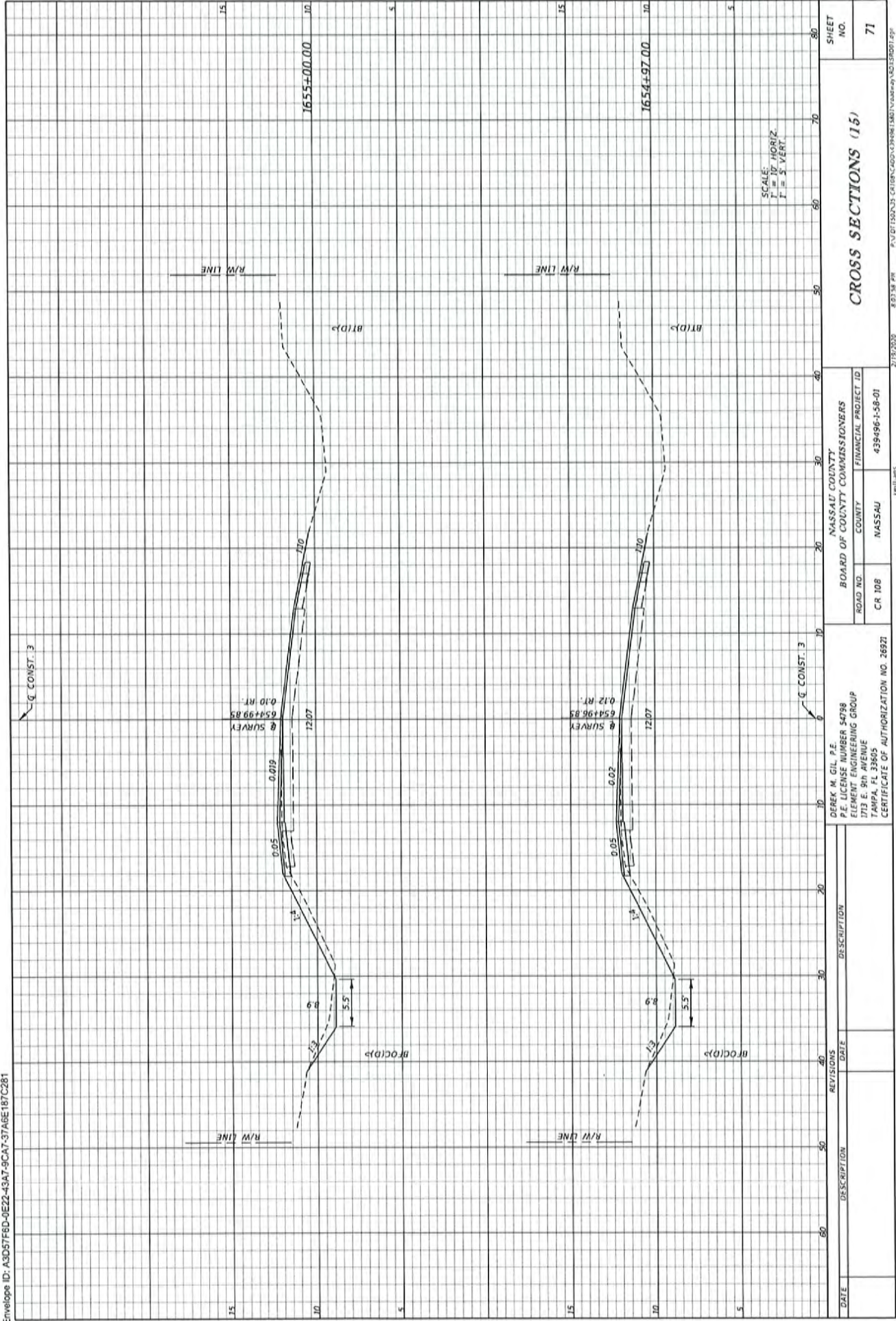
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921			
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS	
ROAD NO. CR 108		FINANCIAL PROJECT ID 439496-158-01	
COUNTY NASSAU		SHEET NO. 68	
CROSS SECTIONS (12)		2/15/2020 2:03:43 PM P:\02715023\35-6108\CA00-1\CONTR\TAMPA\WAY\NSL5001.dwg	





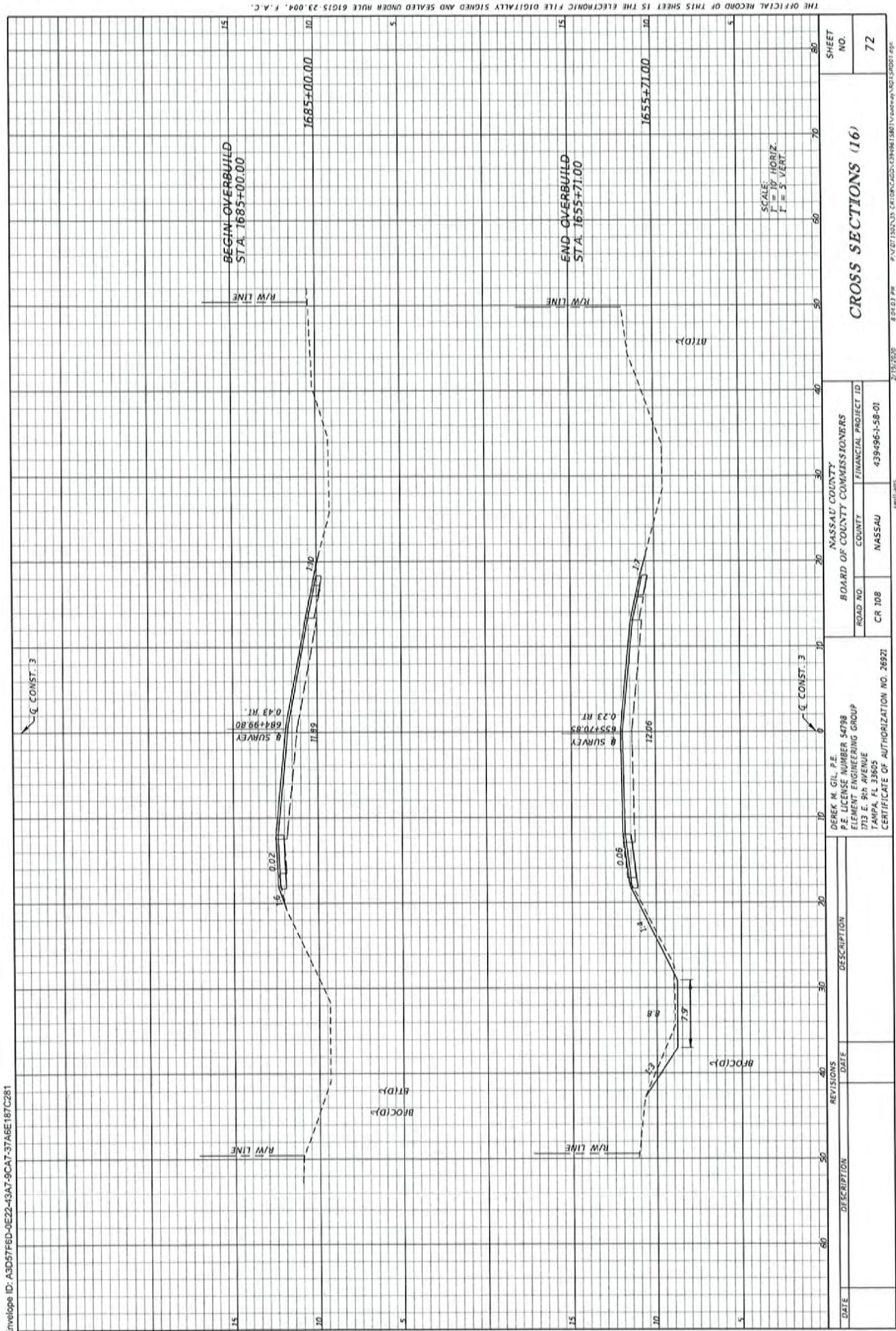
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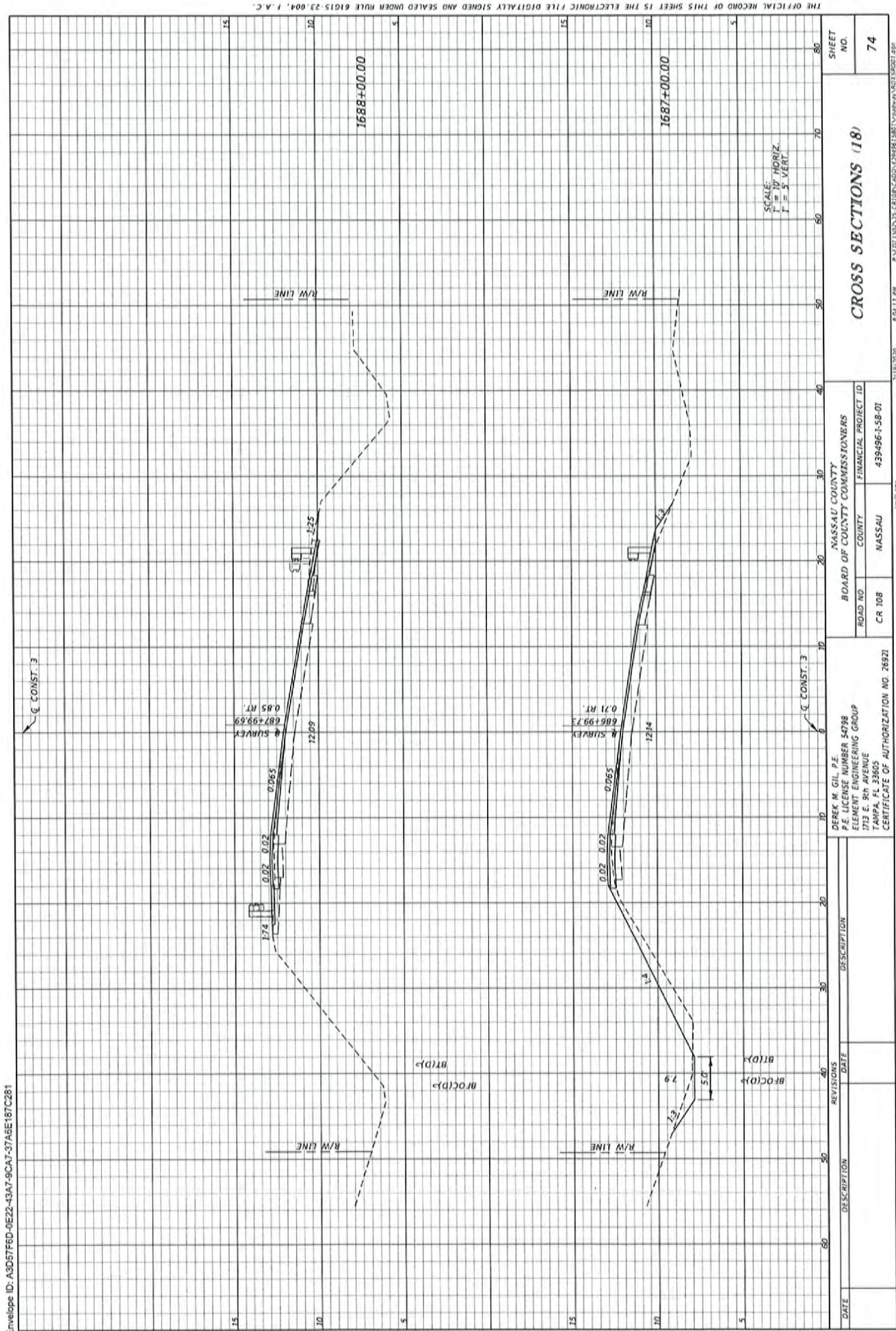
SCALE:
1" = 10' HORIZ.
1" = 5' VERT.

CROSS SECTIONS (15)

SHEET NO.		71
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 108	NASSAU	439496-1-58-01
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		
DATE	DESCRIPTION	REVISIONS

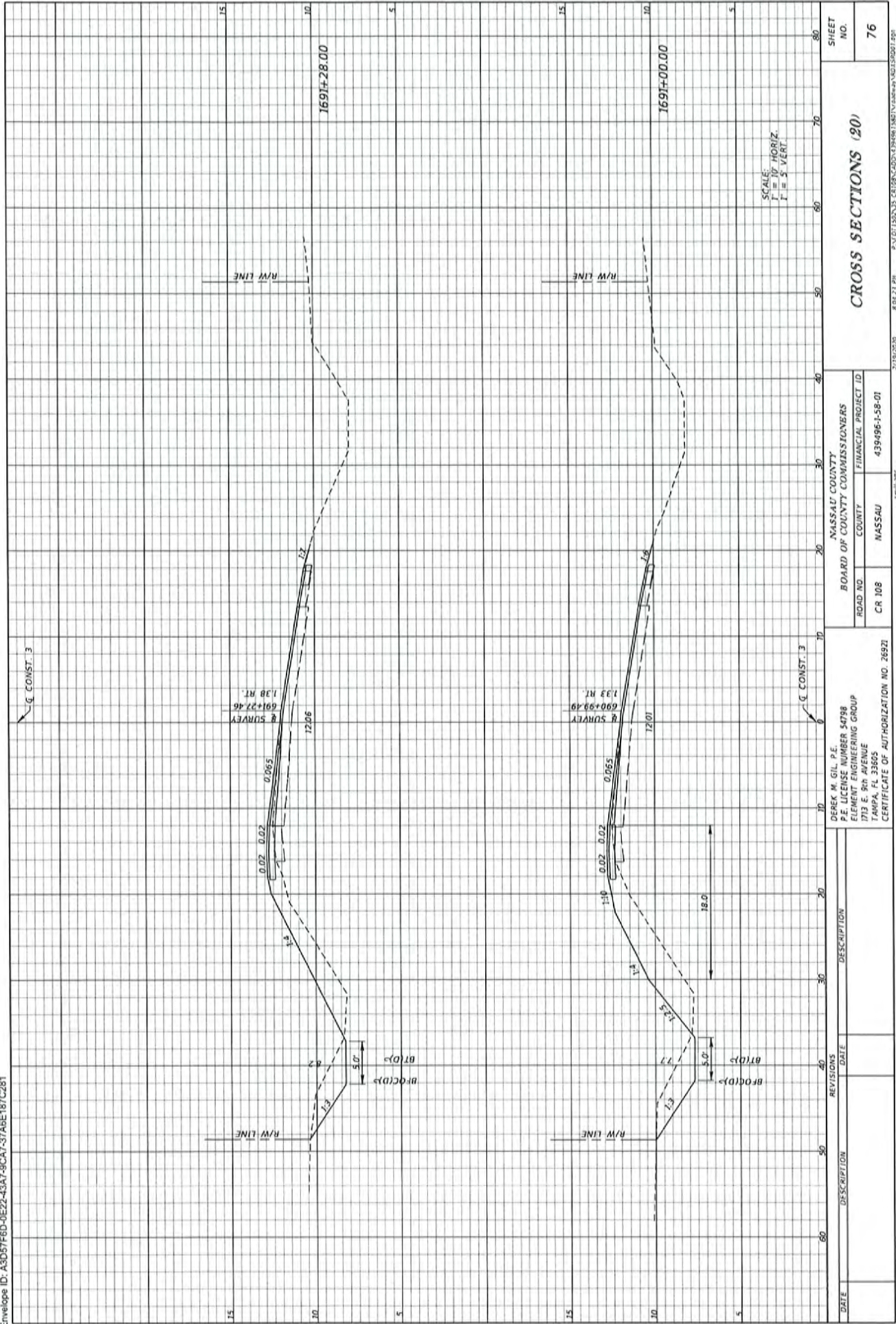


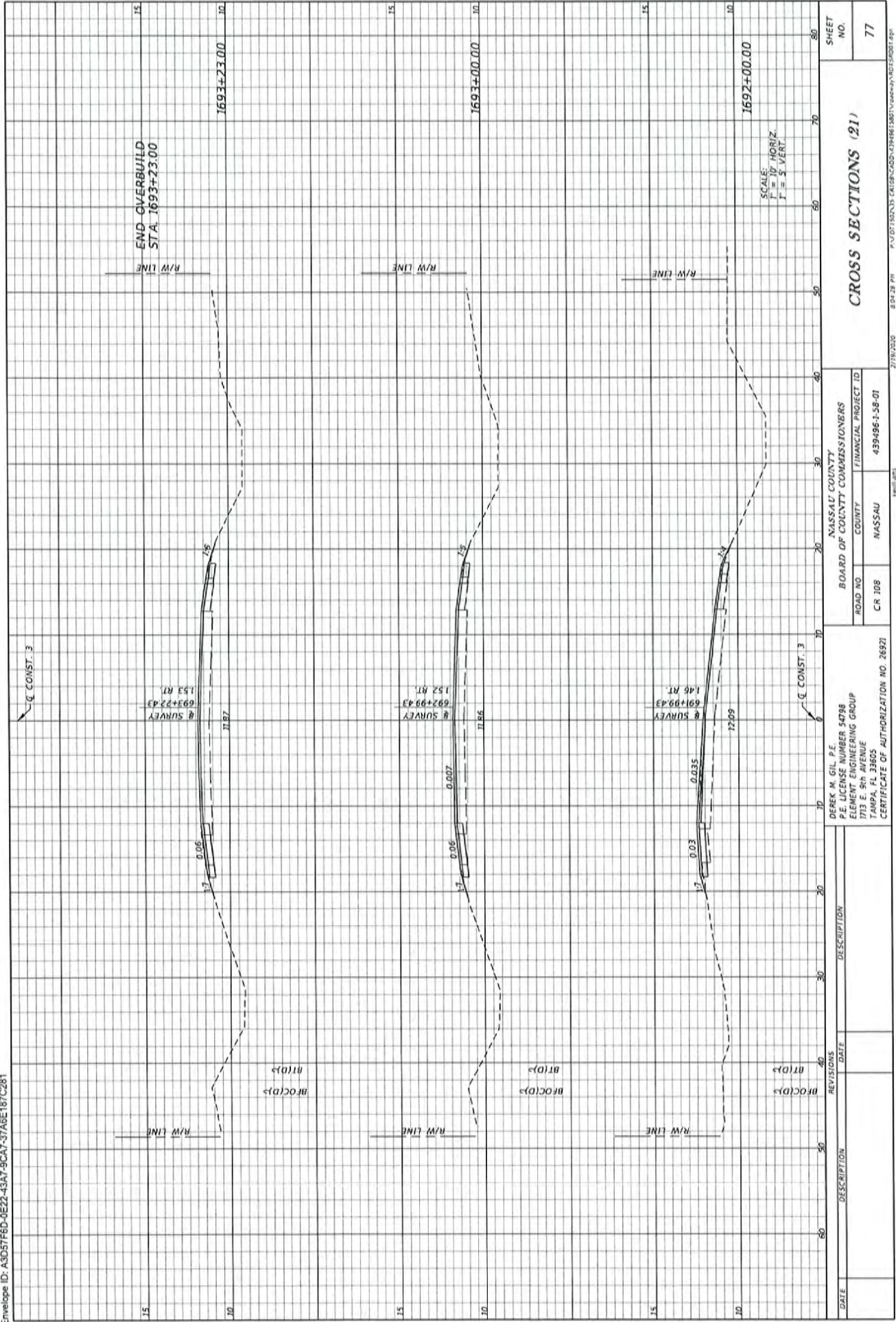


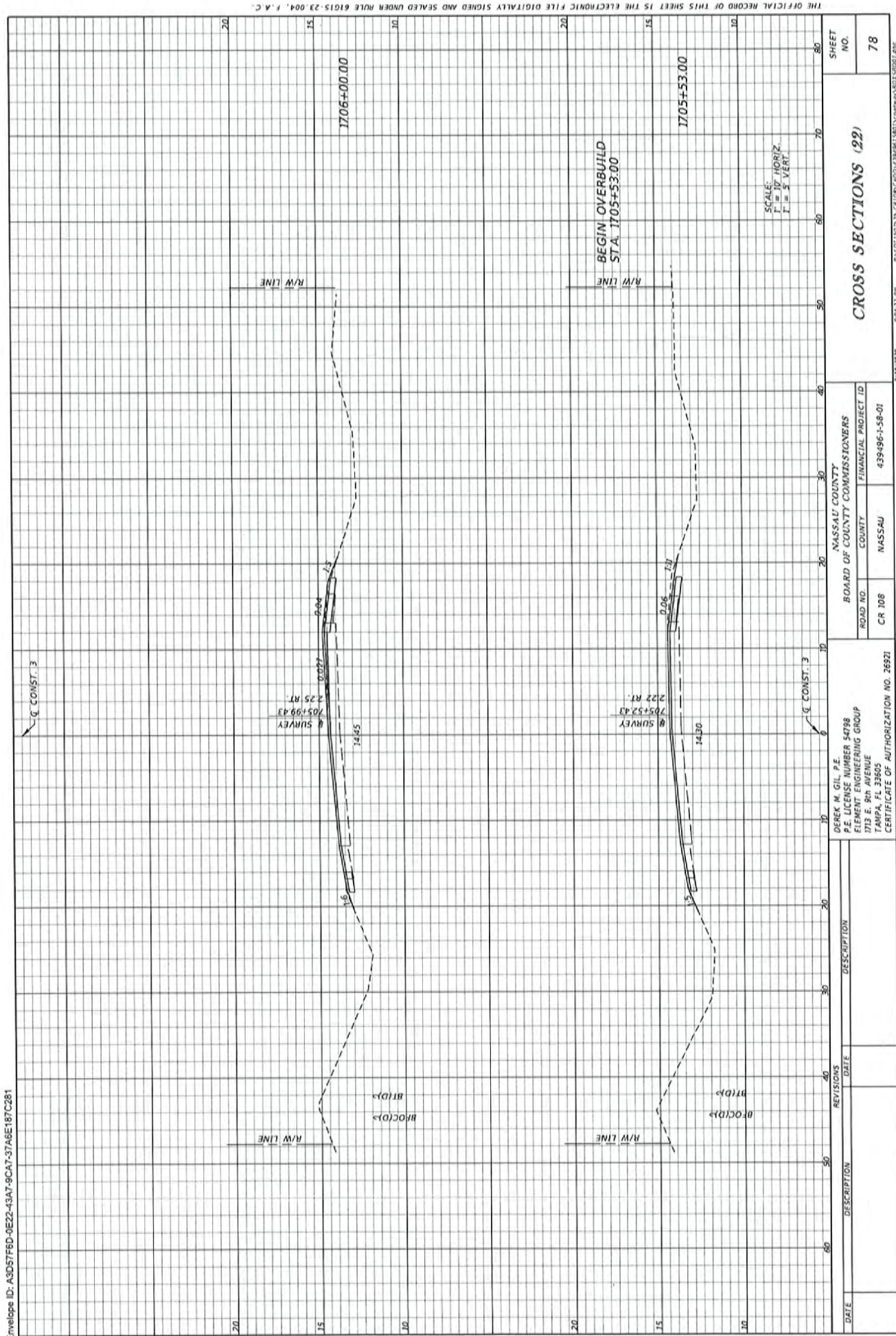


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





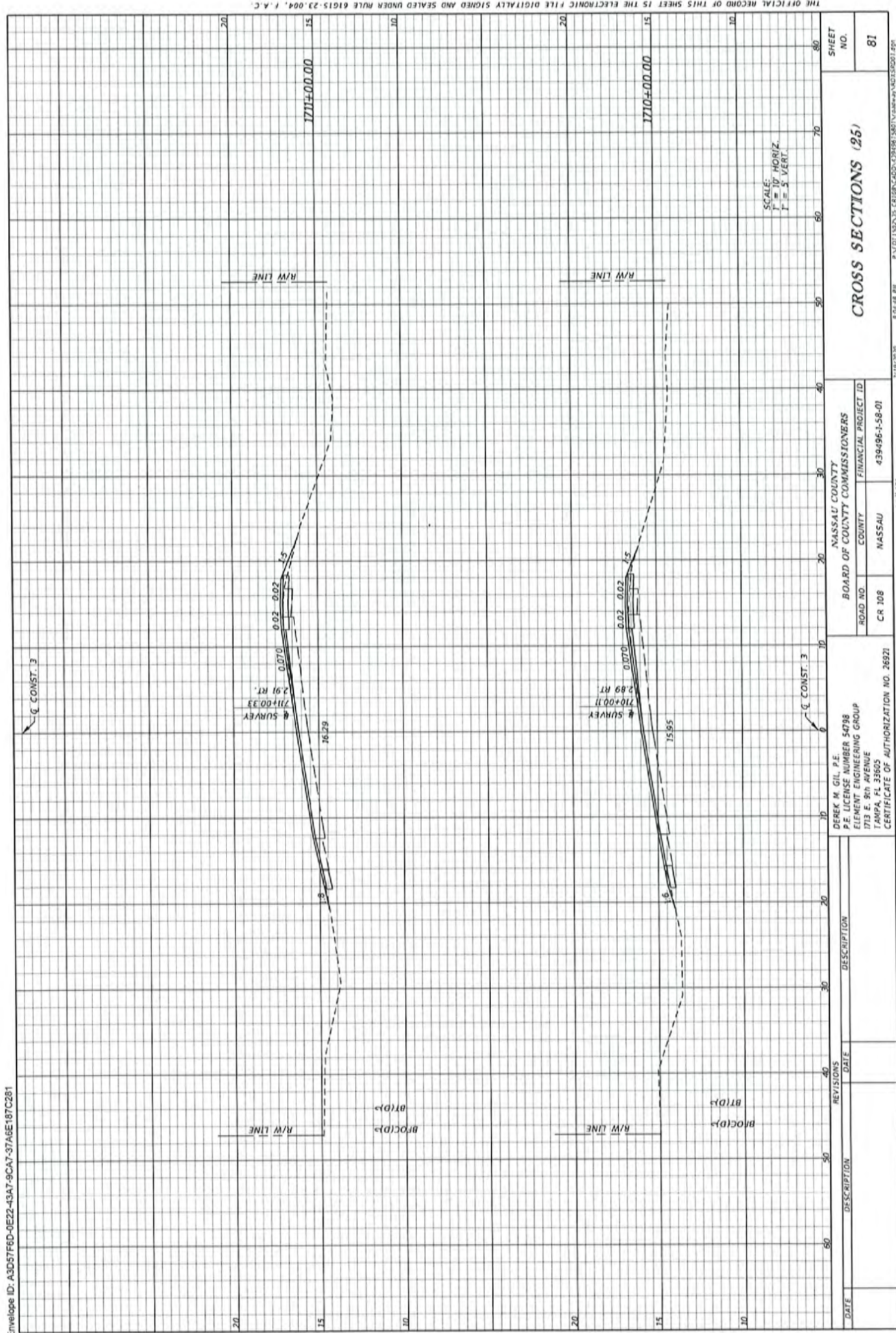




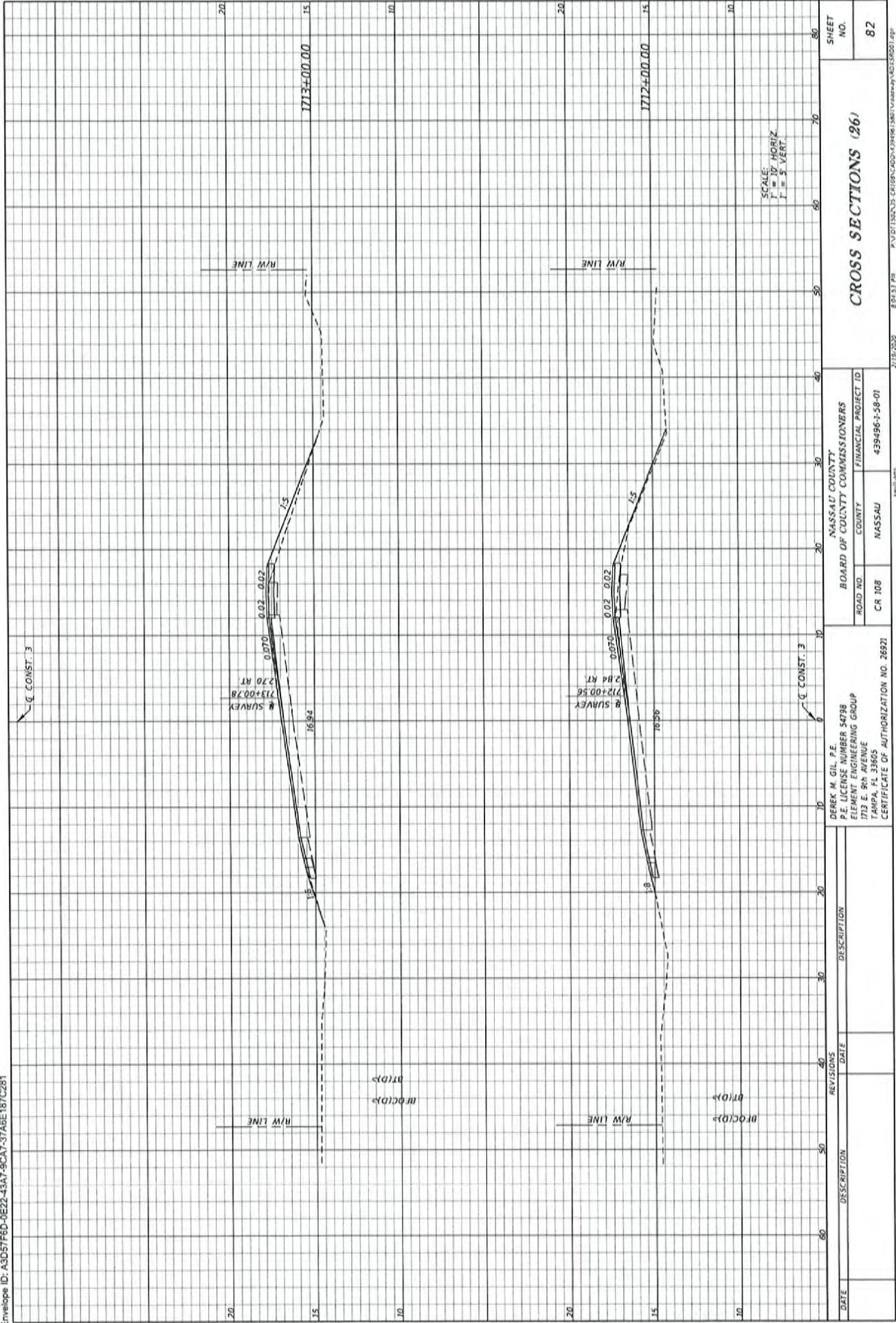
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

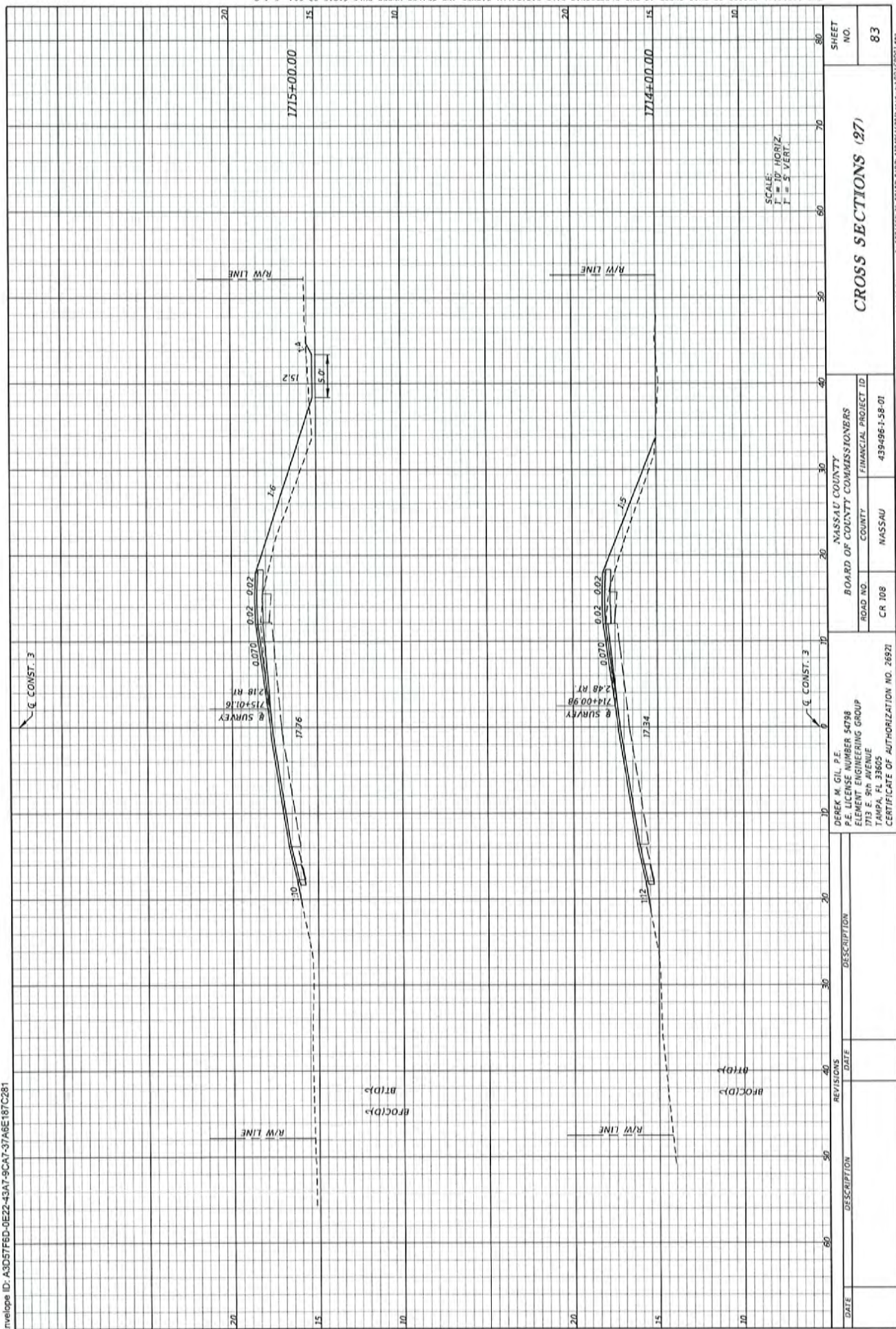






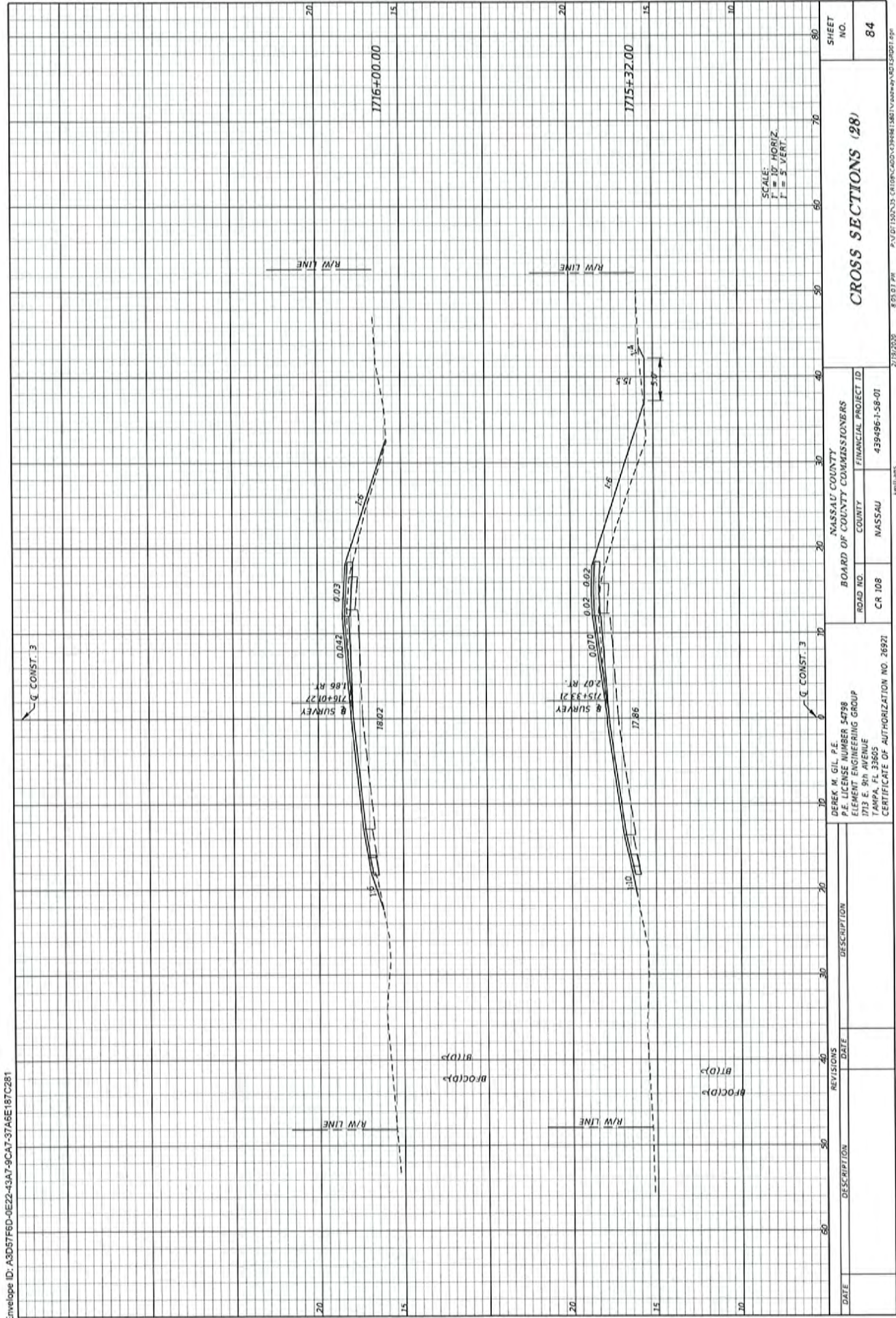
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





CROSS SECTIONS (27)

SHEET NO.		83
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 108	NASSAU	439496-158-01
DEREK M. GIL, P.E.		CERTIFICATE OF AUTHORIZATION NO. 26921
P.E. LICENSE NUMBER 54798		
ELEMENT ENGINEERING GROUP		
1713 E. 9th AVENUE		
TAMPA, FL 33605		
DATE		DESCRIPTION
REVISIONS		DATE



CROSS SECTIONS (28)

SHEET NO. 84

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
ROAD NO. CR 108
COUNTY NASSAU
FINANCIAL PROJECT ID 439496-1-58-01

DEREK M. GIL, P.E.
P.E. LICENSE NUMBER 54798
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605
CERTIFICATE OF AUTHORIZATION NO. 26921

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2/19/2020 8:05:09 PM

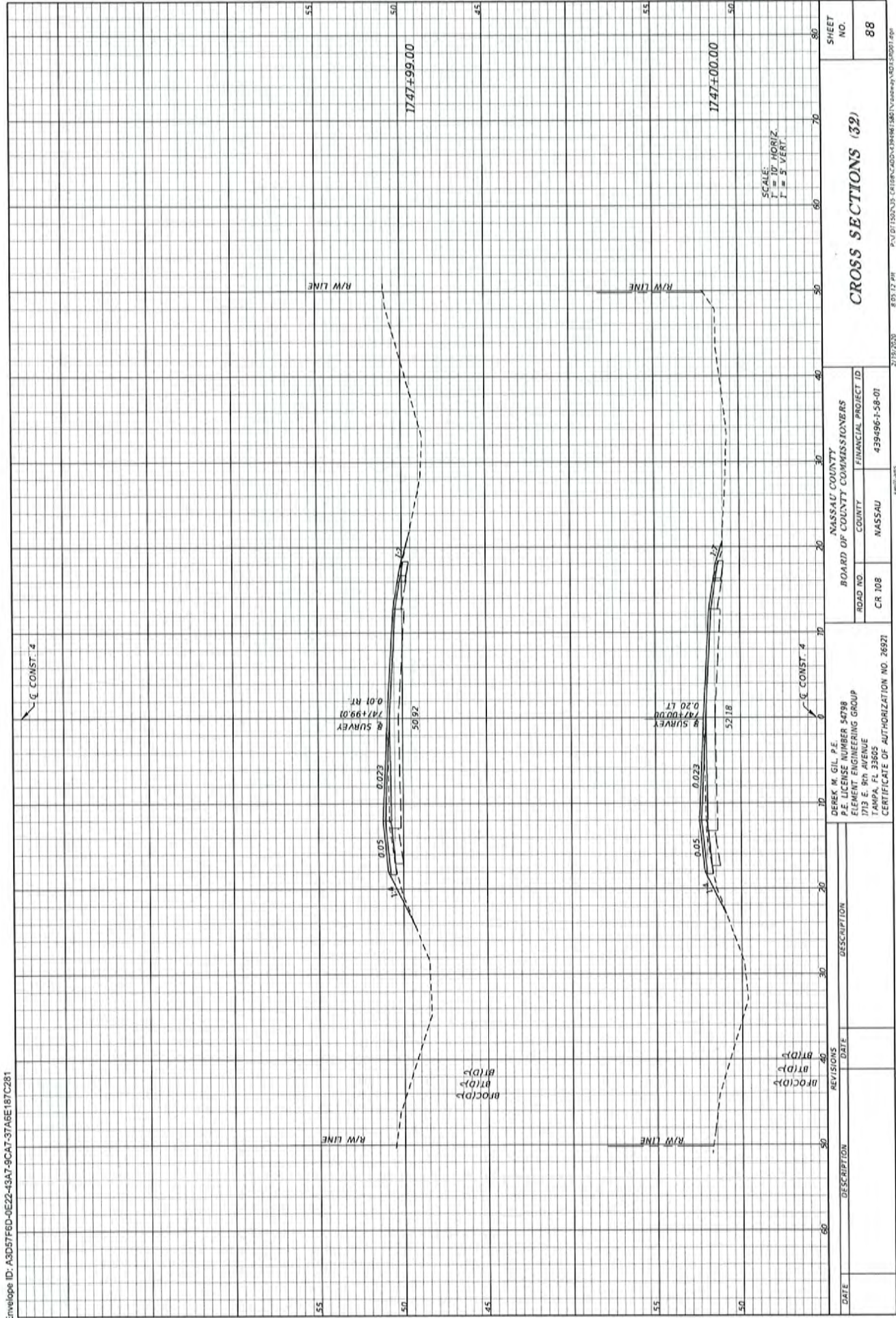
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RECEIVED FOR DISTRIBUTION ON 24/02/2003

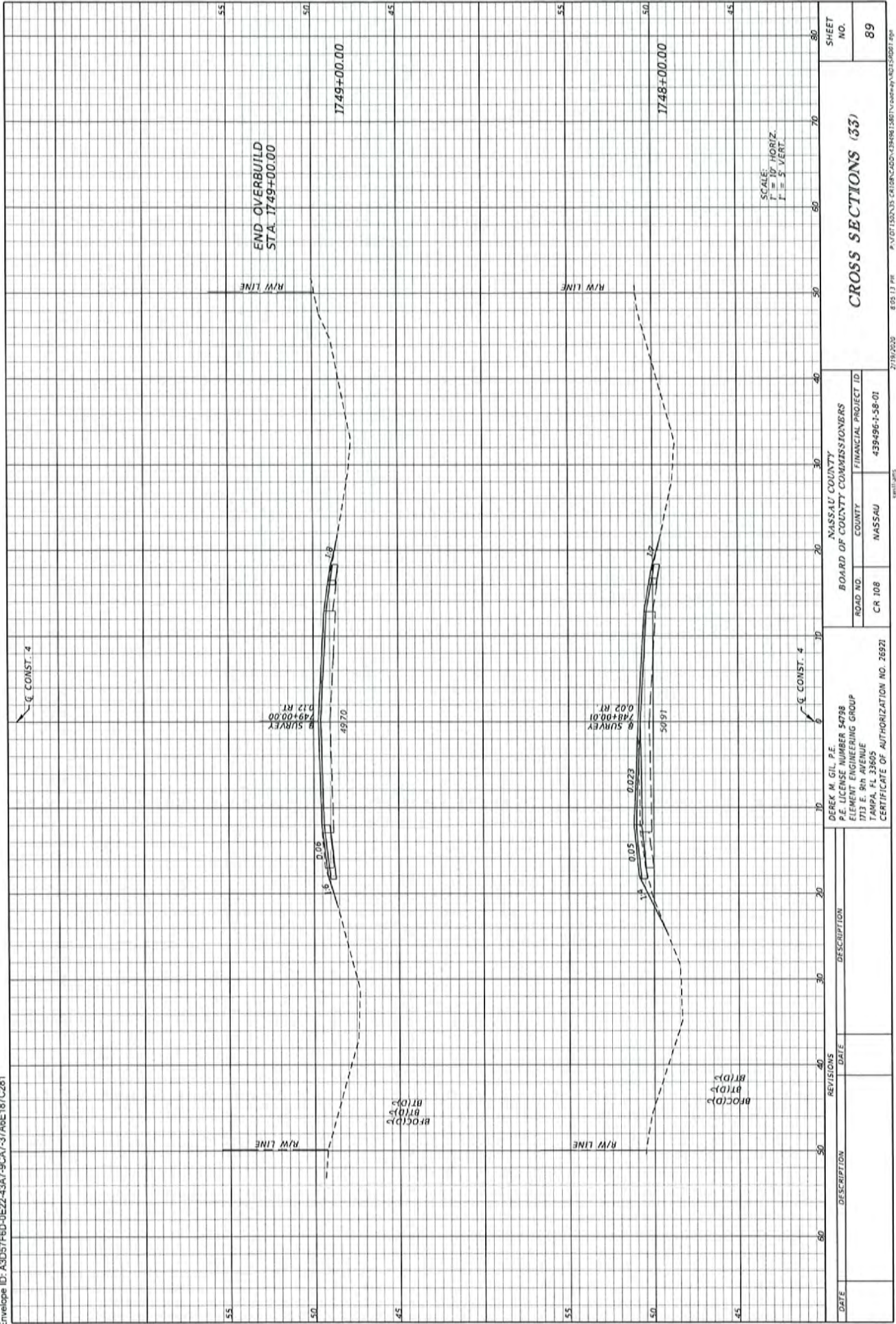
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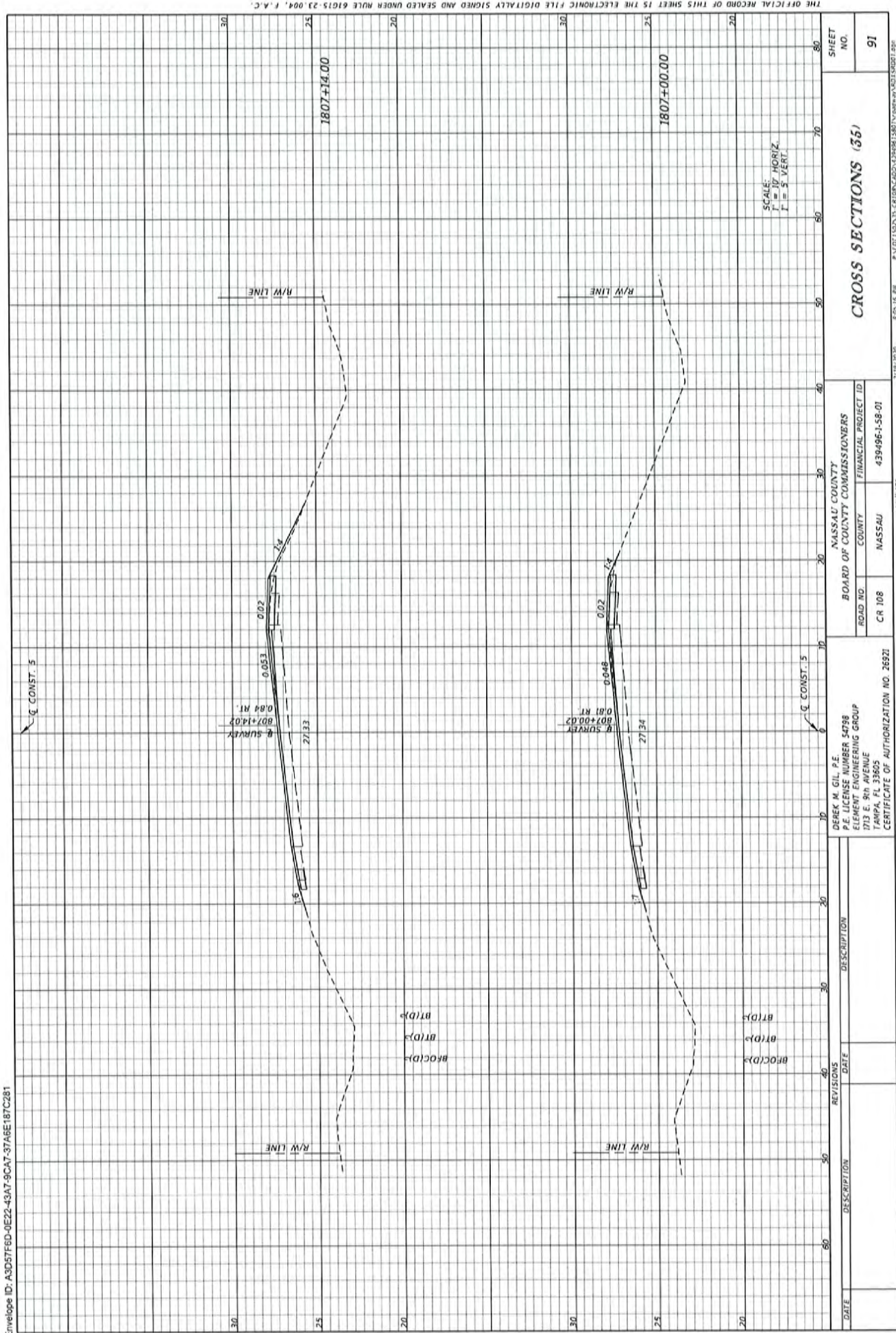




THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.







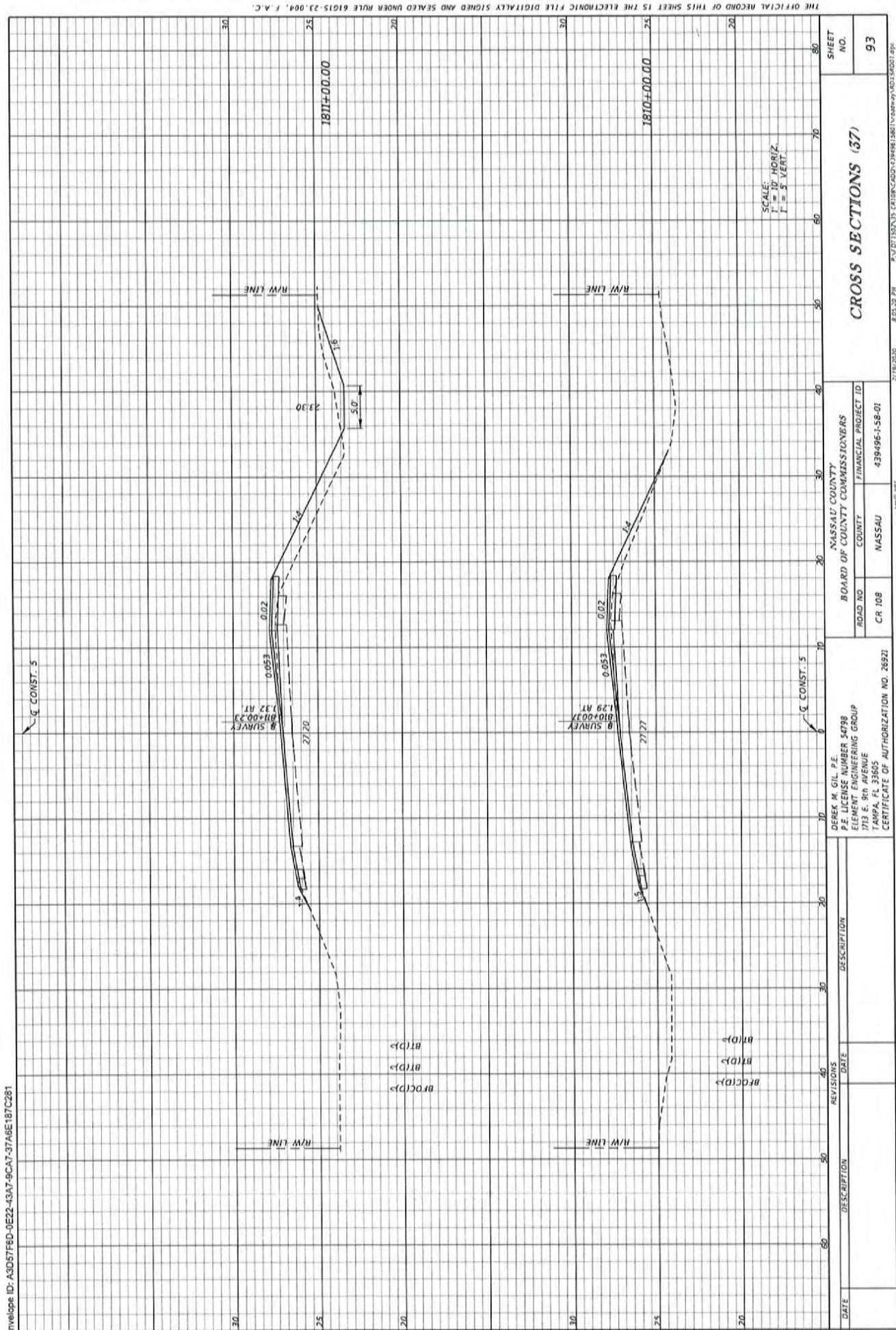
CROSS SECTIONS (35)

DEREK M. GIL, P.E.
P.E. LICENSE NUMBER 54798
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605
CERTIFICATE OF AUTHORIZATION NO. 26921

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
ROAD NO. CR 108
COUNTY NASSAU
FINANCIAL PROJECT ID 439496-1-58-01

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION





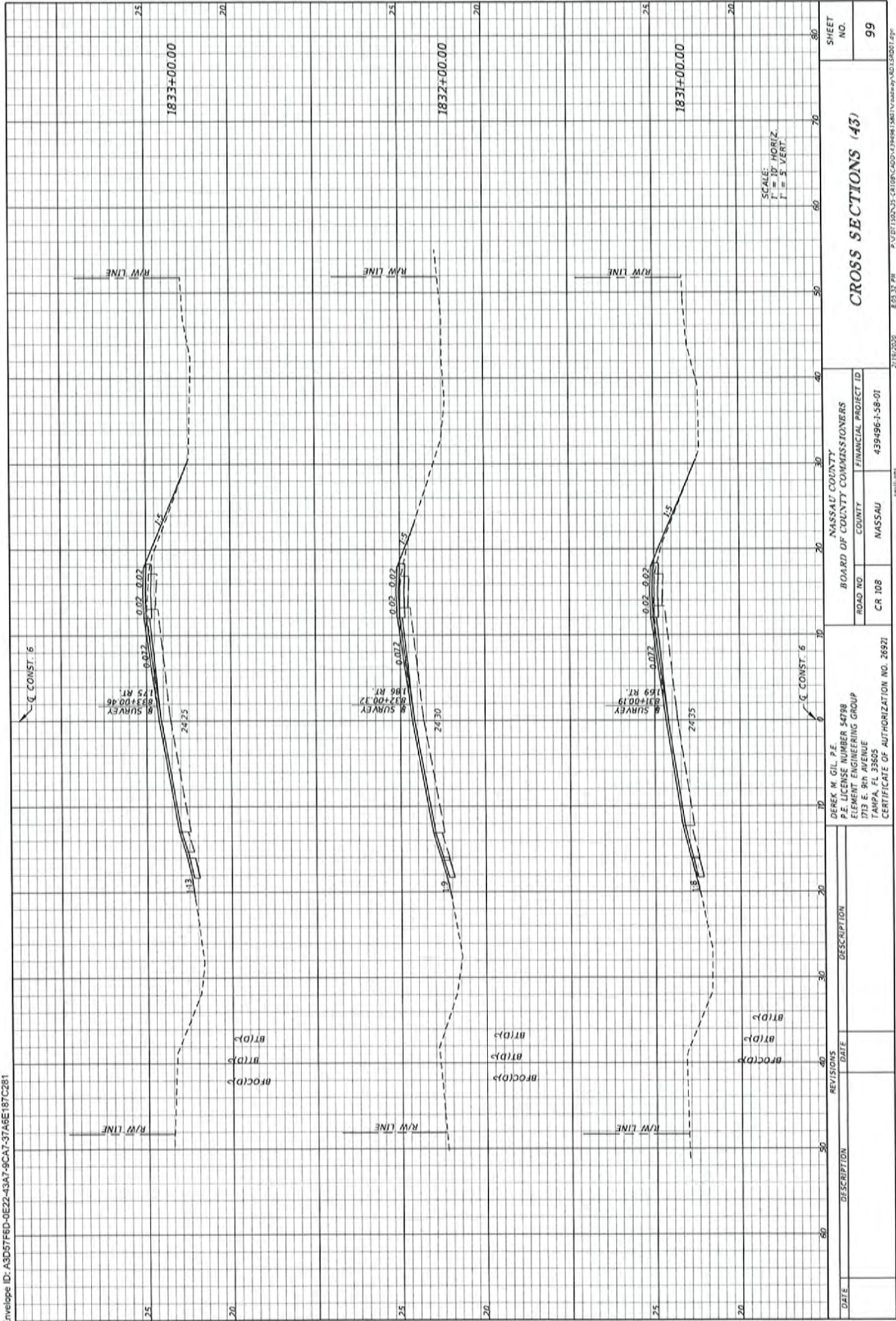
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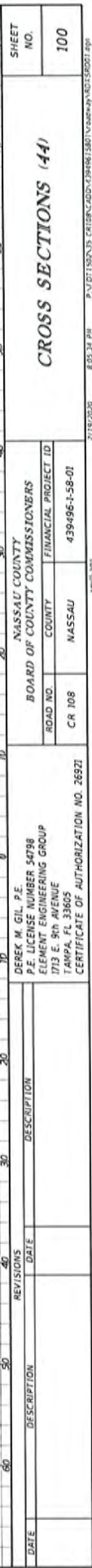








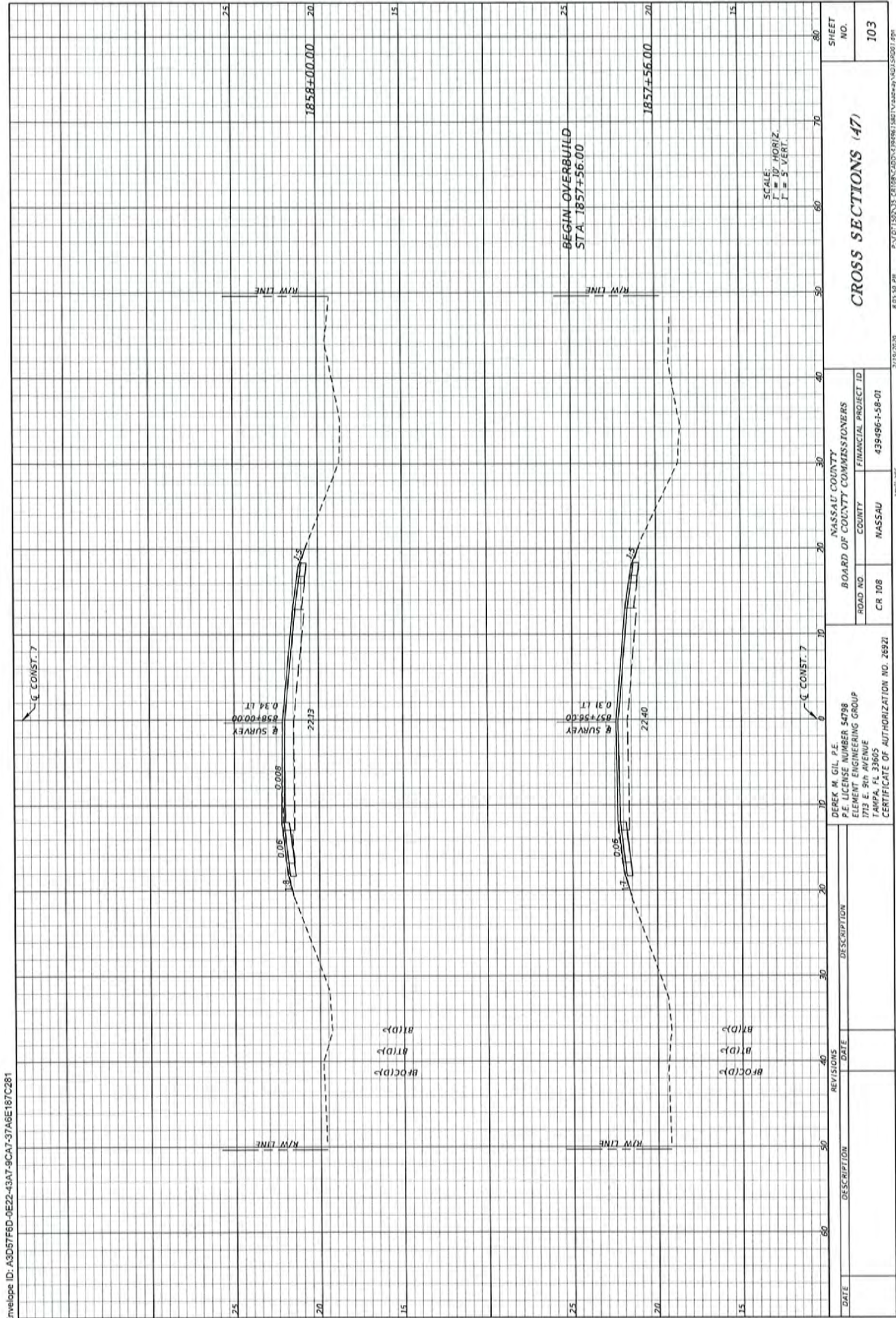




60	50	40	30	20	10	0	10	20	30	40	50	60	70	80	90	100
DATE DESCRIPTION REVIEWS DATE DEREK M. GIL, P.E. P.E. LICENSE NUMBER 34798 ELEMENT ENGINEERING GROUP 1713 E. 8th AVENUE TAMPA, FL 33605 NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY CR 108 NASSAU 439496-1-58-01 CERTIFICATE OF AUTHORIZATION NO. 26921 CROSS SECTIONS (44) SHEET NO. 100																

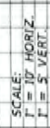




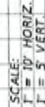


CROSS SECTIONS (47)

SHEET NO. 103



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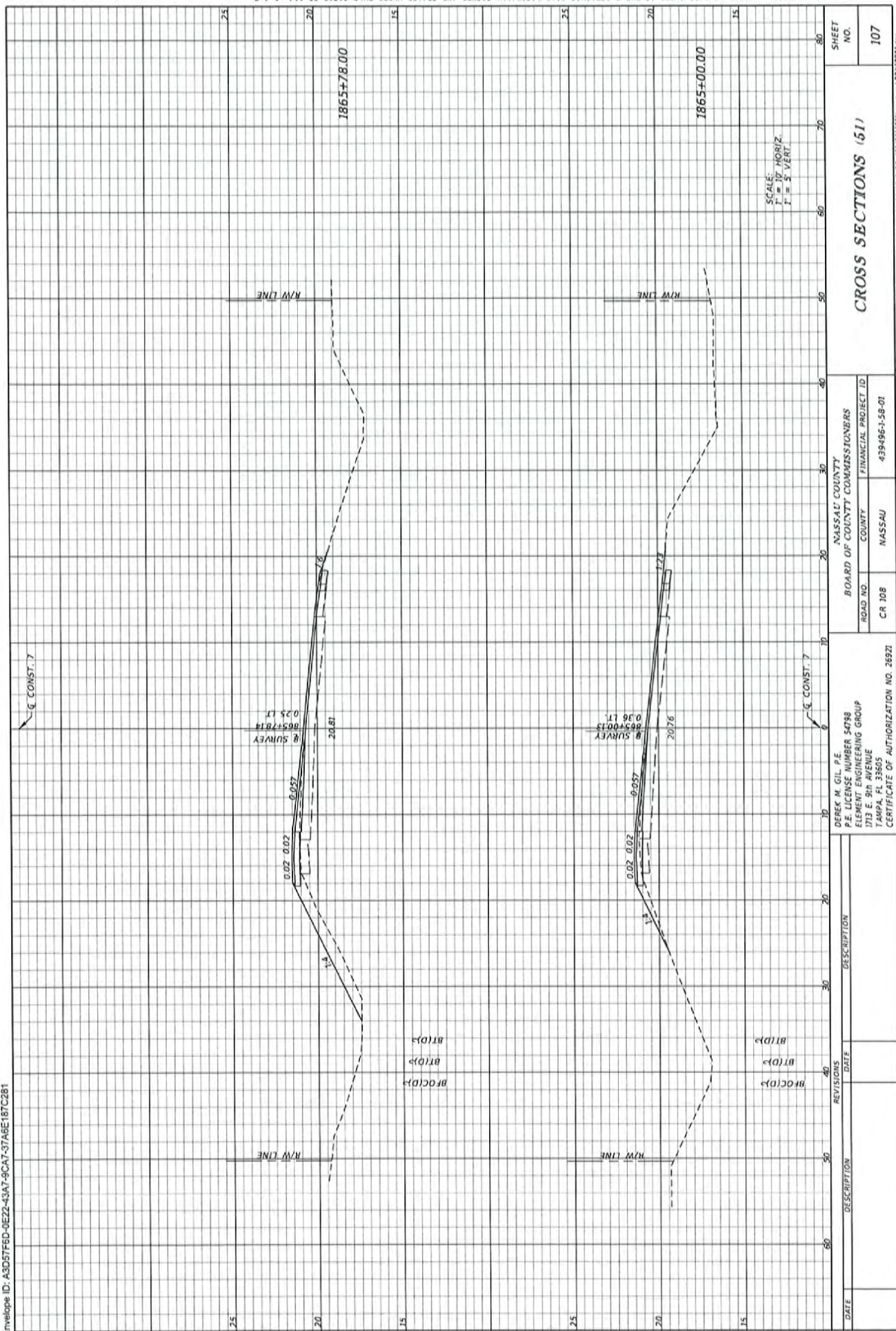
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RECEIVING WATER NAME: UNNAMED SLOUGH
10. DESCRIPTION: QUADRUPL 30" RCP CROSS DRAIN AT STA. 806+80
LOCATION: LATITUDE 30 41' 37.76" N, LONGITUDE 81 42' 41.88" W
RECEIVING WATER NAME: LOFTON CREEK
11. DESCRIPTION: DOUBLE 30" RCP CROSS DRAIN AT STA. 865+00
LOCATION: LATITUDE 30 41' 30.10" N, LONGITUDE 81 41' 37.26" W
RECEIVING WATER NAME: LOFTON CREEK
12. DESCRIPTION: DOUBLE 24" RCP CROSS DRAIN AT STA. 885+30
LOCATION: LATITUDE 30 41' 38.03" N, LONGITUDE 81 41' 14.19" W
RECEIVING WATER NAME: LOFTON CREEK
13. DESCRIPTION: DOUBLE 30" RCP CROSS DRAIN AT STA. 901+80
LOCATION: LATITUDE 30 41' 33.22" N, LONGITUDE 81 40' 56.17" W
RECEIVING WATER NAME: LOFTON CREEK
14. DESCRIPTION: DOUBLE 24" RCP CROSS DRAIN AT STA. 939+90
LOCATION: LATITUDE 30 41' 22.07" N, LONGITUDE 81 40' 14.48" W
RECEIVING WATER NAME: MCQUEEN CREEK
15. DESCRIPTION: 30" RCP CROSS DRAIN AT STA. 960+20
LOCATION: LATITUDE 30 41' 16.11" N, LONGITUDE 81 39' 53.21" W
RECEIVING WATER NAME: MCQUEEN CREEK
16. DESCRIPTION: 30" RCP CROSS DRAIN AT STA. 997+90
LOCATION: LATITUDE 30 41' 5.09" N, LONGITUDE 81 39' 11.02" W
RECEIVING WATER NAME: MCQUEEN CREEK
17. DESCRIPTION: DITCHES AT US 17
LOCATION: LATITUDE 30 41' 2.97" N, LONGITUDE 81 39' 4.42" W
RECEIVING WATER NAME: MCQUEEN CREEK
- (11) WETLAND ARE LIMITED TO THE AREAS DESCRIBED IN THE PLANS
- (12) DESCRIPTION OF STORMWATER MANAGEMENT, (EXISTING/PROPOSED)
- (a) EXISTING DRAINAGE FLOWS ON CR 108 TYPICALLY SHEET FLOW OFF OF THE ROAD TO DITCHES ON EITHER SIDE. RUNOFF FROM STA. 501+00 TO STA. 502+00 FLOWS WEST TOWARD DITCHES ALONG MIDDLE ROAD. RUNOFF FROM STA. 502+00 TO STA. 564+00 FLOWS TOWARD THE 4' X 8' BOX CULVERT AT STA. 526+50. RUNOFF FROM STA. 564+00 TO STA. 585+00 FLOWS TOWARD THE 4' X 7' BOX CULVERT AT STA. 578+70. RUNOFF FROM STA. 585+00 TO STA. 631+00 FLOWS TOWARD THE 8' X 8' BOX CULVERT AT STA. 620+40. RUNOFF FROM STA. 631+00 TO STA. 656+00 FLOWS TOWARD THE DOUBLE 30" RCP CROSS DRAIN AT STA. 645+20. RUNOFF FROM STA. 656+00 TO STA. 681+00 FLOWS TOWARD THE DOUBLE 30" RCP CROSS DRAIN AT STA. 684+55. RUNOFF FROM STA. 681+00 TO STA. 720+85 FLOWS TOWARD THE BOX CULVERT AT STA. 688+60. RUNOFF FROM STA. 720+85 TO STA. 738+50 FLOWS TOWARD THE 24" RCP CROSS DRAIN AT STA. 720+85. RUNOFF FROM STA. 738+50 TO STA. 767+00 FLOWS TOWARD THE DOUBLE 30" RCP CROSS DRAIN AT STA. 758+60. RUNOFF FROM STA. 767+00 TO STA. 820+00 FLOWS TOWARD THE QUADRUPL 30" RCP CROSS DRAIN AT STA. 806+80. RUNOFF FROM STA. 820+00 TO STA. 878+50 FLOWS TOWARD THE DOUBLE 30" RCP CROSS DRAIN AT STA. 865+00. RUNOFF FROM STA. 878+50 TO STA. 889+00 FLOWS TOWARD THE DOUBLE 24" RCP CROSS DRAIN AT STA. 885+30. RUNOFF FROM STA. 889+00 TO STA. 925+50 FLOWS TOWARD THE DOUBLE 30" RCP CROSS DRAIN AT STA. 901+80. RUNOFF FROM STA. 925+50 TO STA. 952+50 FLOWS TOWARD THE DOUBLE 24" RCP CROSS DRAIN AT STA. 939+90. RUNOFF FROM STA. 952+50 TO STA. 984+00 FLOWS TOWARD THE 30" RCP CROSS DRAIN AT STA. 960+20. RUNOFF FROM STA. 984+00 TO STA. 1002+50 FLOWS TOWARD THE 30" RCP CROSS DRAIN AT STA. 997+90. RUNOFF FROM 1002+50 TO 1004+50 FLOWS TOWARD DITCHES ALONG US 17.
- (b) OFF SITE RUNOFF SHOULD BE DIVERTED AWAY OR THROUGH THE CONSTRUCTION AREA, IF POSSIBLE. THIS ADDITIONAL FLOW, IF NOT DIVERTED, CAN ADD VOLUME AND SIZE TO STRUCTURAL PRACTICES REQUIRING MORE FREQUENT MAINTENANCE AND LIMITING EFFECTIVENESS OF EROSION AND SEDIMENT CONTROLS.
- (c) PROVIDE POLLUTION CONTROL BY IMPLEMENTING DUST CONTROL DURING ALL PHASES OF CONSTRUCTION. SEDIMENT CONTROL WILL BE ACCOMPLISHED BY USING STREET OR VACUUM SHEEPERS.
- (d) STORMWATER RUNOFF SHALL BE CONVEYED TO EITHER TEMPORARY SEDIMENT BASINS, CONTAINMENT SYSTEMS AND/OR TO PERMANENT STORMWATER MANAGEMENT FACILITIES (TREATMENT AND ATTENUATION PONDS). THE PROPOSED SEDIMENT BASINS, CONTAINMENT SYSTEMS AND/OR STORMWATER MANAGEMENT FACILITIES SHALL BE CONSTRUCTED DURING THE INITIAL PHASE OF CONSTRUCTION AND USED DURING CONSTRUCTION OF THE ROADWAY. THE OUTFALL STRUCTURES ARE TO BE PLUGGED WHEN TEMPORARY SEDIMENT BASINS, CONTAINMENT SYSTEMS OR PERMANENT STORMWATER MANAGEMENT FACILITIES ARE USED FOR EROSION AND SEDIMENT CONTROL.
- (e) PREVENT UNAUTHORIZED MATERIALS FROM ENTERING WETLANDS, WATERWAYS, OTHER SURFACE WATERS OR WATERS OF THE U.S.

11. CONTROLS:

SEDIMENT AND EROSION CONTROLS

(1) STABILIZATION PRACTICES:

- (a) STABILIZATION MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO MAINTAINING, ESTABLISHING AND USING VEGETATION, APPLYING MULCHES, SODDING, SEEDING, BMP'S AND THE USE OF ROLLED EROSION CONTROLLED PRODUCTS. WHEN CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, SIDE SLOPES SHALL BE STABILIZED WITH PERFORMANCE SODDING OR SEEDING OR ANY OTHER APPROVED METHOD OF STABILIZATION INCLUDED IN THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEW MANUAL (EESC MANUAL).
- (b) STABILIZATION SHALL TAKE PLACE AS SOON AS PRACTICAL IN PORTIONS OF THE PROJECT WHERE CONSTRUCTION ACTIVITIES HAVE CEASED, BUT NO LATER THAN 7 DAYS AFTER ANY CONSTRUCTION ACTIVITY CEASES EITHER TEMPORARILY OR PERMANENTLY.
- (c) ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO THE CONTRACT DOCUMENTS, AND THE APPROVED EROSION CONTROL PLAN.
- (d) ANY TEMPORARY MATERIAL USED FOR POLLUTION OR EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND FINAL STABILIZATION OF THE PROJECT HAS BEEN ACHIEVED.
- (e) SEDIMENT BARRIERS SHOULD BE USED ALONG THE LENGTH OF THE PROJECT WHERE THE GROUND SLOPES AWAY FROM THE RIGHT OF WAY OR WHERE THERE IS POTENTIAL FOR SEDIMENT TO BE DIRECTED OFF-SITE. PARTICULAR CARE SHOULD BE USED WHEN THERE ARE WETLANDS OR WATERS OF THE U.S. ARE INVOLVED. SEDIMENT BARRIERS SHOULD BE USED AROUND THE PERIMETER OF STOCKPILE AREAS.

(2) STRUCTURAL PRACTICES FOR EROSION AND SEDIMENT CONTROL

(a) ROLLED EROSION CONTROL PRODUCTS (ARTIFICIAL COVERINGS)

PURPOSE: TO PROTECT DISTURBED SLOPE SURFACES AGAINST EROSION DUE TO RAINFALL OR FLOTTING WATER.

- (1) USED FOR PAUSES IN CONSTRUCTION DUE TO INCLEMENT WEATHER OR OTHER CIRCUMSTANCES COULD INCLUDE NATURAL OR SYNTHETIC FIBER MATS, PLASTIC SHEETING OR NETS.

- (2) USED FOR EROSION CONTROL THAT FACILITATES PLANT GROWTH WHILE PERMANENT GRASS IS ESTABLISHED COULD INCLUDE BIODEGRADABLE EROSION CONTROL BLANKETS INSTALLED ON A SEEDED AREA, ON FILL SLOPES OR IN DITCHES.

- (3) USED TO STABILIZE DRAINAGE CHANNELS. CONSULT EESC MANUAL TO DETERMINE CORRECT PRODUCT TYPE FOR CHANNEL STABILIZATION.

REVISIONS		NASSAU COUNTY		STORMWATER POLLUTION PREVENTION PLAN (2)		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BOARD OF COUNTY COMMISSIONERS	FINANCIAL PROJECT ID	
				CR 108	439496-158-01	111
				CR 108	NASSAU	
				2/19/2020		8/26/07 PR
				PROJECT NO. 14108-CDD-0398-15801-01		439496-158-01

DEREK M. GIL, P.E.
P.E. LICENSE NUMBER 54788
ELEMENT ENGINEERING GROUP
1713 E. 8th AVENUE
TAMPA, FL 33605
CERTIFICATE OF AUTHORIZATION NO. 26921

VIOLATE TOXICITY REQUIREMENTS AND THE USE OF ALUM MAY LOWER PH LEVELS.

NOTE: THIS PAY ITEM IS CONSIDERED AN OPTION FOR SEDIMENT CONTROL ISSUES THAT ARE PROJECT/SITE SPECIFIC. NOT TO BE USED IN THE DESIGN PROCESS WITHOUT CONTACTING LARRY RITCHIE IN THE STATE CONSTRUCTION OFFICE.

1) WASTE DISPOSAL
(a) PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES.

b) ALL FERTILIZER AND CHEMICAL CONTAINERS SHALL BE DISPOSED OF ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

c) NO SOLID MATERIALS, INCLUDING BUILDING AND CONSTRUCTION MATERIALS, SHALL BE DISCHARGED TO WETLANDS OR BURIED ON SITE.

(2) OFF SITE VEHICLE TRACKING - WILL BE CONTROLLED BY THE FOLLOWING METHODS:

(3) STATE AND FEDERAL REGULATIONS: PERMITS WILL BE REQUIRED FROM THE FOLLOWING AGENCIES:

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

(4) NOW STORMWATER (INCLUDING SPILL REPORTING) PROVIDE THE FOOT WITH AN EROSION AND SEDIMENT CONTROL PLAN THAT WILL INCLUDE SPILL CONTAINMENT REPORTING, AND RESPONSES. THE PLAN SHALL SPECIFY WHAT MANAGEMENT PRACTICES AND CONTAINMENT METHODS WILL BE USED TO PREVENT POTENTIAL POLLUTANTS (FUEL, LUBRICANTS, HERBICIDES, ETC.) FROM SPILLING ONTO THE SOIL OR INTO THE SURFACE WATERS. IF A SPILL DOES OCCUR, OR IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE ENGINEER

MAINTENANCE: MAINTAIN AND REPAIR ALL OF EROSION AND SEDIMENT CONTROL DEVICES. REMOVE ALL OF EROSION AND SEDIMENT CONTROL DEVICES WHEN NOTICE OF TERMINATION IS MAILED. REMOVE AND PREPARE PROPER DISPOSAL OF SEDIMENT BUILDUP THROUGH THE LIFE OF THE INSTALLED EROSION AND SEDIMENT CONTROL DEVICES.

(1) ALL CONTROL MEASURES WILL BE MAINTAINED DAILY AND ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF NOTICE.

(1) ALL CONTROL MEASURES WILL BE MAINTAINED DAILY AND ALL MEASURES WILL BE MAINTAINED IN GOOD

(3) SYNTHETIC BALES SHALL BE MAINTAINED TO ENSURE

(4) STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE

(j) INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD WEEKLY RAINFALL IN ACCORDANCE WITH THE NPDES PERMIT

(2) ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSPECTED DAILY BY CON

ARE F.D.E.P. CERTIFIED STORMWATER MANAGEMENT INSPECTORS

(3) COMPLETE ALL SWPPP INSPECTION REPORT FORMS REQUIRED FOR THE NPDES PERMIT

TRACKING AND REPORTING

1) SUBMIT A WEEKLY REPORT TO THE DEPARTMENT DOCUMENTING THE DAILY INSPECTIONS AND MAINTENANCE OR REPAIRS TO THE EROSION AND SEDIMENT CONTROL DEVICES. MAINTAIN ALL REQUIRED REPORTS AND COMPLETE ALL SUPPP INSPECTION FORMS.

(2) PREPARATION OF ALL THE REPORTS OF INSPECTION, MAINTENANCE AND REPAIRS REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION, SHALL BE INCLUDED IN THE INDIVIDUAL COSTS OF THE

REVISIONS				DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54788 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26521		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		STORMWATER POLLUTION PREVENTION PLAN (3)		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID				112
				CR 108	NASSAU	439496-1-58-01				

TEMPORARY TRAFFIC CONTROL GENERAL NOTES

1. THE EXISTING POSTED SPEED LIMITS OF 50 MPH AND 60 MPH WILL BE MAINTAINED DURING CONSTRUCTION.
2. COORDINATE THE TCP WITH THE DEPARTMENT, COUNTY AND ADJACENT PROJECTS.
3. PLACE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AT THE FOLLOWING LOCATIONS:

EB CR 108, 100 FT WEST OF S MIDDLE RD
SB US 17, 500 FT NORTH OF CR 108
NB US 17, 500 FT SOUTH OF CR 108

PLACE THE PCMS 7 DAYS PRIOR TO START OF CONSTRUCTION.

MESSAGES ARE AS FOLLOWS (OR AS DIRECTED BY THE ENGINEER):

MESSAGE 1:
CR 108
CONST
BEGIN

MESSAGE 2:
(DAY OF WEEK) @ 9: TUESDAY
(DATE) @ 9: APR 17

MESSAGE 1:
CR 108
CONST
ENDS

MESSAGE 2:
(DAY OF WEEK) @ 9: TUESDAY
(DATE) @ 9: APR 17

AFTER CONSTRUCTION BEGINS, MESSAGES ARE AS FOLLOWS (OR AS DIRECTED BY THE ENGINEER):

MESSAGE PROVIDED SHOULD BE (OR AS DIRECTED BY THE ENGINEER):

MESSAGE 1:
ROAD
WORK
AHEAD

4. AFTER CONSTRUCTION BEGINS, PLACE ONE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) EASTBOUND AND WESTBOUND ON CR 108 1000 FEET IN ADVANCE OF WORK AREA.

5. NOTIFY THE DEPARTMENT AND LOCAL EMERGENCY AGENCIES (POLICE AND FIRE), 24 HOURS IN ADVANCE OF PROPOSED LANE CLOSURES.

TEMPORARY TRAFFIC CONTROL PHASE NOTES

PHASE 1 (ADVANCE NOTIFICATION) (FDOT STANDARD INDEX 102-601 THRU 102-605, AND 102-607)

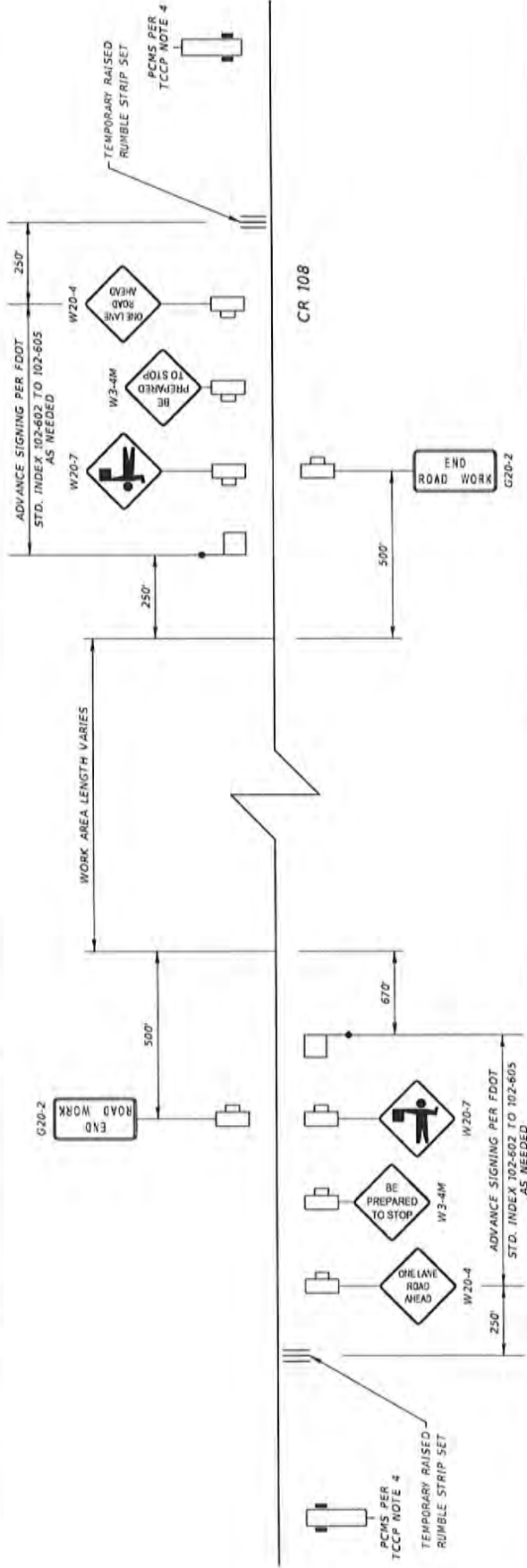
1. PLACE PCMS AS INDICATED IN TTCP GENERAL NOTES 3.

PHASE 11 (FDOT STANDARD INDEX 102-601 THRU 102-605, AND 102-607)

1. INSTALL TEMPORARY EROSION CONTROL DEVICES AND CLEAR & GRUB FOR PROPOSED WORK.
2. UNDER LANE CLOSURES AS NEEDED, MILL & RESURFACE, CONSTRUCT WIDENING, PAVED SHOULDERS, DITCH GRADING, MITERED END SECTIONS, AND SIGNING PER PLAN.

PHASE 111 (FDOT STANDARD INDEX 102-601 THRU 102-605, AND 102-607)

1. UNDER LANE CLOSURES AS NEEDED, CONSTRUCT PAVEMENT MARKINGS



REVISIONS		DATE		DESCRIPTION	
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921					
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY FINANCIAL PROJECT ID CR 108 NASSAU 439496-1-58-01					
TEMPORARY TRAFFIC CONTROL PLAN					SHEET NO. 113

SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101 1	MOBILIZATION	1			
0102 1	MAINTENANCE OF TRAFFIC	1			

DATE		REVISIONS		DEKRE M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY CR 108 NASSAU		SUMMARY OF QUANTITIES		SHEET NO. 50-1
DESCRIPTION		DATE		DESCRIPTION		FINANCIAL PROJECT ID 439496-1-58-01				

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION STA. TO STA.	SIDE	AREA ID	SEDIMENT BARRIER	DESIGN NOTES	CONSTRUCTION REMARKS
P	F	P	F	P	F
513+50.72 TO 513+55.72	LT	25.0	BL SURVEY		
519+41.02 TO 533+20.00	RT	1457.6	BL SURVEY		
526+22.85 TO 536+70.15	LT	47.3	BL SURVEY		
545+68.32 TO 545+73.32	RT	25.0	BL SURVEY		
545+75.33 TO 545+80.33	LT	25.0	BL SURVEY		
549+00.00 TO 558+20.00	RT	920.0	BL SURVEY		
567+80.40 TO 567+85.40	LT	25.0	BL SURVEY		
569+29.47 TO 569+34.47	RT	25.0	BL SURVEY		
569+78.45 TO 569+83.45	LT	25.0	BL SURVEY		
578+20.00 TO 579+20.00	LT	100.0	BL SURVEY		
578+49.53 TO 579+02.57	RT	53.0	BL SURVEY		
593+77.99 TO 593+82.99	RT	25.0	BL SURVEY		
612+63.22 TO 612+68.22	LT	25.0	BL SURVEY		
613+14.88 TO 613+20.14	RT	25.0	BL SURVEY		
619+20.00 TO 621+00.00	RT	180.0	BL SURVEY		
620+16.40 TO 620+67.37	LT	51.0	BL SURVEY		
621+42.77 TO 621+47.83	RT	25.0	BL SURVEY		
621+47.77 TO 623+99.81	RT	252.0	BL SURVEY		
627+62.78 TO 627+67.78	LT	25.0	BL SURVEY		
633+81.39 TO 633+86.39	LT	25.0	BL SURVEY		
638+23.03 TO 638+28.09	RT	25.0	BL SURVEY		
641+39.81 TO 644+40.00	RT	300.2	BL SURVEY		
644+40.00 TO 648+49.98	LT	410.6	BL SURVEY		
645+09.78 TO 645+24.80	RT	25.0	BL SURVEY		
646+97.11 TO 647+02.17	RT	25.0	BL SURVEY		
648+90.03 TO 648+95.29	LT	25.0	BL SURVEY		
651+52.17 TO 651+57.34	RT	25.0	BL SURVEY		
651+64.69 TO 651+70.55	LT	25.0	BL SURVEY		
654+31.74 TO 654+36.86	LT	25.0	BL SURVEY		
656+29.43 TO 656+34.70	LT	25.0	BL SURVEY		
658+83.55 TO 658+88.82	LT	25.0	BL SURVEY		
659+14.82 TO 670+50.95	LT	1148.1	BL SURVEY		
662+20.00 TO 664+48.69	RT	228.7	BL SURVEY		
664+48.69 TO 664+63.69	RT	25.0	BL SURVEY		
664+63.69 TO 665+60.00	RT	96.3	BL SURVEY		
665+89.89 TO 665+95.29	RT	25.0	BL SURVEY		
670+43.36 TO 670+48.36	RT	25.0	BL SURVEY		
670+78.09 TO 670+83.09	LT	25.0	BL SURVEY		
672+16.92 TO 672+21.92	RT	25.0	BL SURVEY		
673+49.74 TO 673+54.74	LT	25.0	BL SURVEY		
674+19.80 TO 674+24.80	RT	25.0	BL SURVEY		
676+08.82 TO 676+13.82	RT	25.0	BL SURVEY		
676+19.36 TO 676+24.36	LT	25.0	BL SURVEY		
677+84.88 TO 677+89.88	LT	25.0	BL SURVEY		
679+01.28 TO 679+06.28	LT	25.0	BL SURVEY		
679+10.58 TO 679+15.58	RT	25.0	BL SURVEY		
SUB-TOTAL:		6069.8			
TOTAL:		12470			

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION STA. TO STA.	SIDE	AREA ID	SEDIMENT BARRIER	DESIGN NOTES	CONSTRUCTION REMARKS
P	F	P	F	P	F
681+73.91 TO 681+79.84	RT	25.0	BL SURVEY		
681+75.49 TO 681+81.22	LT	25.0	BL SURVEY		
683+84.71 TO 683+89.91	RT	25.0	BL SURVEY		
685+10.92 TO 685+16.31	LT	25.0	BL SURVEY		
685+00.16 TO 686+05.41	RT	25.0	BL SURVEY		
687+60.00 TO 689+60.00	RT	258.4	BL SURVEY		
688+35.97 TO 688+84.27	LT	49.2	BL SURVEY		
690+98.65 TO 691+04.29	RT	25.0	BL SURVEY		
692+05.83 TO 692+11.39	LT	25.0	BL SURVEY		
692+96.97 TO 693+01.97	RT	25.0	BL SURVEY		
695+24.09 TO 695+29.09	RT	25.0	BL SURVEY		
700+82.63 TO 700+88.19	LT	25.0	BL SURVEY		
702+71.38 TO 702+76.38	RT	25.0	BL SURVEY		
702+91.60 TO 702+96.60	LT	25.0	BL SURVEY		
705+06.04 TO 705+11.04	RT	25.0	BL SURVEY		
707+00.00 TO 708+60.00	RT	166.0	BL SURVEY		
709+52.82 TO 709+58.01	LT	25.0	BL SURVEY		
710+47.13 TO 710+52.23	RT	25.0	BL SURVEY		
713+00.00 TO 715+00.00	LT	182.9	BL SURVEY		
713+00.00 TO 715+00.00	RT	207.5	BL SURVEY		
719+20.00 TO 721+60.00	LT	240.0	BL SURVEY		
720+98.61 TO 721+13.00	RT	25.0	BL SURVEY		
722+54.47 TO 722+59.47	RT	25.0	BL SURVEY		
724+73.37 TO 724+78.37	RT	25.0	BL SURVEY		
725+14.70 TO 725+62.14	RT	25.0	BL SURVEY		
727+16.73 TO 727+21.73	RT	25.0	BL SURVEY		
728+80.44 TO 728+85.44	RT	25.0	BL SURVEY		
731+05.61 TO 731+10.61	RT	25.0	BL SURVEY		
732+29.56 TO 732+34.56	RT	25.0	BL SURVEY		
746+58.57 TO 746+63.92	RT	25.0	BL SURVEY		
750+95.09 TO 751+00.78	RT	25.0	BL SURVEY		
752+85.87 TO 752+91.55	RT	25.0	BL SURVEY		
753+38.11 TO 753+43.21	LT	25.0	BL SURVEY		
758+37.55 TO 758+43.23	RT	25.0	BL SURVEY		
758+50.25 TO 758+55.25	LT	25.0	BL SURVEY		
764+23.33 TO 764+28.33	LT	25.0	BL SURVEY		
767+08.86 TO 767+13.86	LT	25.0	BL SURVEY		
768+47.33 TO 768+52.33	LT	25.0	BL SURVEY		
786+67.21 TO 786+72.71	RT	25.0	BL SURVEY		
806+00.00 TO 808+00.00	RT	203.2	BL SURVEY		
805+68.85 TO 806+94.32	LT	35.0	BL SURVEY		
810+72.38 TO 810+77.38	RT	25.0	BL SURVEY		
823+05.97 TO 823+11.49	RT	25.0	BL SURVEY		
826+52.37 TO 826+57.46	LT	25.0	BL SURVEY		
848+05.17 TO 848+10.17	LT	25.0	BL SURVEY		
852+95.63 TO 853+00.63	RT	25.0	BL SURVEY		
854+20.75 TO 854+25.75	LT	25.0	BL SURVEY		
SUB-TOTAL:		2327.2			

DEREK M. GIL, P.E.
P.E. LICENSE NUMBER 54798
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605
CERTIFICATE OF AUTHORIZATION NO. 26921

REVISIONS
DATE DESCRIPTION

BOARD OF COUNTY COMMISSIONERS
COUNTY
CR 108
NASSAU
439496+58-01

SUMMARY OF QUANTITIES

SHEET NO.

50-2

2/19/2020 2:06:05 PM P:\PROJECTS\2019\2020\NASSAU\50-2\50-2.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES							
LOCATION STA. TO STA.	SIDE ID	AREA	SEDIMENT BARRIER			DESIGN NOTES	CONSTRUCTION REMARKS
			P	LF			
				10	3		
858+25.26 TO 858+30.76	RT		25.0			BL SURVEY	
864+40.00 TO 865+40.00	RT		97.9			BL SURVEY	
864+91.99 TO 865+06.76	LT		25.0			BL SURVEY	
885+00.00 TO 885+80.00	RT		79.2			BL SURVEY	
885+21.99 TO 885+36.90	LT		25.0			BL SURVEY	
887+26.06 TO 887+31.06	LT		25.0			BL SURVEY	
895+63.12 TO 895+68.12	LT		25.0			BL SURVEY	
897+84.50 TO 897+89.50	LT		25.0			BL SURVEY	
900+29.39 TO 900+34.39	RT		25.0			BL SURVEY	
901+40.00 TO 902+20.00	RT		80.0			BL SURVEY	
901+70.53 TO 901+85.53	LT		25.0			BL SURVEY	
906+78.17 TO 906+83.17	LT		25.0			BL SURVEY	
914+75.48 TO 914+80.48	LT		25.0			BL SURVEY	
914+75.78 TO 914+80.78	RT		25.0			BL SURVEY	
917+20.00 TO 923+95.68	LT		708.6			BL SURVEY	
917+20.00 TO 924+00.00	RT		710.4			BL SURVEY	
927+00.00 TO 934+40.00	LT		756.9			BL SURVEY	
927+04.31 TO 934+40.00	RT		752.2			BL SURVEY	
939+20.00 TO 941+00.00	RT		180.0			BL SURVEY	
939+79.14 TO 939+84.14	LT		25.0			BL SURVEY	
959+96.75 TO 960+01.75	LT		25.0			BL SURVEY	
960+16.48 TO 960+31.48	LT		25.0			BL SURVEY	
961+30.00 TO 961+35.00	RT		25.0			BL SURVEY	
975+94.38 TO 975+99.38	LT		25.0			BL SURVEY	
986+42.69 TO 986+47.69	LT		25.0			BL SURVEY	
996+80.00 TO 999+40.00	LT		260.0			BL SURVEY	
997+81.87 TO 997+96.87	RT		25.0			BL SURVEY	
SUB-TOTAL			4073.2				

SUMMARY OF EARTHWORK					
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	430.5			
0120 6	EMBANKMENT	1163.5			

EARTHWORK HAS BEEN CALCULATED USING THE LINEROCK BASE OPTION

				DEREK M. GIL P.E. P.E. LICENSE NUMBER 80798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921	NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS	Road No.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
						CR 108	NASSAU	439496-158-01	50-3

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.					P	F	P	F		
285701	OPTIONAL BASE, BASE GROUP 01	1603+11.00 TO 1608+22.00		LT	32148	SY	360.5		7043		CL CONST. 1	
		1603+11.00 TO 1608+22.00		RT	32161		132.6				CL CONST. 1	
		1614+47.00 TO 1620+33.00		RT	32242		413.1				CL CONST. 2	
		1614+47.00 TO 1620+33.00		LT	32228		151.5				CL CONST. 2	
		1646+13.00 TO 1655+71.00		RT	32263		247.7				CL CONST. 3	
		1646+13.00 TO 1655+71.00		LT	32275		675.0				CL CONST. 3	
		1685+00.00 TO 1693+23.00		RT	34097		211.5				CL CONST. 3	
		1685+00.00 TO 1693+23.00		LT	34088		583.5				CL CONST. 3	
		1705+53.00 TO 1717+00.00		LT	34138		296.3				CL CONST. 3	
		1705+53.00 TO 1717+00.00		RT	34107		814.5				CL CONST. 3	
		1745+48.00 TO 1750+39.98		RT	34307		127.3				CL CONST. 4	
		1745+48.00 TO 1750+40.01		LT	34294		346.5				CL CONST. 4	
		1805+20.00 TO 1812+87.00		LT	34186		197.8				CL CONST. 5	
		1805+20.00 TO 1812+87.00		RT	34172		541.9				CL CONST. 5	
		1828+80.00 TO 1839+10.00		LT	34337		264.7				CL CONST. 6	
		1828+80.00 TO 1839+10.00		RT	34320		729.8				CL CONST. 6	
		1859+56.00 TO 1869+40.00		LT	34362		695.3				CL CONST. 7	
		1859+56.00 TO 1869+40.00		RT	34389		253.7				CL CONST. 7	
		500+27.46 TO 603+11.02		LT/RT	30471	SY	40222.6		159580		BL SURVEY	
		608+22.01 TO 614+47.00		LT/RT	34551		2317.9				BL SURVEY	
		620+33.14 TO 646+13.03		LT/RT	34611		9641.3				BL SURVEY	
		655+70.84 TO 684+59.66		LT/RT	34666		10913.2				BL SURVEY	
		693+22.42 TO 705+52.44		LT/RT	34746		4556.4				BL SURVEY	
		717+01.28 TO 744+08.01		LT/RT	34771		10120.2				BL SURVEY	
0327 7 6	WILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	749+00.00 TO 805+20.02		LT/RT	34810		20945.0				BL SURVEY	
		812+87.25 TO 826+80.02		LT/RT	34929		5168.5				BL SURVEY	
		837+10.67 TO 857+56.01		LT/RT	34937		7621.7				BL SURVEY	
		867+40.12 TO 924+18.49		LT/RT	34942		20839.2				BL SURVEY	
		926+59.49 TO 1000+58.93		LT/RT	30517		27233.6				BL SURVEY	
		1603+11.00 TO 1608+22.00		LT/RT	34956	SY	1590.3		22666		CL CONST. 1	
		1614+47.00 TO 1620+33.00		LT/RT	34967		1822.5				CL CONST. 2	
		1646+13.00 TO 1655+71.00		LT/RT	34980		2977.5				CL CONST. 3	
		1685+00.00 TO 1693+23.00		LT/RT	34995		2557.9				CL CONST. 3	
		1705+53.00 TO 1717+00.00		LT/RT	35002		3562.1				CL CONST. 4	
		1745+48.00 TO 1750+40.02		LT/RT	35024		1530.4				CL CONST. 4	
		1805+20.00 TO 1812+87.00		LT/RT	35037		2384.8				CL CONST. 5	
0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76-22	1828+80.00 TO 1839+10.00		LT/RT	35050		3201.3				CL CONST. 6	
		1859+56.00 TO 1869+40.00		LT/RT	35072		3059.4				CL CONST. 7	
		1603+11.00 TO 1608+22.00		LT		TN	32.77		756.3		CL CONST. 1 OVERBUILD	
		1614+47.00 TO 1620+33.00		RT			85.40				CL CONST. 2 OVERBUILD	
		1646+13.00 TO 1655+71.00		LT			136.60				CL CONST. 3 OVERBUILD	
		1685+00.00 TO 1693+23.00		LT			74.23				CL CONST. 3 OVERBUILD	
		1705+53.00 TO 1717+00.00		RT			94.23				CL CONST. 4 OVERBUILD	
		1744+08.00 TO 1749+00.00		LT			54.47				CL CONST. 4 OVERBUILD	
		1805+20.00 TO 1812+87.00		RT			61.93				CL CONST. 5 OVERBUILD	
		1826+80.00 TO 1837+10.00		LT			120.86				CL CONST. 6 OVERBUILD	
		1857+56.00 TO 1867+40.00		LT			95.81				CL CONST. 7 OVERBUILD	
		0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, PG 76-22	500+27.46 TO 603+11.02		LT/RT	35123	TN	2212.95		8776.9	
608+22.01 TO 614+47.00				LT/RT	35151		127.48				BL SURVEY	
620+33.14 TO 646+13.03				LT/RT	35165		530.27				BL SURVEY	

REVISIONS		DEREK M. GIL P.E. P.E. LICENSE NUMBER 34798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		FINANCIAL PROJECT ID		SHEET NO.
DATE	DESCRIPTION	DATE		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 108	NASSAU	4394961-58-01		50-4

SUMMARY OF QUANTITIES

SUMMARY OF PAVEMENT

SUMMARY OF PAVEMENT												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.		SIDE	AREA ID	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
							P	F	P	F		
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22 (CONT'D)	655+70.84 TO 684+59.66	LT/RT	35208	TN	600.2					BL SURVEY	
		693+22.42 TO 705+52.44	LT/RT	35288		250.60					BL SURVEY	
		717+01.28 TO 744+08.01	LT/RT	35313		556.61					BL SURVEY	
		749+00.00 TO 805+20.02	LT/RT	35347		1151.97					BL SURVEY	
		812+87.25 TO 826+80.02	LT/RT	35451		284.27					BL SURVEY	
		837+10.67 TO 857+56.01	LT/RT	35459		419.19					BL SURVEY	
		867+40.12 TO 924+18.49	LT/RT	35464		1146.15					BL SURVEY	
		926+59.49 TO 1000+58.93	LT/RT	35478		1497.85					BL SURVEY	
0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	1603+11.00 TO 1608+22.00	LT/RT	36584	TN	168.6			2408.5		CL CONST. 1	
		1614+47.00 TO 1620+33.00	LT/RT	36642		193.38					CL CONST. 2	
		1646+12.98 TO 1655+71.00	LT/RT	36697		316.14					CL CONST. 3	
		1685+00.00 TO 1693+23.00	LT/RT	36750		271.78					CL CONST. 3	
		1705+53.00 TO 1717+00.00	LT/RT	36800		378.51					CL CONST. 3	
		1745+48.00 TO 1750+40.02	LT/RT	36841		162.36					CL CONST. 4	
		1805+20.00 TO 1812+87.00	LT/RT	36897		253.11					CL CONST. 5	
		1833+94.37 TO 1833+94.37	LT	37015		339.90					CL CONST. 6	
		1864+46.18 TO 1864+46.18	RT	37072		324.71					CL CONST. 7	

SUMMARY OF MISCELLANEOUS ASPHALT PAVEMENT

LOCATION	SIDE	AREA ID	THICK (IN)	UNDER GUARDRAIL		DESIGN NOTES	CONSTRUCTION REMARKS
				0339	I		
STA. TO STA.				TN			
				P	F		
1686+39.69 TO 1689+56.60	RT	35655	2	17.30			
1687+36.40 TO 1690+68.00	LT	35650	2	16.78			
SUB-TOTAL:				34.08			
TOTAL:				34.11			

DATE		DESCRIPTION		REVISONS		DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921		BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY CR 108		FINANCIAL PROJECT ID 439496+58-01		SUMMARY OF QUANTITIES		SHEET NO. 50-5	
								NASSAU COUNTY		2/19/2020					

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

LOCATION										PIPE LENGTH - LF				MES - EA				DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.										ROUND (04301741CC*)				ROUND (04309841XX*)					
										BACK		AHEAD		18"		24"			
SIDE		OFFSET	£	OFFSET	£	P	F	P	F	P	F	P	F	P	F				
1648+51.50 TO 1648+83.50		LT	38.3	7.2	38.6	7.5				24						2	CL CONST. 3		
1651+33.00 TO 1651+61.50		LT	35.8	7.9	38.5	8.0	21									2	CL CONST. 3		
SUB-TOTAL:										21		24			2		2		
TOTAL:										21		24			2		2		

* FOR PAY ITEMS, CC = THE PIPE SIZE. XX = 25 FOR (18") AND 29 FOR (24")

SUMMARY OF GUARDRAIL

LOCATION	SIDE	GUARDRAIL W/B-EAM, GENERAL, (TL-3)		GUARDRAIL REMOVAL		GUARDRAIL END TREATMENT - TRAILING ANCHORAGE		GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL		DESIGN NOTES	CONSTRUCTION REMARKS
		LF	P	LF	P	EA	P	EA	P		
1686+50.00 TO 1689+50.60	RT	336.4								CL CONST. 3	
1687+42.40 TO 1690+58.00	LT	319.4								CL CONST. 3	
1687+69.15 TO 1689+50.67	RT		179.5							CL CONST. 3	
1687+71.50 TO 1689+48.86	LT		180.4							CL CONST. 3	
1687+42.40	LT									CL CONST. 3	
1689+90.60	RT									CL CONST. 3	
1686+50.00	RT									CL CONST. 3	
1690+58.00	LT									CL CONST. 3	
SUB-TOTAL:		655.8		359.9		2		2			
TOTAL:		656		360		2		2			

DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54798 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 26921 NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY C.R. 108 NASSAU FINANCIAL PROJECT ID 439496-1-58-01									
SUMMARY OF QUANTITIES 2/19/2020 8:06:06 PM 2/19/2020 8:06:06 PM									
SHEET NO. 50-6									

SUMMARY OF PERFORMANCE TURF									
LOCATION STA. TO STA.		SIDE	AREA ID	PERFORMANCE TURF (SOD)			DESIGN NOTES	CONSTRUCTION REMARKS	
				P	SY	F			
1603+11.00 TO 1608+22.00	RT	33429	454.9			CL CONST. 1			
1603+11.00 TO 1608+22.00	LT	33421	424.8			CL CONST. 1			
1614+47.00 TO 1619+45.22	LT	33441	554.9			CL CONST. 2			
1614+47.00 TO 1619+45.41	RT	33448	314.3			CL CONST. 2			
1646+13.00 TO 1646+66.97	RT	33573	28.3			CL CONST. 3			
1646+13.00 TO 1648+55.77	LT	33475	470.5			CL CONST. 3			
1646+82.39 TO 1651+18.38	RT	33578	211.1			CL CONST. 3			
1648+75.05 TO 1651+45.20	LT	33563	759.3			CL CONST. 3			
1651+32.09 TO 1655+71.00	RT	33584	173.7			CL CONST. 3			
1651+32.23 TO 1653+97.65	LT	33504	660.7			CL CONST. 3			
1654+13.70 TO 1656+33.16	LT	33795	520.5			CL CONST. 3			
1685+00.00 TO 1685+70.23	RT	33609	10.1			CL CONST. 3			
1685+00.00 TO 1685+70.23	LT	33692	35.1			CL CONST. 3			
1685+57.41 TO 1691+78.75	LT	37144	1458.5			CL CONST. 3			
1685+84.91 TO 1690+30.25	RT	33749	225.6			CL CONST. 3			
1690+51.89 TO 1692+74.56	RT	33654	75.0			CL CONST. 3			
1691+98.75 TO 1693+23.00	LT	33642	40.2			CL CONST. 3			
1692+85.47 TO 1693+23.00	RT	33648	12.1			CL CONST. 3			
1705+53.00 TO 1709+17.77	LT	33783	171.7			CL CONST. 3			
1705+53.00 TO 1710+22.89	RT	33789	299.7			CL CONST. 3			
1709+41.70 TO 1717+00.00	LT	33769	356.0			CL CONST. 3			
1710+34.66 TO 1717+00.00	RT	33776	1089.5			CL CONST. 3			
1745+48.00 TO 1748+20.56	RT	33833	98.4			CL CONST. 4			
1745+48.00 TO 1750+40.00	LT	33815	255.8			CL CONST. 4			
1748+33.35 TO 1750+40.00	RT	33824	73.1			CL CONST. 4			
1805+20.00 TO 1810+40.50	RT	33844	712.3			CL CONST. 5			
1805+20.00 TO 1812+87.00	LT	33867	266.4			CL CONST. 5			
1810+55.55 TO 1812+87.00	RT	33882	697.3			CL CONST. 5			
1828+80.00 TO 1839+10.00	RT	33938	974.7			CL CONST. 6			
1828+85.19 TO 1839+10.00	LT	33893	424.5			CL CONST. 6			
1859+56.00 TO 1860+48.47	RT	33976	27.1			CL CONST. 7			
1859+56.00 TO 1869+40.00	LT	33959	942.3			CL CONST. 7			
1860+75.06 TO 1869+40.00	RT	33967	285.1			CL CONST. 7			
SUB-TOTAL:			13103.5						
TOTAL:			13103						

REVISIONS		DEREK M. GIL, P.E. P.E. LICENSE NUMBER 54788 ELEMENT ENGINEERING GROUP 1713 E. 9th AVENUE TAMPA, FL 33605 CERTIFICATE OF AUTHORIZATION NO. 76921		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		SUMMARY OF QUANTITIES		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	50-7	
				CR 108	NASSAU	439496-1-58-01		
				2/18/2020 8:06:06 PM P:\UT\132N\3 CR108\CAD\ENR15801\summary\Summary0001.dgn				

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TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET													
			43		44		45		46		47		48		49		50		PLAN	FINAL										
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL												
546-72-2	GROUND-IN RUMBLE STRIPS, 8" CYLINDRICAL	GM													0.094			0.204		0.174			0.128					0.600		
700-7-11	SINGLE POST SIGN (F&I) (GROUND MOUNT) (UP TO 12 SF)	AS	7		5			5							1								1				19		2	
700-7-12	SINGLE POST SIGN (F&I) (GROUND MOUNT) (12-20 SF)	AS													1													2		8
700-7-60	SINGLE POST SIGN (REMOVE)	AS	2		1			1							2															
700-2-60	MULTI-POST SIGN (REMOVE)	AS																												
700-13-12	RETROREFLECTIVE SIGN STRIP (F&I) (2")	EA	10		8			8																			26		4	
700-13-15	RETROREFLECTIVE SIGN STRIP (F&I) (5")	EA	2		1			1																						
701-18-101	PROFILED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (WHITE) (SOLID) (6")	GM	0.424		0.424			0.349							0.424												1.197			
701-18-201	PROFILED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (SOLID) (6")	GM	0.394		0.424			0.217							0.394												1.035			
701-18-221	PROFILED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (10/30 SKIP) (6")	GM	0.030					0.129							0.030												0.159			
705-10-1	OBJECT MARKER (TYPE 1)	EA																32		32						64				
705-10-2	OBJECT MARKER (TYPE 2)	EA																2		2						4				
705-10-3	OBJECT MARKER (TYPE 3)	EA																												
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS																												
-	RETRO-REFLECTIVE PAVEMENT MARKER (10/12")	EA																50		57						197				
-	RETRO-REFLECTIVE PAVEMENT MARKER (12/14")	EA	4					22							3			8		3						69				
-	RETRO-REFLECTIVE PAVEMENT MARKER (14/16")	EA																												
-	RETRO-REFLECTIVE PAVEMENT MARKER (16/18")	EA																												
-	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (6")	EA	52		56			34							28			48		53						326				
-	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (18")	GM	0.424		0.424			0.425							0.424			0.406		0.346						3.297				
-	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (24")	LF													66			89		99						350				
-	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (MESSAGE OR SYMBOL) (R&R)	EA																												
-	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (ARROWS) (LEFT)	EA																												
-	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (SOLID) (6")	GM	0.394		0.424			0.255							0.098			0.345		0.320						1.984				
-	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (SOLID) (18") (FOR DIAGONALS AND CHEVRONS)	LF						0.167							0.213			0.061		0.023						0.920				
-	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (10/30 SKIP) (6")	GM	0.030																											
711-11-124	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (18") (FOR DIAGONALS AND CHEVRONS)	LF													66			89		99						350				
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24") (FOR STOP LINE)	LF																												
711-11-160	THERMOPLASTIC (STANDARD) (WHITE) (MESSAGE OR SYMBOL) (R&R)	EA																												
711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROWS) (LEFT)	EA																												
711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18") (FOR DIAGONALS OR CHEVRONS)	LF						0.076							0.424			0.406		0.346						2.100				
711-16-101	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (6")	GM						0.038							0.098			0.345		0.320						0.949				
711-16-201	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	GM						0.038							0.213			0.061		0.023						0.767				
711-16-231	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (10/30 SKIP) (6")	GM																												
713-103-101	PERMANENT TAPE (WHITE) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM																0.019		0.079						0.098				
713-103-201	PERMANENT TAPE (YELLOW) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM																									0.098			

* THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE). LUMP SUM - ITEM NO. 710-90. THE QUANTITIES SHOWN ARE FOR ONE APPLICATION; SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATIONS REQUIRED.

DATE		DESCRIPTION		REVISED		DATE		DESCRIPTION	

DATE		DESCRIPTION		REVISED		DATE		DESCRIPTION	

DATE		DESCRIPTION		REVISED		DATE		DESCRIPTION	

DATE		DESCRIPTION		REVISED		DATE		DESCRIPTION	

DATE		DESCRIPTION		REVISED		DATE		DESCRIPTION	

DATE		DESCRIPTION		REVISED		DATE		DESCRIPTION	

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DATE		DESCRIPTION		REVISED		DATE		DESCRIPTION	

		REVISED		DATE		DESCRIPTION		DATE		DESCRIPTION	

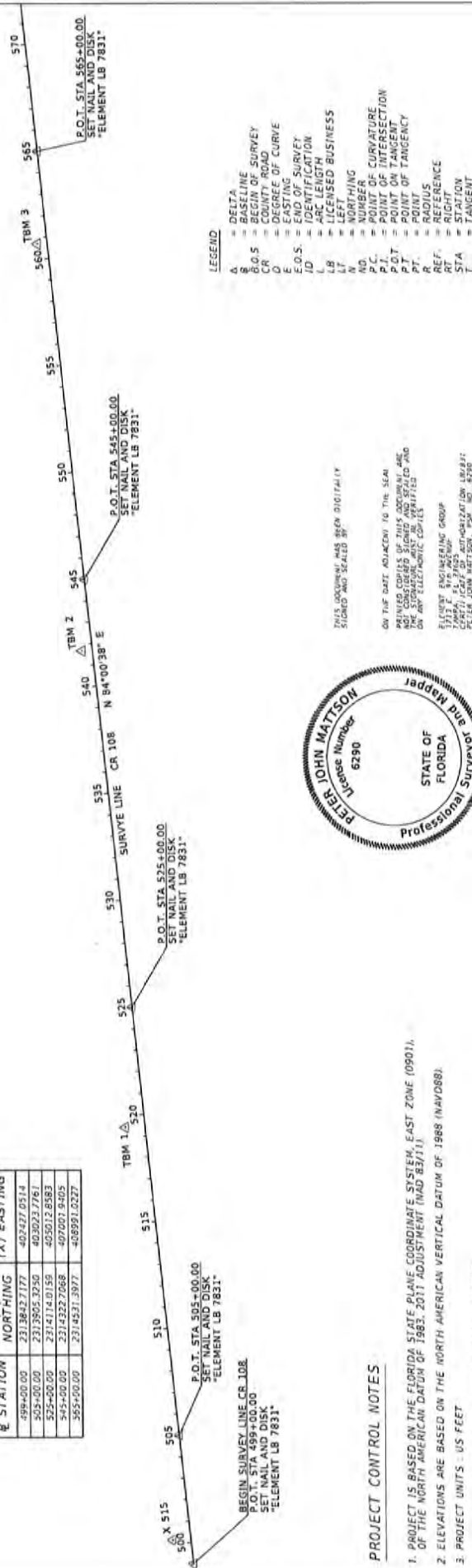
TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL	
			51		52		53		54		55		56		PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
546-12-2	GROUND IN RUMBLE STRIPS, 8" CYLINDRICAL	GM														0.600
700-1-11	SINGLE POST SIGN (F&I) (GROUND MOUNT) (UP TO 12 SF)	AS									2		1			82
700-1-12	SINGLE POST SIGN (F&I) (GROUND MOUNT) (12-20 SF)	AS									2					2
700-1-60	SINGLE POST SIGN (REMOVE)	AS									2		4			48
700-2-60	MULTI-POST SIGN (REMOVE)	AS														2
700-13-12	RETROREFLECTIVE SIGN STRIP (F&I) (2")	EA														74
700-13-15	RETROREFLECTIVE SIGN STRIP (F&I) (5")	EA														14
701-18-101	PROFLED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (WHITE) (SOLID) (6")	GM														8.663
701-18-201	PROFLED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (SOLID) (6")	GM														4.763
701-18-221	PROFLED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (10/30 SKIP) (6")	GM														2.910
705-10-1	OBJECT MARKER (TYPE 1)	EA											3			9
705-10-2	OBJECT MARKER (TYPE 2)	EA														64
705-10-3	OBJECT MARKER (TYPE 3)	EA														4
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS														1
711-11-125	RETRO-REFLECTIVE PAVEMENT MARKER (HD/HD)	EA														197
711-11-160	RETRO-REFLECTIVE PAVEMENT MARKER (HD/IR)	EA														436
711-11-170	RETRO-REFLECTIVE PAVEMENT MARKER (W/IR)	EA														28
711-11-224	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (6")	EA	28		28		28		28		44				156	1617
711-11-224	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (18")	EA	0.424		0.424		0.424		0.424		0.333				2.029	18.834
711-11-224	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (24")	EA									24				24	350
711-11-224	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (MESSAGE OR SYMBOL) (R&R)	EA									1				1	1
711-18-101	PAINTED PAVEMENT MARKINGS (STANDARD) (WHITE) (ARROW) (LEFT)	EA									0.333				0.333	8.384
711-18-101	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (SOLID) (6")	GM													168	168
711-18-231	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (SOLID) (18") (FOR DIAGONALS AND CHEVRONS)	GM	0.213		0.213		0.213		0.213		0.213				0.852	6.987
711-18-231	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (10/30 SKIP) (6")	GM														350
713-103-101	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (18") (FOR DIAGONALS AND CHEVRONS)	LF									24				24	24
713-103-201	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24") (FOR STOP LINE)	LF									1				1	1
713-103-201	THERMOPLASTIC (STANDARD) (WHITE) (MESSAGE OR SYMBOL) (R&R)	EA														6
713-103-201	THERMOPLASTIC (STANDARD) (WHITE) (ARROW) (LEFT)	EA														168
713-103-201	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18") (FOR DIAGONALS OR CHEVRONS)	LF									0.333				2.029	10.170
713-103-201	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (6")	GM	0.424		0.424		0.424		0.424		0.333				0.622	3.622
713-103-201	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	GM									0.333				0.622	3.622
713-103-201	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (10/30 SKIP) (6")	GM	0.213		0.213		0.213		0.213		0.213				0.852	4.077
713-103-201	PERMANENT TAPE (WHITE) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM														0.008
713-103-201	PERMANENT TAPE (YELLOW) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM														0.008
* THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE). LUMP SUM - ITEM NO. 710-90. THE QUANTITIES SHOWN ARE FOR ONE APPLICATION; SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATIONS REQUIRED.																
			NASSAU COUNTY										SUMMARY OF QUANTITIES			
			BOARD OF COUNTY COMMISSIONERS				COUNTY				FINANCIAL PROJECT ID		SHEET NO.			
			ROAD NO.				CR 108				439496-1-58-01		SQ-13			
			DEREK M. GIL P.E.				P.E. LICENSE NUMBER 54788				ELEMENT ENGINEERING GROUP		2/19/2020			
			1713 E. 8th AVENUE				TAMPA, FL 33605				CERTIFICATE OF AUTHORIZATION NO. 26921		2/19/2020			
			REVISED				DATE				DESCRIPTION		8:06 PM			



VERTICAL CONTROL								
CONTROL POINT	STATION	OFFSET	DESCRIPTION	(Y) NORTHING	(X) EASTING	(Z) ELEVATION	LATITUDE	LONGITUDE
x 515	500+17.9	64.4' LT	FOUND 12" DIAMETER CONCRETE MONUMENT WITH BRASS FIDEL DISK STAMPED "X 515 2001"	2313919.000	403537.600	23.410	30°41'45.13112"	81°48'24.98039"
	519+44.7	46.3' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2314101.875	404155.816	19.523	30°41'41.07685"	81°48'03.02847"
	521+69.8	47.5' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2314325.493	406668.611	19.801	30°41'49.54457"	81°47'37.70272"
	500+21.5	46.9' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2314333.281	408560.011	19.152	30°41'51.63402"	81°47'16.01662"

SURVEY LINE CONTROL		
Q STATION	(Y) NORTHING	(X) EASTING
499+00.00	231384.27	403427.0514
505+00.00	231395.05	403002.8758
525+00.00	231414.01	403012.8583
545+00.00	231432.27	407001.9405
565+00.00	231453.31	408992.0227



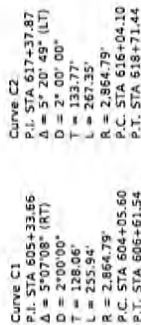
PROJECT CONTROL NOTES

1. PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (190911), OF THE NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT TIAW 85/11.
2. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. PROJECT UNITS - US FEET
4. FIELD BOOK REFERENCES - FIELD BOOKS - D2P8J3
5. ELECTRONIC DATABASE - GEOPAK "JOB108 GPK"
6. THIS SHEET NOT COMPLETE WITHOUT SHEETS CIL-1 THRU CIL-10.

NOTE: ITEMS IN QUOTATION - " - IS STAMPED ON CAR OR DISK.

REVISIONS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS				PROJECT NETWORK CONTROL	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY			FINANCIAL PROJECT ID
					CR 105	NASSAU	439496+38-01	
		Peter J. Mattson, PSM Florida License No. 6290 Element Engineering Group 7713 E. 3rd Avenue Tampa, FL 33605 Certificate of Authorization LB7831					CTL-1	

NOT TO SCALE
NORTH

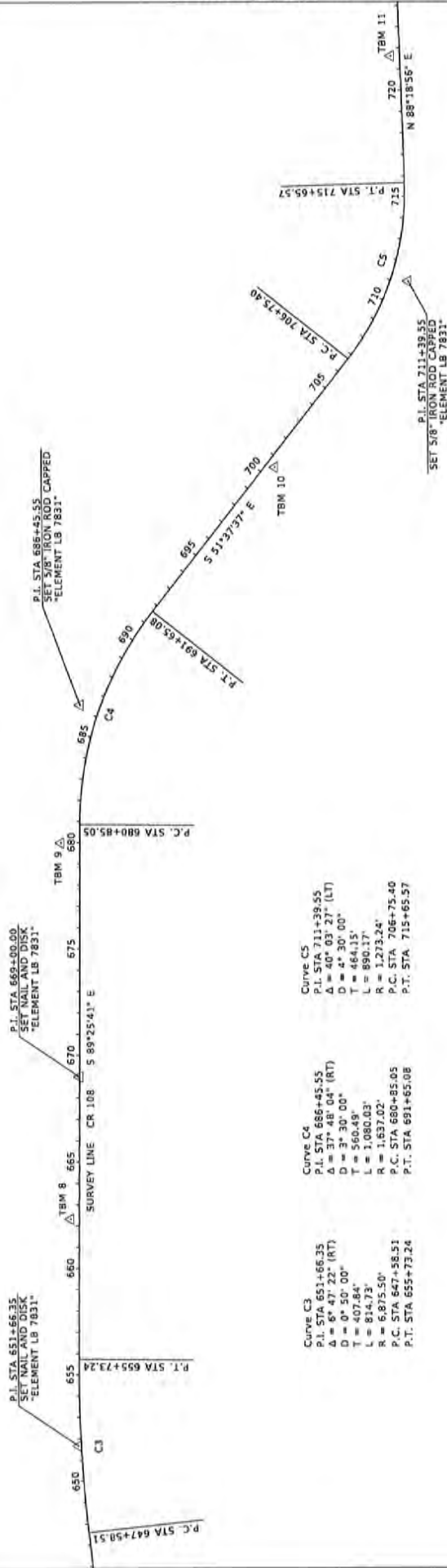


VERTICAL CONTROL								
CONTROL POINT	STATION	OFFSET	DESCRIPTION	(Y) NORTHING	(X) EASTING	(Z) ELEVATION	LATITUDE	LONGITUDE
TBM 4	579+41.7	41.6" LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2314723.226	410420.550	16.178	30°41'53.63402"	81°46'29.45564"
TBM 5	601+55.0	40.4" LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2314953.979	412631.808	14.760	30°41'56.07831"	81°46'54.76306"
TBM 6	621+32.0	39.3" LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2315062.330	414594.665	10.307	30°41'57.18531"	81°46'06.08244"
			SET RAILROAD SPIKE IN WOOD POWER POLE	2315298.935	416575.670	9.016	30°41'59.68312"	81°45'42.02139"

SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

[illegible]

PROJECT CONTROL POINTS
SURVEY LINE CR 108
SECTIONS 9, 10, 11, 12 & 40 TOWNSHIP 3 NORTH, RANGE 25 EAST
SECTIONS 7, 8, 9, 10, 11, 14 & 41 TOWNSHIP 3 NORTH, RANGE 26 EAST
NASSAU COUNTY, FLORIDA



Curve C3
P.I. STA 651+66.35
Δ = 91° 22' 00" (RT)
D = 3" 30' 00"
T = 607.84'
L = 814.73'
R = 6,875.50'
P.C. STA 647+58.51
P.T. STA 655+73.24

Curve C4
P.I. STA 686+45.55
Δ = 37° 08' 04" (RT)
D = 3" 30' 00"
T = 560.48'
L = 1,080.03'
R = 1,537.02'
P.C. STA 680+85.05
P.T. STA 691+65.08

Curve C5
P.I. STA 711+39.55
Δ = 40° 03' 27" (LT)
D = 4" 30' 00"
T = 464.15'
L = 890.17'
R = 1,273.24'
P.C. STA 706+75.40
P.T. STA 715+65.57

VERTICAL CONTROL

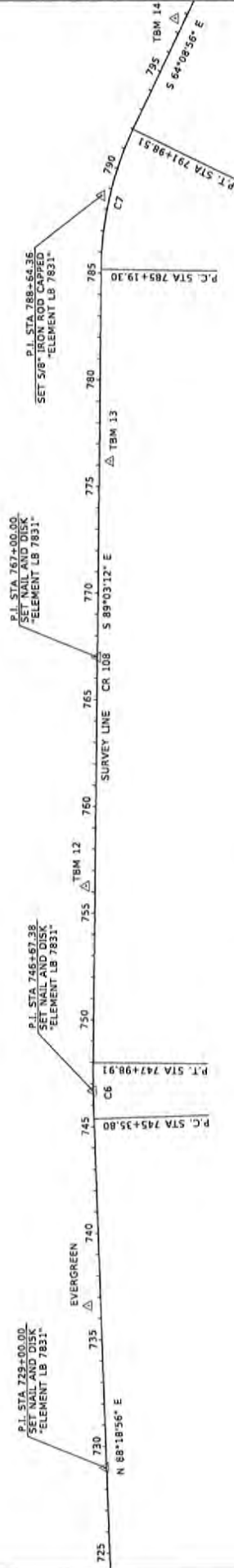
CONTROL POINT	STATION	OFFSET	DESCRIPTION	(N) NORTHING	(E) EASTING	(Z) ELEVATION	LATITUDE	LONGITUDE
TBM 8	663+31.8	39.9' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	231537.1163	418682.168	7.488	30°42'00" 61.561"	81°45'20" 19.195"
TBM 9	680+23.9	41.5' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	231535.870	420474.228	14.027	30°42'00" 57.333"	81°44'59" 66.550"
TBM 10	700+56.1	38.9' RT	SET RAILROAD SPIKE IN WOOD POWER POLE	2314374.407	422210.814	14.169	30°41'50" 68.386"	81°44'39" 70.135"
TBM 11	721+62.4	42.9' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2313807.571	424141.999	23.326	30°41'45" 49.997"	81°44'17" 54.065"

SURVEY LINE CONTROL			
STATION	NORTHING (Y)	EASTING (X)	
651+66.35	231534.19276	417615.4141	
660+00.00	2315324.6129	419349.9295	
686+45.54	2315307.1869	421095.3907	
711+39.55	231373.335390	423082.7629	

SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

REVISIONS		PROJECT NETWORK CONTROL		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	CTL-3
REVISED BY: J. MORTON, PSM Florida License No. 6290 Element Engineering Group 1713 E. 9th Avenue Tampa, FL 33605 Certificate of Authorization LB1831		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. CR 108 COUNTY NASSAU FINANCIAL PROJECT ID 439496-438-01		2/19/2020 3:26:19 PM P:\2020\NASSAU\PROJECTS\CR108\NASSAU_CTL-003.DWG

PROJECT CONTROL POINTS
SURVEY LINE CR 108
SECTIONS 9, 10, 11, 12 & 40 TOWNSHIP 3 NORTH, RANGE 25 EAST
SECTIONS 7, 8, 9, 10, 11, 14 & 41 TOWNSHIP 3 NORTH, RANGE 26 EAST
NASSAU COUNTY, FLORIDA



Curve C5
P.I. STA 746+67.38
Δ = 24° 54' 18" (RT)
D = 31' 40" 00"
T = 131.58'
L = 263.11'
R = 5,779.58'
P.C. STA 745+35.80
P.T. STA 747+98.91

Curve C7
P.I. STA 788+64.36
Δ = 24° 54' 18" (RT)
D = 31' 40" 00"
T = 345.06'
L = 679.21'
R = 1,562.81'
P.C. STA 785+19.30
P.T. STA 791+98.51

SURVEY LINE CONTROL			
Q STATION	NORTHING (Y)	(X) EASTING	
739+00.00	2313786.4083	424880.5604	
746+67.38	2313838.3604	426647.1720	
767+00.00	2313804.7777	428679.5655	
788+64.36	2313769.0192	430843.6291	

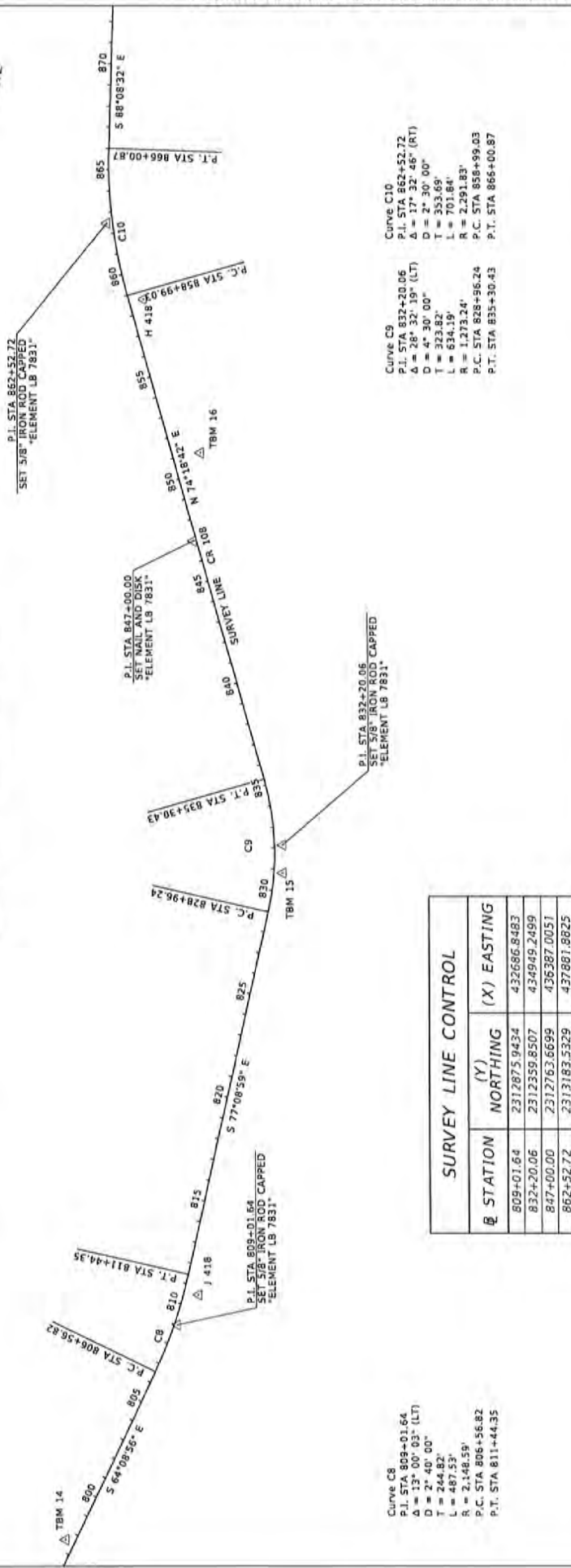
VERTICAL CONTROL

CONTROL POINT	STATION	OFFSET	DESCRIPTION	(Y) NORTHING	(X) EASTING	(Z) ELEVATION	LATITUDE	LONGITUDE
EVERGREEN	736+86.3	80.7' LT	FOUND 13" DIAMETER CONCRETE MONUMENT WITH A BRASS USCSGS DISK STAMPED "EVERGREEN 1932"	2313890.200	425664.150	57.464	30°41'46.41660"	81°42'00.11345"
TBM 12	756+26.5	42.0' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2313864.531	427606.943	42.305	30°41'46.28760"	81°43'37.66117"
TBM 13	776+20.7	52.9' RT	SET RAILROAD SPIKE IN WOOD POWER POLE	2313736.674	429599.260	37.041	30°41'45.14936"	81°43'15.03382"
TBM 14	797+57.1	43.7' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2313414.387	431675.869	28.282	30°41'42.09098"	81°42'51.22708"

SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

REVISIONS				PROJECT NETWORK CONTROL			
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
				CR 108	NASSAU	439496+38-01	CTL-4
Revised: J. Mattson, PSM Florida License No. 6290 Element Engineering Group 1713 E. 9th Avenue Tampa, FL 33605 Certificate of Authorization LB7831				NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS			

PROJECT CONTROL POINTS
SURVEY LINE CR 108
SECTIONS 9, 10, 11, 12 & 40 TOWNSHIP 3 NORTH, RANGE 25 EAST
SECTIONS 7, 8, 9, 10, 11, 14 & 41 TOWNSHIP 3 NORTH, RANGE 26 EAST
NASSAU COUNTY, FLORIDA



SURVEY LINE CONTROL		
STATION	(Y) NORTHING	(X) EASTING
809+01.64	231287.59434	432686.8483
832+20.06	2312359.8507	434949.2499
847+00.00	2312763.6699	436387.0051
862+52.72	2313183.5329	437881.8625

VERTICAL CONTROL

CONTROL POINT	STATION	OFFSET	DESCRIPTION	(Y) NORTHING	(X) EASTING	(Z) ELEVATION	LATITUDE	LONGITUDE
TBM 14	797+57.1	43.7' LT	SET RAILROAD SPIKE IN WOOD POWER POLE	2313414.387	431675.869	28.782	30°41'42.0908"	81°42'51.22706"
J 418	810+57.4	52.2' RT	FOUND 12" DIAMETER CONCRETE MONUMENT WITH A BRASS NGS DISK STAMPED "J 418 1992"	2312792.140	432827.510	25.770	30°41'46.41660"	81°42'00.11345"
TBM 15	830+85.0	43.1' RT	SET RAILROAD SPIKE IN WOOD POWER POLE	2312360.641	434816.746	25.649	30°41'36.38648"	81°42'15.17931"
TBM 16	850+24.4	46.8' RT	SET RAILROAD SPIKE IN WOOD POWER POLE	2312806.333	436711.997	23.694	30°41'36.38648"	81°41'53.50561"
H 418	858+60.3	68.9' RT	FOUND 10" DIAMETER CONCRETE MONUMENT WITH A BRASS NGS DISK STAMPED "H 418 1992"	2313011.131	437522.734	20.790	30°41'38.46326"	81°41'44.23502"

SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

NASSAU COUNTY		BOARD OF COUNTY COMMISSIONERS	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
CR 108	NASSAU	439496-1-38-01	

Peter J. Mattson, PSM
Florida License No. 8290
Element Engineering Group
1713 E. 9th Avenue
Gainesville, FL 32605
Certificate of Authorization LB7831

PROJECT NETWORK CONTROL

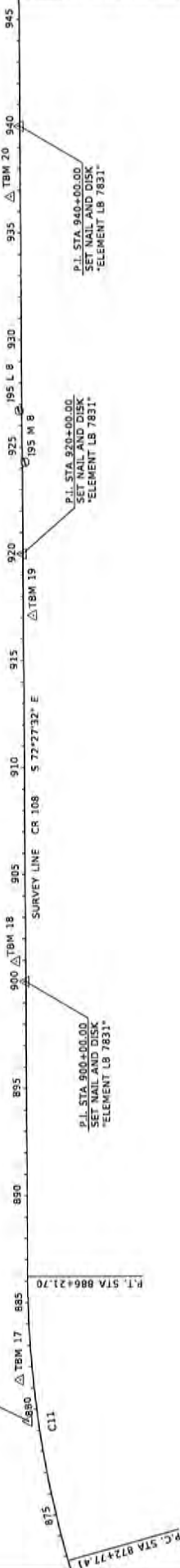
CTL-5

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PROJECT CONTROL POINTS
SURVEY LINE CR 108
SECTIONS 9, 10, 11, 12 & 40 TOWNSHIP 3 NORTH, RANGE 25 EAST
SECTIONS 7, 8, 9, 10, 11, 14 & 41 TOWNSHIP 3 NORTH, RANGE 26 EAST
NASSAU COUNTY, FLORIDA

CURVE C11
P.I. STA 879+53.78
 $\Delta = 15^\circ 41' 00''$ (RT)
 $D = 1^\circ 10' 00''$
 $T = 676.37'$
 $L = 1,344.29'$
 $R = 4,911.07'$
P.C. STA 872+77.41
P.T. STA 886+21.70

P.I. STA 879+53.78
SET 5/8" IRON ROD CAPPED
"ELEMENT LB 7831"



P.I. STA 900+00.00
SET NAIL AND DISK
"ELEMENT LB 7831"

P.I. STA 920+00.00
SET NAIL AND DISK
"ELEMENT LB 7831"

P.I. STA 940+00.00
SET NAIL AND DISK
"ELEMENT LB 7831"

CONTROL POINT	STATION	OFFSET	DESCRIPTION
TBM 17	881+35.9	49.8' LT	SET RAILROAD SPIKE IN WOOD POWER POLE
TBM 18	900+89.9	33.0' LT	SET RAILROAD SPIKE IN WOOD POWER POLE
TBM 19	917+07.2	39.9' RT	SET RAILROAD SPIKE IN WOOD POWER POLE
195 M E	924+28.4	13.3' RT	FOUND A BRASS SRD DISK IN A CONCRETE BRIDGE DECK STAMPED "1 95 M E"
195 L E	926+69.8	12.2' LT	FOUND A BRASS SRD DISK IN A CONCRETE BRIDGE DECK STAMPED "1 95 L E"
TBM 20	936+71.9	31.3' LT	SET RAILROAD SPIKE IN WOOD POWER POLE

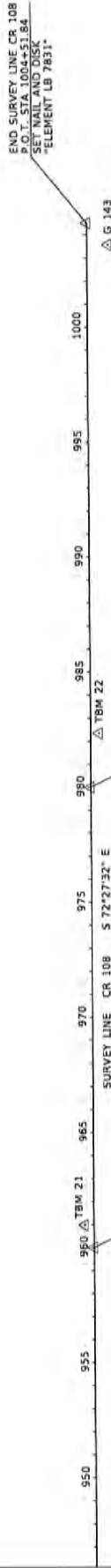
VERTICAL CONTROL			
(X) EASTING	(Y) NORTHING	(Z) ELEVATION	LONGITUDE
43974.063	2313096.140	24.105	87°41'18.456"E
441642.385	2312573.303	17.815	87°40'57.018"E
442162.387	2311596.439	22.727	87°40'39.922"E
443858.216	2311761.363	46.140	87°40'31.360"E
444096.033	2311715.949	45.820	87°40'28.862"E
445037.341	2311432.098	19.580	87°40'17.843"E

SURVEY LINE CONTROL			
STATION	(Y) NORTHING	(X) EASTING	
879+53.78	2313128.2076	439587.5835	
900+00.00	2312508.9502	441546.7178	
920+00.00	2311906.1705	443453.7198	
940+00.00	2311303.3908	445360.7218	

SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

REVISIONS		PROJECT NETWORK CONTROL		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	CTL-6
Peter J. Matison, PSM Florida License No. 6390 Element Engineering Group 1713 E. 9th Avenue Tampa, FL 33605 Certificate of Authorization LB7831		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY FINANCIAL PROJECT ID CR 108 NASSAU 439496-1-38-01		

PROJECT CONTROL POINTS
SURVEY LINE CR 108
SECTIONS 9, 10, 11, 12 & 40 TOWNSHIP 3 NORTH, RANGE 25 EAST
SECTIONS 7, 8, 9, 10, 11, 14 & 41 TOWNSHIP 3 NORTH, RANGE 26 EAST
NASSAU COUNTY, FLORIDA



P.L. STA 950+00.00
SET NAIL AND DISK
ELEMENT LB 7831

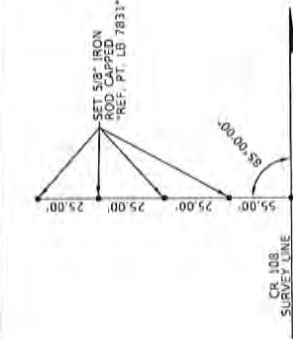
P.L. STA 980+00.00
SET NAIL AND DISK
ELEMENT LB 7831

SURVEY LINE CONTROL			
STATION	(Y) NORTHING	(X) EASTING	
960+00.00	2310700.6112	447267.7238	
980+00.00	2310097.8315	449174.7258	
1004+51.84	2309358.8725	451512.5556	

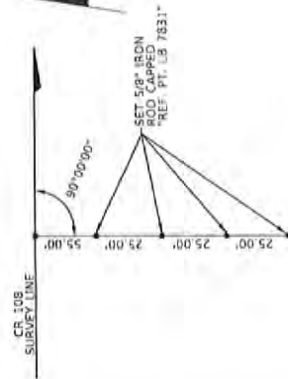
VERTICAL CONTROL					
CONTROL POINT	STATION	OFFSET	DESCRIPTION		
TBM 21	960+91.8	32.7' LT	SET RAILROAD SPIKE IN WOOD POWER POLE		
TBM 22	982+29.2	31.9' RT	SET RAILROAD SPIKE IN WOOD POWER POLE		
G 143	1003+62.2	55.1' RT	FOUND 10" DIAMETER CONCRETE MONUMENT WITH A BRASS DISK STAMPED "G 143 1954"		

DATE		REVISIONS		SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND	
DESCRIPTION		DATE		SHEET NO.	
				CTL-7	
				PROJECT NETWORK CONTROL	
				NASSAU COUNTY	
				BOARD OF COUNTY COMMISSIONERS	
				ROAD NO. COUNTY FINANCIAL PROJECT ID	
				CR 108 NASSAU 439496-1-38-01	
				Peter J. Mattson, PSM Florida License No. 6290 Element Engineering Group 1713 E. 9th Avenue Tampa, FL 33605 Certificate of Authorization LB7831	
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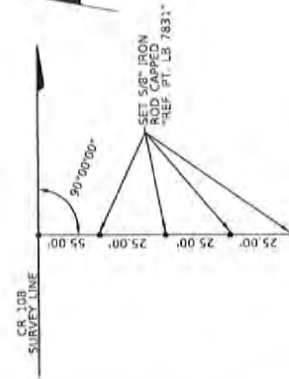
NTS



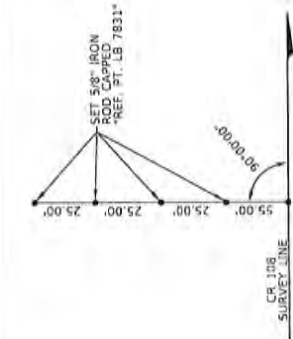
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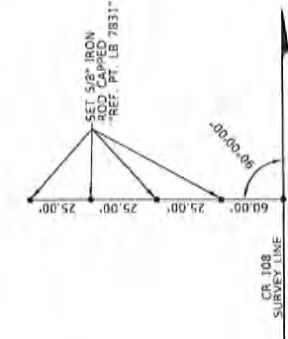
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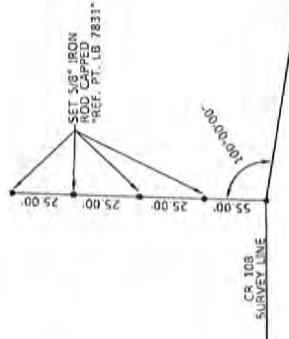
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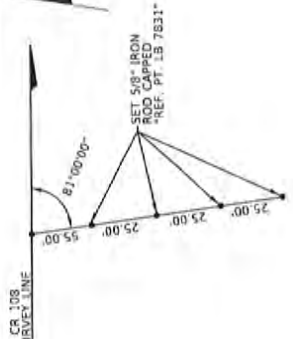
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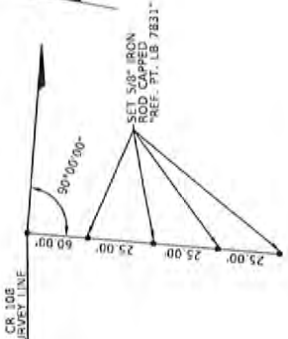
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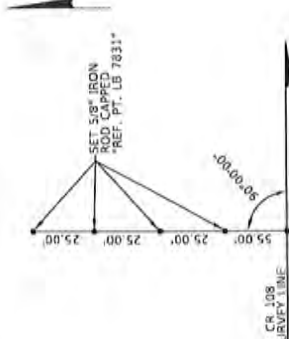
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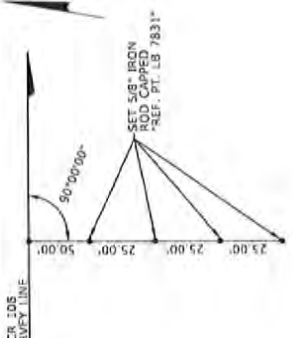
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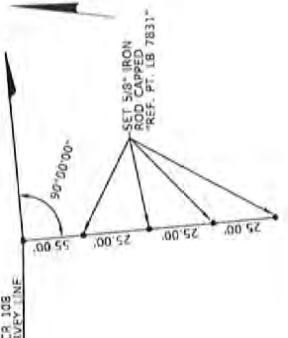
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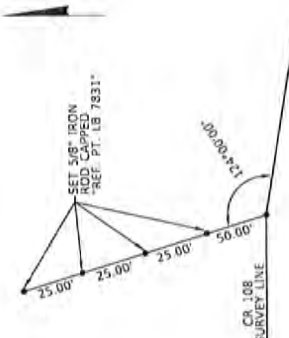
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SET NAIL AND DISK "ELEMENT LB 7831"



P.O.T. STA 545+00.00
SET NAIL AND DISK "ELEMENT LB 7831"



P.O.T. STA 617+37.87
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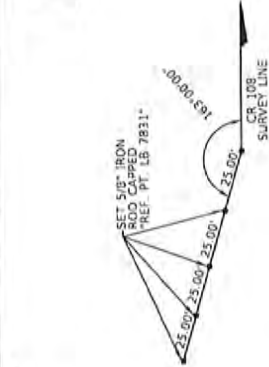


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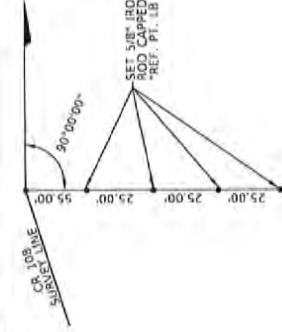
SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

REVISIONS		DESCRIPTION		DATE	
	</				

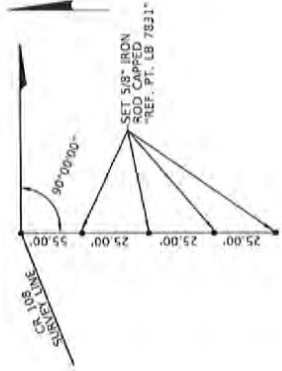
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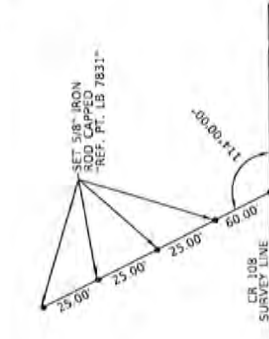
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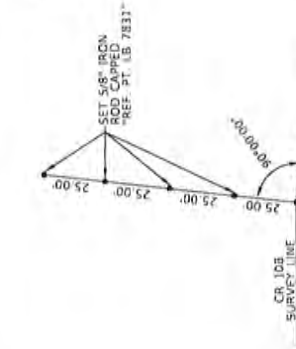
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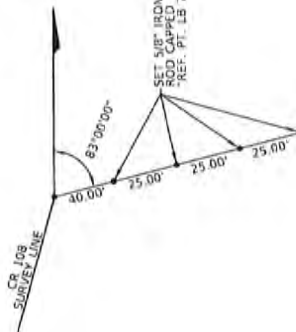
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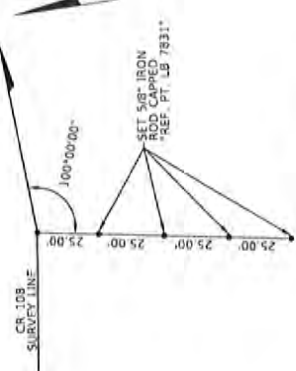
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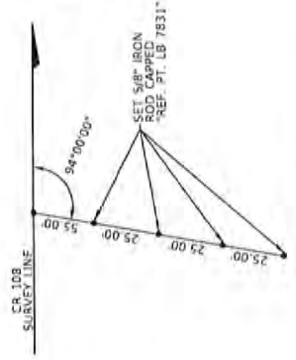
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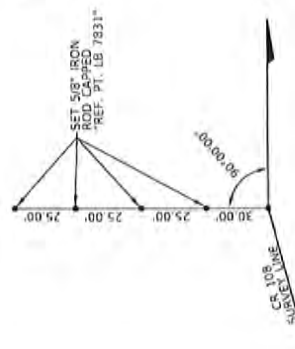
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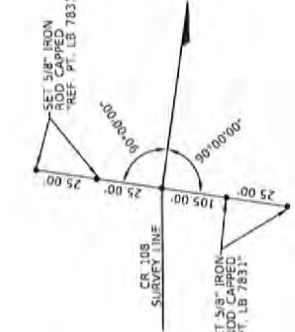
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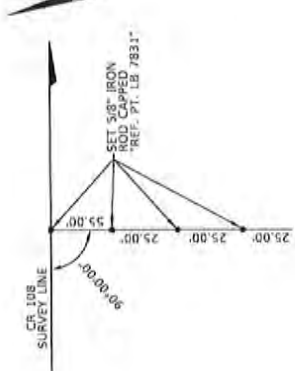
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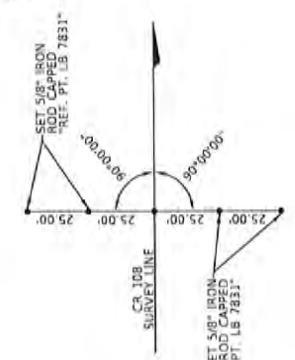
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SET 5/8" IRON ROD CAPPED "ELEMENT LB 7831"



P.I. STA 879+53.78
SET 5/8" IRON ROD CAPPED "ELEMENT LB 7831"



P.O.T. STA 900+00.00
SET 5/8" IRON ROD CAPPED "ELEMENT LB 7831"



P.O.T. STA 920+00.00
SET 5/8" IRON ROD CAPPED "ELEMENT LB 7831"

SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

DATE		REVISIONS		DESCRIPTION		DATE	
				Nassau County BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY FINANCIAL PROJECT ID CR 108 NASSAU 439496-1-38-01			
				Peter J. Mattson, PSM Florida License No. 6290 Element Engineering Group 1713 E. 8th Avenue Tampa, FL 33605 Certificate of Authorization LB7831			
				PROJECT NETWORK CONTROL SHEET NO. CTL-9			

SEE SHEET CTL-1 FOR PROJECT CONTROL NOTES AND LEGEND

PROJECT NETWORK CONTROL

**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

Peter J. Mattson, PSM
Florida License No. 6290
Element Engineering Group
1713 E. 9th Avenue
Tampa, FL 33605
Certificate of Authorization LB7831

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continued

SHEET
NO.

CTL-10



Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

Robert T. Companion, P.E.
County Engineer

AS-BUILTS REQUIREMENT CHECKLIST:

The Following list is intended to highlight the majority of the as-built requirements for Construction projects in Nassau County. This list should not be considered to be all-inclusive as each project is unique in nature and may require additional information that can only be determined during the course of the project's completion. Generally, however, the AS-BUILT information shall contain the following:

1. AS-BUILTS should be based on the design plans as approved through the DRC process. The submitted as-builts should be at the same scale and have the same orientation as the design files.
2. AS-BUILTS should have the same page numbering as the design plans, and the cover of the AS-BUILT plans should have all sheets from the design plans listed with sheets not "AS-BUILT" stricken through.
3. AS-BUILTS should display the original design information as displayed on the plan sheets with the design information stricken through and the as-built information displayed in bold adjacent to the design information.
4. AS-BUILTS shall be accompanied by an "Engineer's Certification" form from the Engineer of Record. (Exhibit 3&4)
5. Three (3) sets of fully signed and sealed AS-BUILTS should be submitted along with a CADD file(s) containing the AS-BUILT information. CADD files should be in State Plane coordinates (NAD 83) with a vertical datum of NGVD 1929. Furthermore, CADD files should be submitted in ACAD 2004 or ACAD 2006 only.
6. Northings and Easting of all drainage structures should be included.
7. The plans should be clearly legible and all structure notes, distances, angles and elevations should be clearly readable.
8. If the plan represents a phase of a development, then that phase should be clearly identified for clarity and avoid confusion with future phases.
9. There should be a north arrow and scale on each sheet.

AS-BUILTS REQUIREMENT CHECKLIST

Page | 2

10. A legend should be included explaining the symbols used in the plans.
11. ALL sheets must be signed and sealed by a surveyor licensed in the State of Florida.
12. There should be sufficient "plan" and "as-built" elevations shown to verify that the streets were constructed substantially in accordance with the approved construction plans. Generally, the County will review all low points and high points in the street and verify that the minimum grade exists for each street. On straight sections between high and low points elevations should be taken every 200 feet.
13. All street curve radii should be shown on the plans or in a table.
14. Street widths and curb type should be identified for each street on each sheet.
15. Whenever there are islands within the streets the as-builts should include dimensions for these islands.
16. The paved radii of all Cul-de-Sacs should be listed and Cul-De-Sac center and edge of pavement or gutter elevations at quarter points shall be shown.
17. All underdrains should be shown with size, lengths, inverts and cleanouts all shown.
18. Where swales are utilized there should be sufficient flow line elevations and ditch cross sections to verify capacity of the channel.
19. There should be a comparison table of design and as-built pipe sizes, lengths, invert elevations, and pipe slopes.
20. The as-built surface area of the pond(s) at Normal Water Level (design) and Top of Bank (as-built) should be included.
21. The bottom elevation and area should be shown (2 locations min. per pond).
22. The surveyor shall certify by note (for each pond) that no slope is greater than 1:4 above the design NWL, unless the pond is fenced.
23. All structures in the pond (overflow weirs, etc.) should be included.

AS-BUILTS REQUIREMENT CHECKLIST

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24. All watermain and sewermain locations, dimensions, etc.
25. All easements required (or on a plat) should be shown on the "As- Builds" and improvement located so as to verify improvements are within the easement. Easement not recorded as part of the recorded plat including drainage and right-of-way easements shall also be identified as "as-built". For these easements the book and page of their record, property to whom easement is dedicated and date of filing should be shown on as the "as-built". All improvements intended to be within these easements shall be shown as the "as-builts" to verify the improvements are within the easement. Wetlands are not reviewed by Nassau County and need not be shown.



Road Closure Policy

Page 2 of 3

4. Submit notification to the following departments and agencies prior to the road closure. A confirmation of notification to the Engineering Services Department must be provided prior to road closure. Depending on the location of the project/detour, notification to other agencies may be required.

- Nassau County Sheriff's Office
 - Ricky A Rowell, TAC
Phone – (904) 548-4000
Fax – (904) 225-5737
Email – rickyr@nassauso.com
 - L. Rene Graham, Lt.
Phone – (904) 548-4028
Fax – (904) 548-4128
Email – lrgraham@nassauso.com
- Nassau County Emergency Management
 - Martha Oberdorfer
Phone – (904) 548-0931
Fax – (904) 548-4194
Email – mloberdorfer@nassauso.com
- Nassau County Fire Department
 - Chief Brady Rigdon
Email – brigdon@nassaucountyfl.com
 - Chief Greg Roland
Email – groland@nassaucountyfl.com
 - Chief Bob Ratliff
Email – rratliff@nassaucountyfl.com
Phone – (904) 530-6600
Fax – (904) 321-5748
- Nassau County School Bus Transportation
 - Brad Underhill
Phone – (904) 225-0127
Fax – (904) 255-9404
Email – underhillbr@nassau.k12.fl.us
- Nassau County Road & Bridge Department
 - Jennifer Kirkland
Phone – (904) 530-6175
Fax – (904) 530-6901
Email – jkirkland@nassaucountyfl.com
- Nassau County Manager's Office
 - Sabrina Robertson
Phone – (904) 530-6010
Fax – (904) 321-5784
Email – srobertson@nassaucountyfl.com
- United Postal Service (Yulee)
 - Cassondra Mitchell
Phone – (904) 875-6083
Fax – (904) 225-9733
Email – cassondra.t.mitchell@usps.gov
- United Postal Service (Fernandina)
 - Paul Battista
Phone – (904) 557-9342
Fax – (904) 277-7947
Email – paul.d.battista@usps.gov
- United Postal Service (Callahan/Bryceville)
 - Elizabeth Williams
Phone – (904) 879-2131
Fax – (904) 879-6737
Email – elizabeth.s.williams@usps.gov
- United Postal Service (Hilliard)
 - Bridgett Wagers
Phone – (904) 845-2151
Fax – (904) 845-7738
Email – bridgett.n.wagers@usps.gov



Road Closure Policy
Page 3 of 3

5. Signage will be in place prior to road closure. They will be bagged/covered until needed. VMBs, will be installed and operating a minimum of seven (7) calendar days prior to any closure/detour.
6. Visual inspection of the VMB by the Engineering Services Department is required at installation or relocation. Visual inspection of all road/detour signage shall be accomplished prior to road closure. Contact Engineering Services 48 hours prior to installation for inspection.

EXHIBIT "G"

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

SECTION 00 41 15

BID FORM

PROJECT IDENTIFICATION: CR-108 FROM MIDDLE ROAD TO US-17 REBID
Bid Number NC22-018
Nassau County, Florida

BID DEADLINE: December 15, 2022 at 10:00 a.m.

THIS BID IS SUBMITTED TO: Board of County Commissioners, Nassau County
Office of the Ex-Officio Clerk
76347 Veterans Way
Suite 456
Yulee, Florida 32097

- 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): Preferred Materials, Inc
Business address: 11482 Columbia Park Drive W Ste 3 Jacksonville, FL 32258
Phone No.: 904-288-6300 Fax No.: 904-288-6301
Contact Name: John W Taylor
Contact Title: Vice President
Contact email address: John.Taylor@preferredmaterials.com

- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the County.

- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date		
<u>1</u>	<u>12/16/22</u>	<u>4</u>	<u>1/19/23</u>
<u>2</u>	<u>12/18/22</u>	<u>5</u>	<u>1/25/23</u>
<u>3</u>	<u>12/15/22</u>	<u>6</u>	<u>1/31/23</u>

- 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.

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

- 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 plans and technical specifications as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the plans and technical specifications as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- 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.

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

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

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

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

- 6.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

BID TAB
CR-108 FROM MIDDLE ROAD TO US-17

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
0101 -1	MOBILIZATION	LS	1	\$ 537,571.87	\$ 537,571.87
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 579,553.62	\$ 579,553.62
104-10-3	SEDIMENT BARRIER	LF	12470	\$ 2.56	\$ 31,923.00
120-1	REGULAR EXCAVATION	CY	430.5	\$ 55.25	\$ 23,785.13
120-6	EMBANKMENT	CY	1163.5	\$ 47.53	\$ 55,301.16
0285701	OPTIONAL BASE, BASE GROUP 01	SY	7043	\$ 23.01	\$ 162,059.43
327-70-1	MILLING EXIST ASPH PAVT, 1" DEPTH	SY	159580	\$ 1.87	\$ 298,414.60
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" DEPTH	SY	22686	\$ 5.31	\$ 120,462.66
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	756.3	\$ 238.46	\$ 180,347.30
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	8776.9	\$ 196.83	\$ 1,727,557.23
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	2408.5	\$ 186.32	\$ 448,751.72
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	34.1	\$ 407.32	\$ 13,889.61
430174118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	LF	21	\$ 291.00	\$ 6,111.00
430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	LF	24	\$ 307.00	\$ 7,368.00
430984125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	2	\$ 2,952.00	\$ 5,904.00
430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	2	\$ 3,433.00	\$ 6,866.00
536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	656	\$ 24.00	\$ 15,744.00
536-73	GUARDRAIL REMOVAL	LF	360	\$ 3.00	\$ 1,080.00

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

536-85-20	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	EA	2	\$ 1,600.00	\$ 3,200.00
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY/END TREATMENT- PARALLEL	EA	2	\$ 3,250.00	\$ 6,500.00
570-1-2	PERFORMANCE TURF (SOD)	SY	13103	\$ 3.70	\$ 48,481.10
546-72-2	GROUND-IN RUMBLE STRIPS, 8" CYLINDRICAL	GM	0.6	\$ 28,333.33	\$ 17,000.00
700-1-11	SINGLE POST SIGN (F&I) (GROUND MOUNT) (UP TO 12 SF)	AS	82	\$ 600.00	\$ 49,200.00
700-1-12	SINGLE POST SIGN (F&I) (GROUND MOUNT) (12-20 SF)	AS	2	\$ 1,600.00	\$ 3,200.00
700-1-60	SINGLE POST SIGN (REMOVE)	AS	48	\$ 50.00	\$ 2,400.00
700-2-60	MULTI-POST SIGN (REMOVE)	AS	2	\$ 400.00	\$ 800.00
700-13-12	RETROREFLECTIVE SIGN STRIP (F&I) (2')	EA	74	\$ 100.00	\$ 7,400.00
700-13-15	RETROREFLECTIVE SIGN STRIP (F&I) (5')	EA	14	\$ 150.00	\$ 2,100.00
701-18-101	PROFIED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (WHITE) (SOLID) (6")	GM	8.663	\$ 5,498.10	\$ 47,630.04
701-18-201	PROFIED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (SOLID) (6")	GM	4.763	\$ 5,496.54	\$ 26,180.02
701-18-221	PROFIED THERMOPLASTIC (STANDARD) (ASPHALT SURFACES) (YELLOW) (10/30 SKIP) (6")	GM	2.910	\$ 1,850.00	\$ 5,383.50
705-10-1	OBJECT MARKER (TYPE 1)	EA	9	\$ 225.00	\$ 2,025.00
705-10-2	OBJECT MARKER (TYPE 2)	EA	64	\$ 100.00	\$ 6,400.00
705-10-3	OBJECT MARKER (TYPE 3)	EA	4	\$ 225.00	\$ 900.00
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1	\$ 78,000.00	\$ 78,000.00
711-11-124	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (18") (FOR DIAGONALS AND CHEVRONS)	LF	350	\$ 5.00	\$ 1,750.00
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24") (FOR STOP LINE)	LF	24	\$ 8.00	\$ 192.00
711-11-160	THERMOPLASTIC (STANDARD) (WHITE) (MESSAGE OR SYMBOL) (RXR)	EA	1	\$ 250.00	\$ 250.00

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

711-11-170	THERMOPLASTIC (STANDARD) (WHITE) (ARROWS) (LEFT)	EA	6	\$ 135.00	\$ 810.00
711-11-224	THERMOPLASTIC (STANDARD) (YELLOW) (SOLID) (18") (FOR DIAGONALS OR CHEVRONS)	LF	168	\$ 5.00	\$ 840.00
711-16-101	THERMOPLASTIC (STANDARD-OTHER SURFACES) (WHITE) (SOLID) (6")	GM	10.170	\$ 3,900.00	\$ 39,663.00
711-16-201	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (SOLID) (6")	GM	3.622	\$ 3,897.85	\$ 14,118.01
711-16-231	THERMOPLASTIC (STANDARD-OTHER SURFACES) (YELLOW) (10/30 SKIP) (6")	GM	4.077	\$ 1,300.96	\$ 5,304.01
713-103-101	PERMANENT TAPE (WHITE) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM	0.098	\$ 81,632.65	\$ 8,000.00
713-103-201	PERMANENT TAPE (YELLOW) (SOLID) (6") (FOR CONCRETE BRIDGES)	GM	0.098	\$ 81,632.65	\$ 8,000.00

BASE BID TOTAL

\$ 4,608,417.20

(Use Figures)

Four Million Six Hundred Eight Thousand Four Hundred Seventeen Dollars & Twenty Cents

(Use Words)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment of all Unit Price Bid Items will be based on actual quantities as determined in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 15 calendar days from the date of substantial completion. Total contract time shall be 135 calendar days; for everyday the work goes beyond substantial completion; a day will be removed from final completion so the total days equal 135 calendar days.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

A. Bid Security in the form of a certified check of Bid Bond (Section 00 43 15)

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

- B. Tabulation of Subcontractors & Suppliers (Section 00 43 35)
- C. Florida Trench Safety Act Certification (Section 00 44 55)
- D. Drug-Free Workplace Certificate (Section 00 45 20)
- E. Public Entity Crimes Statement (Section 00 45 30)
- F. Statement of Disputes, Litigation & Surety Completion (Section 00 45 35)
- G. LAP Certification of Current Capacity
- H. Bid Opportunity List for Commodities & Contractual Services
- I. Non-Collusion Declaration and Compliance Form
- J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K. Certification for Disclosure of Lobbying Activities

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.

SUBMITTED on February 1, 20 23.

State License No. Please see attached.

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: _____

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Preferred Materials, Inc. (SEAL)

State of Incorporation: Georgia

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

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): John W Taylor

Title: Vice President (CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary) Sylvia J Rocek
Asst

Business address: 11482 Columbia Park Dr W Ste 3
Jacksonville, FL 32258

Phone No.: 904-288-6300 Fax No.: 904-288-6301

Date of Qualification to do business is 09/01/1989



Preferred Materials, Inc.
11482 Columbia Park Dr. W
Suite 3
Jacksonville, FL 32258

T (904) 288 6300
F (904) 288 6301

www.preferredmaterials.com

To Whom It May Concern:

It has recently come to our attention that Florida law, specifically Chapters 489.103(1) and 337.14(9)(a), exempt Preferred Materials, Inc. ("APAC") from the general contractor licensing requirements requested by many Florida public agencies in their bid and contract documents. Chapter 489.103(1) exempts from the licensing requirements "contractors in work on bridges, roads, streets, highways, or railroads, and services incidental thereto." Additionally, Chapter 337.14(9)(a) creates a presumption of qualification where the contractor is prequalified by the Florida Department of Transportation.

One of our employees recently attempted to secure a General Contractor's License. His application was deemed "deficient" only because he did not have appropriate experience in four story building construction. It is evident the General Contractor's license is to ensure qualifications for vertical (building) construction. In conversations with knowledgeable individuals we have discovered that Florida law was changed some time ago to preclude the necessity for a General Contractor's license for street and highway work.

What this means for our purposes is that Preferred Materials, Inc. is exempt from Florida's general contractor licensing provisions, Preferred Materials, Inc. is not required to have a general contractor license in order to perform the work under this project, and Preferred Materials, Inc.'s FDOT prequalification (enclosed) is sufficient qualification where qualification might otherwise be required.

Please contact us at your convenience if you wish to discuss the contents of this letter.

Sincerely,

John W. Taylor
Vice President

**ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
PREFERRED MATERIALS, INC.**

The undersigned, being all of the members of the Board of Directors of Preferred Materials, Inc., a Georgia corporation (the "*Corporation*"), do hereby, pursuant to applicable Georgia statute, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective May 5, 2022, all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an "*Officer*" and collectively, the "*Officers*") in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

David Church	President/Chief Executive Officer
John Rothering	Secretary & Treasurer
Brian Morton	Vice President & Assistant Secretary
Terrance Turner	Vice President & Assistant Secretary
Gary Yelvington	Vice President & Assistant Secretary
John R. Hooper	Vice President & Assistant Secretary
John W. Taylor	Vice President & Assistant Secretary
Carl Edward Ladd	Vice President & Assistant Secretary
Kenneth C. Laing	Vice President & Assistant Secretary
Lonnie Schaub	Vice President & Assistant Secretary
Lothar Alomia	Vice President & Assistant Secretary
Mark S. Marine	Vice President & Assistant Secretary
Nicholas B. Wear	Vice President & Assistant Secretary
Robert Spillman	Vice President & Assistant Secretary
Travis Raitt	Vice President & Assistant Secretary
Miguel Alvarez	Vice President & Assistant Secretary
David M. Toolan	Admin. Vice President and Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Bethany Casimir	Assistant Secretary & Assistant Treasurer
Carmen Sutton	Assistant Secretary & Assistant Treasurer
Deborah Lynn Idleman	Assistant Secretary & Assistant Treasurer
Carmen Hess	Assistant Secretary & Assistant Treasurer
Tracy Kinney	Assistant Secretary & Assistant Treasurer
Vashti Moore	Assistant Secretary & Assistant Treasurer
Ashley Losier	Assistant Secretary
Cheryl Kitzis	Assistant Secretary
David C. Lewis	Assistant Secretary
Tim George	Assistant Secretary
Marizabed R. Perez	
de Longstreet	Assistant Secretary
Michael F. Deaton	Assistant Secretary
Rick Jarvis	Assistant Secretary
Sylvia Rocek	Assistant Secretary
Tamara A. Albright	Assistant Secretary
William P. Jones	Assistant Secretary
Zachary Puralewski	Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective May 5, 2022, all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

Bobbie Reilly	Kevin Price
Carl J. Thompson	Kevin Williams
Craig Ketron	Logan Miller
David Cerniglia	Matthew Saenz

Michael Vickrey
Nicholas Brown
Patrick Read
Roberto Perera, Jr.
Jeremy Minnillo
Tara Sutton
Tony DiPietro
W. Charles Molloy
Michael DiBurro

G. Michael Johnson
Jacob Unger
James Bass
Jennifer K. Edwards
Jerry Fletcher
Joe Liakos
Joseph F. Donaruma
Kenneth Dalton

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**Conrad Yelvington Distributors
Prestige Gunit**

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

DocuSign Envelope ID: 82E8FDC9-566B-4F83-97C2-970199902977

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:
David Church
0A32A9E8D8184A3...
David Church

DocuSigned by:
John Keating
6DBD0A4A9D404EA...
John J. Keating

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

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 - 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.)

Invitation to Bid -- NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

SECTION 00 43 15

BID BOND

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

BIDDER (Name and Address): Preferred Materials, Inc
11482 Columbia Park Dr W, Ste 3
Jacksonville, FL 32258

SURETY (Name and Address of Principal Place of Business):
Federal Insurance Company
202B Halls Mill Road
Whitehouse Station, NJ 08889

OWNER (Name and Address): Nassau County BOCC
96161 Nassau Place
Yulee, FL 32097

BID

Bid Due Date: 1/19/2023

Project (Brief Description Including Location):

This project consists of safety improvements to include signage, pavement markings, raised thermoplastic audible/vibratory markings & friction course overlay with 1" average milling along CR-108 from Middle Road to US-17 in Nassau County, Florida

BOND

Bond Number: 69453-CHU-23-011

Date (Not later than Bid due date): January 10, 2023

Penal Sum: Five Percent of Amount Bid 5%
(Words) (Figures)

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

BIDDER

Preferred Materials, Inc. (Seal)

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title John W. Taylor - Vice President

Attest: [Signature]
Signature and Title Sylvia J Rocek - Asst. Secretary

SURETY

Federal Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Carolyn E. Wheeler,
(Attach Power of Attorney) Attorney-In-Fact

Attest: [Signature]
Signature and Title Bonnie Rice, Witness

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

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

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.

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

[Remainder of page intentionally left blank.]

CHUBB**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Carolyn E. Wheeler

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this January 10, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Toll-free (800) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

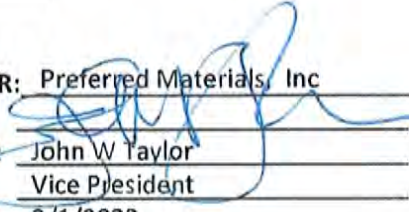
SECTION 00 43 35

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. Provide the class of work and percentage of work to be performed by each. This 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/PERCENTAGE</u>
1. <u>TRP Construction</u> <u>St Augustine, FL</u>	<u>Striping - 6%</u>
2. <u>CDM Contracting</u> <u>Lake Butler, FL</u>	<u>Drainage - .76 %</u>
3. <u>Acme Barricades</u> <u>Jax, FL</u>	<u>Perm Signs - 1.3 %</u>
4. <u>C Slagter Construction</u> <u>Palm City , FL</u>	<u>Guardrail - .75%</u>
5. <u>Bobs Barricades</u> <u>Jax, FL</u>	<u>Workzone Signs - .2%</u>
6. <u>Surface Prep Tech</u> <u>New Kingstown, PA</u>	<u>Rumble Strips - .3%</u>
7. <u>Sod More</u> <u>O'Brien , FL</u>	<u>Grassing - .76%</u>

BIDDER: Preferred Materials, Inc

By: 

Name: John W Taylor

Title: Vice President

Date: 2/1/2023

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

SECTION 00 44 55

FLORIDA TRENCH SAFETY ACT CERTIFICATION

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

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>N/A</u>
2. Special Shoring	\$ <u>N/A</u>

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.

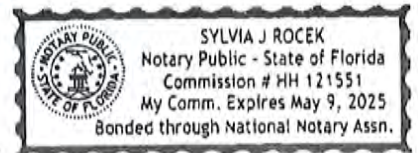
BIDDER: Preferred Materials, Inc.
By: _____
Name: John W Taylor
Title: Vice President

STATE of FL

COUNTY of Duval

Sworn to and subscribed before me by means of X physical presence or online notarization
on this 1 day of February, 20 23

[Signature]
Notary Public
My Commission Expires: 5/9/25



Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

SECTION 00 45 20

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Preferred Materials, Inc (print or type name of firm):

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above that specifies 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.

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

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.

John W Taylor - Vice President

Authorized Signature

2/1/23

Date Signed

State of: FL

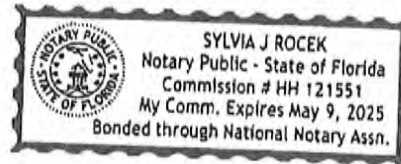
County of: Duval

Sworn to and subscribed before me by means of X physical presence or online notarization
on this 1 day of February, 20 23 by John W Taylor
who X is personally known to me or produced as identification.
(Specify type of Identification)

Notary Public

5/9/25

My commission expires



Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

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 FL

COUNTY OF Duval

Before me, the undersigned authority, personally appeared John W Taylor, who being
by me first duly sworn, made the following statement:

1. The business address of Preferred Materials, Inc.
(firm name of Bidder/Contractor)
is 11482 Columbia Park Dr W, Ste 3, Jacksonville, FL 32258

2. My relationship to Preferred Materials, Inc.
(firm name of Bidder/Contractor)
is Vice President
(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.

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

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.

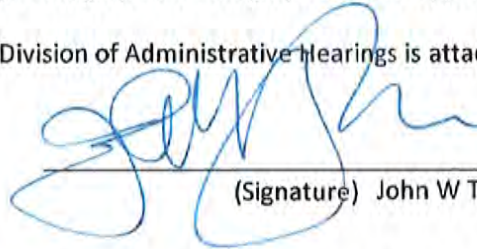
(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

~~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 _____.~~

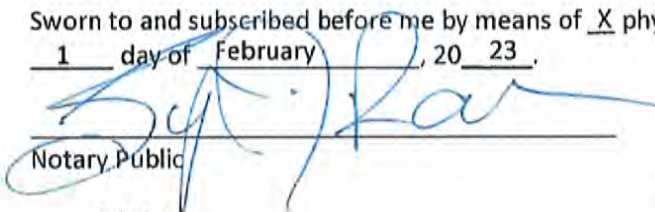
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

A copy of the order of the Division of Administrative Hearings is attached to this statement.



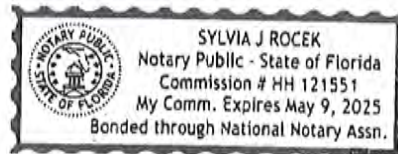
(Signature) John W Taylor - Vice President

Sworn to and subscribed before me by means of X physical presence or online notarization on this
 1 day of February, 20 23.


Notary Public

5/9/25

My commission expires



(affix seal)

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

SECTION 00 45 35

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

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

Please See Attached

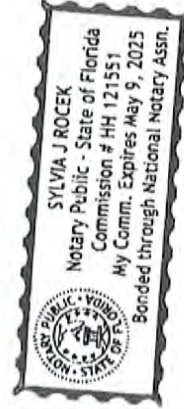
(Signed)

Print Name John W Taylor - Vice President

Sworn to and subscribed before me by means of
X physical presence or online notarization on this
 1 day of February, 2023.

Notary Public

My commission expires: 5/9/25



00-45-35-1



Preferred Materials, Inc.
11482 Columbia Park Dr. W
Suite 3
Jacksonville, FL 32258

T (904) 288 6300
F (904) 288 6301

www.preferredmaterials.com

Re: Claims, Lawsuits , Arbitration

Like all business entities, Preferred Materials, Inc. ("PMI") is involved in a variety of claims, lawsuits, or arbitration proceedings within the normal course of business. For that reason, PMI maintains insurance or bonds which provide coverage for these claims, lawsuits, or arbitration proceedings.

If PMI is ultimately found liable for a judgment or award, PMI, its insurers, or sureties satisfy the judgment as required by law.

Invitation to Bid – NC22-018
CR-108 FROM MIDDLE ROAD TO US-17 Rebid

Section 00 45 40
LAP FORMS

- LAP Certification of Current Capacity
- Bid Opportunity List for Commodities & Contractual Services
- Non-Collusion Declaration and Compliance Form
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification for Disclosure of Lobbying Activities

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
 PROGRAM MANAGEMENT
 09/20
 Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on February 1, 2023
 (Letting Date)

Fill in your FDOT Vendor Number VF <u>581401468</u> (Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

The total uncompleted work as shown on
 the "Status of Contracts on Hand" report (page 2) \$ 45,061,038.00

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

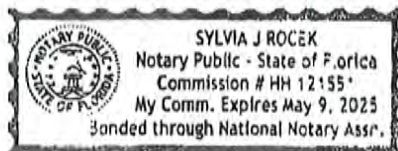
1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress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

I certify that the information above is correct.

Preferred Materials, Inc.
 NAME OF FIRM

Sworn to and subscribed this 2 day By: _____ of _____
February, 20 23

Title John W. Taylor
Vice President



STATUS OF CONTRACTS ON HAND

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

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Please see attached					
TOTALS				\$0.00	\$0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)				\$0.00	

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

STATUS OF CONTRACTS ON HAND

CONTRACTOR

NAME: Preferred Materials Inc - North/GA/SC Regions

ADDRESS: 11482 Columbia Park Dr W Ste 3 Jacksonville FL 32258

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

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU AS PRIME CONTRACTOR	UNCOMPLETED AMOUNT TO BE DONE BY YOU AS SUBCONTRACTOR
E PEYTON PH 1&2-vallencourt	\$2,055,095	-	2,055,095		739,757
Silverleaf Drive Loop 6-9- JBC	\$1,545,088	-	1,545,088	816,281	
Westlake - Gateway Logistics C	\$2,256,364	-	2,256,364		1,986,001
Imeson Park South-vallencourt	\$725,402	-	725,402		657,080
ALTA DR Roadway Imp-Watson Civ	\$1,765,015	6,900	1,758,115		1,313,360
NSFD Heckscher Drive Mayport	\$1,162,152	862,000	300,152	300,152	
SSA JAXPORT CONTAINER TERMINAL	\$15,818,455	4,600	15,813,855	3,950,474	11,863,381
COJ NORTH 2022-2025	\$8,727,101	3,288,000	5,439,101	5,439,101	
COJ SOUTHEAST 2022-2025	\$8,634,224	3,288,000	5,346,224	5,278,134	
COJ west 2022-2023	\$8,727,101	3,288,000	5,439,101	4,877,684	
COJ CDBG 2022-2025	\$4,000,000	2,407,000	1,593,000	1,593,000	
T2804 - Southside @ Gate Pkwy	\$2,193,605	33,420	2,160,185	1,105,772	
T2790 - SR5(US1) St.Johns - Ke	\$564,394	19,600	544,794	502,055	
NSFD Heckscher Drive Mayport	\$1,162,152	32,200	1,129,952	1,129,952	
T2814 SR212/BEACH BLVD-WATSON	\$1,174,408	13,800	1,160,608	-	429,254
T2836 SR10/US-90 - BALDWIN	\$4,147,815	1,079,000	3,068,815	608,499	
T2838 SR9A/I295 DAMES POINT	\$11,844,876	3,633,000	8,211,876	6,421,575	
				28,072,205	16,988,833

Column Total

NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100.00. The contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

TOTAL UNCOMPLETED WORK

ON HAND TO BE DONE BY YOU

(TOTAL COLUMNS 5 & 6)

\$45,061,038.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
 SERVICES**

375-040-82
 PROCUREMENT
 01/16

Prime Contractor: Preferred Materials, Inc

Address/Phone Number: 11483 Columbia Park Drive W, Ste 3, Jacksonville, FL 32258

Procurement Number: Bid No NC 22-018

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 27-3376792
 2. Firm Name: TRP Construction Group LLC
 3. Phone: _____
 4. Address: 1745 Lakeside Ave
St Augustine, FL 32084

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: 26-1141819
 2. Firm Name: CDM Contracting
 3. Phone: _____
 4. Address: 10022 NW 129th Ave
Lake Butler, FL 32054

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: 59-3541899
 2. Firm Name: Acme Barricades
 3. Phone: _____
 4. Address: 9800 Normandy Blvd
Jacksonville, FL 32221

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: 45-4217764
 2. Firm Name: C. Slagter Construction
 3. Phone: _____
 4. Address: 3333 SW Westover Ct
Palm City, FL 34990

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
 PRICE PROPOSAL (Request for Proposal – RFP)
 REPLY (Invitation to Negotiate – ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
 SERVICES**

375-040-62
 PROCUREMENT
 01/16

Prime Contractor: Preferred Materials, Inc

Address/Phone Number: 11482 Columbia Park Drive W Ste 3 Jacksonville, FL 32258

Procurement Number: NC22-018

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 59-1605524
 2. Firm Name: Bobs Barricades
 3. Phone: _____
 4. Address: 921 Shotgun Road
Sunrise, FL 33326

 5. Year Firm Established: _____

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: 25-1584843
 2. Firm Name: Surface Prep Technologies
 3. Phone: _____
 4. Address: 44 East Main Street
New Kingstown, PA 17072

 5. Year Firm Established: _____

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: 81-4004065
 2. Firm Name: Sodmore LLC
 3. Phone: _____
 4. Address: 7751 200th Street
O'Brien, FL 32071

 5. Year Firm Established: _____

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

 5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
 PRICE PROPOSAL (Request for Proposal – RFP)
 REPLY (Invitation to Negotiate – ITN)**

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

375-030-33
 PROCUREMENT
 10/01

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

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

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

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

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

Name of Consultant: Preferred Materials, Inc.
 By:  Date: 2/1/23
 Authorized Signature: _____
 Title: John W. Taylor - Vice President

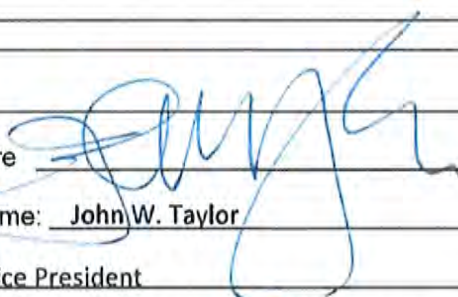
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Sub awardee Tier _____, if known: <u>Preferred Materials, Inc</u> <u>11482 Columbia Park Dr W, Ste 3</u> <u>Jacksonville, FL 32258</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature  Print Name: <u>John W. Taylor</u> Title: <u>Vice President</u> Telephone No.: <u>904-288-6300</u> Date (mm/dd/yyyy): <u>2/1/23</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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

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

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

575-060-13
 RIGHT OF WAY
 05/01
 Page 1 of 3

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

I, John W. Taylor, hereby declare that I am

 (NAME)
Vice President of Preferred Materials, Inc.

 (TITLE) (FIRM)
 of Jacksonville, FL

 (CITY AND STATE)

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

I further declare that:

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

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

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

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

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

EXCEPTIONS:

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

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

CONTRACTOR: (Seal)

BY: John W. Taylor - Vice President
NAME AND TITLE PRINTED

BY: [Signature]
SIGNATURE

WITNESS: Sylvia J. Rocek

WITNESS: [Signature]

Executed on this 1 day of February, 2023

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

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

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

375-030-32
 PROCUREMENT
 11/15

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

Name of Contractor: Preferred Materials, Inc.

By: [Signature]

Date: 2/1/2023

Title: John W. Taylor - Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TACO E. POPE, AICP
County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: CR 108 from Middle Road to US 17 Rebid

Bid No./Contract No.: NC22-018

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SYLVIA J ROCEK
Notary Public - State of Florida
Commission # HH 121551
My Comm. Expires May 9, 2025
Bonded through National Notary Assn.



Company ID Number:11815

Client Company ID Number:1453256

Employer	
Preferred Materials, Inc	
Name (Please Type or Print)	Title
Jonathan Walker	
Signature	Date
Electronically Signed	October 02, 2019
E-Verify Employer Agent	
Form I-9 Compliance, LLC	
Name (Please Type or Print)	Title
Andre Gorash	
Signature	Date
Electronically Signed	October 02, 2019
Department of Homeland Security - Verification Division	
Name	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	October 02, 2019



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 11, 2022

PREFERRED MATERIALS INC.
11482 COLUMBIA PARK DR W
JACKSONVILLE, FLORIDA 32258

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, CURB AND GUTTER, DRIVEWAYS, REINFORCED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS, UNDERGROUND UTILITIES (WATER & SEWER), FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

Unless notified otherwise, this Certificate of Qualification will expire
6/30/2023.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

PREFERRED MATERIALS INC.

May 11, 2022

Page two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor AA

for Alan Autry, Manager
Contracts Administration Office

AA:cg

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Y9L7MAZYQG95	7EK24	All Awards
Registration Status	Expiration Date	
Active Registration	Oct 17, 2023	
Physical Address	Mailing Address	
4636 Scarborough DR	4636 Scarborough DR	
Lutz, Florida 33559-8506	Lutz, Florida 33559-8506	
United States	United States	

Doing Business as (blank)	Division Name Preferred Materials	Division Number (blank)
Congressional District Florida 12	State / Country of Incorporation Georgia / United States	URL (blank)

Activation Date	Submission Date	Initial Registration Date
Oct 19, 2022	Oct 17, 2022	Jun 22, 2015

Entity Start Date	Fiscal Year End Close Date
Jun 23, 1980	Dec 25

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?
No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types		
Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Financial Information

Debt Subject To Offset
No

CAGE Code
7EK24

Points of Contact

Electronic Business

4010 Boy Scout Road
Tampa, Florida 33607
United States

Government Business

4010 Boy Scout Road
Tampa, Florida 33607
United States

Service Classifications

NAICS Codes

NAICS Title
Highway, Street, And Bridge Construction
Construction Sand And Gravel Mining
Poured Concrete Foundation And Structure Contractors

Disaster Response

This entity does not appear in the disaster response registry.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #2
Invitation to Bid, Bid Number NC22-018
CR-108 Middle Road to US-17 Rebid
12/8/2022

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

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

Part 1 – Questions & Answers

1. When do Bid bonds need to be in by?

Answer: Bid bonds must be received by the Clerk's office by the bid due date at the latest.

2. Does Nassau County have different standards from FDOT?

Answer: FDOT, FHWA, and Nassau County Roadway and Drainage Standards Specifications, whichever is more stringent, as detailed in the plans and RFQ document will be utilized.

3. Will the Composite Pay Factor be used?

Answer: No, it will not be.

Part 2 – Additional Documents

1. Lap Forms were mistakenly not included in the bid package, these must be completed and included in the bid submission. They are included as attachments to this Addendum.

The bid due date and opening date remains: **January 19, 2022 at 10:00 AM EST**

ATTACHMENTS: Pre-Bid Sign-in Sheet from 12/2/22, Plans and Drawings for the project, LAP Forms, and LAP Supplemental Agreement

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM NO. 1, ISSUED DURING THE SOLICITATION PERIOD:

Vendor Signature: [Signature] Date: 2/1/23
John W Taylor - Vice President

End of Addendum #2



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

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #3
Invitation to Bid, Bid Number NC22-018
CR-108 Middle Road to US-17 Rebid
12/15/2022

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

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

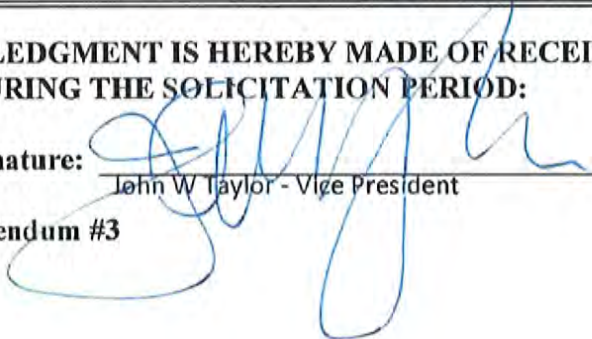
Part 1 – Additional Documents and Information

1. Addition of the Required Contract Provisions Federal-Aid Construction Contracts document
2. Link to SAM.gov for Wage Determinations: <https://sam.gov/content/wage-determinations>

The bid due date and opening date remains: January 19, 2022 at 10:00 AM EST

ATTACHMENTS: Required Contract Provisions Federal-Aid Construction Contracts

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM, ISSUED DURING THE SOLICITATION PERIOD:

Vendor Signature: 
John W Taylor - Vice President

Date: 2/1/23

End of Addendum #3



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

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #4
Invitation to Bid, Bid Number NC22-018
CR-108 Middle Road to US-17 Rebid
1/18/2023

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

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

The bid due date and opening date has been changed to : February 1, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM, ISSUED DURING THE SOLICITATION PERIOD:

Vendor Signature:

John W Taylor - Vice President

Date: 2/1/23

End of Addendum #4



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

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #5
Invitation to Bid, Bid Number NC22-018
CR-108 Middle Road to US-17 Rebid
1/25/2023

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

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

Clarification

Division 01 and LAP Division 1 was inadvertently omitted from the bid document. They are attached to the end of this Addendum

The bid due date and opening date remains : February 1, 2023 at 10:00 AM EST

Attachment: Division 01 and LAP Division 1 of the Bid Document

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM, ISSUED DURING THE SOLICITATION PERIOD:

Vendor Signature:

A handwritten signature in blue ink, appearing to read "John W. Taylor", is written over a horizontal line.

John W Taylor - Vice President

Date: 2/1/23

End of Addendum #5



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

TO: All Proposers
FROM: Thomas O'Brien, Procurement Specialist
SUBJECT: Addendum #6
Invitation to Bid, Bid Number NC22-018
CR-108 Middle Road to US-17 Rebid
Date: January 31, 2023

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

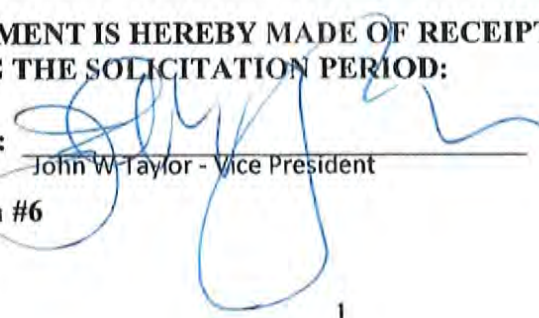
This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Clarifications/Missing Documents

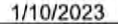
1. The County inadvertently omitted forms and documents from the original bid documents. Those forms are G. LAP Certificate of Current Capacity, H. Bid Opportunity List for Commodities & Contractual Services, I. Non-Collusion Declaration and Compliance Form, J. Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, and K. Certification for Disclosure of Lobbying Activities, Section 00 72 15 General Conditions and Section 00 73 15 Supplementary Conditions, Appendix B and Exhibit 1 and the Nassau County Road Closure Policy. **The County has included these missing forms and documents with this addendum.**
2. The Summary of Work document provided in the bid document mentions bid number NC20-025. The County mistakenly transferred the previously advertised bid number NC20-25 to the new document; however, the content of the Summary of Work document is correct.
3. The Utility Work Schedules/Coordination document appears to be absent from bid packet; however, it is not. Contractor is required to coordinate with utility providers and County. Utility providers will relocate as needed within County right-of-way.
4. No work is planned within the CSX right-of-way/property. Paving operation is 160' away from tracks.

The bid due date and opening date remains: February 1, 2023 at 10:00 AM EST

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM, ISSUED DURING THE SOLICITATION PERIOD:

Vendor Signature:  **Date:** 2/1/23
John W. Taylor - Vice President

End of Addendum #6



00000000 | 00000000 | 00000000 00000000 00000000 | 00000000 00000000 | 00000000 00000000 | 00000000 00000000

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

UMBRELLA INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

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.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

RAILROAD PROTECTIVE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Railroad Protective Liability insurance coverage for the life of this Contract.

Railroad Protective Liability Insurance in the amounts of \$2,000,000 per occurrence and \$6,000,000 aggregate and it is required to name the specific railroad as the named insured.

In addition to providing Railroad Protective Liability insurance and Contractor is required to provide current proof of Commercial General Liability insurance naming the specific Railroad as additional insured. This coverage must meet minimum requirements of \$2M per occurrence and \$6M aggregate.

The General Liability certificate is also required to show proof of CG2417 or its equivalent as well as a waiver of subrogation in favor of the Railroad.

If you have questions or require additional information on how to obtain Railroad Protective Insurance coverage, please contact First Coast Railroad at (800) 757-7387, Ext. 3273 or fcrd-cs@gwrr.com.

EXHIBIT "I"

APPENDICES A and E

Revised 01/2015

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "J"
LAP AGREEMENT

Cm 2792

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FPN: 439496-1-58-01	FPN: 439496-1-68-01	FPN: _____
Federal No (FAIN): D218-128-B	Federal No (FAIN): D218-128-B	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: ACSS	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: 74	Contract No: G1K70	
Recipient Vendor No: F591863042053	Recipient DUNS No: 829978514	
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 3/20/2020 | 9:18 AM EDT, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Nassau County ("Recipient").
(This date to be entered by DOT only)

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and construction management of safety improvements on CR 108 from Middle Road to US 17, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 3,197,768.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 3,197,768.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
 - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
 - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final Invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 5. Withhold further federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

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Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

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

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

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

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

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

17. **Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air

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Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

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- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

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I. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

J. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

K. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

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

* Additional Exhibit(s):

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Nassau County

By:

Name: **Daniel B. Leeper**
Title: **Chairman**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

Name: **Greg Evans**
Title: District 2 Secretary

3/20/2020 | 9:18 AM

Legal Review:

DocuSigned by:

Melissa Blackwell

3/20/2020 | 9:17 AM

D6F7F95A8D9F451

WES 3.20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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 PROGRAM MANAGEMENT
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 Page 1 of 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 439496-1-58-01 & 68-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Nassau County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 9.531 miles;

Roadway ID	Roadway Side	# of Lanes	MP From/To	Section Work Length
74520000	LEFT RDWY	1	15.292 / 15.424	0.132
74520000	RIGHT RDWY	1	15.292 / 15.424	0.132
74520000	COMPOSITE	2	15.424 / 16.909	1.485
74520000	LEFT RDWY	1	16.909 / 17.088	0.179
74520000	RIGHT RDWY	1	16.909 / 17.088	0.179
74520000	COMPOSITE	2	17.088 / 24.823	7.735

PROJECT DESCRIPTION: Safety Improvements to include signage, pavement markings, raised thermoplastic audible/vibratory marking & friction course overlay with 1" average milling along CR 108 from Middle Road to US 17.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by 5/30/2020
- f) Construction to be completed by 12/31/2022

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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 PROGRAM MANAGEMENT
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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Nassau County 96161 Nassau Place Yulee, FL 32097	FINANCIAL PROJECT NUMBER: 439496-1-58-01 & 68-02
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2019-2020 (ACSS)	\$ <u>2,747,768.00</u>	\$ _____	\$ _____	\$ <u>2,747,768.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 2,747,768.00	\$ 0.00	\$ 0.00	\$ 2,747,768.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2019-2020 (ACSS)	\$ <u>450,000.00</u>	\$ _____	\$ _____	\$ <u>450,000.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 450,000.00	\$ 0.00	\$ 0.00	\$ 450,000.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 3,197,768.00	\$ 0.00	\$ 0.00	\$ 3,197,768.00

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

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

Amy Roberson
 District Grant Manager Name

DocuSigned by:

Amy Roberson

3/20/2020 | 9:24 AM EDT

Signature 1700058864042F

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
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EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
 PROGRAM MANAGEMENT
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EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
 CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
 CFDA Program Site: <https://www.cfda.gov/>
 Award Amount: \$3,197,768.00
 Awarding Agency: Florida Department of Transportation
 Award is for R&D: No
 Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40F
PROGRAM MANAGEMENT
10/18
Page 1 of 1**EXHIBIT "F"****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

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

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
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EXHIBIT "G"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

RESOLUTION NO. 2020- 09

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

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the construction and construction management of safety improvements on CR 108 from Middle Road to US 17 updating signage and pavement markings, raised thermoplastic audible/vibratory marking & friction course overlay with 1" average milling (Financial Project ID No. 439496-1-58-01 & 68-0);

NOW, THEREFORE, BE IT RESOLVED, this 27th day of January, 2020, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.

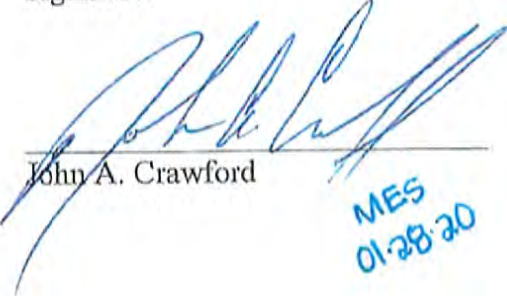
A CERTIFIED TRUE COPY

John A. Crawford, Ex-officio
Ryan B. Snyder, D.C.
EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

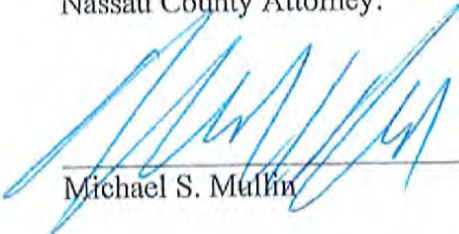

Daniel B. Leeper, Chairman

Attest as to Chairman's
Signature:


John A. Crawford

MES
01-28-20

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

To: Amy.Roberson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1K70

3/19/2020

CONTRACT INFORMATION

Contract:	G1K70
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	NASSAU COUNTY BOARD OF COUNTY C
Vendor ID:	F591863042053
Beginning Date of This Agreement:	03/18/2020
Ending Date of This Agreement:	12/31/2022
Contract Total/Budgetary Ceiling:	ct = \$3,197,768.00
Description:	Construction & construction management of safety improvements on CR 108 from Middle Rd to US 17.

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/19/2020

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024010206	55024010206
Expansion Option:	A1	A8
Object Code:	780000	780000
Amount:	\$2,747,768.00	\$450,000.00
Financial Project:	43949615801	43949616801
Work Activity (FCT):	215	215
CFDA:	20.205	20.205
Fiscal Year:	2020	2020
Budget Entity:	55150200	55150200
Category/Category Year:	088796/20	088718/20
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: \$3,197,768.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**525-010-32
PROGRAM MANAGEMENT
03/22

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D218-128-B

CONTRACT NO.

G1K70

FEDERAL AWARD DATE

3/8/2020

FPN

439496-1-58-01& 68-02

RECIPIENT UNIQUE ENTITY ID SAM NO.

RFKGNHR72H37

Recipient, Nassau County, desires to supplement the original Agreement entered into and executed on 03/20/2020 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Safety Improvements on CR 108 from Middle Road to US 17 Length Approx. 9.531 miles

Termini CR 108 from Middle Road to US 17

Description of Work:

Construction of safety improvements on CR 108 from Middle Road US 17

Reason for Supplement and supporting engineering and/or cost analysis:

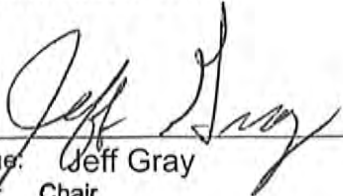
Extend contract time from 12/31/2022 until 6/30/2023. Nassau County has requested a time extension. See Exhibit A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

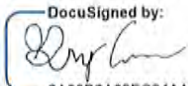
525-010-32
PROGRAM MANAGEMENT
08/19

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

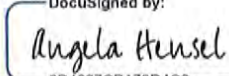
RECIPIENT Nassau County

By: 
Name: Jeff Gray
Title: Chair

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 8A93B2A03EC34AA
Name: Greg Evans
Title: District 2 Secretary
Date: 9/28/2022 | 2:04 PM EDT

Legal Review:

DocuSigned by:

0B42376B170D462



Nassau County Engineering Services
96161 Nassau Place
Yulee, FL 32097

CM2792-A1

Robert T. Companion, PE
Deputy County Manager - County Engineer

July 5, 2022

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

COPY: Taco E. Pope, County Manager

SUBJECT: LAP Funding
County Road 108 from Middle Road to US17
Financial Project ID: 439496-1-58-01 & 68-01
Status Update and Time Extension Request

Dear Mrs. Evans:

A project agreement between the Florida Department of Transportation (FDOT) and Nassau County for construction and construction management of safety improvements on County Road 108 from Middle Road to US Highway 17 began on March 20, 2020 with a completion date of December 31, 2022.

The County solicited for construction bids twice. The first time in Fall of 2020 resulted in only two bidders. When requesting permission from FHWA to move forward with only two bids a few discrepancies were found in the invitation to bid packet and the Board of County Commissioners voted to reject the two bids received and make the corrections. In June of 2021 three bids were received as a result of the second construction solicitation. While three bids were received, due to delays in contract writing and approvals and unprecedented inflation, none of the bidders were able to honor the bids. The bids were rejected by the Board of County Commissioners. A third solicitation is now open for construction bidders.

With the expiration of the grant scheduled for December 31, 2022, Nassau County is respectfully requesting an extension of the agreement for the construction and construction management of the safety improvements on County Road 108 until June 30, 2023, to provide enough time to complete the ITB process and complete the construction work under the LAP agreement. Should you have any questions or require additional information, please do not hesitate to contact me.
Thank you for your consideration of this request.

Sincerely,

Robert T. Companion
Deputy County Manager - County Engineer

YULEE
(904) 530-6225

FAX
(904) 491-3611

RESOLUTION NO. 2022-156

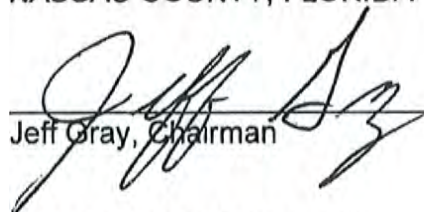
A RESOLUTION AUTHORIZING THE EXECUTION OF THE SUPPLEMENTAL AGREEMENT #1 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

WHEREAS, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County, Florida regarding construction of safety improvements on CR 108 from Middle Road to US 17 in Nassau County, Florida (Financial Project ID No. 439496-1-58, 68-01).

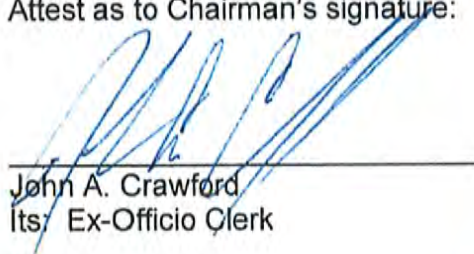
NOW, THEREFORE, BE IT RESOLVED, this 24th day of August, 2022, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Local Agency Program Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

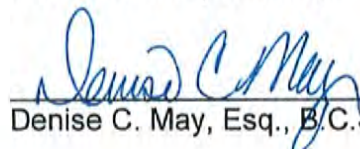
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


Jeff Gray, Chairman

Attest as to Chairman's signature:


John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Denise C. May, Esq., B.C.S.



A CERTIFIED TRUE COPY



EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

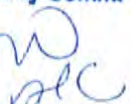
By:  

EXHIBIT "K"

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: FL20230193 01/06/2023

Superseded General Decision Number: FL20220193

State: Florida

Construction Type: Highway

Counties: Baker and Nassau Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

CARPENTER, Includes Form Work....	\$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.35 **	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37 **	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.77 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.94 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61 **	0.00
LABORER: Common or General.....	\$ 10.70 **	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04 **	0.00
LABORER: Flagger.....	\$ 12.02 **	0.00
LABORER: Grade Checker.....	\$ 13.64 **	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48 **	0.00

LABORER: Mason Tender -

Cement/Concrete.....\$ 12.81 ** 0.00

LABORER: Pipelayer.....\$ 14.42 ** 0.00

OPERATOR: Auger.....\$ 12.43 ** 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 15.06 ** 0.00

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 12.86 ** 0.00

OPERATOR: Boom.....\$ 16.50 0.00

OPERATOR: Boring Machine.....\$ 17.18 0.00

OPERATOR: Broom/Sweeper.....\$ 11.60 ** 0.00

OPERATOR: Bulldozer.....\$ 15.76 ** 0.00

OPERATOR: Concrete Finishing

Machine.....\$ 15.44 ** 0.00

OPERATOR: Concrete Pump.....\$ 19.57 0.00

OPERATOR: Concrete Saw.....\$ 15.09 ** 0.00

OPERATOR: Crane.....\$ 20.62 0.00

OPERATOR: Curb Machine.....\$ 19.21 0.00

OPERATOR: Distributor.....\$ 15.01 ** 0.00

OPERATOR: Drill.....\$ 14.71 ** 0.00

OPERATOR: Forklift.....\$ 12.02 ** 0.00

OPERATOR: Gradall.....\$ 14.71 ** 0.00

OPERATOR: Grader/Blade.....\$ 18.21 0.00

OPERATOR: Grinding/Grooving

Machine.....\$ 16.07 ** 0.00

OPERATOR: Loader.....\$ 14.07 ** 0.00

OPERATOR: Mechanic.....\$ 18.20 0.00

OPERATOR: Milling Machine.....\$ 15.27 ** 0.00

OPERATOR: Oiler.....\$ 14.92 ** 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.61 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.97 **	0.00
OPERATOR: Tractor.....	\$ 12.91 **	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.36	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.47 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.85 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 13.70 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.23 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

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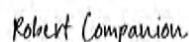
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Robert Companion

rcompanion@nassaucountyfl.com

Deputy County Manager - County Engineer

Nassau County BOCC

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tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

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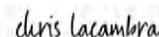
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chris lacambra

clacambra@nassaucountyfl.com

OMB Director

Nassau County BOCC

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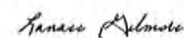
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Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

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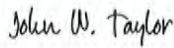
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John W. Taylor
John.Taylor@preferredmaterials.com
Vice President
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ID: f9b1db8b-fe71-4139-96e6-8a59c025c2d7

Abigail Jorandby
ajorandby@nassaucountyfl.com
Assistant County Attorney
Nassau BOCC
Security Level: Email, Account Authentication
(None)



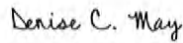
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Denise C. May
dmay@nassaucountyfl.com
Assistant County Attorney
Nassau County BOCC
Security Level: Email, Account Authentication
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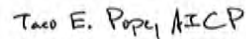
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Taco E. Pope, AICP
tpope@nassaucountyfl.com
County Manager
Nassau County BOCC
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Security Checked

5/3/2023 10:27:03 AM

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