

**CONTRACT FOR CONSTRUCTION OF IMPROVEMENTS TO  
COUNTY ROAD 108 FROM CR 115 (BAY ROAD) TO CR 121A (MIDDLE ROAD)**

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 **HUBBARD CONSTRUCTION COMPANY**, 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 CR108 from CR115 (Bay Road) to CR121A (Middle Road).

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 CR 115 (BAY ROAD) TO CR 121A (MIDDLE ROAD), 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 Florida Department of Transportation 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**

Initials                     

Initials

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 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions of Exhibit "A", and completed and ready for Final Payment in accordance with Paragraph 15.06 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 11 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 \$2,592 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 \$2,592 for each day that expires after the time specified in Paragraph 5.02

Initials WM

Initials [Signature]



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 15 "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 Two Hundred Seventy-One Thousand Nine Hundred Dollars and Sixty-Eight Cents**

**\$4,271,900.68**

As provided in Paragraph 13.03 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 10.05 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 13.03 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 15 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".

Initials WM

Initials JS

## 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 2.05 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 15.01 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 15.01 of the General Conditions of Exhibit "A".

## 7.03 Final Payment

A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 15.06 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 15.06 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.

Initials WMD

Initials JS

**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 5.03 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 5.06 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.

Initials WMD

Initials [Signature]

- 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 General Requirements and LAP Division 1 Specifications* (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")

Initials WMT

Initials 

10. *Certificate of Liability Insurance* (Attached hereto as Exhibit "H")
11. Title VI – Appendices A and E (Attached hereto as Exhibit "I")
12. LAP Agreement (Attached hereto as Exhibit "J")
13. FHWA 1273 (Attached hereto as Exhibit "K")
14. Federal Wage Rate Table (Attached hereto as Exhibit "L")
15. Utility Work Schedule (Attached hereto as Exhibit "M")
16. CSX Right of Entry Agreement (Attached hereto as Exhibit "N")
17. 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 Article 11 of the General Conditions of Exhibit "A".

#### ARTICLE 11 - MISCELLANEOUS

Initials WM

Initials JO



that are assignable to the Contractor under this Agreement. In addition, the Contractor understands and agrees that there are requirements in the LAP Agreement 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](mailto: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.

Initials WM

Initials 

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 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



Contract Tracking No.: CM3372

Bid No.: NC22-024-ITB

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

Signed: 

Title: Chairman

Date: 5-22-23

[CORPORATE SEAL]

Attest: 

Title: John A. Crawford, Ex-Officio Clerk

Address for giving notices:

96135 Nassau Place

Yulee, FL 32097

Phone: 904-530-6010 FAX: \_\_\_\_\_

Initials 

CONTRACTOR

Hubbard Construction Company

Signed: William N. Dumas

Title: Director of Contract Administration

Date: 5/2/2023

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

1936 Lee Road, Suite 300

Winter Park, Florida 32789

Phone: 407-645-5500 FAX: \_\_\_\_\_

License \_\_\_\_\_

(Where applicable)

Initials 

Contract Tracking No.: CM3372

Bid No.: NC22-024-ITB

Approved as to form by County Attorney

Agent for service of process:

  
\_\_\_\_\_  
Signature

(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.)

Initials WM

Initials   
\_\_\_\_\_

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



Copyright® 2018

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

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

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

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

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





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

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

## 5.0 LICENSE AGREEMENT

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



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology .....	6
Article 2—Preliminary Matters .....	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents .....	7
2.03 Before Starting Construction .....	7
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	8
2.05 Acceptance of Schedules .....	8
2.06 Electronic Transmittals.....	9
Article 3—Contract Documents: Intent, Requirements, Reuse .....	9
3.01 Intent.....	9
3.02 Reference Standards .....	10
3.03 Reporting and Resolving Discrepancies .....	10
3.04 Requirements of the Contract Documents .....	11
3.05 Reuse of Documents .....	11
Article 4—Commencement and Progress of the Work .....	12
4.01 Commencement of Contract Times; Notice to Proceed .....	12
4.02 Starting the Work.....	12
4.03 Reference Points .....	12
4.04 Progress Schedule .....	12
4.05 Delays in Contractor’s Progress .....	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	14
5.01 Availability of Lands .....	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions .....	16

5.05 Underground Facilities ..... 18

5.06 Hazardous Environmental Conditions at Site ..... 20

Article 6—Bonds and Insurance..... 22

6.01 Performance, Payment, and Other Bonds ..... 22

6.02 Insurance—General Provisions ..... 23

6.03 Contractor’s Insurance ..... 25

6.04 Builder’s Risk and Other Property Insurance ..... 26

6.05 Property Losses; Subrogation ..... 26

6.06 Receipt and Application of Property Insurance Proceeds ..... 27

Article 7—Contractor’s Responsibilities ..... 28

7.01 Contractor’s Means and Methods of Construction ..... 28

7.02 Supervision and Superintendence ..... 28

7.03 Labor; Working Hours ..... 29

7.04 Services, Materials, and Equipment..... 29

7.05 “Or Equals” ..... 29

7.06 Substitutes ..... 30

7.07 Concerning Subcontractors and Suppliers ..... 32

7.08 Patent Fees and Royalties ..... 33

7.09 Permits ..... 34

7.10 Taxes ..... 34

7.11 Laws and Regulations..... 34

7.12 Record Documents..... 35

7.13 Safety and Protection..... 35

7.14 Hazard Communication Programs ..... 36

7.15 Emergencies ..... 37

7.16 Submittals ..... 37

7.17 Contractor’s General Warranty and Guarantee..... 40

7.18 Indemnification ..... 41

7.19 Delegation of Professional Design Services ..... 41

Article 8—Other Work at the Site ..... 42

8.01 Other Work ..... 42

8.02 Coordination ..... 43

8.03 Legal Relationships..... 43



Article 9—Owner’s Responsibilities ..... 44

9.01 Communications to Contractor..... 44

9.02 Replacement of Engineer ..... 44

9.03 Furnish Data ..... 45

9.04 Pay When Due..... 45

9.05 Lands and Easements; Reports, Tests, and Drawings ..... 45

9.06 Insurance..... 45

9.07 Change Orders..... 45

9.08 Inspections, Tests, and Approvals..... 45

9.09 Limitations on Owner’s Responsibilities ..... 45

9.10 Undisclosed Hazardous Environmental Condition..... 45

9.11 Evidence of Financial Arrangements..... 45

9.12 Safety Programs ..... 45

Article 10—Engineer’s Status During Construction ..... 46

10.01 Owner’s Representative..... 46

10.02 Visits to Site..... 46

10.03 Resident Project Representative..... 46

10.04 Engineer’s Authority ..... 46

10.05 Determinations for Unit Price Work ..... 47

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work ..... 47

10.07 Limitations on Engineer’s Authority and Responsibilities..... 47

10.08 Compliance with Safety Program..... 47

Article 11—Changes to the Contract ..... 48

11.01 Amending and Supplementing the Contract..... 48

11.02 Change Orders..... 48

11.03 Work Change Directives ..... 48

11.04 Field Orders ..... 49

11.05 Owner-Authorized Changes in the Work ..... 49

11.06 Unauthorized Changes in the Work..... 49

11.07 Change of Contract Price ..... 49

11.08 Change of Contract Times ..... 51

11.09 Change Proposals..... 51

11.10 Notification to Surety..... 52

Article 12—Claims ..... 52

12.01 Claims ..... 52

Article 13—Cost of the Work; Allowances; Unit Price Work ..... 53

13.01 Cost of the Work ..... 53

13.02 Allowances ..... 57

13.03 Unit Price Work ..... 57

Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work..... 58

14.01 Access to Work..... 58

14.02 Tests, Inspections, and Approvals..... 58

14.03 Defective Work ..... 60

14.04 Acceptance of Defective Work..... 60

14.05 Uncovering Work ..... 60

14.06 Owner May Stop the Work ..... 61

14.07 Owner May Correct Defective Work..... 61

Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period..... 62

15.01 Progress Payments..... 62

15.02 Contractor’s Warranty of Title ..... 65

15.03 Substantial Completion..... 65

15.04 Partial Use or Occupancy ..... 66

15.05 Final Inspection ..... 67

15.06 Final Payment..... 67

15.07 Waiver of Claims ..... 68

15.08 Correction Period ..... 68

Article 16—Suspension of Work and Termination ..... 69

16.01 Owner May Suspend Work ..... 69

16.02 Owner May Terminate for Cause..... 70

16.03 Owner May Terminate for Convenience..... 71

16.04 Contractor May Stop Work or Terminate ..... 71

Article 17—Final Resolution of Disputes..... 72

17.01 Methods and Procedures..... 72

Article 18—Miscellaneous ..... 72

18.01 Giving Notice ..... 72

18.02 Computation of Times..... 72

18.03	Cumulative Remedies .....	72
18.04	Limitation of Damages .....	73
18.05	No Waiver .....	73
18.06	Survival of Obligations .....	73
18.07	Controlling Law .....	73
18.08	Assignment of Contract.....	73
18.09	Successors and Assigns .....	73
18.10	Headings.....	73



# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.



33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
  - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
51. *Engineer of Record* – The individual or entity named as such, or the Design Engineer, in the Agreement and has the authority set forth in the Standard General Conditions.







"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

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

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

### 2.02 *Copies of Documents*

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

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and



3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

- B. Before any Work at the Site is started, Contractor shall deliver to the Owner, certificates of insurance that Contractor is required to purchase and maintain in accordance with Article 5.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

#### 2.05 *Acceptance of Schedules*

- A. ~~At least 10 days before submission of the first Application for Payment a conference~~ A Preconstruction Conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.
  5. A schedule in accordance with the Contract shall be submitted and accepted by the Owner and engineer within thirty (30) days of NTP. Should a schedule not be accepted



within thirty (30) days of the NTP, it will be considered a breach of contract and reason for termination of the contract for cause in accordance with the Standard General Conditions.

## 2.06 *Electronic Transmittals*

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

## **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.







resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

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

### 3.05 *Reuse of Documents*

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





- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal or adverse weather conditions. On the 21<sup>st</sup> of each month, or the next following business day, the Contractor shall submit to the Owner and Engineer a request for weather days. Failure to submit the request forfeits the right to claim weather days for that period and any previous period. The Owner will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:
    - a. The Contractor being unable to work at least 50% of the normal workday on pre-determined controlling work items due to adverse weather conditions.No additional compensation will be made for delays caused by the effects of inclement weather.
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;



3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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

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

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

### **5.01 Availability of Lands**

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

### **5.02 Use of Site and Other Areas**

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other

materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
  - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  3. Technical Data contained in such reports and drawings.



- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  - 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
  - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  - 2. is of such a nature as to require a change in the Drawings or Specifications;
  - 3. differs materially from that shown or indicated in the Contract Documents; or
  - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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















Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

**5.06 Hazardous Environmental Conditions at Site**

**A. Reports and Drawings:** The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

**B. Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

**C.** Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

**D.** Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

**E.** If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner

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



Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. ~~All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.~~ All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 225, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute non-responsiveness on the part of the Contractor. The expense for all Bonds shall be the Contractor's responsibility.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such

notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

## 6.02 Insurance—General Provisions

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



- EJCDC® C-700, Standard General Conditions of the Construction Contract.  
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ thirty (30) days prior written notice has been given to the purchasing policyholder, Owner and other individuals and entities in the Contract or otherwise listed in the Contract Documents. ~~Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.~~

#### 6.03 Contractor's Insurance

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



#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other



property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### **6.06 Receipt and Application of Property Insurance Proceeds**

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Owner reserves the right to reject any means, methods, techniques, sequences or procedures proposed by Contractor which:
  - 1. will constitute or create a hazard to the Work or to the persons or damage to property or existing utilities; or
  - 2. will not produce finished Work in accordance with the terms of the Contract Documents.Owner's failure to exercise his right to reject such means, methods, techniques, sequences or procedures shall not relieve the Contractor of his obligation to accomplish the result intended in the Contract Documents nor shall the exercise of such right create a cause of action for damages.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 Supervision and Superintendence

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





1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
    - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) has a proven record of performance and availability of responsive service; and
    - 4) is not objectionable to Owner.
  - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.





- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

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



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

### 7.08 Patent Fees and Royalties

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





fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03. If Contractor observes that the Contract Documents are at variance with said laws, ordinances, rates, or regulations, Contractor shall promptly notify Engineer of Record and the County in writing, and any necessary changes shall be adjusted as provided in the Contract Documents. Contractor shall not proceed with the Work until so instructed by Owner.

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

#### 7.12 Record Documents

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

#### 7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground

Facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- K. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner.

#### 7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required



to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

### 7.15 Emergencies

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

### 7.16 Submittals

#### A. Shop Drawing and Sample Requirements

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



1. *Shop Drawings*

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

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

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

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

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



## 7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

### 7.18 Indemnification



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

## ARTICLE 8—OTHER WORK AT THE SITE

### 8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

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

## 8.02 Coordination

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

### 8.03 Legal Relationships

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



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

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

## ARTICLE 9—OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

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

### 9.02 *Replacement of Engineer*

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

**9.03** *Furnish Data*

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

**9.04** *Pay When Due*

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

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

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

**9.06** *Insurance*

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

**9.07** *Change Orders*

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

**9.08** *Inspections, Tests, and Approvals*

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

**9.09** *Limitations on Owner's Responsibilities*

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

**9.10** *Undisclosed Hazardous Environmental Condition*

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

**9.11** *Evidence of Financial Arrangements*

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

**9.12** *Safety Programs*

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



## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

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

### 10.02 *Visits to Site*

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

### 10.03 *Resident Project Representative*

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

### 10.04 *Engineer's Authority*

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



E. Engineer's authority as to Applications for Payment is set forth in Article 15.

**10.05 Determinations for Unit Price Work**

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

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

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

**10.07 Limitations on Engineer's Authority and Responsibilities**

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

**10.08 Compliance with Safety Program**

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



## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

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

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

**11.04 Field Orders**

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

**11.05 Owner-Authorized Changes in the Work**

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

**11.06 Unauthorized Changes in the Work**

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

**11.07 Change of Contract Price**

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:



1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

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

#### 11.09 *Change Proposals*

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

#### B. *Change Proposal Procedures*

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

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

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change



- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

### 11.10 Notification to Surety

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

## ARTICLE 12—CLAIMS

### 12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

- B. **Submittal of Claim:** The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge



and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or



2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are



consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.



- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- j. The cost of specific consideration for the indemnifications set forth in paragraph 7.18.
- k. The cost of compliance with current local, state and federal safety regulations.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.





determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

*E. Adjustments in Unit Price*

1. ~~Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~
  - a. ~~the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
  - b. ~~Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~
2. ~~The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~
3. ~~Adjusted unit prices will apply to all units of that item.~~
- E. If Owner objects to Contractor's quoted adjustment in Unit Price Work, Owner may assign such Work to its own forces or another contractor.
- F. Owner reserves the right to delete any Unit Price Work without financial penalty incurred from Contractor.

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

*14.01 Access to Work*

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

*14.02 Tests, Inspections, and Approvals*

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





#### 14.03 Defective Work

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

#### 14.04 Acceptance of Defective Work

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

#### 14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.



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

#### **14.06 Owner May Stop the Work**

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

#### **14.07 Owner May Correct Defective Work**

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



- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### 15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  3. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous work period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Within thirty (30) days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished. ~~must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~
  4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.



### C. Review of Applications



- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

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

*E. Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

- h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 Contractor's Warranty of Title

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

#### 15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete,



Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of



Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's*



review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment. The acceptance of Final Payment by Contractor designated and identified by Engineer as Final Payment shall be and shall operate as a release to Owner of all claims and all liability to Contractor other than claims in stated amounts as may be specifically excepted by Contractor for all things done or finished in connection it the Work and for every act of Owner and others relating to or arising out of the Work. Any payment, however, final or otherwise, shall not release Contractor or Contractor's Surety(ies) from any obligations under the Contract Documents or Bonds.

- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the



Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
  2. correct such defective Work;
  3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an



extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

#### 16.02 Owner May Terminate for Cause

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

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

### 16.03 Owner May Terminate for Convenience

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

#### 16.04 Contractor May Stop Work or Terminate

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



## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

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

## ARTICLE 18—MISCELLANEOUS

### 18.01 *Giving Notice*

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

### 18.02 *Computation of Times*

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

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are

otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### **18.04 Limitation of Damages**

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

#### **18.05 No Waiver**

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

#### **18.06 Survival of Obligations**

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

#### **18.07 Controlling Law**

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

#### **18.08 Assignment of Contract**

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

#### **18.09 Successors and Assigns**

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

#### **18.10 Headings**

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



# EXHIBIT "B"

## 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 441214-1-58-01**

##### **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 441214-1-58-01**

##### **Section 15.c**

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

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the

[RECIPIENT] and the State of Florida, Department of Transportation, Including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] 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 441214-1-58-01**

**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.









Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

## **PART 2 WORKING HOURS**

### **2.01 GENERAL**

Work under this Contract shall not be performed on County, State and/or national holidays or during such events as the Fernandina Beach Shrimp Festival, Concours D'Elegance, Nassau County School System FSA (as identified at the pre-bid conference), TPC Tournament, Florida-Georgia football game, Jaguars home football games, Gator Bowl, Greater Jacksonville Agricultural Fair, Greater Jacksonville Kingfish Tournament, and Isle of Eight Flags Shrimp Festival, except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Available workdays to perform Work will not include nighttime Work, weekend Work, or Work before 8:00 am or after 5:00 pm (40 hours per week) without prior approval from the County Engineer.

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. If the County grants the contractor the right to work beyond the normal working hours, the charges shall be those as described in Section 2.03 or as invoiced to Nassau County by CEI and Testing or other professionals required to monitor construction activities as determined by the Owner. A subsequent reduction in payment to the Contractor will be applied by a corresponding Change Order.

### **2.02 LANE CLOSURES**

Lane closures will be allowed subject to Nassau County's Road Closure Policy (Appendix B) and may not occur before 9:00 am or after 3:30 pm.

### **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 or Construction Engineering Inspections (CEI) fees to be paid by Contractor for expenses defined in Supplemental Conditions SC-6.02.C, SC-6.05.A.2.f, SC-6.17.E., SC-9.05.B and SC-13.03.A.

A. Engineer	\$217.83
B. Project Manager	\$185.91
C. Construction Administrator	\$100.00
D. Inspector	\$80.00
E. Administrative Assistant	\$65.00
F. Consultant Construction Engineering Inspection (CEI)	\$125.00

## **PART 3 ABBREVIATIONS**

### **3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES**

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

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

American Concrete Institute (ACI)

American Institute of Steel Construction (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Standards Association (ASA)

American Society of Mechanical Engineers (ASME)

American Society of Testing and Materials (ASTM)

American Water Works Association (AWWA)

American Welding Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

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

Code of Laws and Ordinances of Nassau County, Florida

Construction Specifications Institute (CSI)

Federal Specifications (FS)



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, January 2022 edition (Standard Specifications)

Florida Department of Traffic Standard Plans FY 2021-22 Edition (FDOT Index)

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

National Bureau of Standards (NBS)

National Electrical Manufacturer's Association (NEMA)

National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

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

Steel Structures Painting Council (SSPC)

Southern Standards Building Code (SSBC)

Underwriters' Laboratories, Inc. (UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding Safety

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





**SECTION 01 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.

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

**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.



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

- 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.

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

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

## 1.06 SAMPLES

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

## 1.07 CERTIFICATES OF COMPLIANCE

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

## 1.08 PERMITS AND APPROVALS

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



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

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

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

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

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**



## QUALITY CONTROL

## 1.01 CONTRACTOR QUALITY CONTROL PLAN

**1.02 SECTION INCLUDES**

### 1.03 CERTIFICATION AND TESTING

#### 1.04 CONTRACTOR TO PROVIDE

## 1.05 OUTSIDE AGENCY

## 1.06 LIMIT OF APPROVALS

182

## **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.

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

**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.

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

- 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, January 2022.
- 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.



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

## 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, January 2022 Edition.

### 1.03 SUBMITTALS

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



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

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

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

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.

- ## 1.06 BID PHASE SUBSTITUTIONS

- ## 1.07 CONSTRUCTION PHASE SUBSTITUTIONS

- ## 1.08 DEFECTIVE PRODUCTS

- 193



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

**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.





## CLOSEOUT PROCEDURES

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.

A. Submit test reports before requesting certification of 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.

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

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

**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





## Table of Contents

<b>SUPPLEMENTAL SPECIFICATIONS.....</b>	<b>1</b>
<b>LAP DIVISION 1 SPECIFICATIONS.....</b>	<b>2</b>
SECTION 1 – Definitions and Terms.....	3
FROM SECTION 4 (ALTERATION OF WORK) .....	4
FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).....	14
FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).....	20
FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING) .....	21
FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES) .....	32
FROM SECTION 9 (PARTIAL PAYMENTS) .....	35
<b>THIS COMPLETES THIS SPECIFICATIONS PACKAGE.....</b>	<b>39</b>

# **SUPPLEMENTAL SPECIFICATIONS**

## **LAP DIVISION 1 SPECIFICATIONS**

(REV 3-11-21) (1-22)

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)*



## SECTION 1 – DEFINITIONS AND TERMS:

**Department Name** Nassau County

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

### **Contractor's Engineer of Record.**

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

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

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

### **Specialty Engineer.**

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

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

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



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

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

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

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

Payment for burden shall be limited solely to the following:

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



Table 4-1	
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 4-1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

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

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

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176  
x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

$$\text{c. Allowable Rate Per Hour} = \frac{\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}}{\text{}}.$$

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 Standard Plans.

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

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

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

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

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

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

#### **4-3.9 Cost Savings Initiative Proposal:**

##### **4-3.9.1 Intent and Objective:**

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

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







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 Contractor's 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.









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

**5-12.6 Compensation for Extra Work or Delay:**

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

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

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

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





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;











not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

The Department has determined that eastern indigo snake (*Drymarchon corais couperi*) habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at: [http://www.fws.gov/northflorida/IndigoSnakes/20130812\\_Eastern\\_indigo\\_snake\\_Standard\\_Protection\\_Measures.htm](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
FL202201193	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.

## **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





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.

## 7-26 **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 EXTENSION, AND LIQUIDATED DAMAGES).**

##### **8-1 Subletting or Assigning of Contracts.**

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

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

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

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





The Department 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





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

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

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

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

**9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

#### **9-5.3 Withholding Payment:**

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

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

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

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

**9-5.4 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.





Design Envelope ID: CCB6Z3D6-4DAG-4D3D-916D-7C8F2C09B34A

# **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](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](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
<u>FL20230193</u>	<u>Nassau</u>	<u>Highway</u>

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









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

# **THIS COMPLETES THIS SPECIFICATIONS PACKAGE**





CONTRACT PLANS COMPONENTS

ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS

A DETAILED INDEX APPEARS ON THE  
KEY SHEET OF EACH COMPONENT

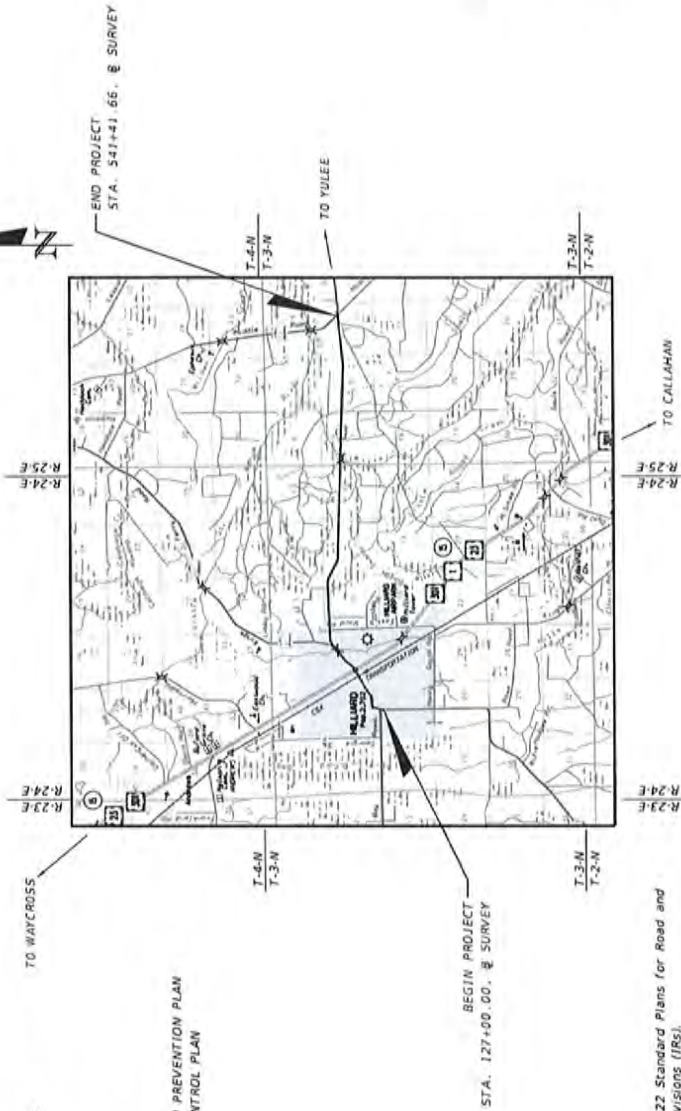
INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4 - 8	TYPICAL SECTIONS
9 - 11	PROJECT LAYOUT
12 - 13	PROJECT CONTROL
14	GENERAL NOTES
15 - 29	ROADWAY PLAN
30 - 31	SPECIAL DETAILS
32 - 35	CROSS SECTIONS
36 - 37	STORMWATER POLLUTION PREVENTION PLAN
38	TEMPORARY TRAFFIC CONTROL PLAN

NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS  
CONTRACT PLANS

FINANCIAL PROJECT ID 441214-1-58-01

NASSAU COUNTY  
CR 108 FROM BAY ROAD TO MIDDLE ROAD



ROADWAY PLANS  
ENGINEER OF RECORD:

ALAN NICKZ, P.E.  
P.E. LICENSE NUMBER 90032  
POND & COMPANY  
1200 RIVERPLAC BLVD, STE 600  
JACKSONVILLE, FL 32207  
CONTRACT NO.: CM3012  
VENDOR NO.: F581639128

PROJECT MANAGER:  
ROBERT COMPANION, P.E.

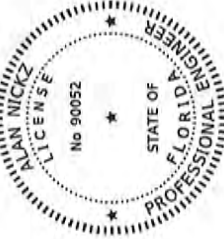
GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).  
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.flot.com/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website:  
<http://www.flot.com/programmanagement/implemented/specbooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
N/A	21	1



THIS DOCUMENT 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.

POND & COMPANY  
1200 RIVERPLACE BLVD, STE 600  
JACKSONVILLE, FL 32207  
ALAN NICKZ, P.E. NO. 90052

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4 - 8	TYPICAL SECTIONS
9 - 11	PROJECT LAYOUT
12 - 13	PROJECT CONTROL
14	GENERAL NOTES
15 - 29	ROADWAY PLAN
30 - 31	SPECIAL DETAILS
32 - 35	CROSS SECTIONS
36	TEMPORARY TRAFFIC CONTROL PLAN

THIS DOCUMENT 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.

PETERS AND YAFFEE, INC.  
9637 TAPESTRY PARK CIRCLE, SUITE 205  
JACKSONVILLE, FL 32246  
JAY SNYDER, P.E. NO. 86566

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
36 - 37	STORMWATER POLLUTION PREVENTION PLAN

REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	FINANCIAL PROJECT ID	
		ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207		CR 108	447214-1-58-01	2
SIGNATURE SHEET						

### SUMMARY OF PAY ITEMS

SUMMARY OF ROADWAY			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	TOTAL
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	9213
104-18	INLET PROTECTION SYSTEM	EA	34
110-1-1	CLEARING AND GRUBBING	LS/AC	6.33
120-1	REGULAR EXCAVATION	CY	158.3
120-6	EMBANKMENT	CY	174.9
285701	OPTIONAL BASE, BASE GROUP 01	SY	624
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	93047
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	31581
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 66-22 (OVERBUILD)	TN	73.4
334-1-53 (X)	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 66-22 (LEVELING)	TN	829.7
337-7-82	ASPHALT CONCRETE FRICTION COURSE TRAFFIC C, FC-9.5, PG 76-22	TN	8459.6
425-5	MANHOLE, ADJUST	EA	1
425-5-1	MANHOLE, ADJUST, UTILITIES	EA	8
425-6	VALVE BOXES, ADJUST	EA	1
522-2	SIDEWALK CONCRETE AND DRIVEWAY, 6" THICK	SY	16
527-2	DETECTABLE WARNING	SF	22
570-1-2	PERFORMANCE TURF, 500	SY	1586
570-1-3	PERFORMANCE TURF, 500 AND SOIL- SHOULDER TREATMENT INDEX 570-010	SY	29065

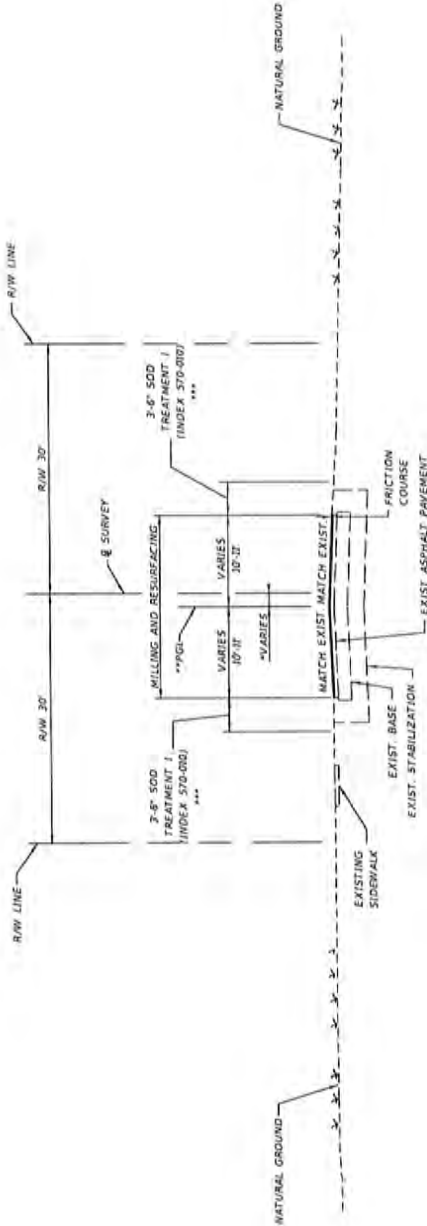
(X): NON-PARTICIPATING ITEM TO BE PAID FOR BY NASSAU COUNTY

### SUMMARY OF PAY ITEMS

SUMMARY OF SIGNING AND PAVEMENT MARKINGS			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	TOTAL
654-7-22	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, 761 - SOLAR, COMPLETE SIGN ASSEMBLY - BACK TO BACK	AS	4
700-1-11	SINGLE POST SIGN, FURNISH AND INSTALL, GROUND MOUNT, UP TO 12 SF	AS	61
700-1-60	SINGLE POST SIGN, REMOVE	AS	44
700-13-12	RETROREFLECTIVE SIGN STRIP - FURNISH AND INSTALL, 2'	EA	9
700-13-15	RETROREFLECTIVE SIGN STRIP - FURNISH AND INSTALL, 3'	EA	50
701-16-101	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, WHITE, SOLID, 6"	GM	13.387
705-10-1	OBJECT MARKER, TYPE 1	EA	3
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	1861
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW	EA	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	1
*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION	GM	1
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	54
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	476
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.044
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	6
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	12
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	466
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION	GM	0.150
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	89
711-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	29
711-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON PAVEMENT ASPHALT, RAILROAD DYNAMIC ENVELOPE	LF	155
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	1.999
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	0.024
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	6.854
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	4.908

DATE		DESCRIPTION	REVISIONS	ENGINEER OF RECORD	NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		SHEET NO.	
10/10/2022				ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207	ROAD NO. CR 108	COUNTY NASSAU	FINANCIAL PROJECT ID 441214-1-58-01	3
SUMMARY OF PAY ITEMS								





\*MAY BE FLIPPED TO REPRESENT EXISTING CONDITIONS  
\*\*PGL IS THE EXISTING CROWN OF ROADWAY  
\*\*\*LIMITS OF CLEANING AND GROOMING

### TYPICAL SECTION 1

CR 108

STA. 127+20.00 TO STA. 171+76.72

STA. 172+12.19 TO STA. 178+66.41

### PAVEMENT DESIGN

#### MILLING

MILL EXISTING ASPHALT PAVEMENT (1" DEPTH)

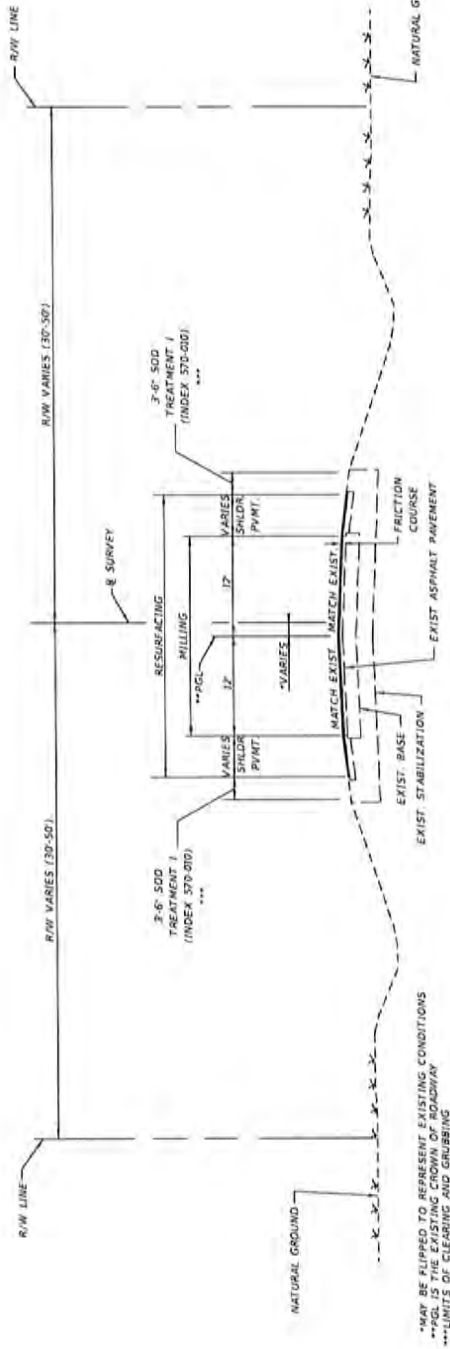
#### RESURFACING

FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (1") (PG 76-22)

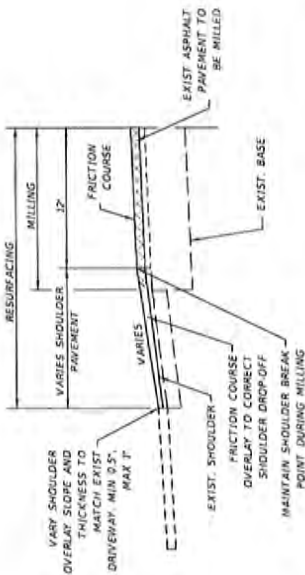
### TRAFFIC DATA

CURRENT YEAR = 2021 ADIT = 3400  
ESTIMATED OPENING YEAR = 2023 ADIT = 4800  
ESTIMATED DESIGN YEAR = 2043 ADIT = 5800  
K = 9.5% D = 53.7% T = 4.6% (24 HOUR)  
DESIGN HOUR T = 2.4%  
DESIGN SPEED = 30 MPH

REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
			ALAN NICKZ, P.E. LICENSE NUMBER 90052 POD & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE, FL 32207				
				CR 108	NASSAU		
						442124-1-58-01	4



MAY BE ELIPPED TO REPRESENT EXISTING CONDITIONS  
\*\*PGL IS THE EXISTING CROWN OF ROADWAY  
\*\*\*LIMITS OF CLEARING AND GRUBBING



PAVED/GRADED DRIVEWAY SHOULDER TIE-IN DETAIL

NTS

TRAFFIC DATA

CURRENT YEAR = 2021 ADOT = 3400  
ESTIMATED OPENING YEAR = 2023 ADOT = 4800  
ESTIMATED DESIGN YEAR = 2043 ADOT = 5500  
K = 9.5% D = 53.7% T = 4.6% (124 HOUR)  
DESIGN HOUR T = 2.4%  
DESIGN SPEED = 40/50/60 MPH

TYPICAL SECTION 2  
CR 108  
STA. 180+18.81 TO STA. 208+02.00  
STA. 215+36.00 TO STA. 485+12.00  
STA. 492+34.00 TO STA. 533+31.00

STANDARD PAVEMENT DESIGN

MILL EXISTING ASPHALT PAVEMENT (1\" DEPTH)

RESURFACING

FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (1\" (PG 76-22))

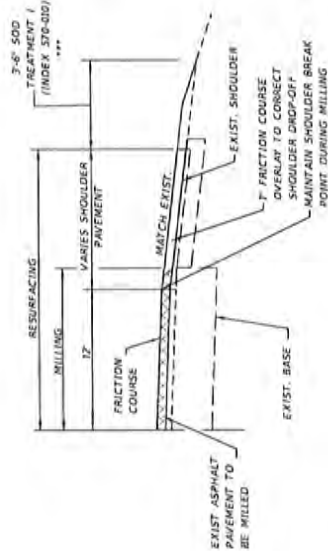
RUT CORRECTION PAVEMENT DESIGN  
(SEE PLANS FOR LOCATIONS)

MILL EXISTING ASPHALT PAVEMENT (1.5\" DEPTH)

RESURFACING

TYPE SP (TRAFFIC C) LEVELING (0.5\" (PG 76-22))

FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (1.0\" (PG 76-22))

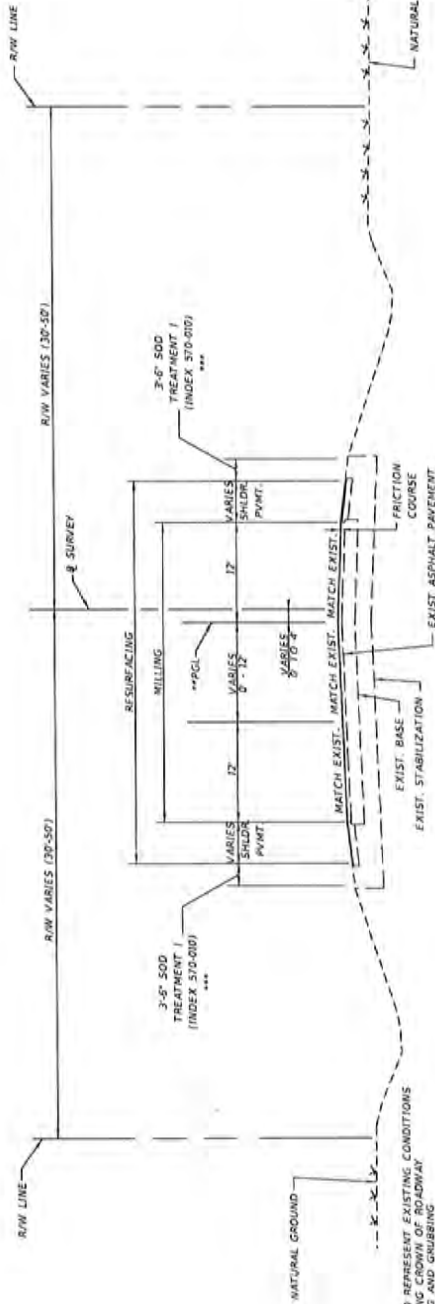


SHOULDER DROP-OFF CORRECTION DETAIL

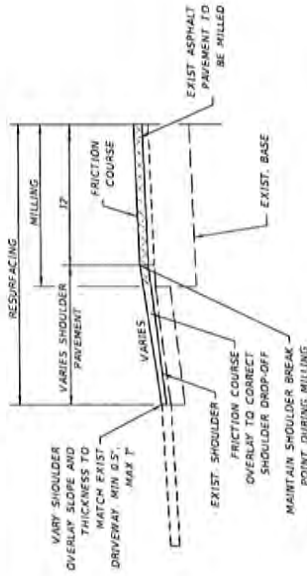
NTS

REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		TYPICAL SECTIONS		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				CR 108	NASSAU	441244-58-01			5





MAY BE FLIPPED TO REPRESENT EXISTING CONDITIONS  
PGL IS THE EXISTING CROWN OF ROADWAY  
LIMITS OF CLEARING AND GRUBBING



PAVED/GRADED DRIVEWAY SHOULDER TIE-IN DETAIL  
NTS

TRAFFIC DATA

CURRENT YEAR = 2021 ADOT = 3400  
ESTIMATED OPENING YEAR = 2023 ADOT = 4800  
ESTIMATED DESIGN YEAR = 2043 ADOT = 5800  
K = 9.5% D = 53.7% T = 4.6% (24 HOUR)  
DESIGN HOUR T = 2.4%  
DESIGN SPEED = 40/50/60 MPH

TYPICAL SECTION 3

CR 108

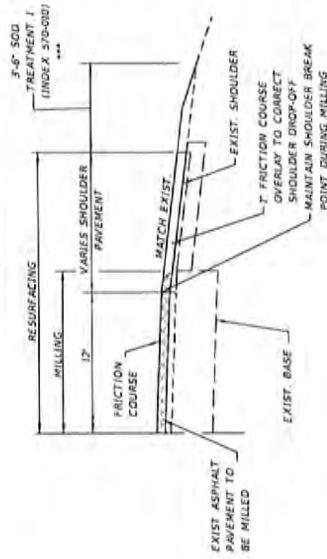
STA. 208+02.00 TO STA. 215+36.00  
STA. 533+31.00 TO STA. 539+57.75

STANDARD PAVEMENT DESIGN

MILLING  
MILL EXISTING ASPHALT PAVEMENT (1" DEPTH)  
RESURFACING  
FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (1") (PG 76-22)

RUT CORRECTION PAVEMENT DESIGN  
(SEE PLANS FOR LOCATIONS)

MILLING  
MILL EXISTING ASPHALT PAVEMENT (1.5" DEPTH)  
RESURFACING  
TYPE SP (TRAFFIC C) LEVELING (0.5") (PG 76-22)  
FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (1.0") (PG 76-22)

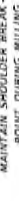


SHOULDER DROP-OFF CORRECTION DETAIL  
NTS

REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		TYPICAL SECTIONS		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ALAN NICKZ, P.E.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	6	
				LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD. STE 600 JACKSONVILLE FL 32207	CR 108	NASSAU	441244-58-01		



STA 490+50.00 TO STA. 492+34.00



## SWS

CURRENT YEAR  
ESTIMATED OPENING YEAR = 2021 ADOT = 3400  
ESTIMATED OPENING YEAR = 2023 ADOT = 4800  
ESTIMATED DESIGN YEAR = 2043 ADOT = 5800  
DESIGN HOUR T = 4.5% (74 HOUR)  
DESIGN HOUR T = 2.6%  
DESIGN SPEED = 60 MPH

## NTS

FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (1.5") (PG 76-22)

MILL EXISTING ASPHALT PAVEMENT (1.5" DEPTH)

OVERBUILD  
TYPE SP (TRAFFIC C) OVERBUILD (THICKNESS VARIES) (PG 76-22)

RESURFACING

FRICTION COURSE TYPE FC-9.5 (TRAFFIC C) (1.5") (PG 76-22)

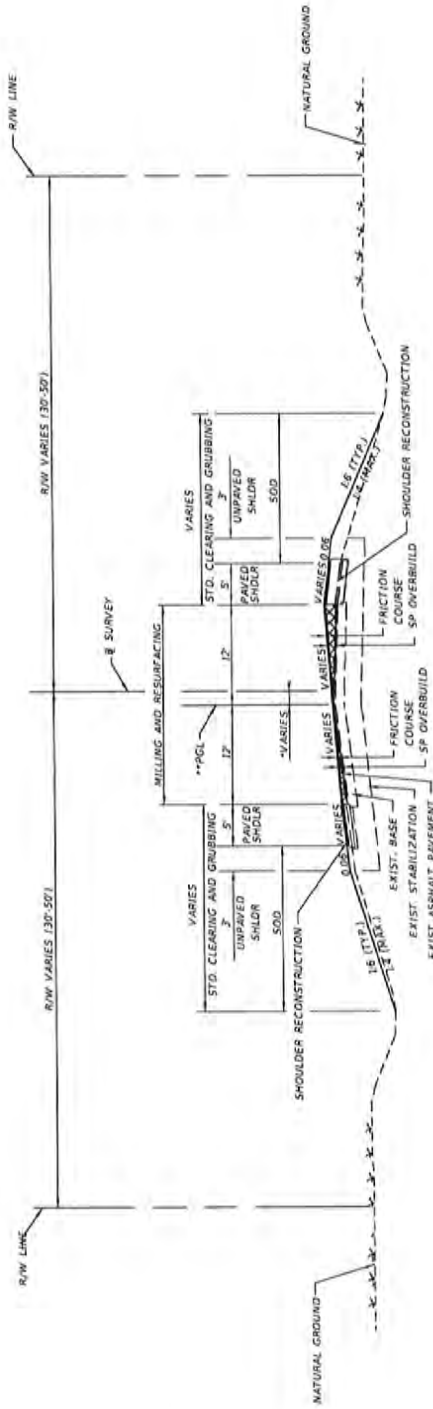
SHOULDER RECONSTRUCTION

OPTIONAL BASE GROUP 1 WITH  
TYPE SC 05 (TRAFFIC C) (1)

FRICTION COURSE TYPE FC-5.3 (TRAFFIC C) (1.5 / 1.0 / 0.25)

DATE		REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		SHEET NO.	
DESCRIPTION		DATE		DESCRIPTION		ROAD NO.		FINANCIAL PROJECT ID	
				ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207		COUNTY		4472164-1-58-01	
						CR 108		NASSAU	
<b>TYPICAL SECTIONS</b>									
7									





TYPICAL SECTION 5  
CR 108  
STA. 487+20.00 TO STA. 490+50.00

PAVEMENT DESIGN

MILLING  
MILL EXISTING ASPHALT PAVEMENT (1.5" DEPTH)  
OVERBUILD

TYPE SP (TRAFFIC C) OVERBUILD (THICKNESS VARIES) (PG 76-22)

RESURFACING

FRICITION COURSE TYPE FC-9.5 (TRAFFIC C) (1.5") (PG 76-22)

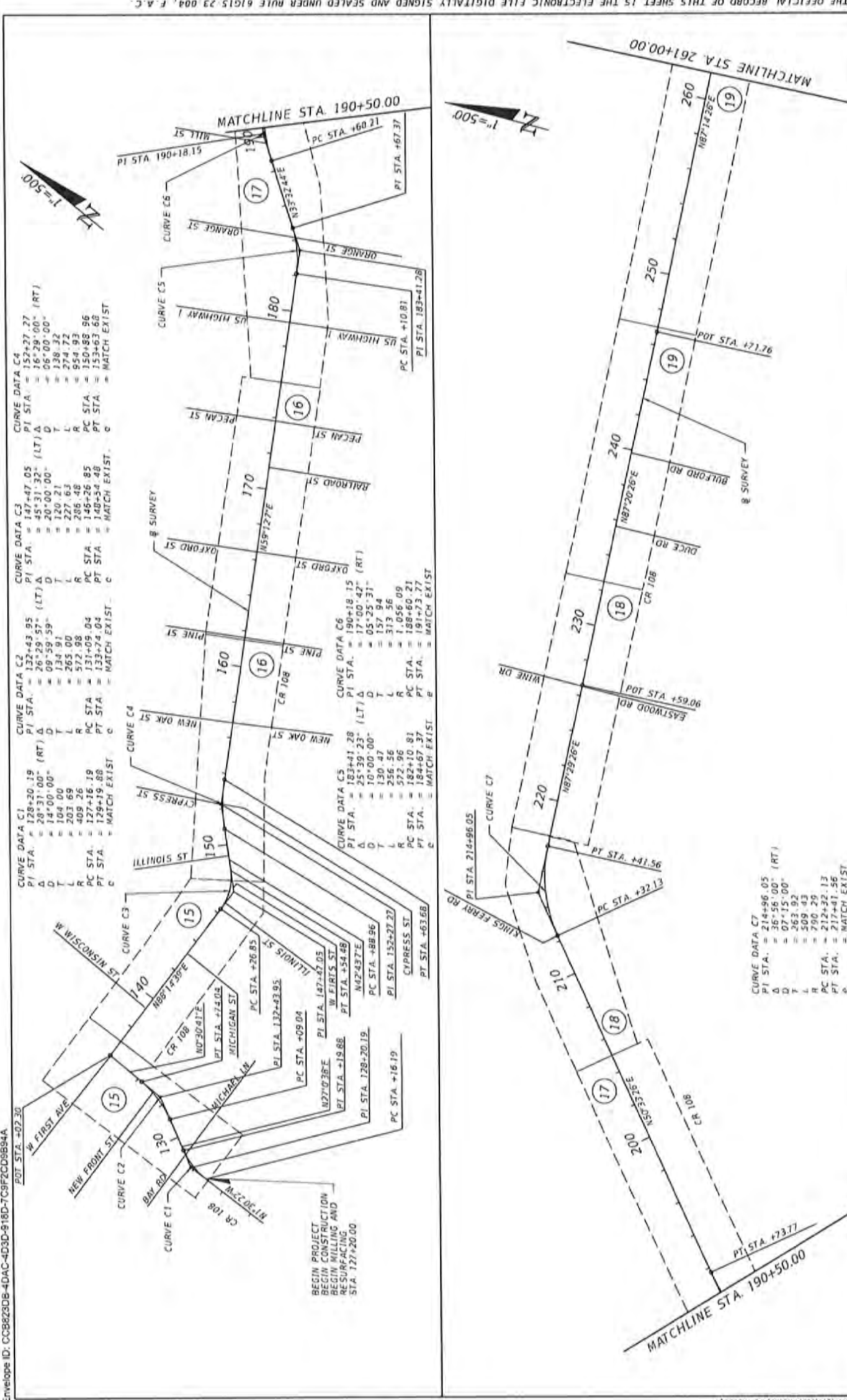
SHOULDER RECONSTRUCTION  
OPTIONAL BASE GROUP 1 WITH

FRICITION COURSE TYPE FC-9.5 (TRAFFIC C) (1.5") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2021 ADOT = 3400  
ESTIMATED OPENING YEAR = 2023 ADOT = 4800  
ESTIMATED DESIGN YEAR = 2043 ADOT = 5800  
K = 5.5% D = 33.7% T = 4.8% (24 HOUR)  
DESIGN HOUR T = 2.4%  
DESIGN SPEED = 60 MPH

REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	FINANCIAL PROJECT ID	
			ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 17200 RIVERPLACE BLVD, STE 500 JACKSONVILLE FL, 32207	CR 108	44704-158-01	8
TYPICAL SECTIONS						

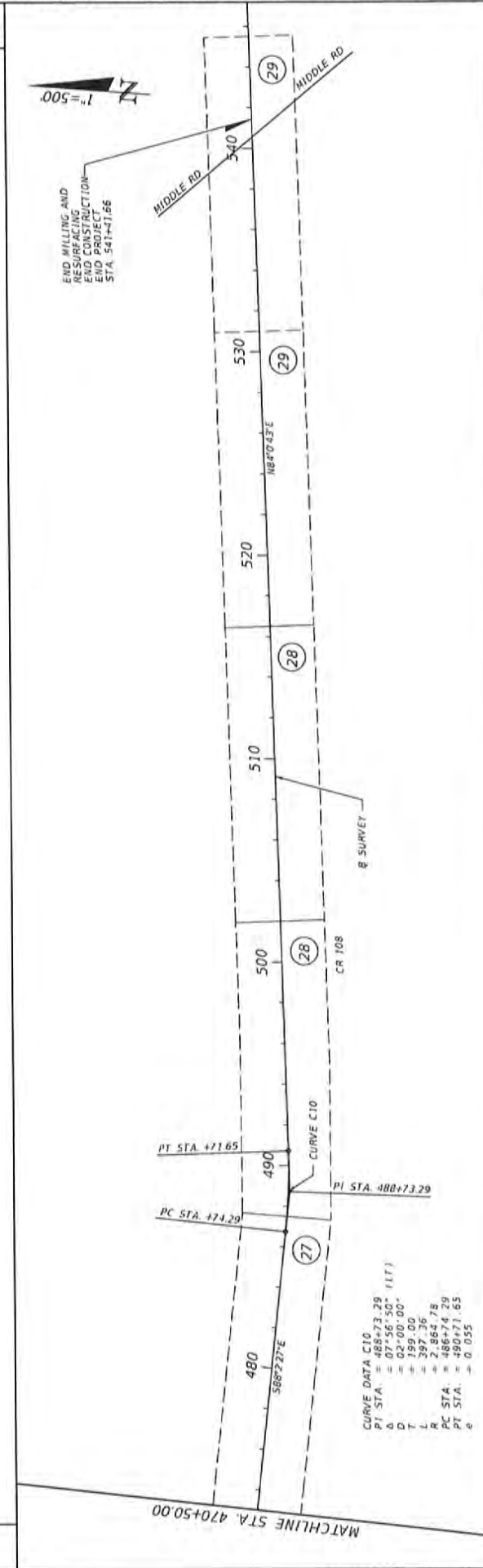
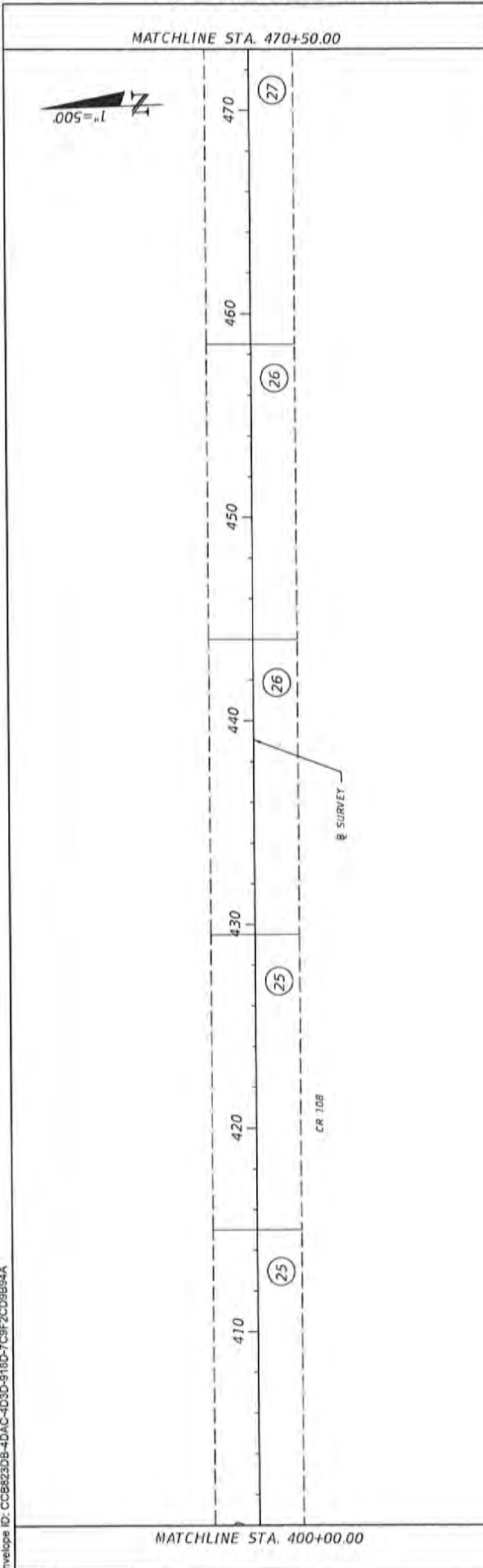


REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		PROJECT LAYOUT		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 108	NASSAU	4412141-58-01		9

ALAN NICKT, P.E.  
 LICENSE NUMBER 90052  
 POND & COMPANY  
 1200 RIVERPLACE BLVD, STE 600  
 JACKSONVILLE, FL 32207







DATE		REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		PROJECT LAYOUT	SHEET NO.
DESCRIPTION		DATE		DESCRIPTION		ROAD NO. COUNTY			
				ALAN NICKZ, P.E. LICENSE NUMBER 90052 1700 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207		FINANCIAL PROJECT ID CR 108 NASSAU 441214-1-SB-01			
									IT



### PROJECT CONTROL NOTE

1. PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 1983/2011 HORIZONTAL DATUM EAST ZONE.
2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD83).
3. HORIZONTAL INFORMATION FOR VERTICAL CONTROL ARE SHOWN TO THE NEAREST FOOT FOR COORDINATES, AND ARE TO BE USED FOR RECONNAISSANCE PURPOSES ONLY. DO NOT USE FOR HORIZONTAL CONTROL.
4. LOCALIZATION TO PROJECT CONTROL IS REQUIRED.

COUNTY ROAD 108 ALIGNMENT			
STATION	NORTHING (Y)	EASTING (X)	
BEGIN SURVEY STA 123+12.60	2309355.72	363707.32	
P.C. STA. 127+16.19	2309259.17	363696.71	
P.T. STA. 129+19.88	2309955.79	363741.21	
P.C. STA. 131+09.04	2310124.32	363827.12	
P.T. STA. 133+17.04	2310379.42	363889.59	
P.C. STA. 146+26.85	2310639.07	364915.69	
P.T. STA. 148+54.48	2310731.07	365117.39	
P.C. STA. 150+88.96	2310903.34	365276.46	
P.T. STA. 153+63.68	2311075.78	365485.11	
P.C. STA. 182+10.81	2312533.56	367934.73	
P.T. STA. 184+67.38	2312709.10	368118.89	
P.C. STA. 188+60.21	2313036.50	368335.97	
P.T. STA. 191+73.77	2313268.48	368545.23	
P.C. STA. 212+32.13	2314576.18	370134.81	
P.T. STA. 217+41.56	2314755.40	370602.29	
P.C. STA. 226+59.06	2314795.57	371518.91	
P.T. STA. 246+71.76	2314888.96	373529.45	
P.C. STA. 270+76.30	2315004.72	375931.19	
P.T. STA. 281+91.81	2314258.46	377001.96	
P.C. STA. 283+76.96	2314191.25	378045.56	
P.T. STA. 302+66.44	2313959.37	378895.98	
P.C. STA. 334+96.99	2313851.73	382124.74	
P.T. STA. 349+33.79	2313801.34	383560.66	
P.C. STA. 486+74.29	2313331.62	397293.12	
P.T. STA. 490+71.65	2313345.58	397689.92	
END SURVEY STA 559+78.82	2314066.16	404559.40	

### HORIZONTAL CONTROL

POINT NAME	STATION	OFFSET	ELEVATION (Z)	DESCRIPTION	NORTHING (Y)	EASTING (X)
H1	119+18.46	-398.43	83.62	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2309661.33	363702.74
H2	119+19.71	19.13	84.07	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2309666.27	363718.59
H3	214+46.11	-59.88	50.54	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2314742.96	370282.05
H4	225+08.99	18.62	54.92	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2314774.34	371459.71
H5	540+56.32	-38.77	22.51	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313903.16	402643.34
H6	548+09.76	-19.37	20.61	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313971.81	403474.26
H7	236+00.29	-35.34	51.70	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2314874.55	372457.49
H8	246+45.36	18.46	43.68	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2314869.29	373503.93
H9	257+41.11	-19.64	26.31	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2314960.06	374596.61
H10	267+50.61	-35.38	22.81	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2315024.38	375604.18
H11	277+83.00	-17.41	25.20	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2314933.57	376633.98
H12	288+42.19	-20.42	28.12	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2314465.12	377585.79
H13	298+79.66	17.50	21.33	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2315994.17	378509.26
H14	309+07.81	-19.53	17.04	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2315957.52	379537.65
H15	319+01.41	-21.25	18.47	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2315926.14	380530.75
H16	329+42.76	-17.71	18.49	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2315887.90	381571.40
H17	340+10.90	-16.80	17.66	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313850.50	382638.92
H18	350+45.11	-19.13	16.34	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313816.66	383672.56
H19	360+70.62	-18.53	16.02	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313781.00	384697.45
H20	371+01.82	-19.75	15.50	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313746.97	385728.09
H21	381+24.78	-18.51	15.84	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313710.76	386750.41
H22	391+41.88	-21.20	14.41	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313678.69	387767.21
H23	401+24.03	-19.44	14.86	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313641.63	388798.45
H24	411+48.99	-23.18	18.51	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313610.33	389822.98
H25	422+42.91	-20.37	19.00	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313571.84	390866.20
H26	432+87.21	-21.26	20.38	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313537.03	391909.96
H27	443+16.67	-20.57	20.09	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313469.82	392988.71
H28	453+62.11	-20.57	20.93	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313465.41	393983.56
H29	463+65.25	-21.83	20.58	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313431.16	394986.14
H30	474+29.76	-18.50	17.44	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313395.99	396050.07
H31	484+94.23	-18.50	17.44	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313356.27	397113.80
H32	495+23.04	-18.26	18.85	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313410.83	398136.94
H33	505+92.00	-21.40	20.82	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313525.47	399199.74
H34	516+65.67	-22.78	19.87	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313638.85	400287.41
H35	527+19.97	-23.81	21.55	SET 5/8" REBAR WITH CAP "DRMP INC. TRAV"	2313756.13	401375.52

PROJECT CONTROL				SHEET NO.		12	
BOARD OF COUNTY COMMISSIONERS				NASSAU COUNTY			
				ROAD NO.			
				COUNTY			
				FINANCIAL PROJECT ID			
ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207				CR 108		NASSAU	441714-158-01
DATE		DESCRIPTION		REVISONS		ENGINEER OF RECORD	
5/29		2/15/81		2/15/81		2/15/81	
5/29		5/29/79		2/15/81		2/15/81	

VERTICAL CONTROL

POINT NAME	C STATION	OFFSET	ELEVATION (Z)	DESCRIPTION	NORTHING (Y)	EASTING (X)
M 597	OFF BASELINE	OFF BASELINE	82.85	STAINLESS STEEL ROD WITH ENCASEMENT STAMPED M 597 2004	2508461	363777
HILLIARD	171+59	54 RT	67.03	CONCRETE MONUMENT WITH BRASS DISK STAMPED HILLIARD 1917	2311948	387039
C 515	179+86	510 LT	61.25	STAINLESS STEEL ROD WITH ENCASEMENT STAMPED C 515 2001	2312837	387461
Z/JX A	223+15	400 LT	53.77	STAINLESS STEEL ROD WITH ENCASEMENT STAMPED Z/JX A 1995	2312181	371138
X 515	539+53	64 LT	73.41	CONCRETE MONUMENT WITH BRASS DISK STAMPED X 515 2001	2313914	402337

REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS			PROJECT CONTROL	SHEET NO. 13
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			BLAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207	CR 108	NASSAU	440214-1-58-01		

GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:  
Clyde W. Faust, P.S.M.  
P.S.M. No. 6500  
8007 Bollig Parkway, Suite 200 Jacksonville, FL 32256  
Certificate of Authorization: 2648
3. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED V<sub>u</sub>, V<sub>h</sub>, AND V<sub>HL</sub>) HAVE BEEN VERIFIED USING THE 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.
4. UTILITY/AGENCY OWNERS: COMPANY CONTACT TELEPHONE NUMBERS  
FLORIDA POWER AND LIGHT (FPL) JOSH KEWIN (904) 225-3031  
COMCAST JAMES GRAHAM (904) 380-6341  
LUMEN JAMES YOUNG (352) 303-2430  
VERIZON MARTIN FISHER (904) 222-1568  
AT&T WORLDWIDE COMMUNICATIONS (904) 222-1568  
AT&T FLORIDA (386) 364-2463  
AT&T SOUTHEASTERN DAVID JORDAN (386) 364-2463  
AT&T CORPORATION SUNIL PARRAY (407) 578-8000  
ONEFENKIE RURAL ELECTRIC ROY SIKES (800) 262-5131 x3305
5. ALL EXISTING DRAINAGE PIPES/STRUCTURES SHALL REMAIN UNLESS NOTED OTHERWISE IN THE PLANS.
6. ALL ROADWAY WORK WITHIN THE RAILROAD RIGHT-OF-WAY MUST BE COMPLETED IN CONSECUTIVE CALENDAR DAYS TO BE DETERMINED JOINTLY BY THE DISTRICT CONSTRUCTION AND RAIL OFFICES. THE WORK TO BE COMPLETED INCLUDES ALL ITEMS NECESSARY TO RELIEVE THE FLAGMAN FROM PROVIDING PROTECTIVE SERVICES.
7. ALL ASPHALT MILLINGS FROM A NASSAU COUNTY ROAD SHALL BE DELIVERED TO THE COUNTY 37356 PEA FARM RD. HILLARD, FL 32046.
8. CONTRACTOR SHALL PERFORM PRE-CONSTRUCTION VIDEO WITHIN PROJECT LIMITS.
9. THE INTERSECTION OF CR 108 AND US 1 CURRENTLY HAS VIDEO DETECTION. THERE ARE EXISTING INACTIVE TRAFFIC LOOPS WITHIN THE MILLING AND RESURFACING LIMITS. THE LOOPS SHALL BE SAWCUT AND ANYTHING OUTSIDE OF THE MILLING AND RESURFACING LIMITS SHALL REMAIN.

NASSAU COUNTY STORMWATER NOTES

1. ALL STORMWATER DRAINAGE FACILITIES WITHIN PUBLIC RIGHT-OF-WAY AND PAVED AREAS, INCLUDING NASSAU COUNTY RIGHT-OF-WAY, TURN LANE, RESIDENTIAL ROADWAYS, DRIVE AISLES FOR MULTI-FAMILY DEVELOPMENTS, AND MAJOR DRIVE AISLES FOR COMMERCIAL DEVELOPMENTS SHALL BE LASER PROFILED PER FOOT SECTION 450.
2. DRAINAGE EASEMENTS AND DITCHES SHOULD REMAIN FREE OF STOCKPILED SOIL, SEDIMENT, MUD, CONSTRUCTION MATERIALS/WASTE, ET CETERA AT ALL TIMES. POSITIVE STORMWATER FLOW MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.
3. WHEN THE AREA IS INACTIVE FOR FOURTEEN DAYS OR MORE OR HAS REACHED FINISHED GRADE.
4. PER ORDINANCE 99-17 SECTION 10.6.5.1, IMMEDIATELY INSTALL ADDITIONAL EROSION PROTECTION SEDIMENT CONTROL MEASURES IF SEDIMENT IS OBSERVED ON THE PROJECT SITE. SEDIMENT TO YOUR SITE MAY BE OBSERVED IN DELAYED INSPECTIONS, NOTICES OF VIOLATION, CITATIONS, FINES, PENALTIES, AND/OR STOP WORK ORDERS.
5. PER 99-17 SECTION 10.1.2 A-E, STORMWATER MANAGEMENT FOR A PROJECT SHALL NOT HAVE ADVERSE EFFECTS ON ADJACENT PROPERTIES, DOWNSTREAM STRUCTURES, OR RIGHTS OF OTHER LANDOWNERS.

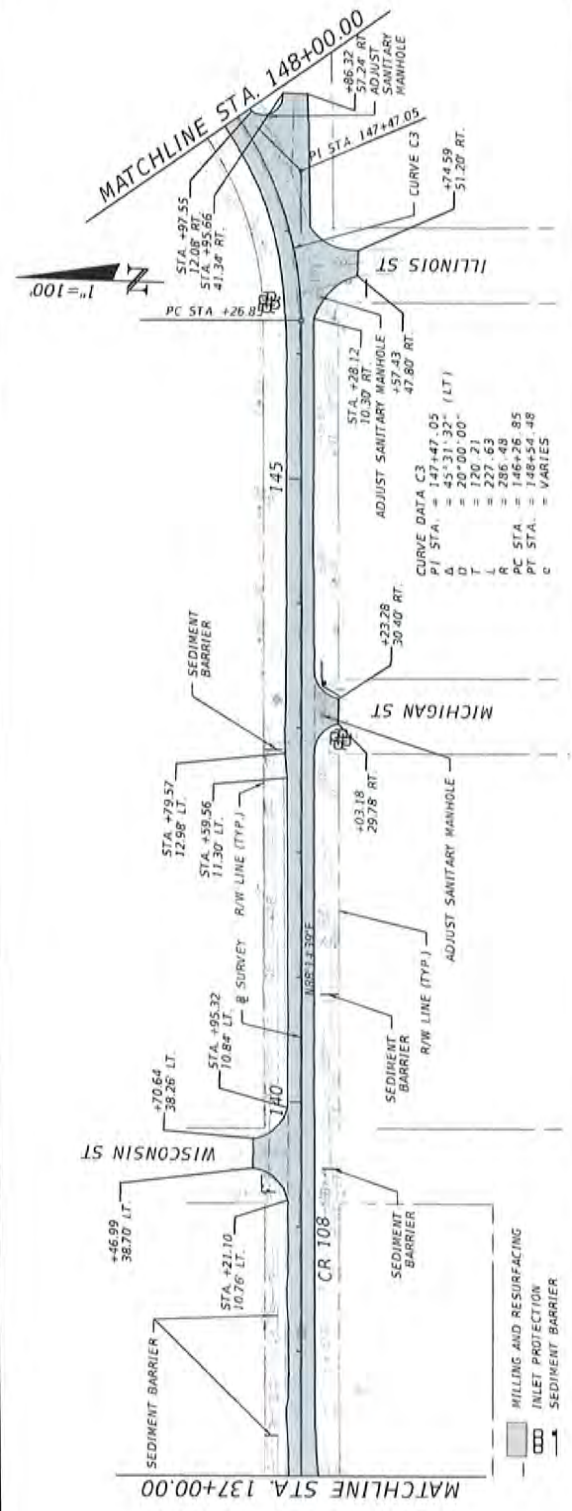
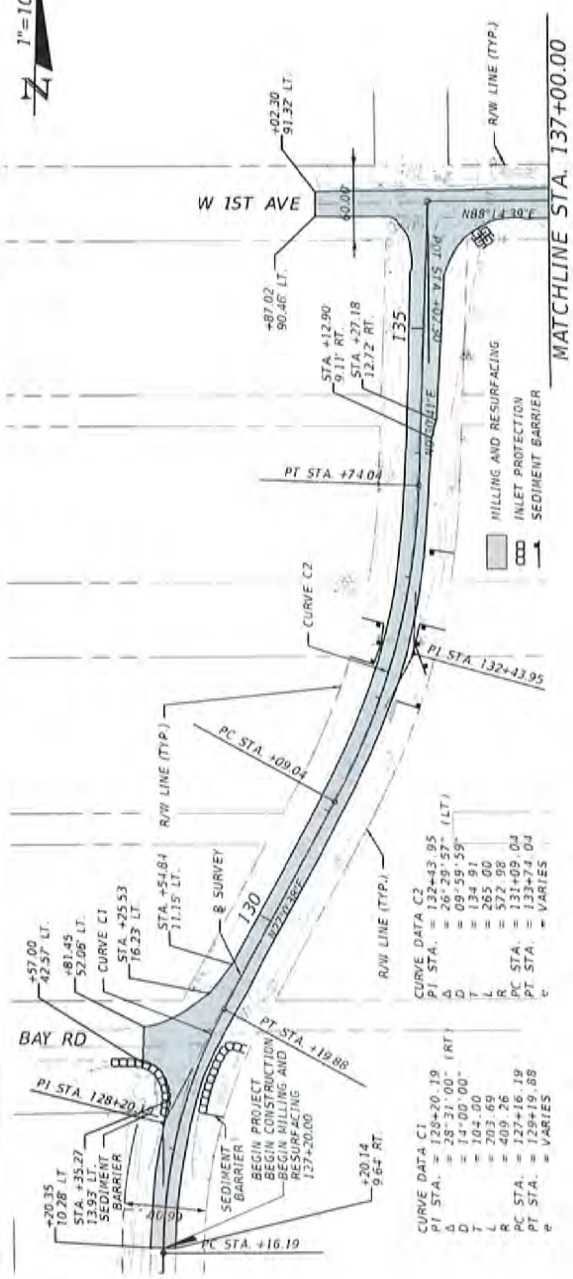
NASSAU COUNTY PAVING NOTES

1. PER NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS, ORDINANCE 99-17 SECTION 12.2 AND 12.4, A CONSTRUCTION BOND AND 26-MONTH MAINTENANCE BOND WILL BE REQUIRED FOR ALL WORK WITHIN NASSAU COUNTY RIGHT-OF-WAY.
2. A PRE-PAVE MEETING IS REQUIRED PRIOR TO ANY PAVING OPERATIONS WITHIN NASSAU COUNTY ROW, RESIDENTIAL SUBDIVISIONS, OR MULTI-FAMILY DEVELOPMENTS.
3. APPROVED MIX DESIGNS SHALL BE PROVIDED TO NASSAU COUNTY CONSTRUCTION INSPECTOR 48 HOURS PRIOR TO PRE-PAVE MEETING OR PLACEMENT OF CONCRETE.
4. CONTRACTOR IS REQUIRED TO HAVE A CERTIFIED OC ASPHALT LEVEL II TECHNICIAN DURING ANY ASPHALT OPERATIONS WITHIN NASSAU COUNTY ROW, RESIDENTIAL SUBDIVISION, OR MULTI-FAMILY DEVELOPMENTS.
5. ALL BASES SHALL BE PRIMED IN ACCORDANCE WITH ORDINANCE 99-17 SECTION 11.5.2.3, NASSAU COUNTY STANDARD DETAILS, AND FOOT STANDARD SPECIFICATIONS.
6. SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN COMPLIANCE WITH NASSAU COUNTY STANDARDS. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND FOOT STANDARD PLANS.
7. MAINTENANCE OF TRAFFIC (MOT) SHALL BE IN COMPLIANCE WITH FOOT STANDARD INDEX 600 SERIES.
8. ALL WORK, MATERIALS, AND TESTING PERFORMED WITHIN NASSAU COUNTY RIGHT-OF-WAY AND SINGLE-PURPOSE DRIVE SHALL BE IN ACCORDANCE WITH THE CURRENT REVISION OF NASSAU COUNTY'S ORDINANCE 99-17 AND ALL CURRENT NASSAU COUNTY STANDARD DETAILS.
9. PER ORDINANCE 99-17 SECTION 11.9.2, ALL PAVEMENT MARKINGS WITHIN NASSAU COUNTY ROW SHALL BE LEAD FREE THERMOPLASTIC MEETING NASSAU COUNTY AND FOOT STANDARD SPECIFICATION LATEST EDITION.
10. REMOVING PAVEMENT MARKINGS WITHIN NASSAU COUNTY ROW SHALL BE:  
a. GRINDING OR HYDRO-BLASTING ON WEATHERED ASPHALT SURFACES.  
b. HYDRO-BLASTING ONLY ON NEW ASPHALT SURFACES.  
c. PAINT BLACKOUT IS PROHIBITED.
11. PER ORDINANCE 99-17 SECTION 8.5.5, ANY DAMAGE TO PAVEMENT RESULTING FROM CONSTRUCTION OR PAVEMENT MARKING REMOVAL WITHIN PUBLIC ROW NOT PLANNED AS PART OF THE PROJECT SHALL BE MILLED AND OVERLAID FOR ENTIRE WIDTH OF ROADWAY AND LENGTH OF DAMAGE PLUS 50' IN EACH DIRECTION.
12. SINGLE VERTICAL JOINTS IN ROADWAY CONSTRUCTION SHALL BE AVOIDED IN NASSAU COUNTY RIGHT-OF-WAY USING NASSAU COUNTY STANDARD DETAIL #26.
13. ALL CONCRETE SHALL BE A MINIMUM OF 3000 PSI WITHIN PUBLIC RIGHT-OF-WAY.

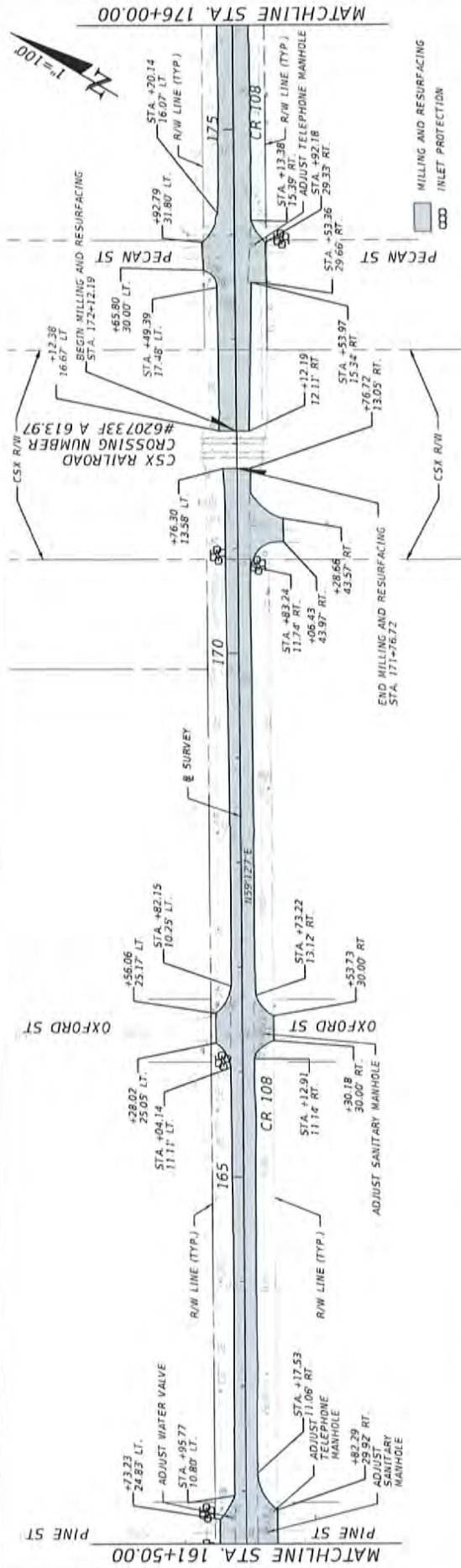
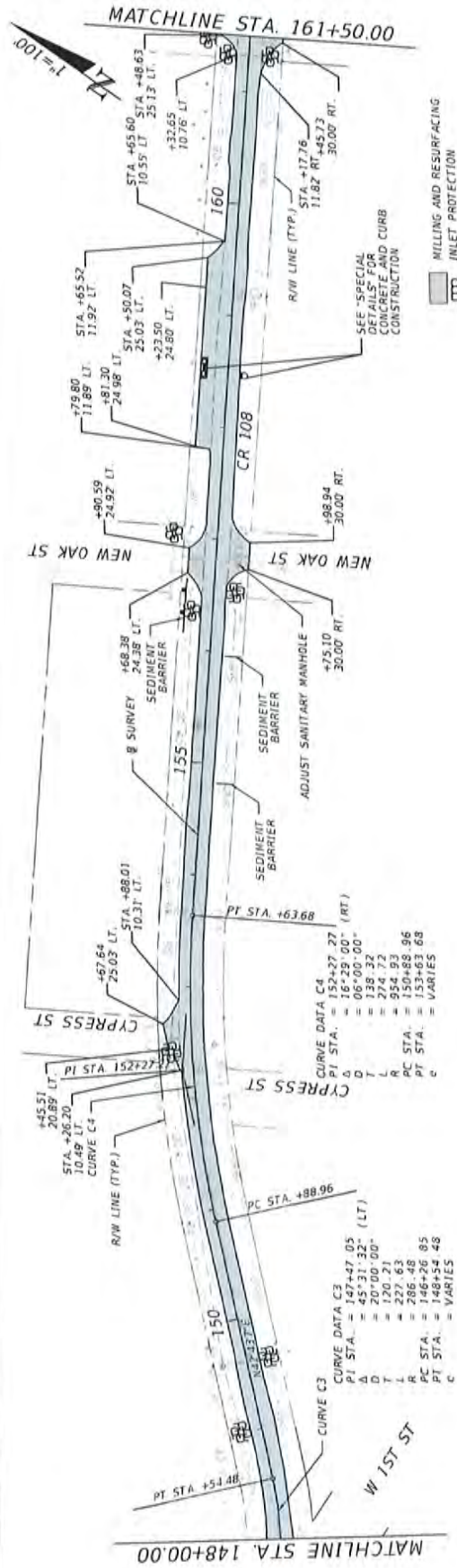
DATE	DESCRIPTION	REVISIONS	ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		SHEET NO.
			NAME	REVISIONS	ROAD NO.	FINANCIAL PROJECT ID	
			BLAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207		CR 108	4412141-58-01	14

GENERAL NOTES



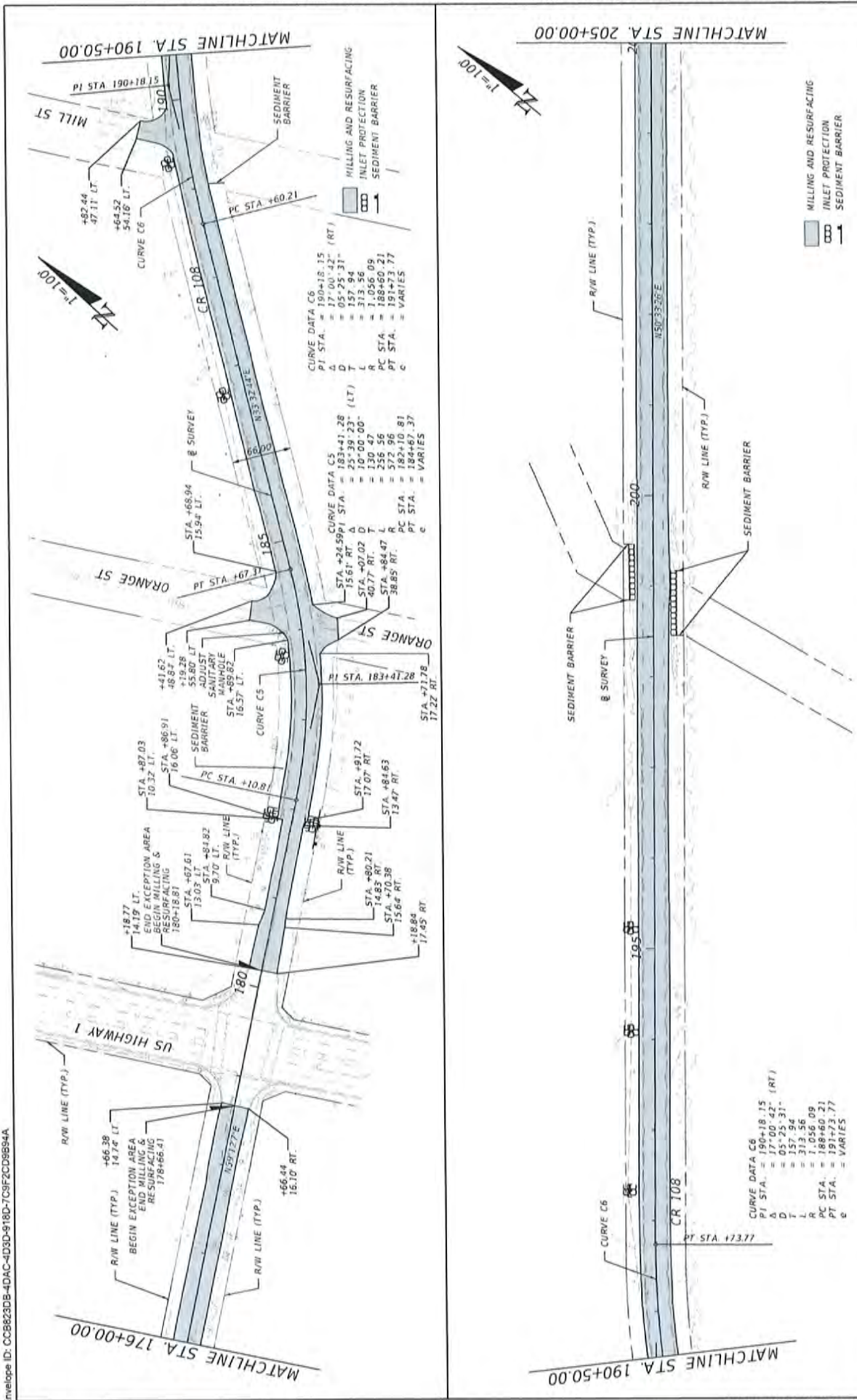


REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				CR 108	NASSAU	4412141-58-01			15



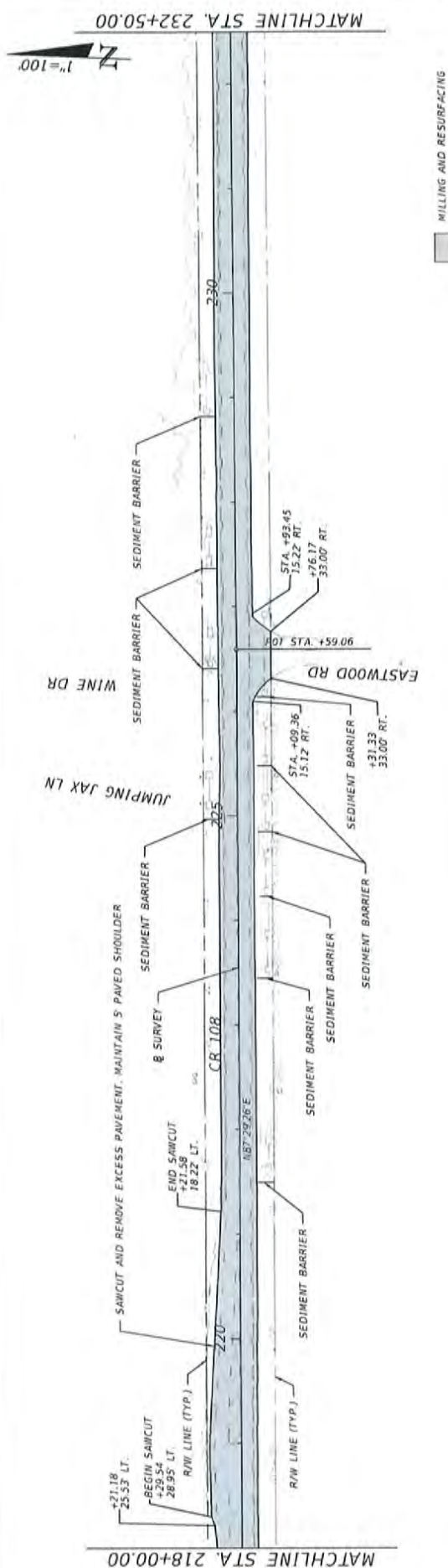
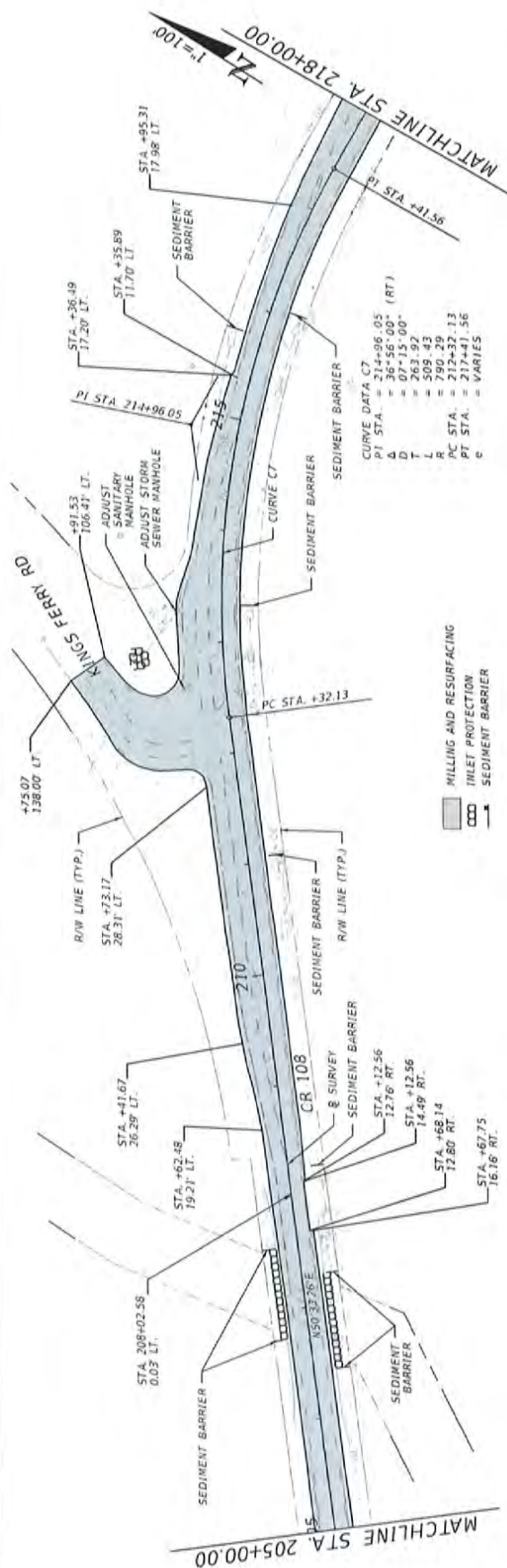
DATE		DESCRIPTION		REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY				SHEET NO.	
						ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND 8, CROWN 1200 INTERPLACE BLVD, STE 600 JACKSONVILLE FL 32207		ROAD NO. COUNTY		FINANCIAL PROJECT ID NASSAU		16	
								CR 108		441214-1-SB-01			



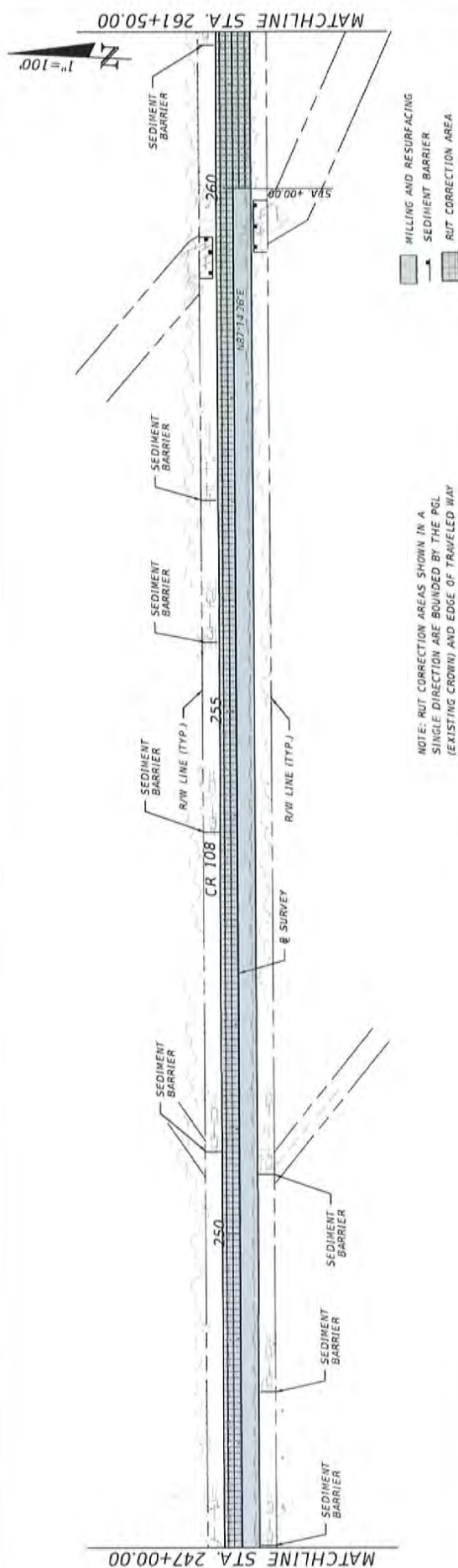


DATE	DESCRIPTION	REVISIONS	DATE	ENGINEER OF RECORD			BOARD OF COUNTY COMMISSIONERS			ROADWAY PLAN		SHEET NO.
				ALAN WICKZIEB	ALAN WICKZIEB	ALAN WICKZIEB	CR 108	CR 108	CR 108	CR 108	CR 108	
				1200 RIVERPLACE BLVD, STE 600	1200 RIVERPLACE BLVD, STE 600	1200 RIVERPLACE BLVD, STE 600						17
				JACKSONVILLE, FL 32207	JACKSONVILLE, FL 32207	JACKSONVILLE, FL 32207						





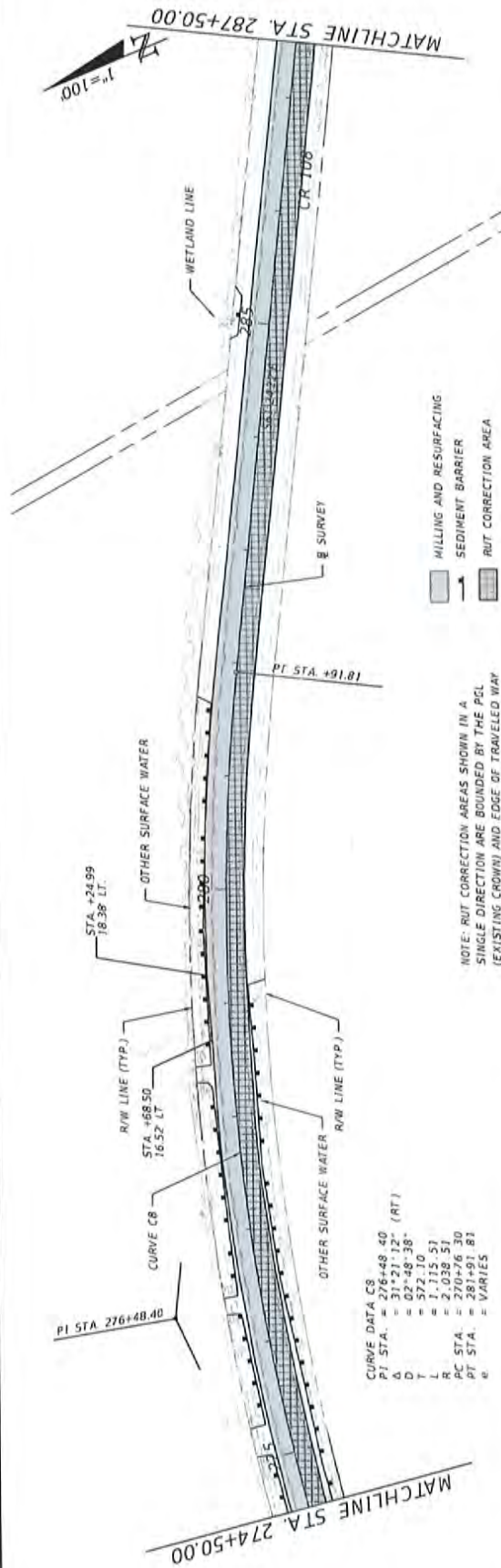
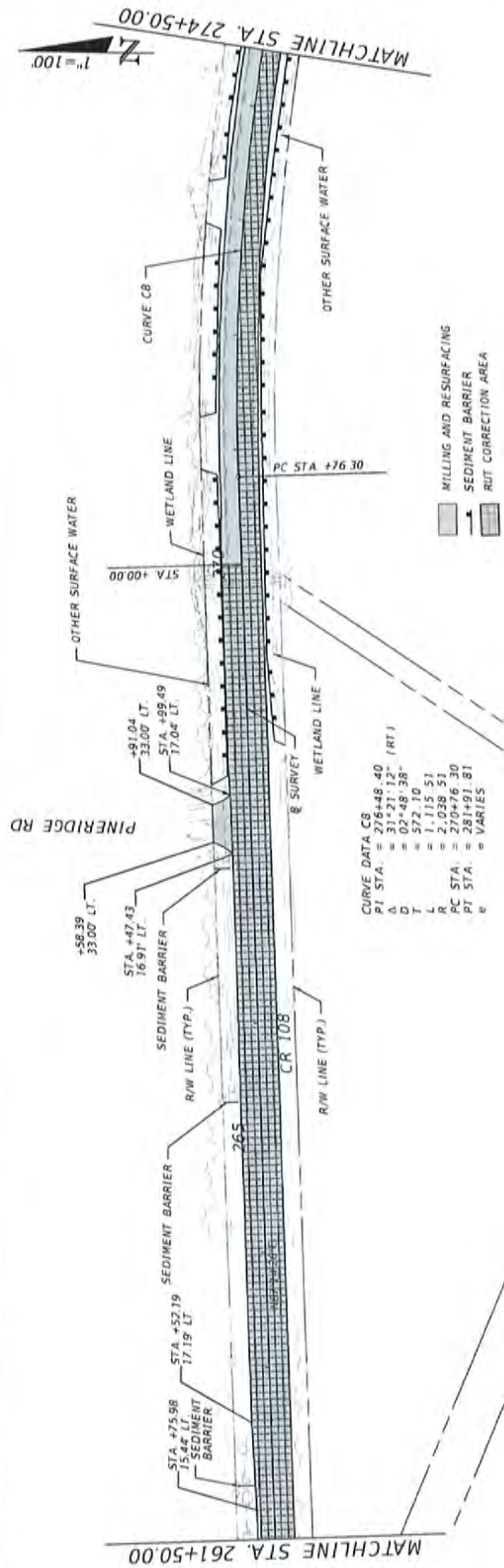
DATE		DESCRIPTION		REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY FINANCIAL PROJECT ID CR 108 NASSAU 447214-1-58-01				ROADWAY PLAN  SHEET NO. 18
						ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD. STE 600 JACKSONVILLE FL 32207						



NOTE: RUT CORRECTION AREAS SHOWN IN A SINGLE DIRECTION ARE BOUNDED BY THE PGL (EXISTING CROWN) AND EDGE OF TRAVELED WAY

DATE		DESCRIPTION		REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		SHEET NO.	
						ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE, FL 32207		ROAD NO. COUNTY FINANCIAL PROJECT ID		19	
								CR 108 NASSAU 447214-1-58-01		ROADWAY PLAN	

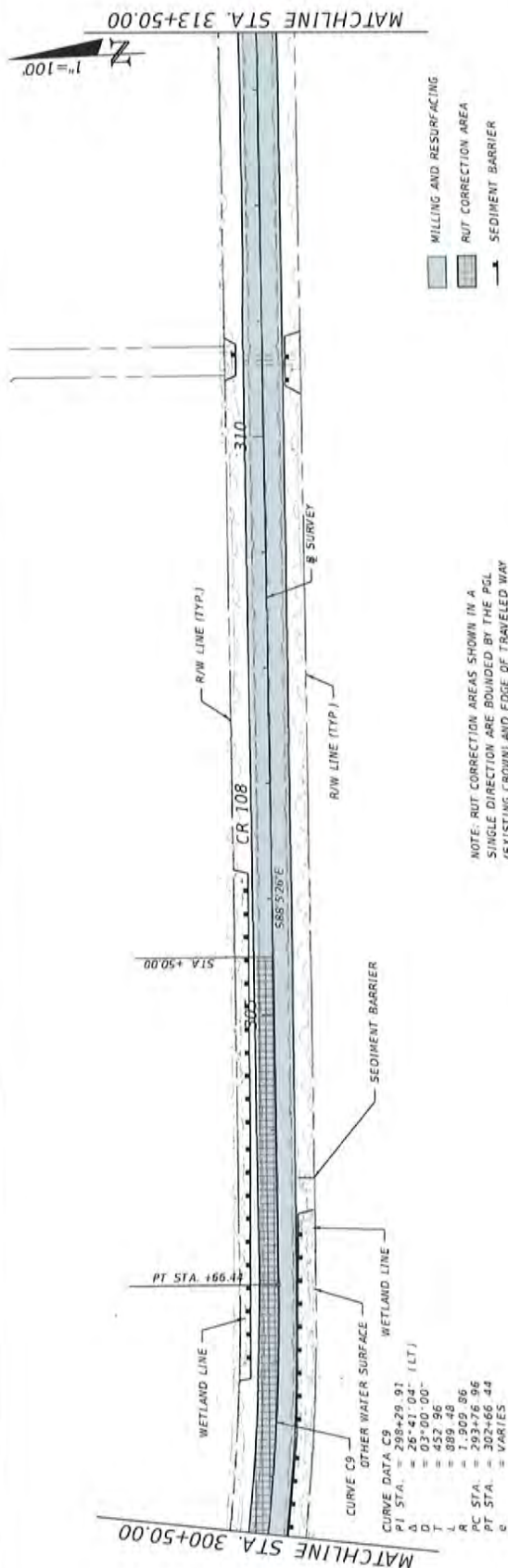




REVISIONS		DESCRIPTION		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		ROAD NO.		COUNTY		FINANCIAL PROJECT ID		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ALAN HUCKZ, P.E.	NASSAU COUNTY	ROAD NO.	CR 108	COUNTY	NASSAU	FINANCIAL PROJECT ID	4407041-58-01			20	

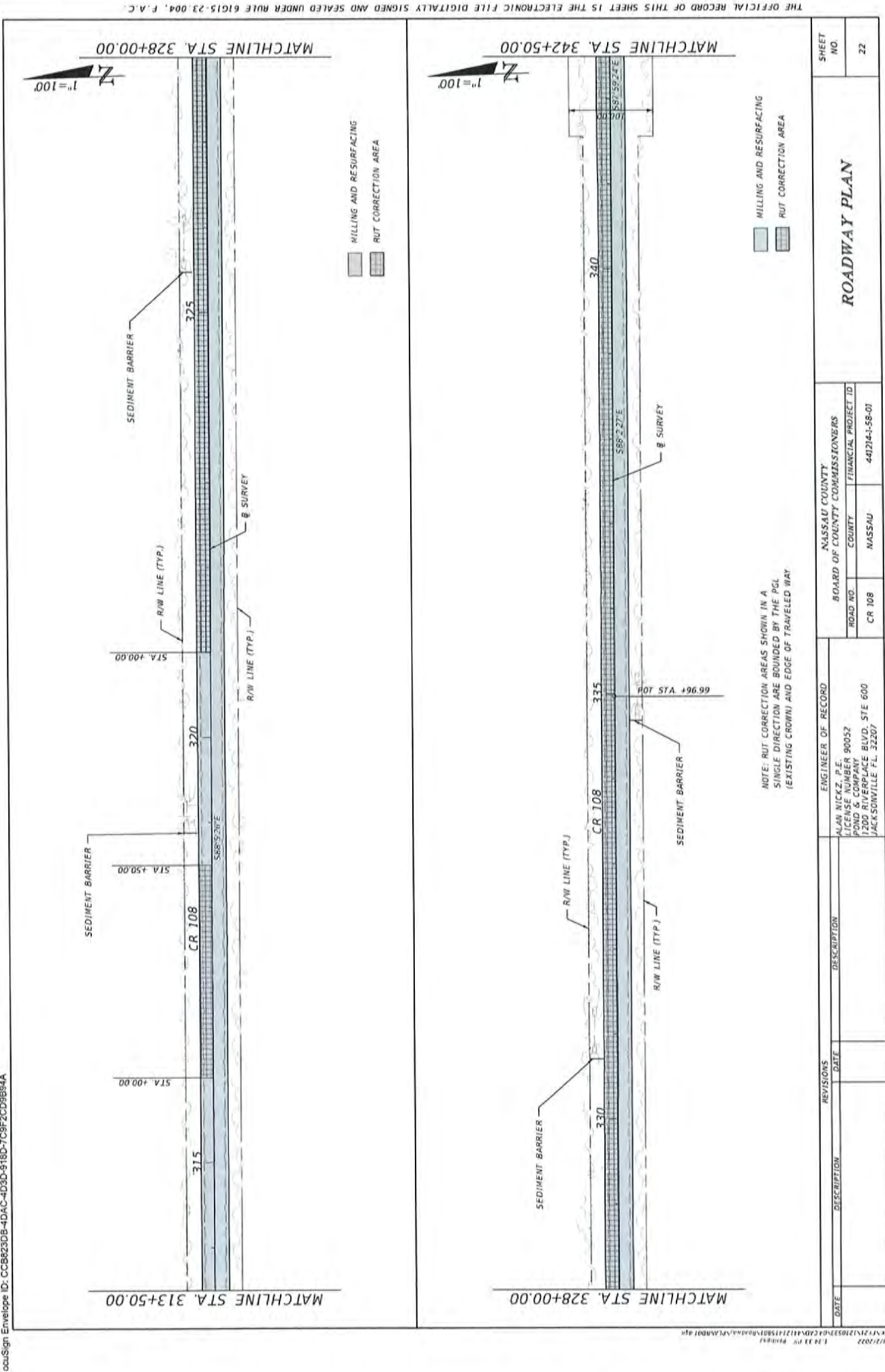
ROADWAY PLAN



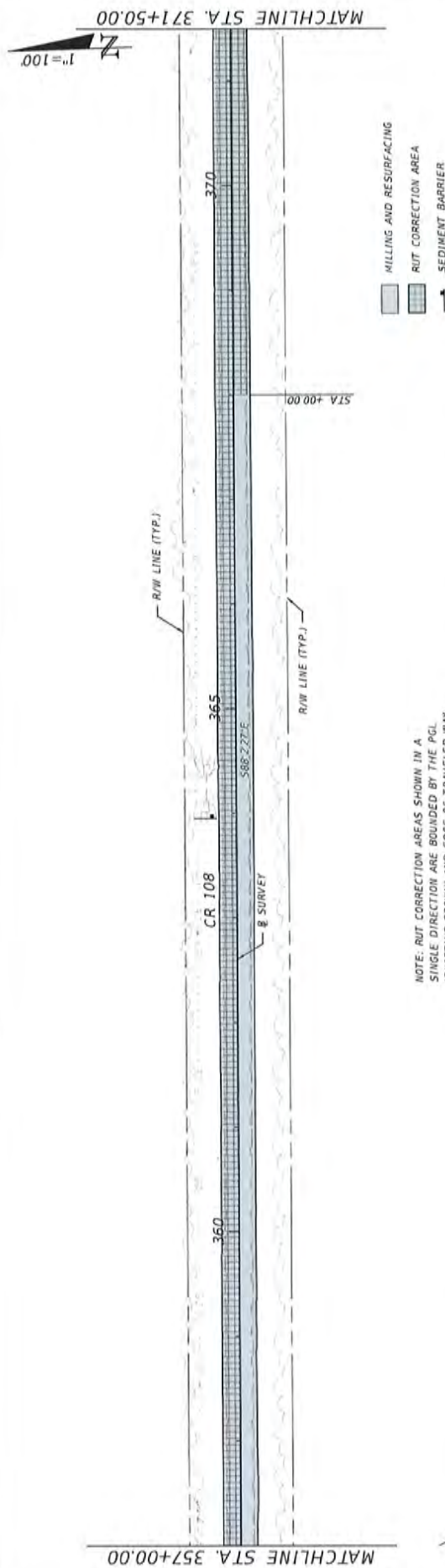


NOTE: RUT CORRECTION AREAS SHOWN IN A SINGLE DIRECTION ARE BOUNDED BY THE PGL EXISTING CROWN AND EDGE OF TRAVELED WAY

DATE	DESCRIPTION	REVISIONS	ENGINEER OF RECORD	ALAN NICKZ, P.E. LICENSE NUMBER 90052 1000 S. GARDEN TOWN OF RIVERPLAC 1000 RIVERPLAC BLVD, STE 600 JACKSONVILLE FL 32207	BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY		ROADWAY PLAN 441214-1-58-01	SHEET NO. 21
					ROAD NO.	COUNTY		
					CR 108	NASSAU		



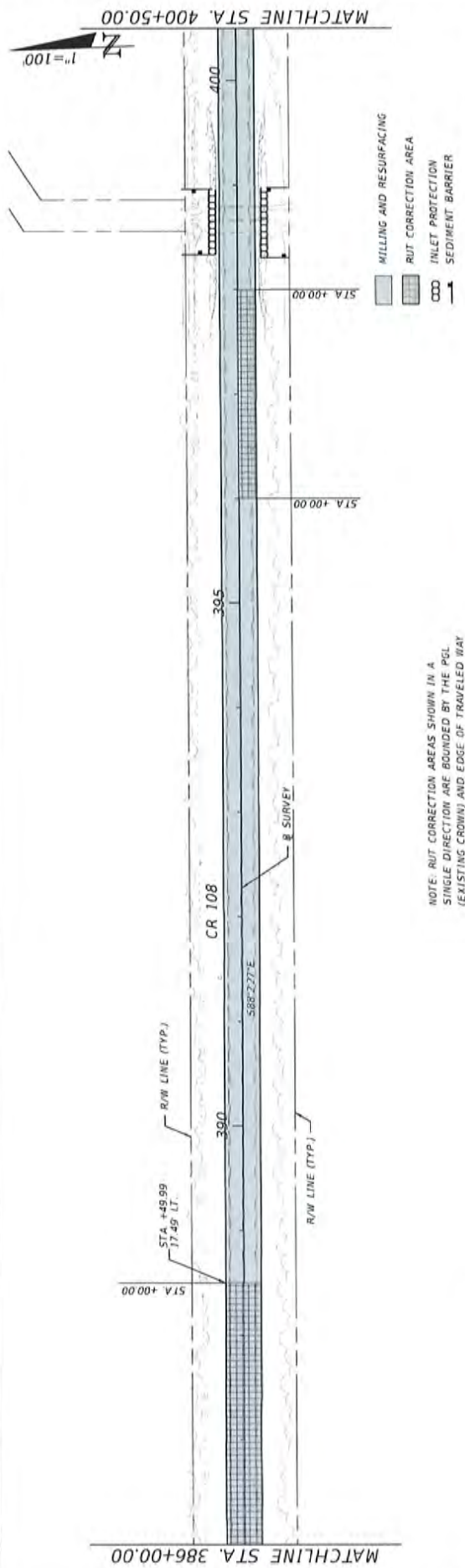
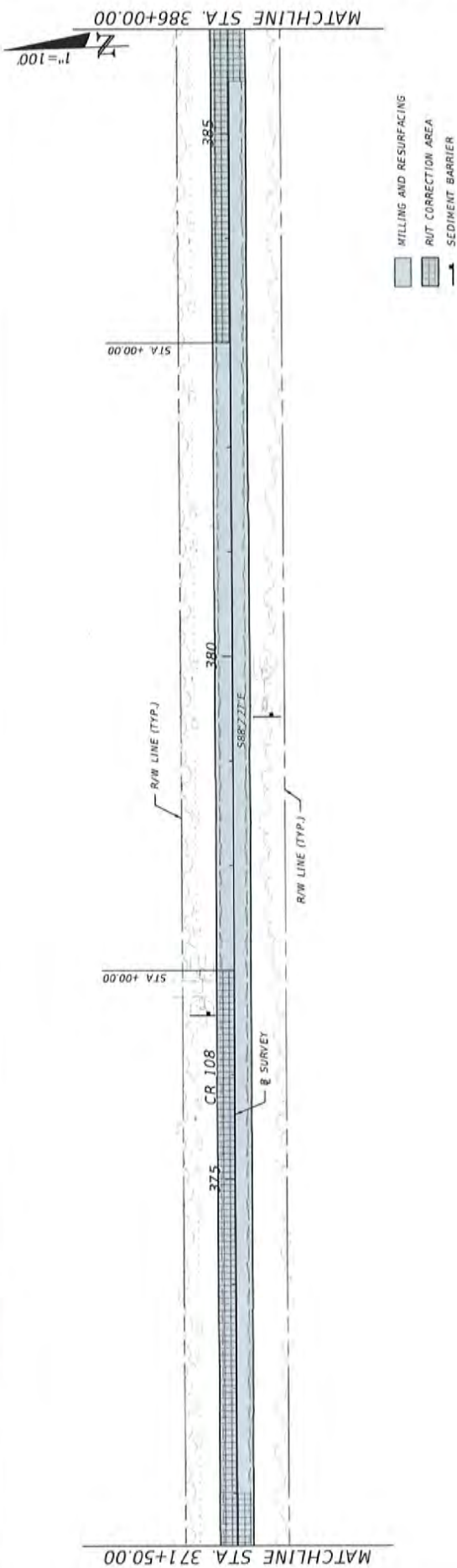
REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY		ROADWAY PLAN		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ALAN NICKZ, P.E.	BOARD OF COUNTY COMMISSIONERS	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	22
				LICENSE NUMBER 90052		CR 108	NASSAU	441214-1-58-01	
				POND & COMPANY					
				1200 RIVERPLACE BLVD, STE 600					
				JACKSONVILLE, FL 32207					



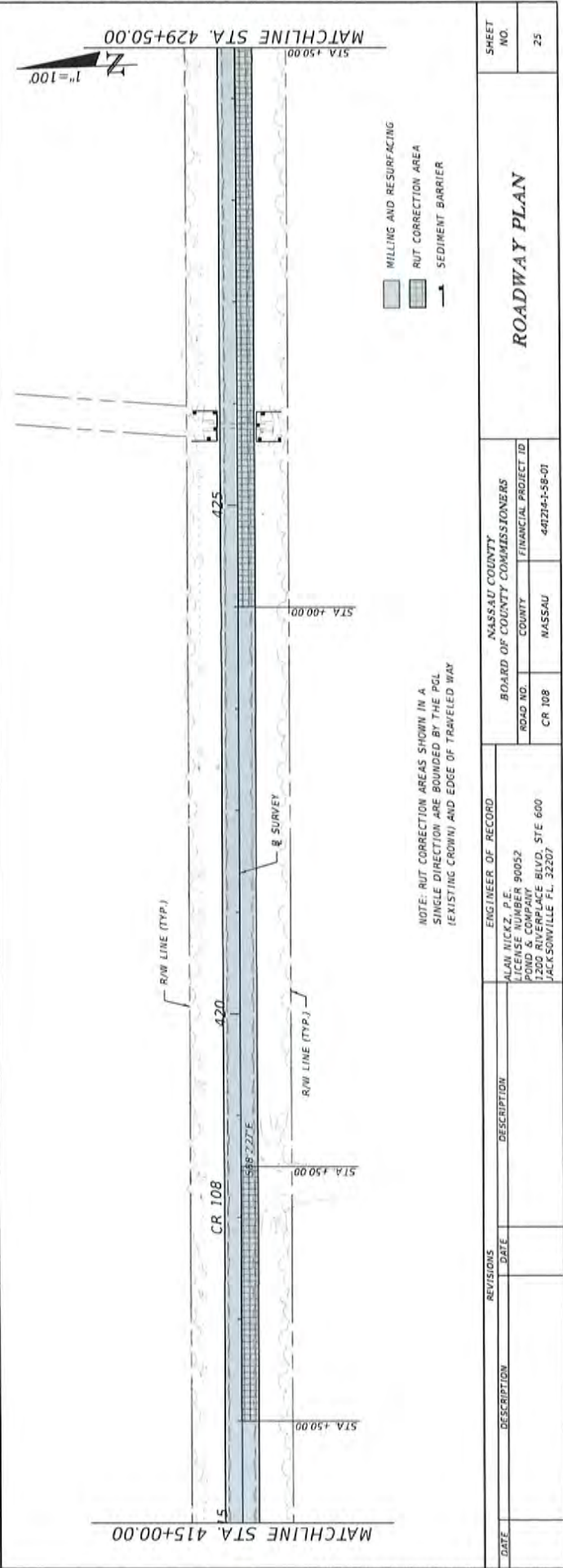
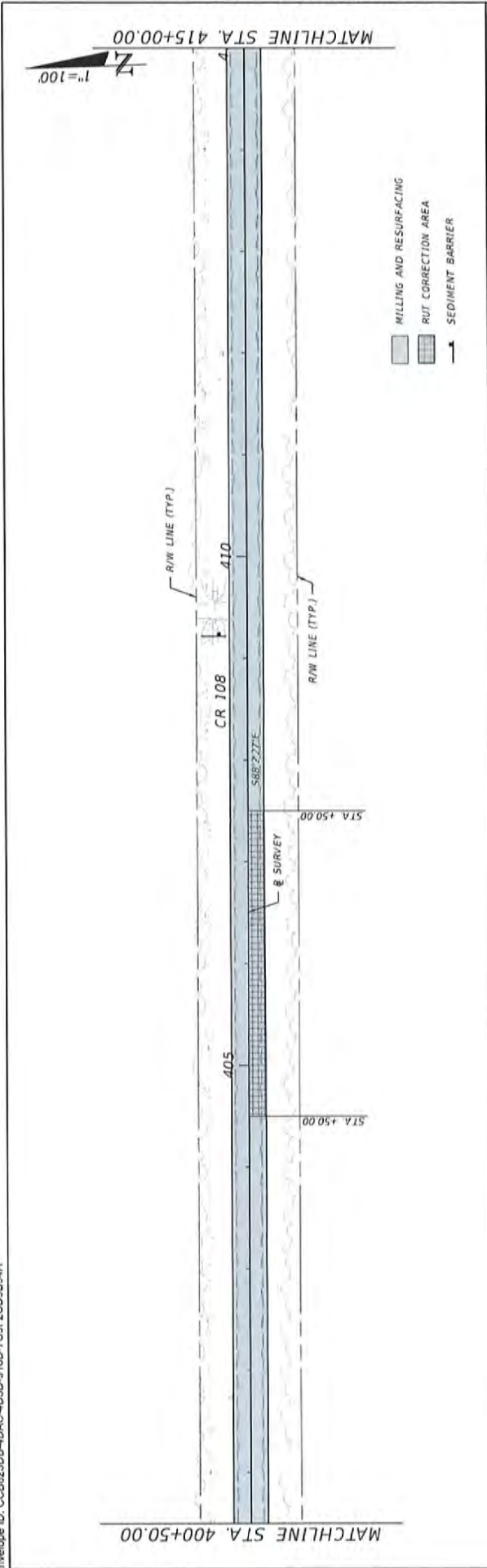
NOTE: RUT CORRECTION AREAS SHOWN IN A SINGLE DIRECTION ARE BOUNDED BY THE PGL (EXISTING CROWN) AND EDGE OF TRAVELED WAY

REVISIONS				ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN	SHEET NO.  23
DATE	DESCRIPTION	DATE	DESCRIPTION	ALAN NICKZ, P.E. LICENSE NUMBER 90032 FOND & COMPANY 1200 RIVERCHASE BLVD. STE 600 JACKSONVILLE FL 32207		ROAD NO.	COUNTY		
						CR 108	NASSAU		
							44721A-1-56-01		



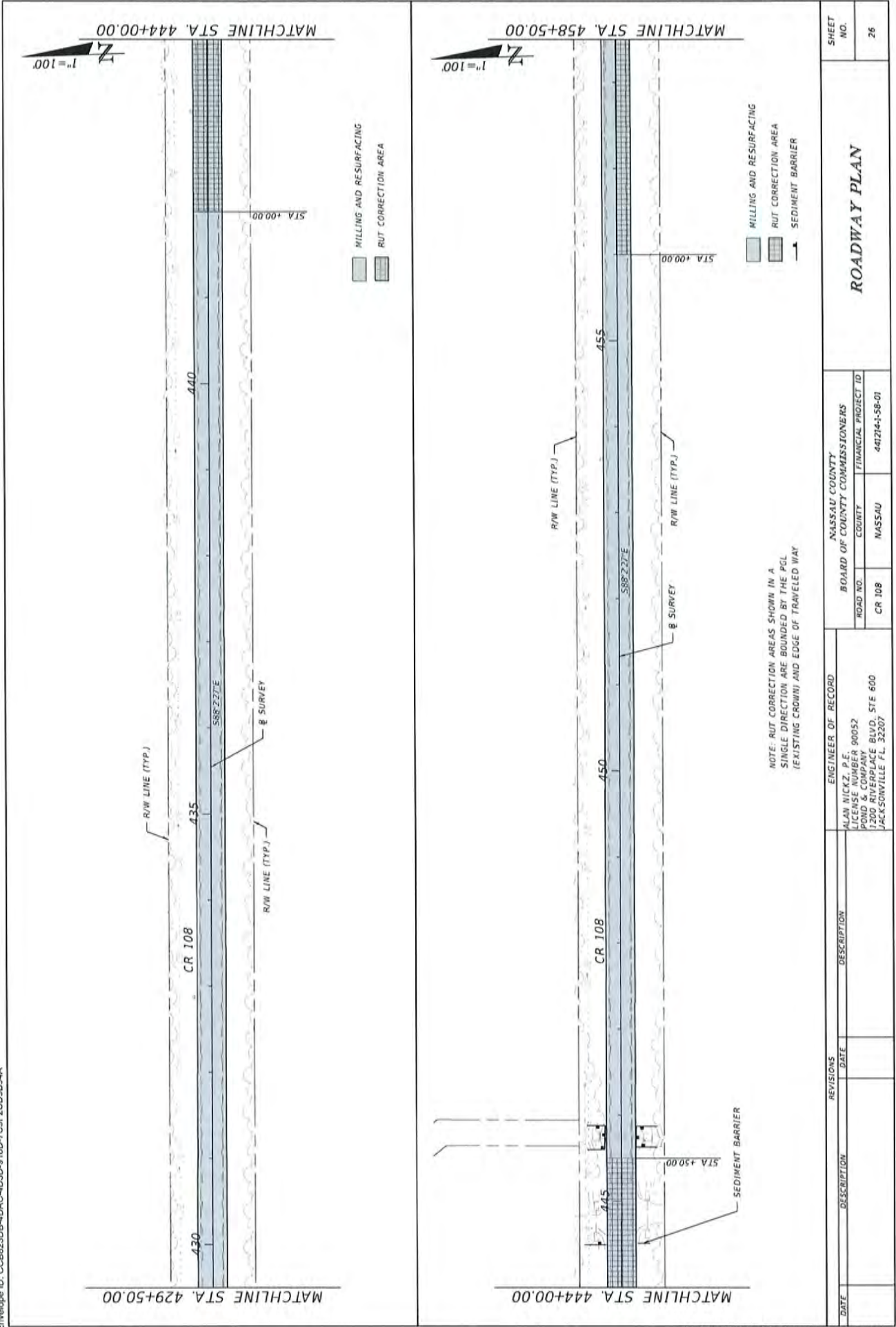


DATE		DESCRIPTION		REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		<div>ROADWAY PLAN</div>	SHEET NO.  24
						ALAN NICKZ, P.E. LICENSE NUMBER 90052 FOND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207		ROAD NO. COUNTY			
								CR 108 NASSAU			
								4412141-58-01			

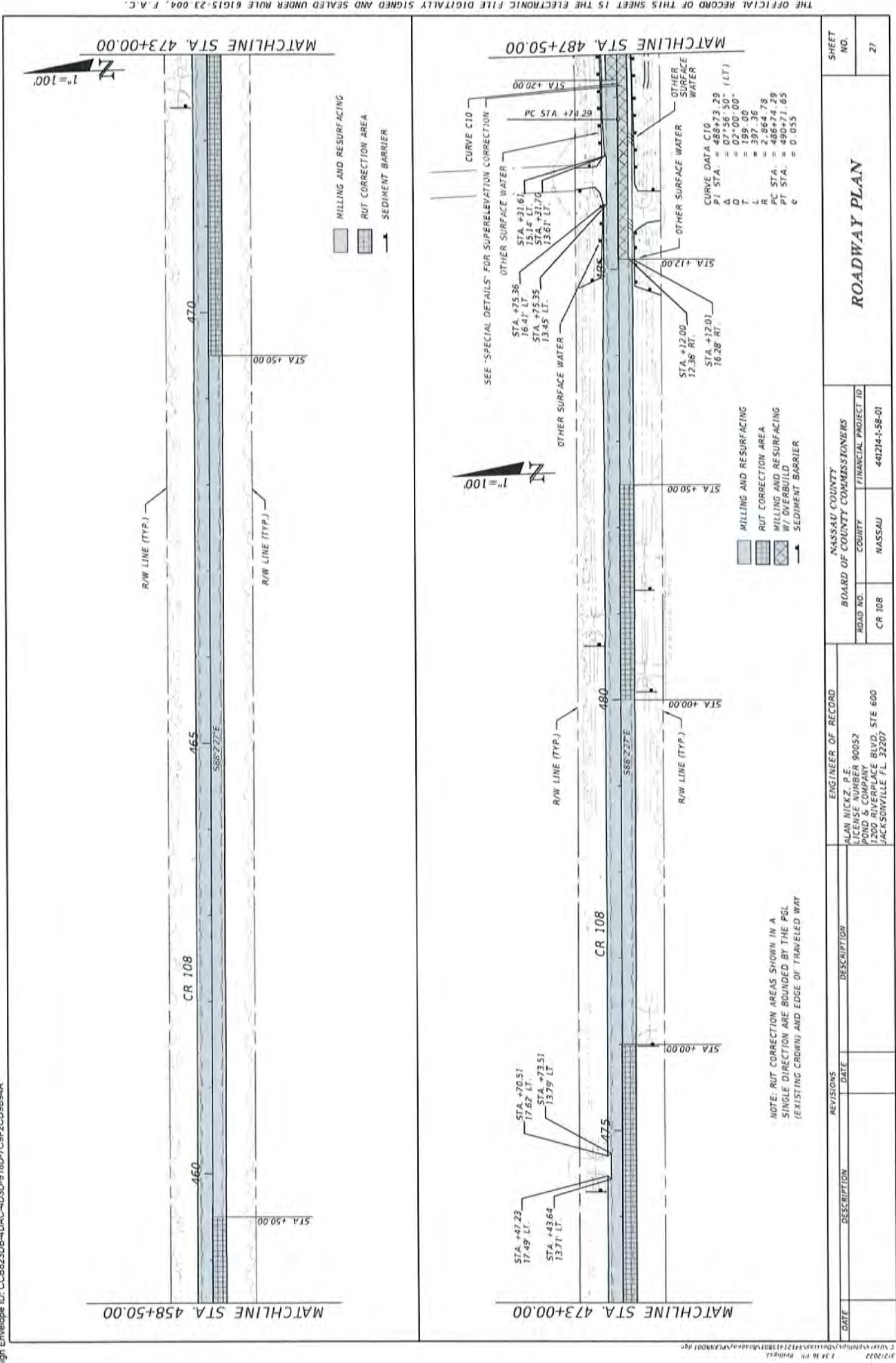


REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROAD NO.		COUNTY		FINANCIAL PROJECT ID		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PLAN NICKZ, P.E.	CR 108	CR 108	NASSAU	NASSAU	4407244-58-01			
				LICENSE NUMBER 90052 POND & COMPANY 1200 RIVERPLACE BLVD. STE 600 JACKSONVILLE FL 32207								25

ROADWAY PLAN





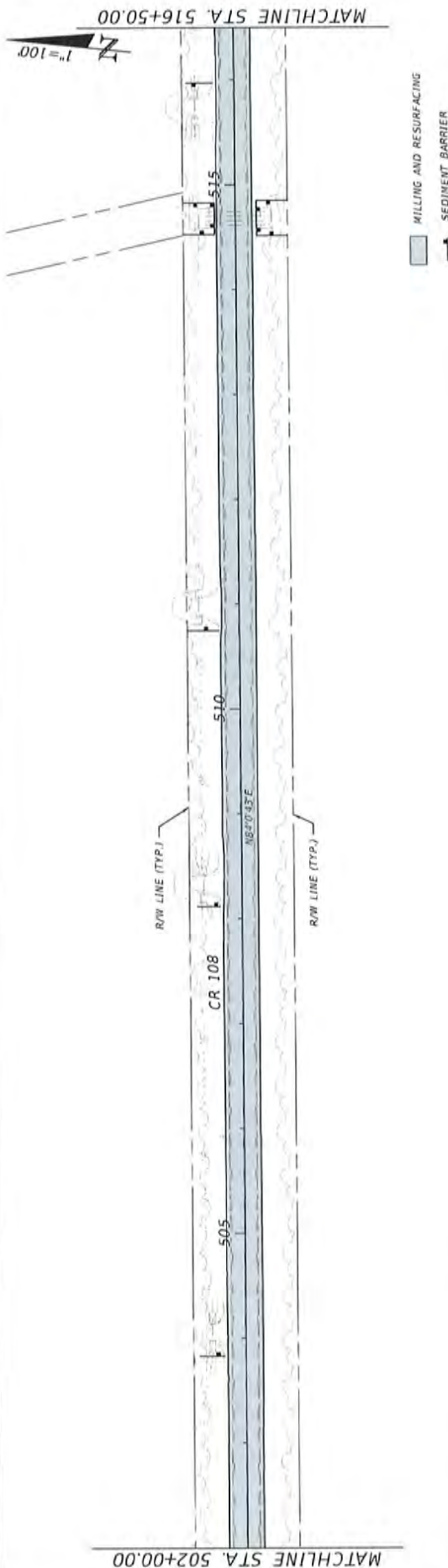


REVISIONS		DESCRIPTION		DATE	

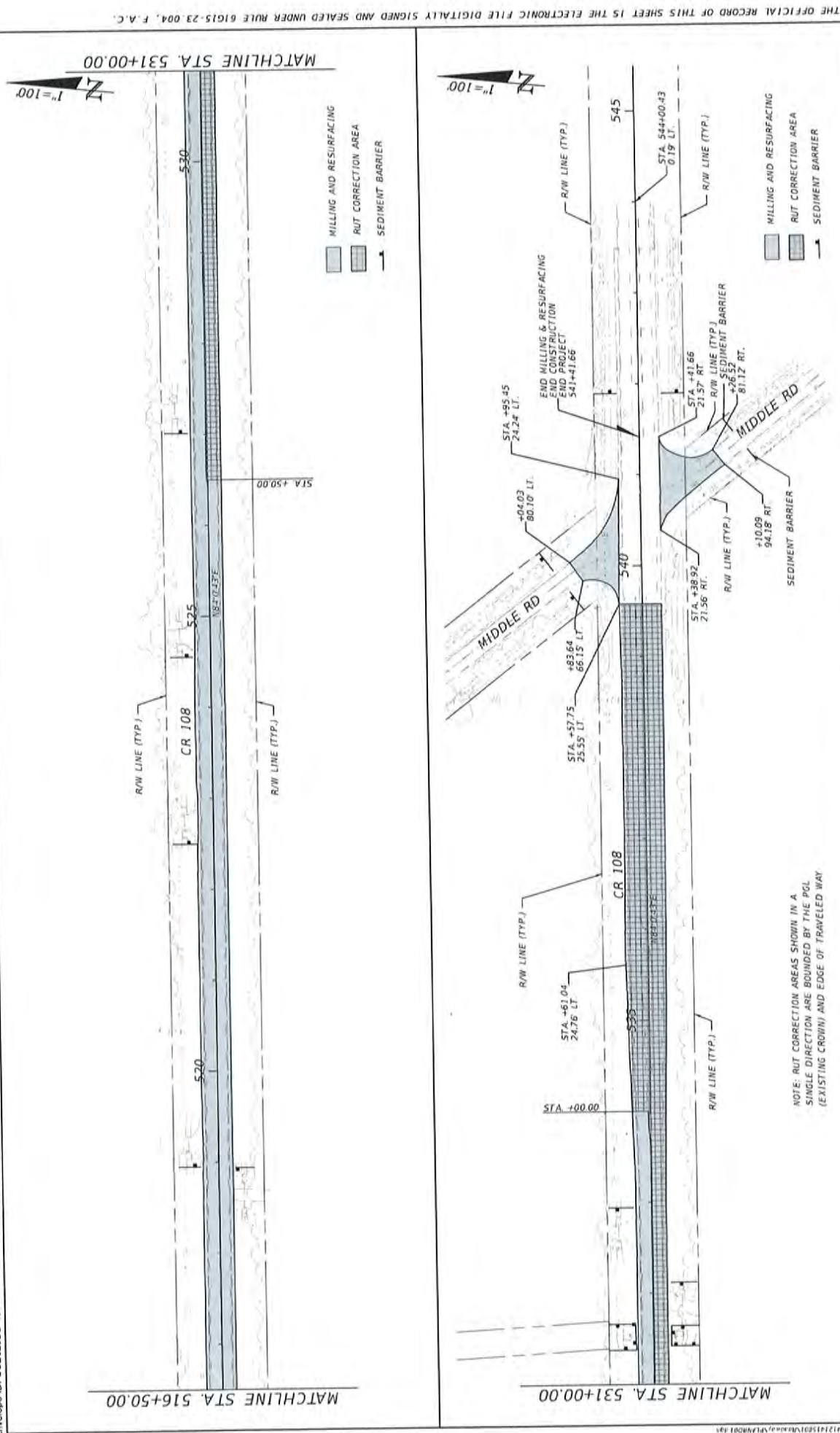
NASSAU COUNTY		BOARD OF COUNTY COMMISSIONERS	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
CR 108	NASSAU	441214-158-01	

ENGINEER OF RECORD		SHEET NO.	
ALAN NICKZ, P.E.		27	
LICENSE NUMBER 90052			
POND & COMPANY			
1200 RIVERPLACE BLVD. STE 600			
JACKSONVILLE FL 32207			

ROADWAY PLAN

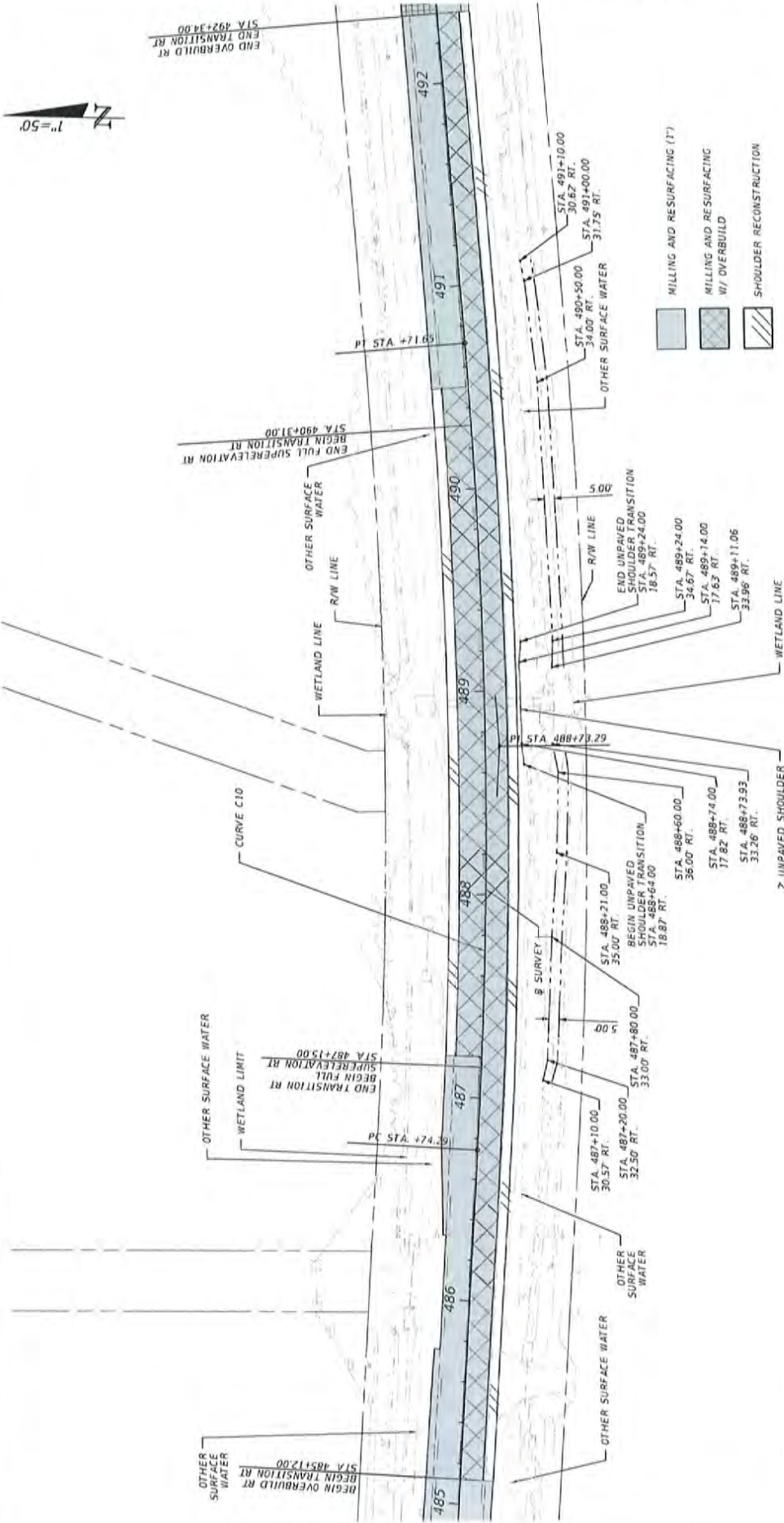


DATE		REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN	SHEET NO.
DESCRIPTION		DATE		ALAN NICKZ, P.E. LICENSE NUMBER 90032 POND & COMPANY 1200 RIVERPLACE BLVD, STE 600 JACKSONVILLE FL 32207		ROAD NO. COUNTY			
						CR 108 NASSAU 447214-1-58-01			
									28



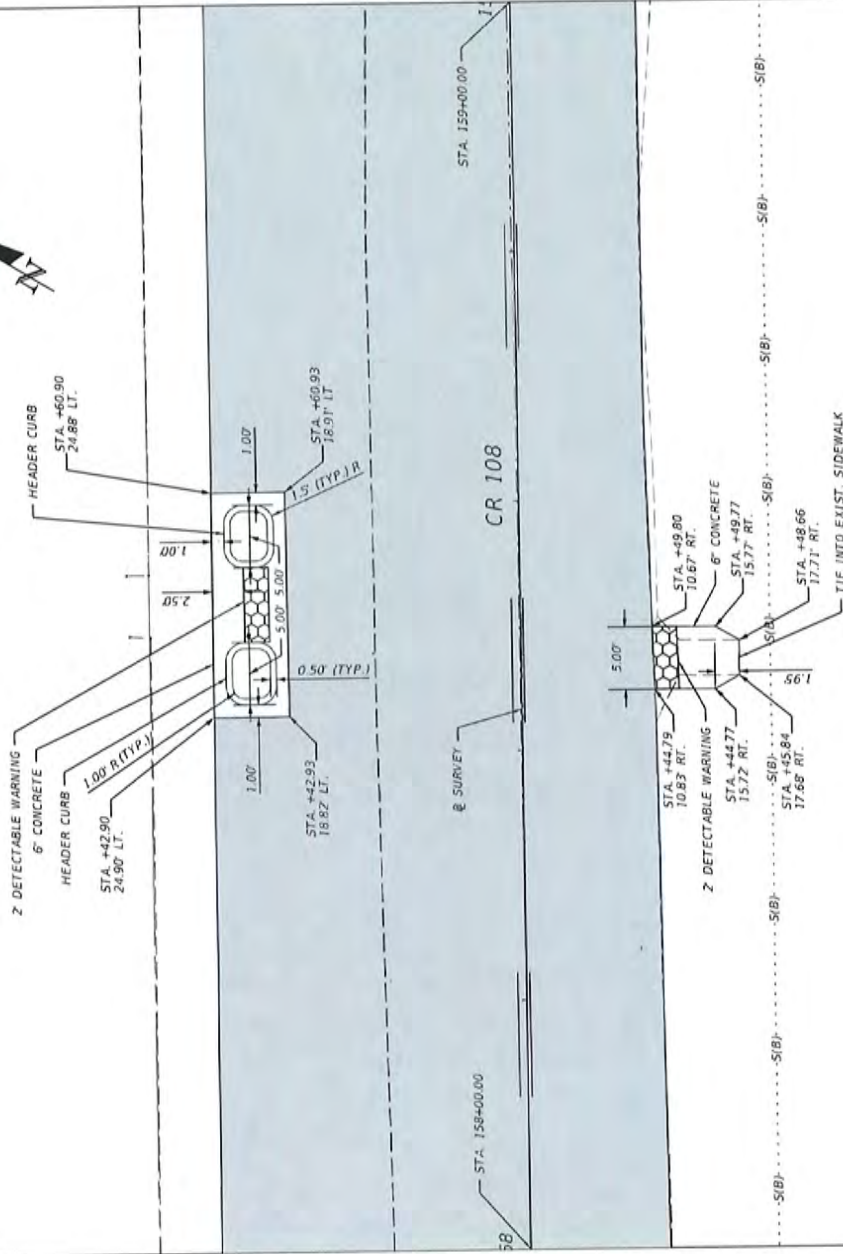
REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		ROADWAY PLAN		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
				CR 108	NASSAU	4402141-58-01		29	
ALAN NICKZ, P.E. LICENSE NUMBER 90052 POND & COMPANY 1200 W. WINDYCREST BLVD, STE 600 JACKSONVILLE, FL 32207				NASSAU COUNTY					





CURVE DATA C10  
 PI STA = 488+73.29  
 $\Delta$  = 07°56'50" (LT)  
 D = 02°00'00"  
 T = 199.00  
 L = 397.36  
 PC STA = 486+74.78  
 PT STA = 488+72.79  
 $e$  (PROP) = 0.55

REVISIONS		ENGINEER OF RECORD		BOARED UP COUNTY COMMISSIONERS		SPECIAL DETAILS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 108	NASSAU	4472141-58-01		30



## MILLING AND RESURFACING

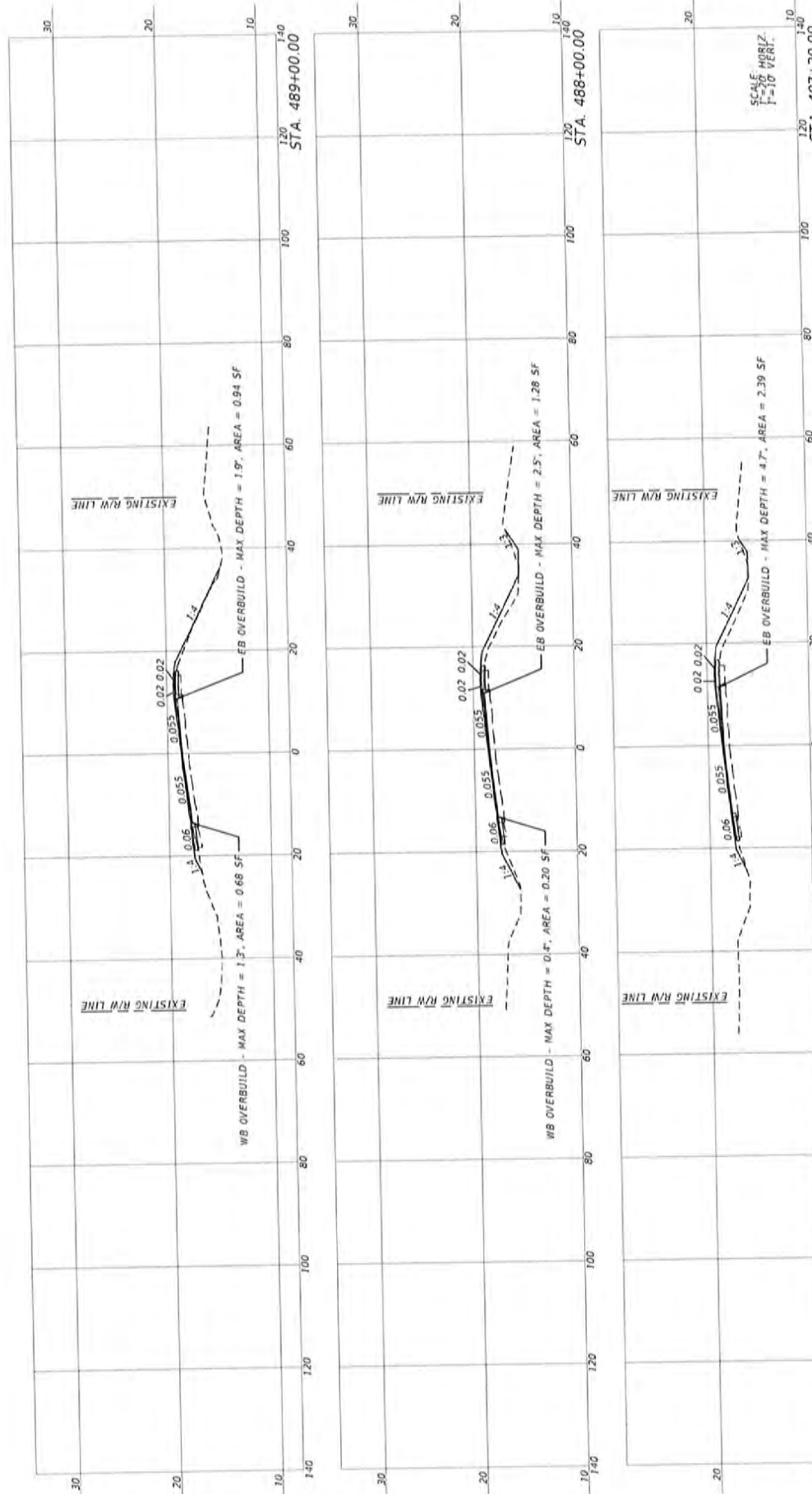
				NASSAU COUNTY		SPECIAL DETAILS		SHEET NO.	
				BOARD OF COUNTY COMMISSIONERS					
						FINANCIAL PROJECT ID			
						ROAD NO		COUNTY	
						CR 108		NASSAU	
								4472141-58-01	



10' 20' 30' 40' 50' 60' 80' 100' 120' 140'										BEGIN OVERBUILD STA. 4027+12.00									
NOTE: CROSS SECTIONS ARE ONLY PROVIDED FOR THE OVERBUILD SECTIONS										CROSS SECTIONS									
ENGINEER OF RECORD										NASSAU COUNTY									
ALAN NICKZ, P.E.										BOARD OF COUNTY COMMISSIONERS									
LICENSE NUMBER 90052										FINANCIAL PROJECT ID									
POND & COMPANY										ROAD NO.									
1200 RIVERPLACE BLVD, STE 600										COUNTY									
JACKSONVILLE FL 32207										CR 108									
NASSAU										441214-1-58-01									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE										DESCRIPTION									
DATE																			



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTE: CROSS SECTIONS ARE ONLY PROVIDED FOR THE OVERBUILD SECTIONS

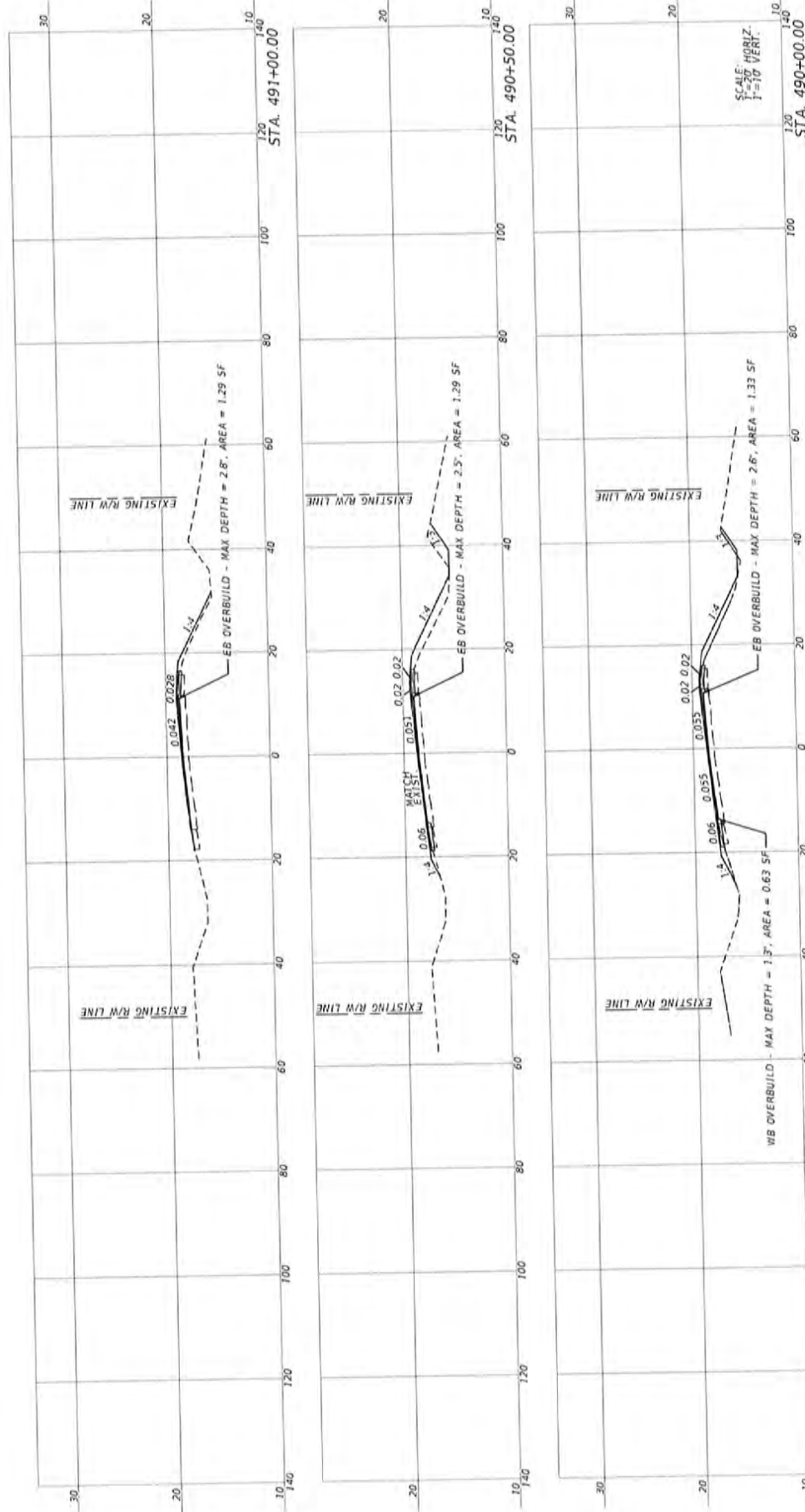
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

ENGINEER OF RECORD  
ALAN NICKZ, P.E.  
LICENSE NUMBER 90052  
POND & COMPANY  
1200 RIVERPLANE BLVD, STE 600  
JACKSONVILLE, FL 32207

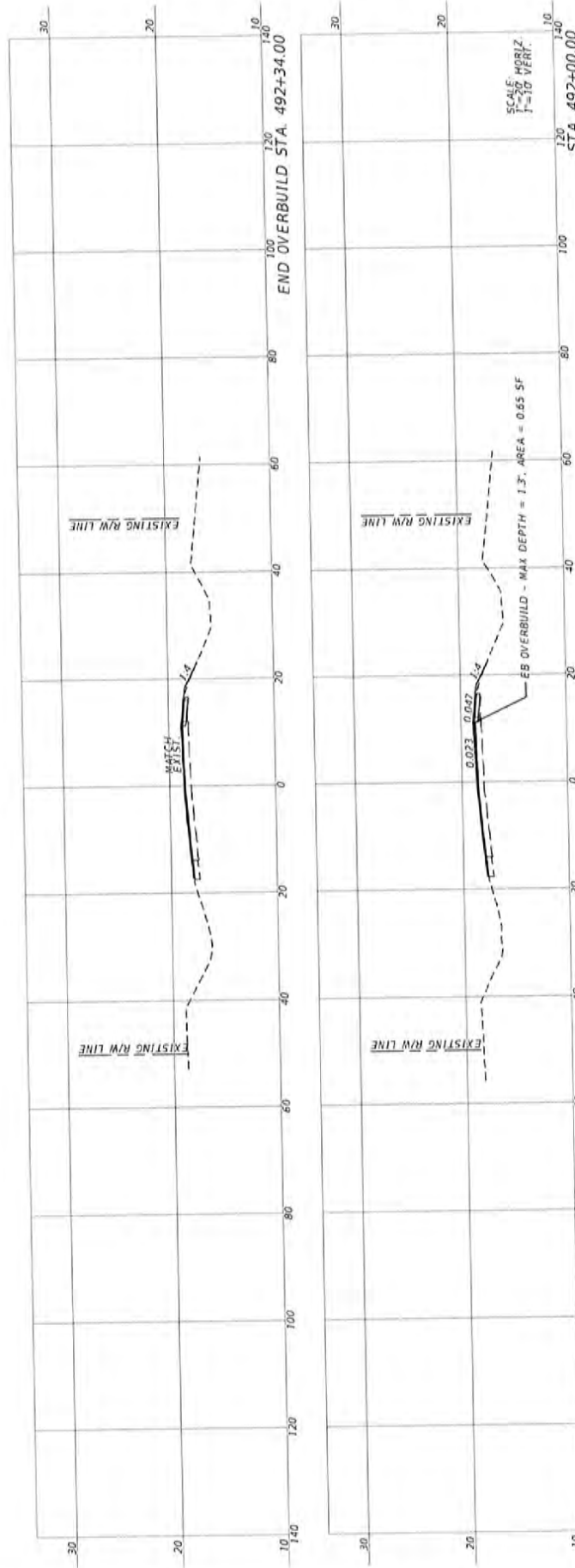
NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ROAD NO. COUNTY FINANCIAL PROJECT ID  
CR 108 NASSAU 44214-1-58-01

CROSS SECTIONS

SHEET NO.  
33



100 120 140										160 180 200										220 240 260										280 300 320										340 360 380										400 420 440										460 480 500										520 540 560										580 600 620										640 660 680										700 720 740										760 780 800										820 840 860										880 900 920										940 960 980										1000 1020 1040										1060 1080 1100										1120 1140 1160										1180 1200 1220										1240 1260 1280										1300 1320 1340										1360 1380 1400										1420 1440 1460										1480 1500 1520										1540 1560 1580										1600 1620 1640										1660 1680 1700										1720 1740 1760										1780 1800 1820										1840 1860 1880										1900 1920 1940										1960 1980 2000										2020 2040 2060										2080 2100 2120										2140 2160 2180										2200 2220 2240										2260 2280 2300										2320 2340 2360										2380 2400 2420										2440 2460 2480										2500 2520 2540										2560 2580 2600										2620 2640 2660										2680 2700 2720										2740 2760 2780										2800 2820 2840										2860 2880 2900										2920 2940 2960										2980 3000 3020										3040 3060 3080										3100 3120 3140										3160 3180 3200										3220 3240 3260										3280 3300 3320										3340 3360 3380										3400 3420 3440										3460 3480 3500										3520 3540 3560										3580 3600 3620										3640 3660 3680										3700 3720 3740										3760 3780 3800										3820 3840 3860										3880 3900 3920										3940 3960 3980										4000 4020 4040										4060 4080 4100										4120 4140 4160										4180 4200 4220										4240 4260 4280										4300 4320 4340										4360 4380 4400										4420 4440 4460										4480 4500 4520										4540 4560 4580										4600 4620 4640										4660 4680 4700										4720 4740 4760										4780 4800 4820										4840 4860 4880										4900 4920 4940										4960 4980 5000										5020 5040 5060										5080 5100 5120										5140 5160 5180										5200 5220 5240										5260 5280 5300										5320 5340 5360										5380 5400 5420										5440 5460 5480										5500 5520 5540										5560 5580 5600										5620 5640 5660										5680 5700 5720										5740 5760 5780										5800 5820 5840										5860 5880 5900										5920 5940 5960										5980 6000 6020										6040 6060 6080										6100 6120 6140										6160 6180 6200										6220 6240 6260										6280 6300 6320										6340 6360 6380										6400 6420 6440										6460 6480 6500										6520 6540 6560										6580 6600 6620										6640 6660 6680										6700 6720 6740										6760 6780 6800										6820 6840 6860										6880 6900 6920										6940 6960 6980										7000 7020 7040										7060 7080 7100										7120 7140 7160										7180 7200 7220										7240 7260 7280										7300 7320 7340										7360 7380 7400										7420 7440 7460										7480 7500 7520										7540 7560 7580										7600 7620 7640										7660 7680 7700										7720 7740 7760										7780 7800 7820										7840 7860 7880										7900 7920 7940										7960 7980 8000										8020 8040 8060										8080 8100 8120										8140 8160 8180										8200 8220 8240										8260 8280 8300										8320 8340 8360										8380 8400 8420										8440 8460 8480										8500 8520 8540										8560 8580 8600										8620 8640 8660										8680 8700 8720										8740 8760 8780										8800 8820 8840										8860 8880 8900										8920 8940 8960										8980 9000 9020										9040 9060 9080										9100 9120 9140										9160 9180 9200										9220 9240 9260										9280 9300 9320										9340 9360 9380										9400 9420 9440										9460 9480 9500										9520 9540 9560										9580 9600 9620										9640 9660 9680										9700 9720 9740										9760 9780 9800										9820 9840 9860										9880 9900 9920										9940 9960 9980										10000 10020 10040										10060 10080 10100										10120 10140 10160										10180 10200 10220										10240 10260 10280										10300 10320 10340										10360 10380 10400										10420 10440 10460										10480 10500 10520										10540 10560 10580										10600 10620 10640										10660 10680 10700										10720 10740 10760										10780 10800 10820										10840 10860 10880										10900 10920 10940										10960 10980 11000										11020 11040 11060										11080 11100 11120										11140 11160 11180										11200 11220 11240										11260 11280 11300										11320 11340 11360										11380 11400 11420										11440 11460 11480										11500 11520 11540										11560 11580 11600										11620 11640 11660										11680 11700 11720										11740 11760 11780										11800 11820 11840										11860 11880 11900										11920 11940 11960										11980 12000 12020										12040 12060 12080										12100 12120 12140										12160 12180 12200										12220 12240 12260										12280 12300 12320										12340 12360 12380										12400 12420 12440										12460 12480 12500										12520 12540 12560										12580 12600 12620										12640 12660 12680										12700 12720 12740										12760 12780 12800										12820 12840 12860										12880 12900 12920										12940 12960 12980										13000 13020 13040										13060 13080 13100										13120 13140 13160										13180 13200 13220										13240 13260 13280										13300 13320 13340										13360 13380 13400										13420 13440 13460										13480 13500 13520										13540 13560 13580										13600 13620 13640										13660 13680 13700										13720 13740 13760										13780 13800 13820										13840 13860 13880										13900 13920 13940										13960 13980 14000										14020 14040 14060										14080 14100 14120										14140 14160 14180										14200 14220 14240										14260 14280 14300										14320 14340 14360										14380 14400 14420										14440 14460 14480										14500 14520 14540										14560 14580 14600										14620 14640 14660										14680 14700 14720										14740 14760 14780										14800 14820 14840										14860 14880 14900										14920 14940 14960										14980 15000 15020										15040 15060 15080										15100 15120 15140										15160 15180 15200										15220 15240 15260										15280 15300 15320										15340 15360 15380										15400 15420 15440										15460 15480 15500										15520 15540 15560										15580 15600 15620										15640 15660 15680										15700 15720 15740										15760 15780 15800										15820 15840 15860										15880 15900 15920										15940 15960 15980										16000 16020 16040										16060 16080 16100										16120 16140 16160										16180 16200 16220										16240 16260 16280										16300 16320 16340										16360 16380 16400										16420 16440 16460										16480 16500 16520										16540 16560 16580										16600 16620 16640										16660 16680 16700										16720 16740 16760										16780 16800 16820										16840 16860 16880										16900 16920 16940										16960 16980 17000										17020 17040 17060										17080 17100 17120										17140 17160 17180										17200 17220 17240										17260 17280 17300										17320 17340 17360										17380 17400 17420										17440 17460 17480										17500 17520 17540										17560 17580 17600										17620 17640 17660										17680 17700 17720										17740 17760 17780										17800 17820 17840										17860 17880 17900										17920 17940 17960										17980 18000 18020										18040 18060 18080										18100 18120 18140										18160 18180 18200										18220 18240 18260										18280 18300 18320										18340 18360 18380										18400 18420 18440										18460 18480 18500										18520 18540 18560										18580 18600 18620										18640 18660 18680										18700 18720 18740										18760 18780 18800										18820 18840 18860										18880 18900 18920										18940 18960 18980										19000 19020 19040										19060 19080 19100										19120 19140 19160										19180 19200 19220										19240 19260 19280										19300 19320 19340										19360 19380 19400										19420 19440 19460										19480 19500 19520										19540 19560 19580										19600 19620 19640										19660 19680 19700										19720 19740 19760										19780 19800 19820										19840 19860 19880										19900 19920 19940										19960 19980 20000										20020 20040 20060										20080 20100 20120										20140 20160 20180										20200 20220 20240										20260 20280 20300										20320 20340 20360										20380 20400 20420										20440 20460 20480										20500 20520 20540										20560 20580 20600										20620 20640 20660										20680 20700 20720										20740 20760 20780										20800 20820 20840										20860 20880 20900										20920 20940 20960										20980 21000 21020										21040 21060 21080										21100 21120 21140										21160 21180 21200										21220 21240 21260										21280 21300 21320										21340 21360 21380										21400 21420 21440										21460 21480 21500										21520 21540 21560										21580 21600 21620										21640 21660 21680										21700 21720 21740										21760 21780 21800										21820 21840 21860										21880 21900 21920										21940 21960 21980										22000 22020 22040										22060 22080 22100										22120 22140 22160										22180 22200 22220										22240 22260 22280										22300 22320 22340										22360 22380 22400										22420 22440 22460										22480 22500 22520										22540 22560 22580										22600 22620 22640										22660 22680 22700										22720 22740 22760										22780 22800 22820										22840 22860 22880										22900 22920 22940										22960 22980 23000										23020 23040 23060										23080 23100 23120										23140 23160 23180										23200 23220 23240										23260 23280 23300										23320 23340 23360										23380 23400 23420										23440 23460 23480										23500 23520 23540										23560 23580 23600										23620 23640 23660										23680 23700 23720										23740 23760 23780										23800 23820 23840										23860 23880 23900										23920 23940 23960										23980 24000 24020										24040 24060 24080										24100 24120 24140										24160 24180 24200										24220 24240 24260										24280 24300 24320										24340 24360 24380										24400 24420 24440										24460 24480 24500										24520 24540 24560										24580 24600 24620										24640 24660 24680										24700 24720 24740										24760 24780 24800										24820 24840 24860										24880 24900 24920										24940 24960 24980										25000 25020 25040										25060 25080 25100										25120 25140 25160										25180 25200 25220										25240 25260 25280										25300 25320 25340										25360 25380 25400										25420 25440 25460										25480 25500 25520										25540 25560 25580										25600 25620 25640										25660 25680 25700										25720 25740 25760										25780 25800 25820										25840 25860 25880										25900 25920 25940										25960 25980 26000										26020 26040 26060										26080 26100 26120										26140 26160 26180										26200 26220 26240										26260 26280 26300										26320 26340 26360										26380 26400 26420										26440 26460 26480										26500 26520 26540										26560 26580 26600										26620 26640 26660										26680 26700 26720										26740 26760 26780										26800 26820 26840										26860 26880 26900										26920 26940 26960										26980 27000 27020										27040 27060 27080										27100 27120 27140										27160 27180 27200										27220 27240 27260										27280 27300 27320										27340 27360 27380										27400 27420 27440										27460 27480 27500										27520 27540 27560										27580 27600 27620										27640 27660 27680										27700 27720 27740										27760									
-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	-------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	----------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------------------------	--	--	--	--	--	--	--	--	--	-------	--	--	--	--	--	--	--	--	--



DATE: 1-40 1-20 1-10 1-00 1-80 1-60 1-40 1-20 1-00 1									
---	--	--	--	--	--	--	--	--	--

CROSS SECTIONS



THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTORS APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

#### 1.0 SITE DESCRIPTION:

##### 1.A NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE MILLING AND RESURFACING ON CR 108. THIS CONSISTS OF MILLING AND RESURFACING THE EXISTING TRAVEL LANES AND PAVED SHOULDERS. THE PROJECT WILL ALSO INCLUDE SAFETY IMPROVEMENTS CONSISTING OF SIGNING AND PAVEMENT MARKINGS, SUPERELEVATION CROSS SLOPE CORRECTION, WIDENING AND SHOULDER CONSTRUCTION. THE PROJECT BEGINS AT CR 115 (BAY ROAD), AND ENDS AT CR 121A (MIDDLE ROAD). PROJECT LENGTH IS 7.487 MILES.

##### 1.B SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

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

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

1. CLEARING AND GRUBBING AND EARTHWORK.
2. MILLING AND RESURFACING OF THE EXISTING ASPHALT.
3. PLACING SOD AND TURF.

#### 1.C. AREA ESTIMATES:

TOTAL SITE AREA: 77.71 ACRES  
TOTAL AREA TO BE DISTURBED: 6.33 ACRES

#### 1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:  
BEFORE: 0.51  
DURING: 0.51  
AFTER: 0.51

SOILS DATA: THE USDA NRCS SOIL SURVEY FOR THE PROJECT AREA INDICATES THAT SOIL TYPES CONSIST PRIMARILY OF GOLDHEAD FINE SAND, MEGGETT LOAMY FINE SAND, BOULOGNE FINE SAND, CHAIRES FINE SAND AND BUCCANEER CLAY (FREQUENTLY FLOODED). SOIL TYPES LEON FINE SAND, KINGSFERRY FINE SAND, RUTLEDGE MUCKY FINE SAND (FREQUENTLY FLOODED), HURRICANE-POTTSBURG FINE SANDS, ELABELLE MUCKY FINE SAND (FREQUENTLY FLOODED) AND GOLDHEAD-MEADOWBROOK FINE SANDS (DEPRESSIONAL) ARE ALSO PRESENT WITHIN THE PROJECT AREA.

#### OUTFALL INFORMATION:

THERE ARE 20 OUTFALLS.

##### #1 DESCRIPTION: CROSS DRAIN (2 - 12" RCP) AT STA. 128+50

LOCATION: LATITUDE 30° 41' 02" N, LONGITUDE 81° 55' 49" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #2 DESCRIPTION: CROSS DRAIN (30" RCP) AT STA. 132+50

LOCATION: LATITUDE 30° 41' 06" N, LONGITUDE 81° 55' 47" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #3 DESCRIPTION: STORMWATER PIPE (30" RCP) AT STA. 156+50

LOCATION: LATITUDE 30° 41' 15" N, LONGITUDE 81° 55' 26" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #4 DESCRIPTION: STRAIGHT ENDWALL (18" RCP) AT STA. 161+40

LOCATION: LATITUDE 30° 41' 18" N, LONGITUDE 81° 55' 21" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #5 DESCRIPTION: STRAIGHT ENDWALL (18" RCP) AT STA. 166+10

LOCATION: LATITUDE 30° 41' 21" N, LONGITUDE 81° 55' 17" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #6 DESCRIPTION: STRAIGHT ENDWALL (18" RCP) AT STA. 171+45

LOCATION: LATITUDE 30° 41' 23" N, LONGITUDE 81° 55' 12" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #7 DESCRIPTION: BOX CULVERT (2 - 7' X 8') AT STA. 199+00

LOCATION: LATITUDE 30° 41' 41" N, LONGITUDE 81° 54' 48" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #8 DESCRIPTION: BRIDGE CULVERT (4 - 7' X 8') AT STA. 207+00

LOCATION: LATITUDE 30° 41' 45" N, LONGITUDE 81° 54' 41" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #9 DESCRIPTION: CROSS DRAIN (3 - 48" RCP) AT STA. 259+50

LOCATION: LATITUDE 30° 41' 53" N, LONGITUDE 81° 53' 43" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #10 DESCRIPTION: CROSS DRAIN (2 - 30" RCP) AT STA. 269+85

LOCATION: LATITUDE 30° 41' 54" N, LONGITUDE 81° 53' 31" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #11 DESCRIPTION: CROSS DRAIN (3 - 30" RCP) AT STA. 310+63

LOCATION: LATITUDE 30° 41' 44" N, LONGITUDE 81° 52' 47" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #12 DESCRIPTION: CROSS DRAIN (4 - 36" RCP) AT STA. 356+80

LOCATION: LATITUDE 30° 41' 42" N, LONGITUDE 81° 51' 54" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #13 DESCRIPTION: BOX CULVERT (2 - 5' X 12') AT STA. 398+65

LOCATION: LATITUDE 30° 41' 41" N, LONGITUDE 81° 51' 08" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #14 DESCRIPTION: CROSS DRAIN (2 - 30" RCP) AT STA. 425+80

LOCATION: LATITUDE 30° 41' 41" N, LONGITUDE 81° 50' 35" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #15 DESCRIPTION: CROSS DRAIN (2 - 24" RCP) AT STA. 445+75

LOCATION: LATITUDE 30° 41' 40" N, LONGITUDE 81° 50' 12" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #16 DESCRIPTION: CROSS DRAIN (2 - 24" RCP) AT STA. 488+95

LOCATION: LATITUDE 30° 41' 39" N, LONGITUDE 81° 49' 23" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #17 DESCRIPTION: CROSS DRAIN (4 - 30" RCP) AT STA. 514+70

LOCATION: LATITUDE 30° 41' 42" N, LONGITUDE 81° 48' 53" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #18 DESCRIPTION: CROSS DRAIN (1 - 24" RCP) AT STA. 531+55

LOCATION: LATITUDE 30° 41' 44" N, LONGITUDE 81° 48' 34" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #19 DESCRIPTION: ROADSIDE DITCHES (NORTH) AT STA. 540+00

LOCATION: LATITUDE 30° 41' 45" N, LONGITUDE 81° 48' 24" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: LITTLE ST. MARY'S RIVER TRIBUTARY

##### #20 DESCRIPTION: ROADSIDE DITCHES (SOUTH) AT STA. 540+00

LOCATION: LATITUDE 30° 41' 45" N, LONGITUDE 81° 48' 24" W  
ESTIMATED DRAINAGE AREA SIZE: SAME AS EXISTING  
RECEIVING WATER NAME: MILLS CREEK TRIBUTARY

DATE		DESCRIPTION		REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		STORMWATER POLLUTION PREVENTION PLAN		SHEET NO.
						JAY P. SNYDER, P.E. LICENSE NUMBER 86566 10015 W. BAYVIEW BLVD. SUITE 205 JACKSONVILLE, FL 32246		ROAD NO. COUNTY FINANCIAL PROJECT ID		44724-1-58-01		36
						CR 108 NASSAU						

1.E. SITE MAP:  
THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) HAS A MAP INDICATING THE PROJECT LOCATION AND LIMITS. SHEET NUMBERS OF THE PLAN SHEETS REFERENCED BELOW ARE IDENTIFIED ON THE KEY SHEET.

- DRAINAGE PATTERNS: RUNOFF FROM THE ROADWAY SURFACES WITHIN THE RURAL ROADWAY SECTIONS DISCHARGES DIRECTLY TO THE ROADSIDE DITCHES AND IS CONVEYED AND DIRECTLY DISCHARGED TO THE OUTFALLS LISTED ABOVE. RUNOFF FROM THE ROADWAY SURFACES WITHIN THE URBAN SECTIONS DISCHARGES TO CURB INLETS AND DITCH BOTTOM INLETS AND IS CONVEYED BY STORM SEWERS TO BE DISCHARGED TO EITHER ROADSIDE DITCHES OR THE OUTFALLS LISTED ABOVE.
- AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE TYPICAL SECTION SHEET, THE TYPICAL SECTION DETAIL SHEETS AND THE PLAN SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
- AREAS NOT TO BE DISTURBED: ALL AREAS WITHIN THE PROJECT RIGHT OF WAY NOT INDICATED FOR WORK ON THE TYPICAL SECTION SHEET, TYPICAL SECTION DETAIL SHEETS OR PLAN SHEETS WILL NOT BE DISTURBED.
- LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE PLAN SHEET(S), A TABLE PROVIDING A SUMMARY OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS IS PROVIDED IN THE ESTIMATED QUANTITIES REPORT.
- LOCATIONS OF PERMANENT CONTROLS: SODDING AND PLACING TURF ON DISTURBED AREAS IS THE PERMANENT CONTROL FOR THIS PROJECT. LIMITS OF SODDING AND TURF ARE SHOWN ON THE TYPICAL SECTION SHEET, PLAN SHEETS AND THE TYPICAL SECTION DETAILS SHEETS.
- AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEET, PLAN SHEETS AND THE TYPICAL SECTION DETAILS SHEET.
- SURFACE WATERS: SURFACE WATERS WITHIN THE PROJECT LIMITS INCLUDE LITTLE ST. MARTY'S RIVER TRIBUTARIES.
- DISCHARGE POINTS TO SURFACE WATERS: EXISTING ROADSIDE DITCHES DISCHARGE TO EXISTING LOW AREAS WITHIN AND AROUND THE PROJECT LIMITS.

1.F. RECEIVING WATERS:  
WATER IS PRIMARILY CONVEYED BY ROADSIDE DITCHES TO EXISTING LOW AREAS ADJACENT TO THE ROADWAY. SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES. THERE ARE NO WETLAND AREAS THAT WILL BE IMPACTED BY THE PROPOSED CONSTRUCTION ACTIVITIES.

2.0 CONTROLS:  
2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE PROPOSED TEMPORARY TRAFFIC CONTROL PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

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

DURING ALL PHASES OF THE TRAFFIC CONTROL PLAN, INSTALL SEDIMENT BARRIER AND INLET PROTECTION SYSTEMS AT LOCATIONS SPECIFIED IN THE CONSTRUCTION PLANS PRIOR TO DISTURBANCE OF SOIL UPSTREAM OF THE SEDIMENT BARRIER AND INLET PROTECTION SYSTEMS.

2.A1. STABILIZATION PRACTICES:  
IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS. IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, THE STABILIZATION PRACTICES MUST INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- TEMPORARY:
  - ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
  - SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- PERMANENT:
  - SOD AND TURF IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2. STRUCTURAL PRACTICES:  
IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS MUST BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES MUST INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- TEMPORARY:
  - SEDIMENT BARRIERS IN ACCORDANCE WITH SPECIFICATION SECTION 104
  - INLET PROTECTION SYSTEMS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- PERMANENT:
  - SOD AND TURF IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.B. STORMWATER MANAGEMENT:  
THE EXISTING DRAINAGE SYSTEM WILL REMAIN DURING AND AFTER CONSTRUCTION.

2.C. OTHER CONTROLS:  
2.C.1. WASTE DISPOSAL:

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

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

2.C.2. OFF-SITE VEHICLE TRACKING & DUST CONTROL:  
IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS MUST INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
- REMOVING EXCESS DIRT FROM ROADS ONLY.
- STABILIZING CONSTRUCTION ENTRANCES IN ACCORDANCE WITH SPECIFICATION SECTION 104
- USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3. STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:  
IN THE SECTION 104 EROSION CONTROL PLAN, DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4. FERTILIZERS AND PESTICIDES:  
IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES MUST COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5. TOXIC SUBSTANCES:  
IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

- 2.D. APPROVED STATE AND LOCAL PLANS AND PERMITS:
  - NO PERMITS WERE REQUIRED TO BE OBTAINED FOR THIS PROJECT.
- 3.0 MAINTENANCE:

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

- SEDIMENT BARRIERS AND INLET PROTECTION SYSTEMS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:  
PROVIDE THE ENGINEER WITH A MINIMUM OF 24 HOUR NOTICE PRIOR TO THE WEEKLY EROSION CONTROL INSPECTION REQUIRED BY FDOT SPECIFICATION 104-7.1.

INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE.

5.0 NON-STORMWATER DISCHARGES:  
IN THE SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE DISTRICT CONSTRUCTION ENVIRONMENTAL MANAGER.

ENGINEER OF RECORD		NASSAU COUNTY		BOARD OF COUNTY COMMISSIONERS		SHEET NO.	
JAY P. SNYDER, P.E. LICENSE NUMBER 86566 PETERS ARCHITECTURAL, INC. 3000 W. BAYVIEW BLVD., SUITE 205 JACKSONVILLE, FL 32246		ROAD NO. CR 108		COUNTY NASSAU		4412143-556-01	
DESCRIPTION		DATE		REVISIONS		STORMWATER POLLUTION PREVENTION PLAN	
DATE	DESCRIPTION	DATE	REVISIONS			37	

NOT TO SCALE

### TEMPORARY TRAFFIC CONTROL PHASE NOTES

1. USING LANE CLOSURES AS NEEDED, INSTALL SIGNING AND PAVEMENT MARKINGS.

SHEET NO	TEMPORARY TRAFFIC CONTROL PLAN										
	DATE		REVISIONS		DESCRIPTION		ENGINEER OF RECORD		NASSAU COUNTY		SHEET NO
									BOARD OF COUNTY COMMISSIONERS		
38									ALAN NICKZ, P.E. LICENSE NUMBER 90032 POND & COMPANY 1200 RIVERCHASE BLVD, STE 600 JACKSONVILLE FL 32207		
DATE		REVISIONS		DESCRIPTION		ENGINEER OF RECORD		NASSAU COUNTY		SHEET NO	
								BOARD OF COUNTY COMMISSIONERS			
								ROAD NO. COUNTY FINANCIAL PROJECT ID		38	
								CR 108 NASSAU 447214-3-58-01			



CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
N/A	22	S-1

# GENERAL NOTES

- ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS. PAVEMENT MARKING LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ANY CONFLICTING MARKINGS AT LIMITS OF CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP RPM'S CLEAN FROM EXISTING AND FINAL PAVEMENT MARKINGS. ANY REPLACEMENT RPM'S AFTER THE FINAL PLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
- ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED IN THE PLANS.
- THE CONTRACTOR SHALL VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
- SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC., MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.
- CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES.
- OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF THE SIGN.
- THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING AND TRIMMING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.
- THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- FOR SIGN DETAILS, USE THE MANUAL ON "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2004, AND NASSAU COUNTY'S SIGN DETAILS.
- ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR, AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
- ALL PAVEMENT MARKINGS ARE STANDARD THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- ALL PAVEMENT MARKINGS ON SIDE STREETS THAT ARE IMPACTED BY CONSTRUCTION ARE TO BE REPLACED IN KIND.
- A BLUE REFLECTIVE PAVEMENT MARKER IS TO BE PLACED IN THE CENTER OF THE TRAVEL LANE CLOSEST TO EACH FIRE HYDRANT LOCATION.
- OBJECT MARKERS (TYPE 2) ARE TO BE PLACED AT ALL CROSS DRAINS WITHIN THE PROJECT LIMITS.
- EXISTING STREET NAME SIGNS AND STOP SIGN ASSEMBLIES ON SIDE STREETS ARE TO REMAIN IN THEIR CURRENT LOCATIONS, UNLESS OTHERWISE SHOWN IN PLANS.
- COST FOR RELOCATING EXISTING STREET NAME SIGNS ONTO PROPOSED STOP SIGNS IS INCLUDED UNDER RELATED PAY ITEMS. ADJUST COLUMN SIZE AND LENGTH FOR EACH SIGN ASSEMBLY IN ACCORDANCE WITH THE FOOT STANDARD PLANS.

## SIGNAL EQUIPMENT NOTES

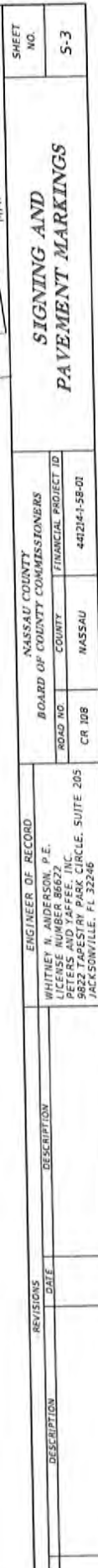
- INSTALL TAPCO R8FB-XL SERIES THAT IS 100% COMPATABLE WITH THE EXISTING SYSTEM.

## PAY ITEM NOTES

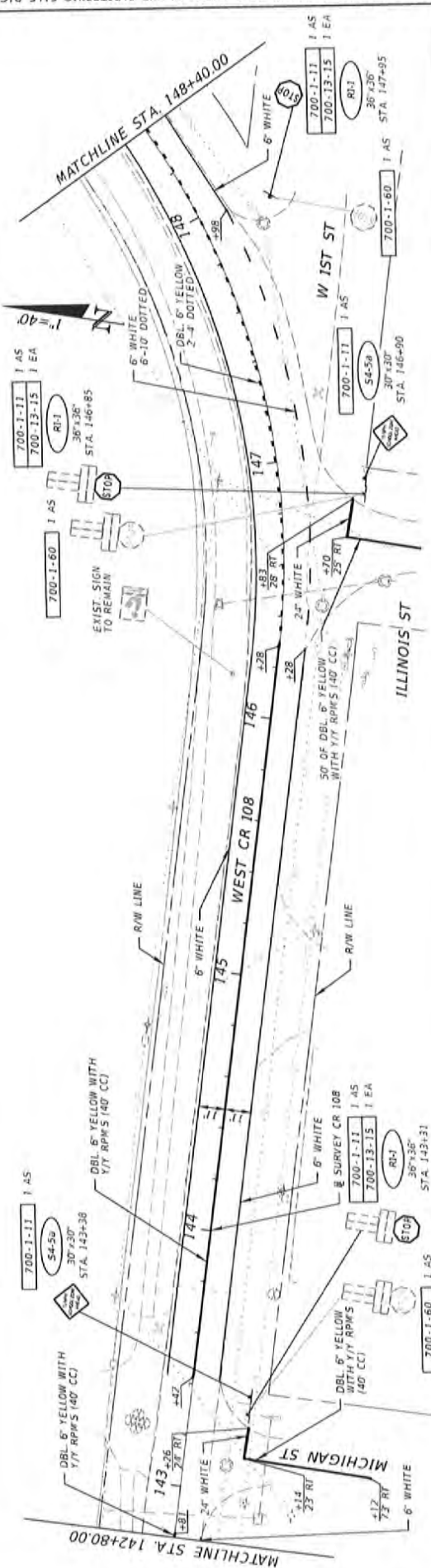
- 654-2-22: AT SCHOOL CROSSING, SHALL INCLUDE ACCESSIBLE DETECTOR BUTTONS, PASSIVE MOTION DETECTORS AND 20 FOOT POLES.
- 654-2-22: AT CHURCH CROSSING, SHALL INCLUDE ACCESSIBLE DETECTOR BUTTONS AND 15 FOOT POLES.

DATE		DESCRIPTION		REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS				SHEET NO.	
						WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND TAPSCOTT, INC. 5962 PINEHURST CIRCLE, SUITE 203 JACKSONVILLE, FL 32246		ROAD NO. COUNTY FINANCIAL PROJECT ID				5-2	
								CR 108 NASSAU 44724-158-01					

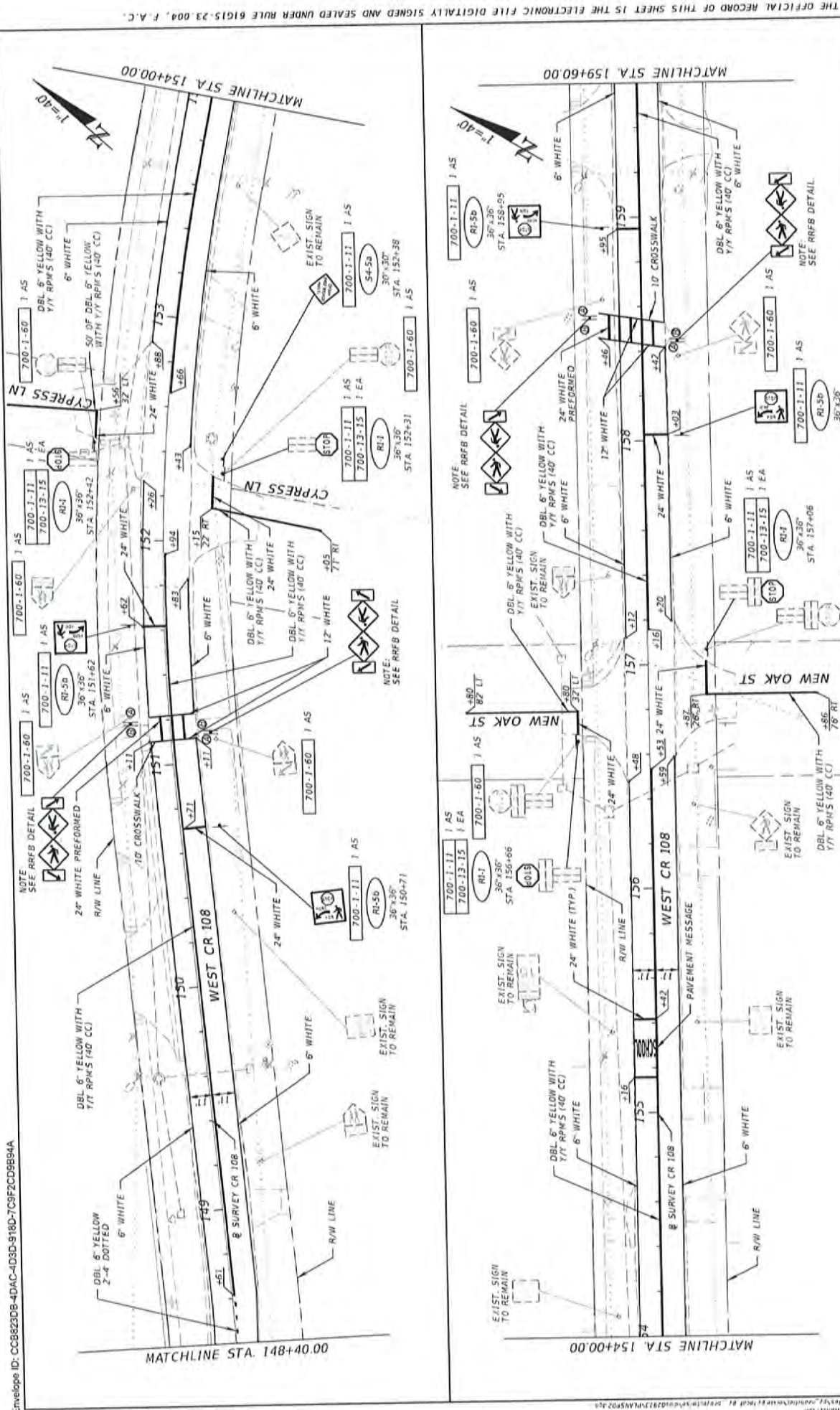
## GENERAL NOTES







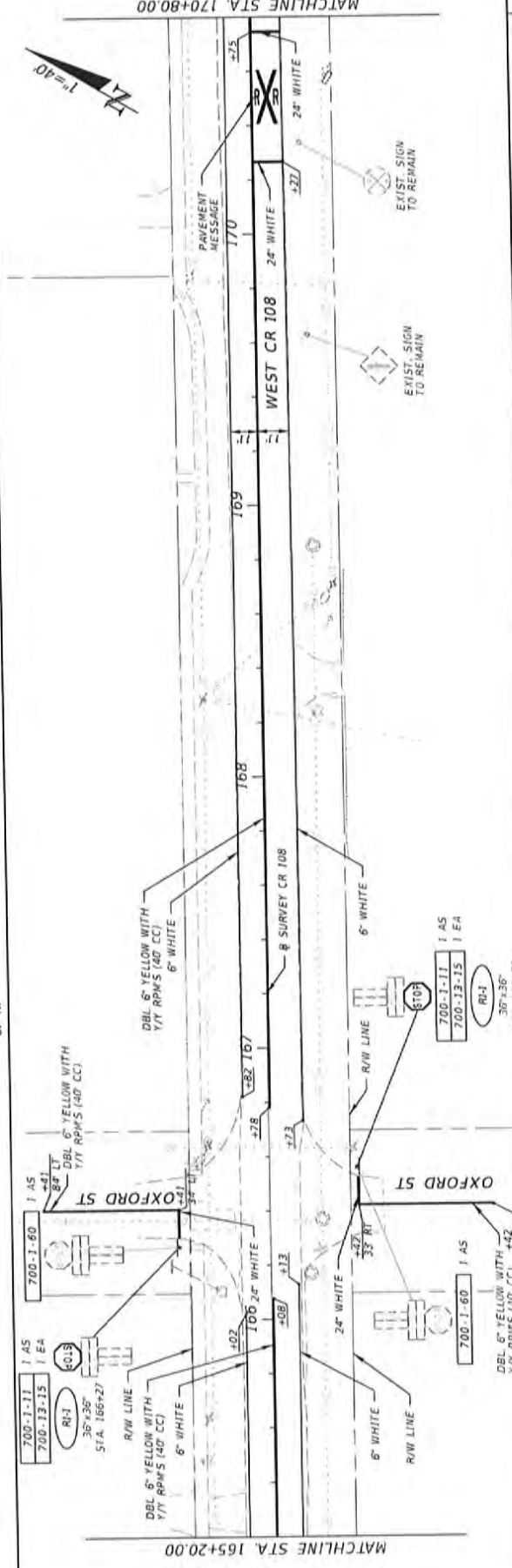
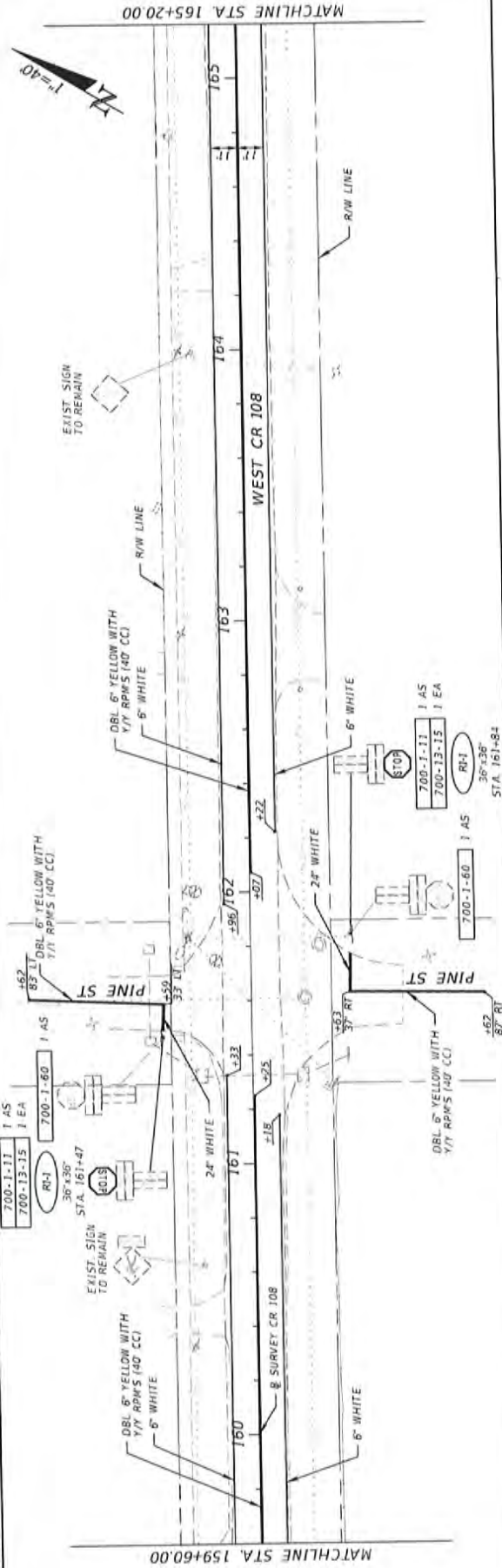
				<b>SIGNING AND PAVEMENT MARKINGS</b>				<b>SHEET NO.</b>
				<b>NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS</b>				<b>S-4</b>
				<b>ENGINEER OF RECORD</b>		<b>ROAD NO.</b>		
				<b>WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAFFEE, INC. 9842 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246</b>		<b>COUNTY</b>		
						<b>FINANCIAL PROJECT ID</b>		
						<b>NASSAU</b>		<b>447214-1-55-01</b>
						<b>CR 108</b>		



SIGNING AND PAVEMENT MARKINGS		SHEET NO. 5-5	
DATE	DESCRIPTION	ENGINEER OF RECORD	
		WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAPPEE, INC. 9622 HARVEST PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	
REVISIONS	DATE	BOARD OF COUNTY COMMISSIONERS	
		ROAD NO. CR 108 COUNTY NASSAU FINANCIAL PROJECT ID 442141-58-01	

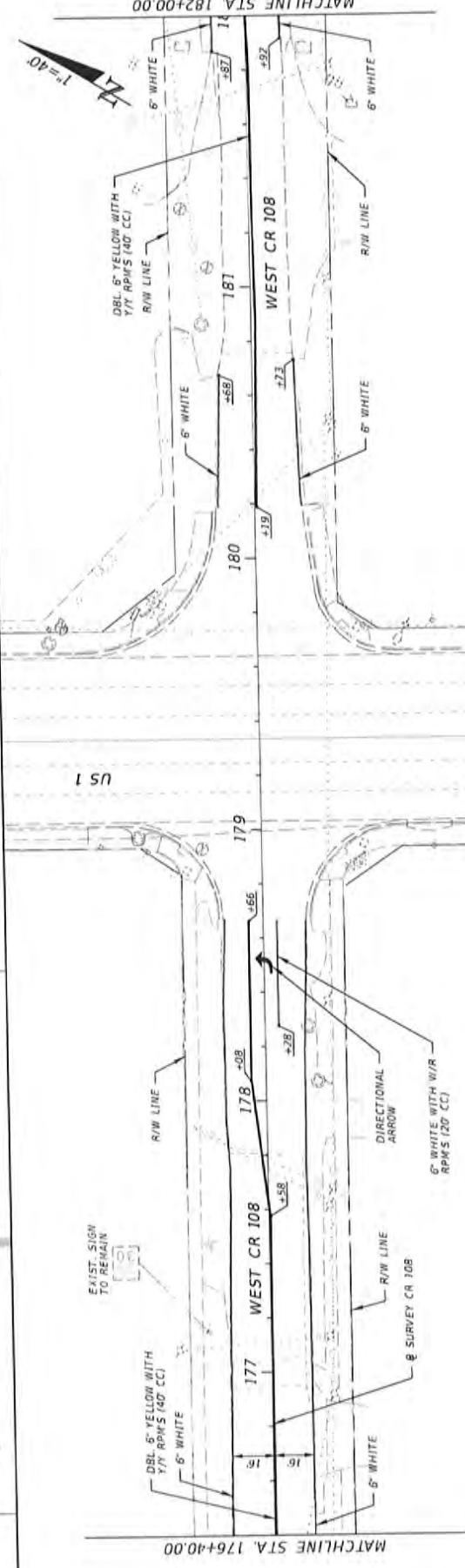
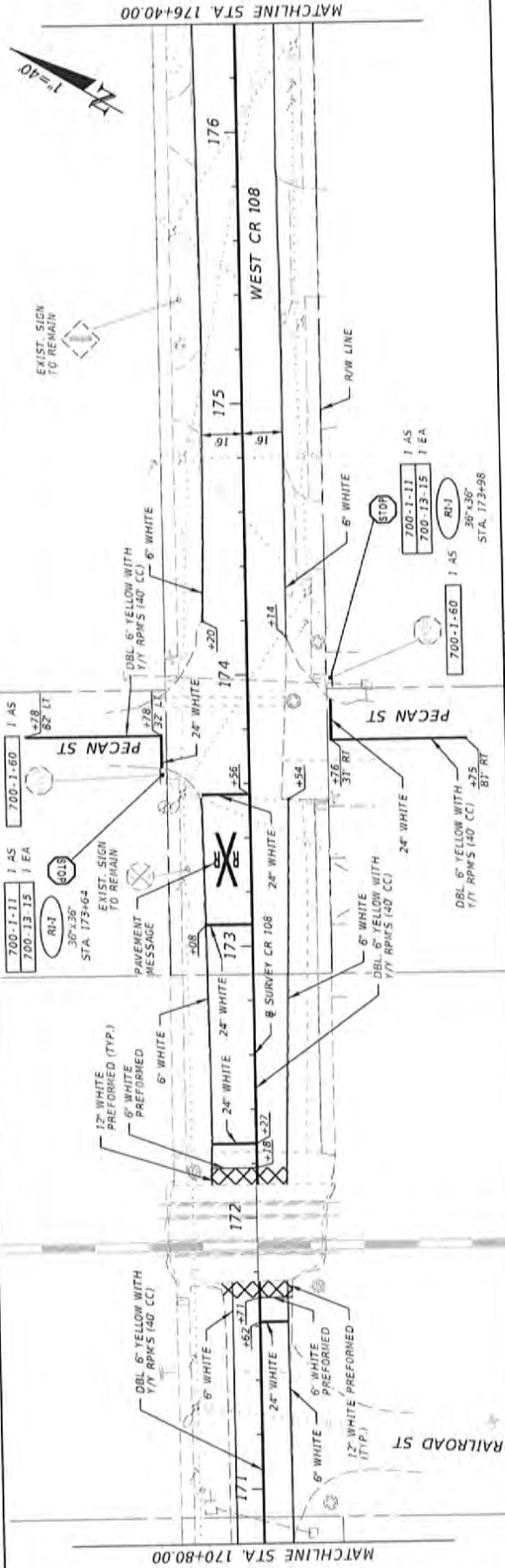
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



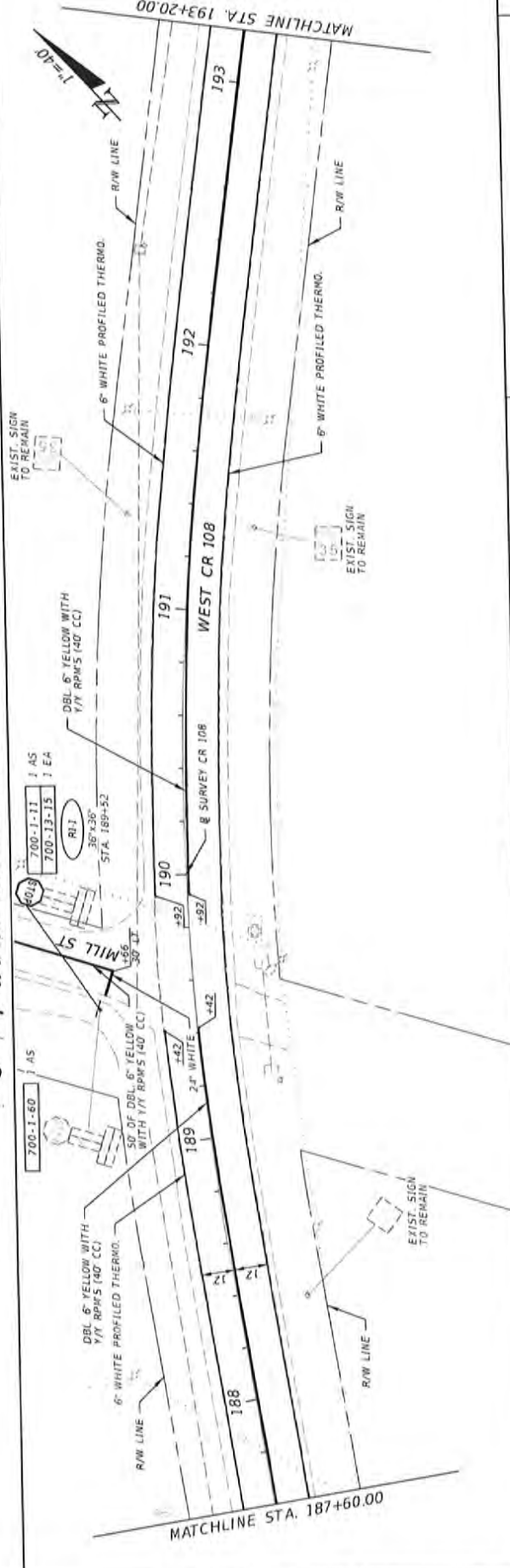
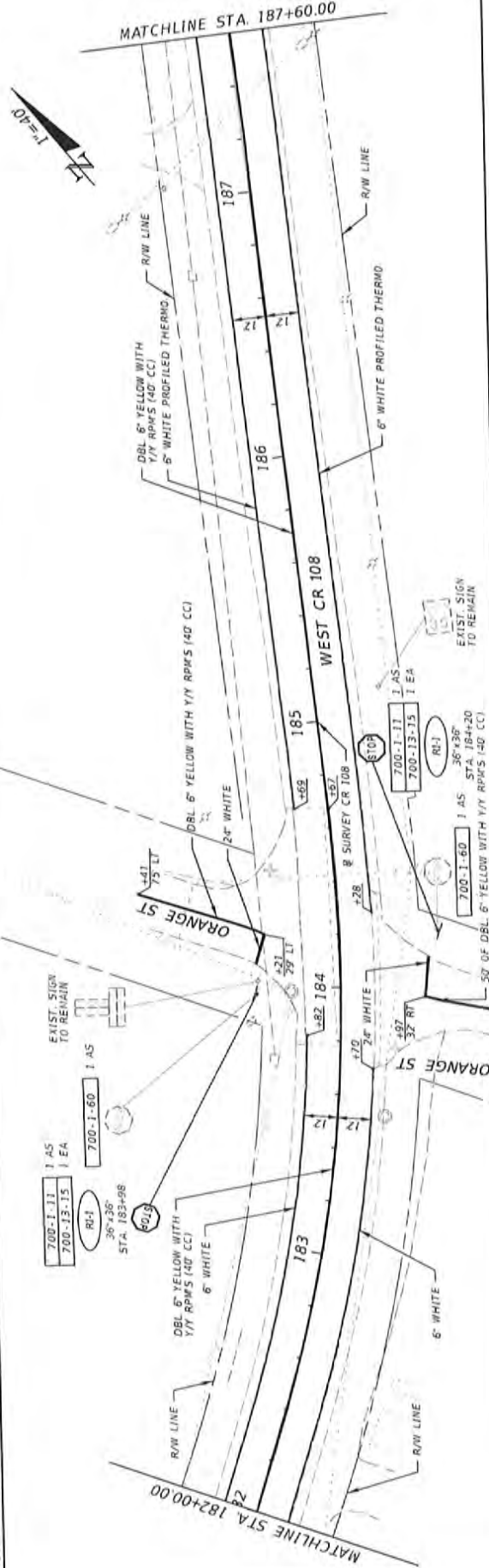


SIGNING AND PAVEMENT MARKINGS		SHEET NO.		5-6	
STA. 166+56		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ROAD NO. COUNTY FINANCIAL PROJECT ID	
ENGINEER OF RECORD		WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246		CR 108 NASSAU 440704-1-58-01	
REVISIONS		DATE		DESCRIPTION	
DATE		DESCRIPTION		DATE	



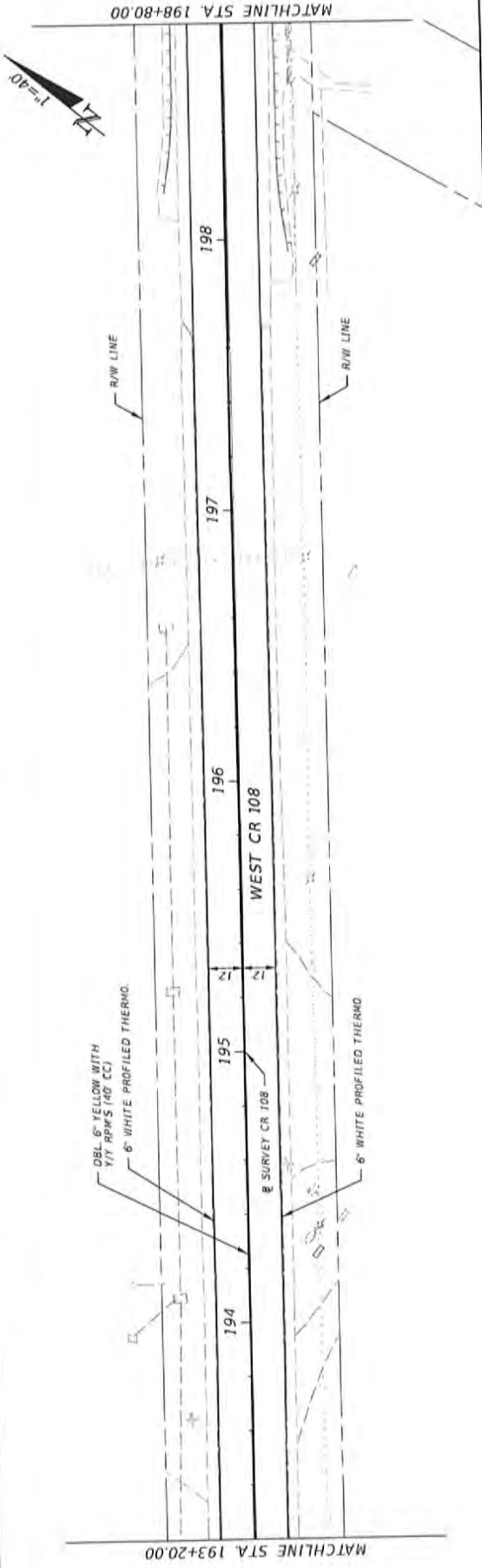


SIGNING AND PAVEMENT MARKINGS		SHEET NO.	
DATE	DESCRIPTION	NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS	
		ROAD NO.	FINANCIAL PROJECT ID
		CR 108	4412141-58-01
ENGINEER OF RECORD		COUNTY	
WHITNEY N. ANDERSON, P.E.		NASSAU	
LICENSE NUMBER 86622			
PETERS AND TAPPECK, INC.			
5922 JACKSONVILLE CIRCLE, SUITE 205			
JACKSONVILLE, FL 32246			



SIGNING AND PAVEMENT MARKINGS		SHEET NO. S-8	
DATE	DESCRIPTION	ENGINEER OF RECORD	
		WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YARFEE, INC. 9622 TAPESTRY PARK DRIVE, SUITE 205 JACKSONVILLE, FL 32246	
REVISIONS	DATE	BOARD OF COUNTY COMMISSIONERS	
		ROAD NO. CR 108	FINANCIAL PROJECT ID 44214-1-58-01
COUNTY	COUNTY	NASSAU COUNTY	
		NASSAU	

Sign Envelope ID: CC8823DB-4DAC-4D3D-918D-7C9F2CD8B94A

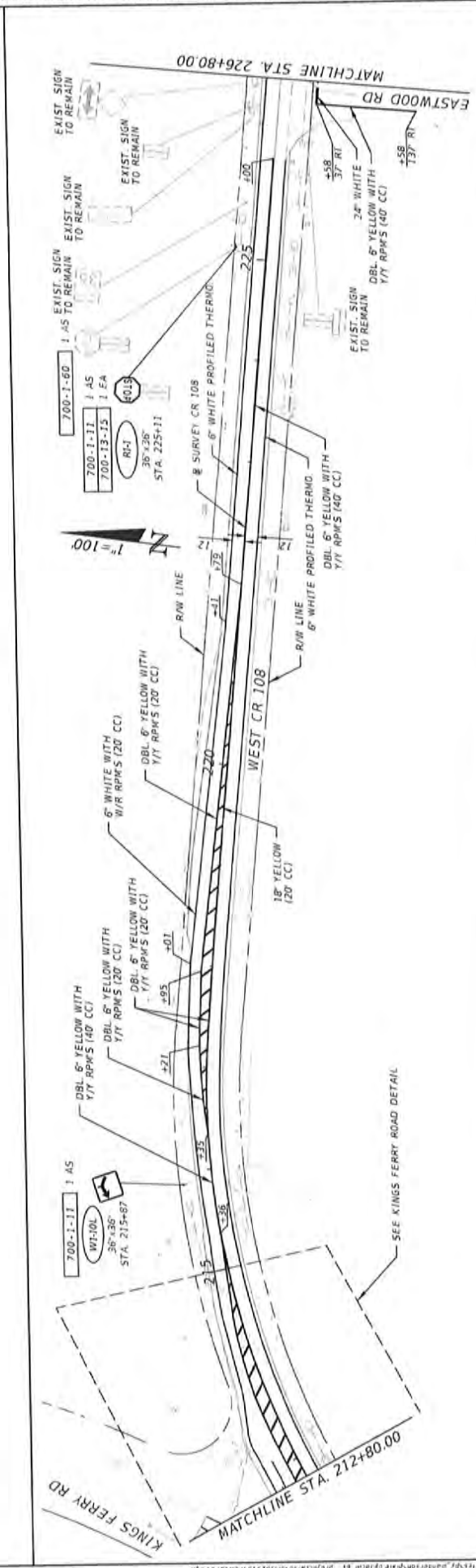
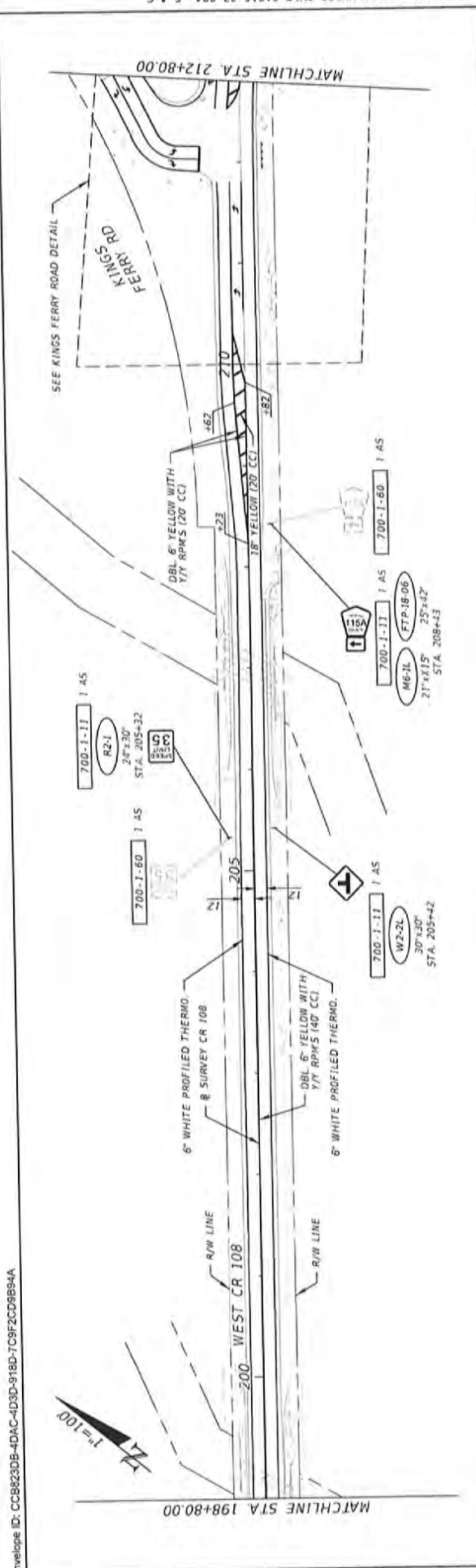


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

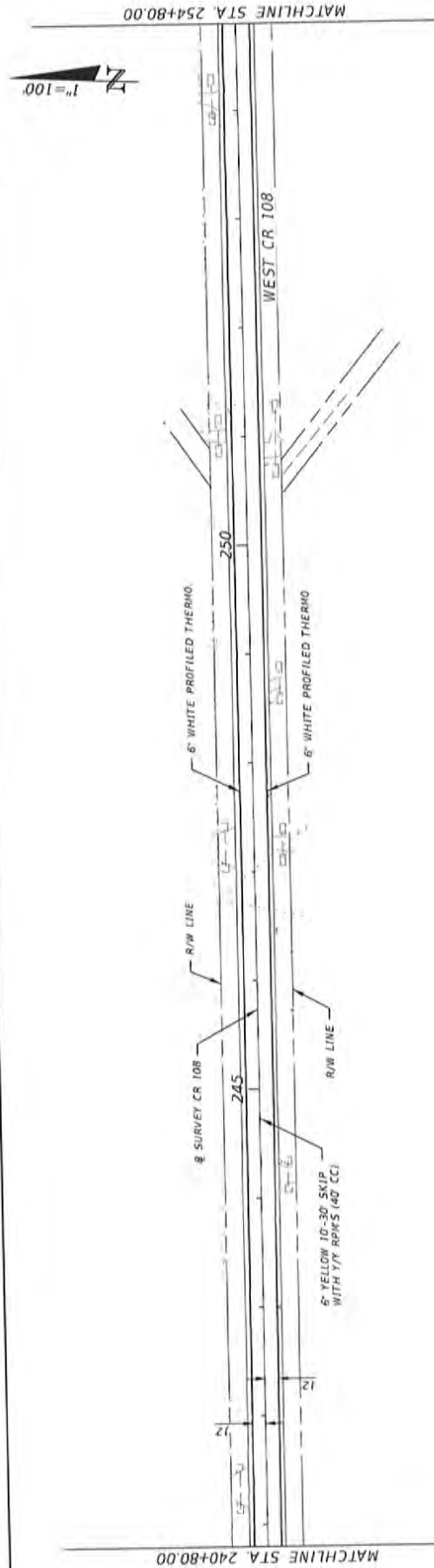
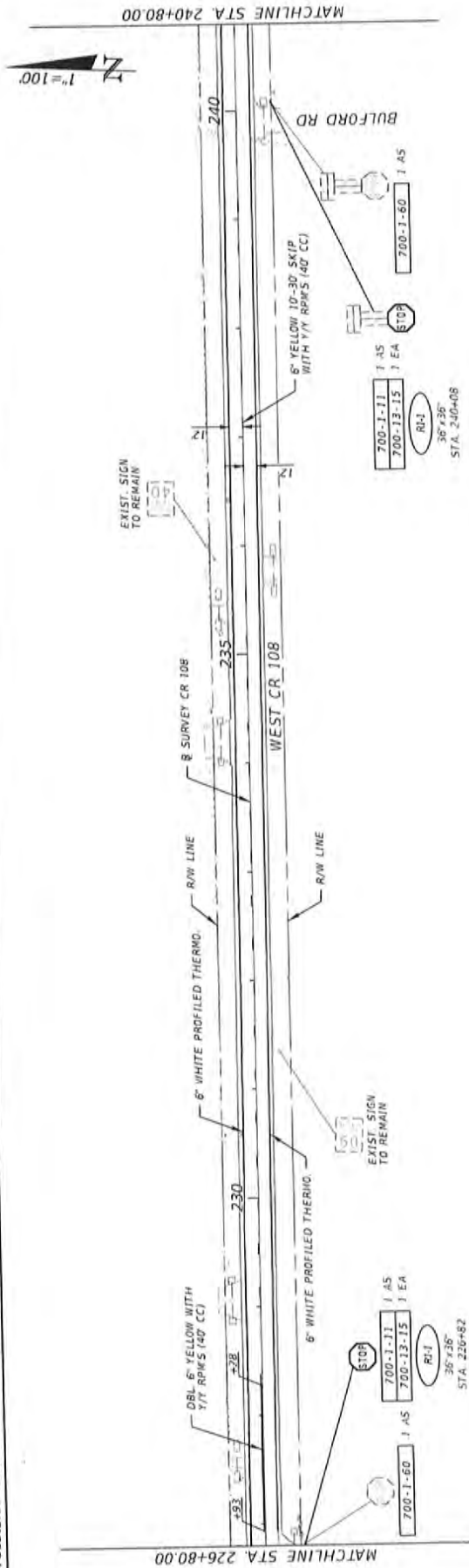
SIGNING AND PAVEMENT MARKINGS				NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ENGINEER OF RECORD		REVISIONS		DESCRIPTION	
				ROAD NO. CR 108	COUNTY NASSAU	FINANCIAL PROJECT ID 447244-58-01	WHITE, ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246				
DATE		DESCRIPTION		DATE		DESCRIPTION		DATE		DESCRIPTION	

2/28/2023 8:10:19 PM Anderson, Whitney N. J:\Projects\2023\CR 108\Drawings\CR 108.dwg

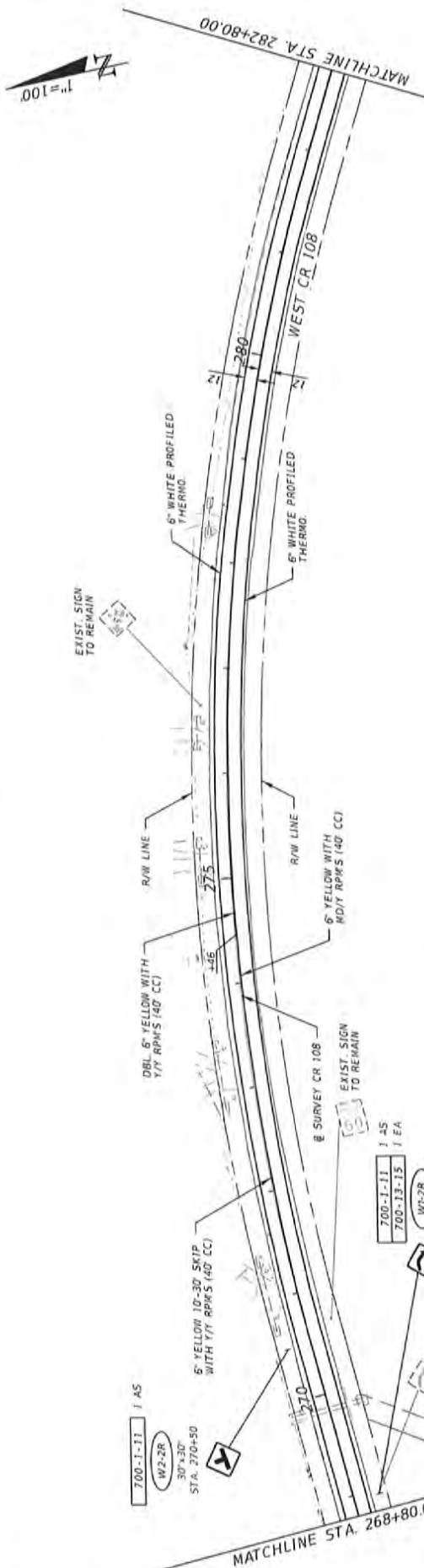




REVISIONS		ENGINEER OF RECORD	NASSAU COUNTY		SHEET NO.
DATE	DESCRIPTION		ROAD NO.	COUNTY	
		WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAFEE, INC. 5822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	CR 108	NASSAU	5-10
				440314-1-58-01	

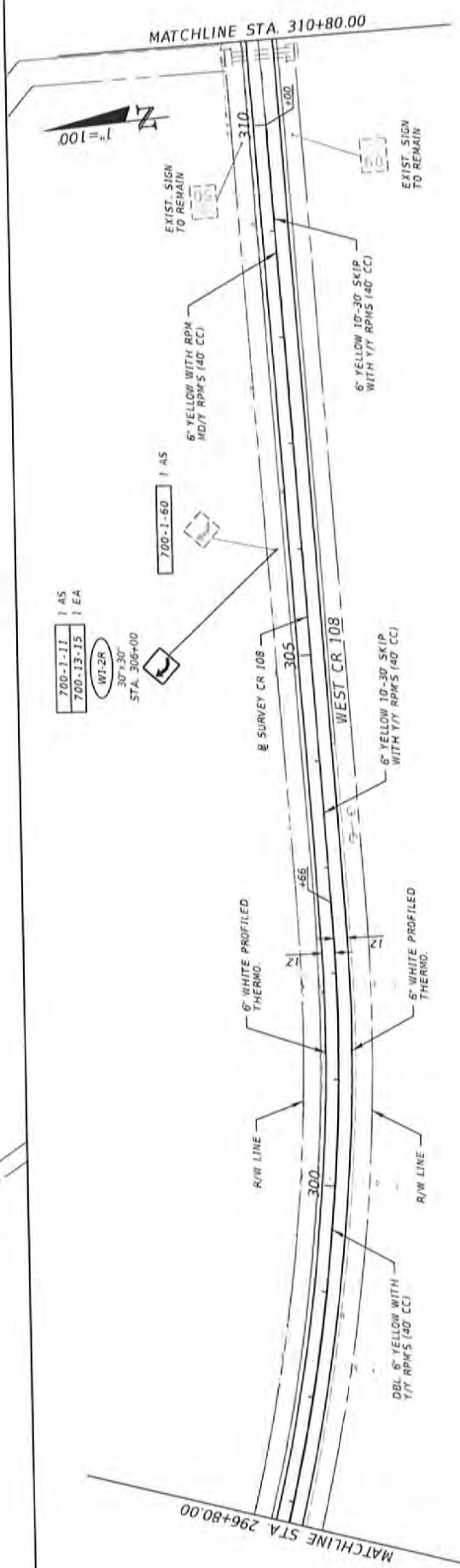
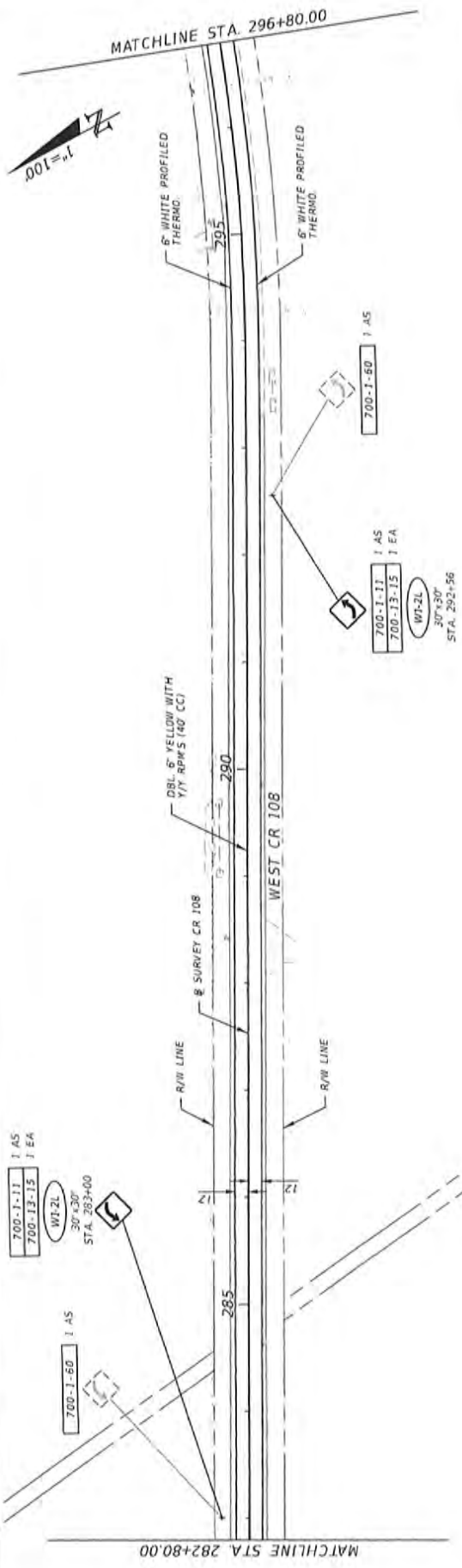


SIGNING AND PAVEMENT MARKINGS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ENGINEER OF RECORD		REVISIONS		DESCRIPTION	
SHEET NO.	5-11	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	WHITNEY N. ANDERSON, P.E.	DATE	DATE	DATE	DATE
		CR 108	NASSAU	4472143-58-01	LICENSE NUMBER 86622 PETERS AND YAPPEE, LLC 9822 JARVIS RD., SUITE 205 JACKSONVILLE, FL 32246				



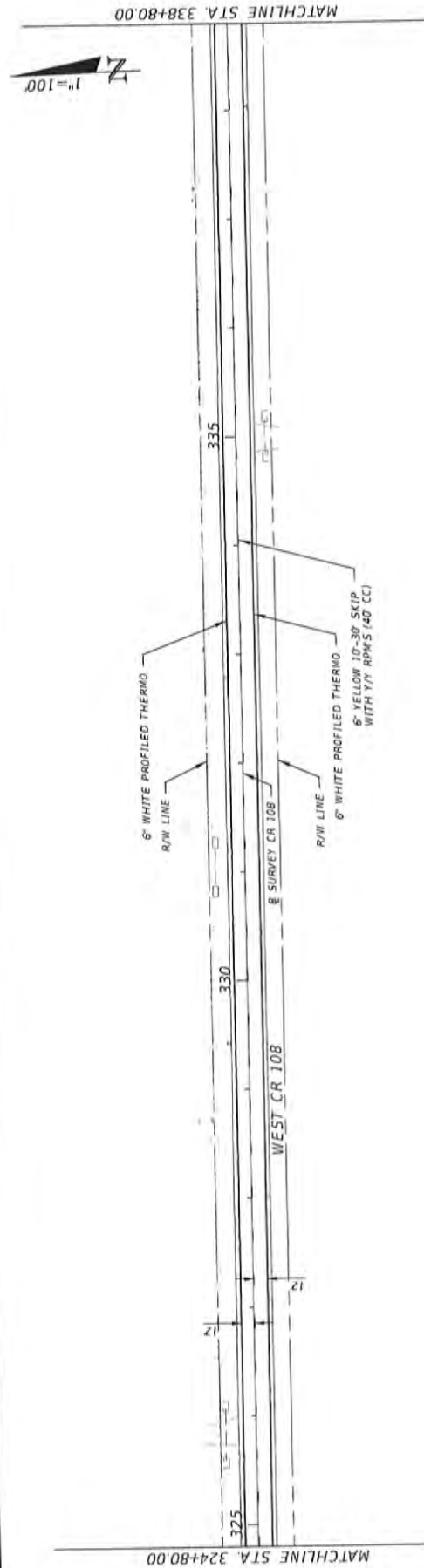
700-1-60		1 AS		S7A, 268-96	
DATE		DESCRIPTION		REVISIONS	
DATE		DESCRIPTION		DATE	
<p>ENGINEER OF RECORD</p> <p>WHITNEY N. ANDERSON, P.E.          LICENSE NUMBER 86622          PETERS AND YAFFEE, INC.          9822 TAPESTRY PARK CIRCLE, SUITE 205          JACKSONVILLE, FL 32246</p>					
<p>BOARDS OF COUNTY COMMISSIONERS</p>				<p>NASSAU COUNTY</p>	
ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
CR 108		NASSAU		447214-1-58-01	
<p><b>SIGNING AND PAVEMENT MARKINGS</b></p>					
SHEET NO.					
5-12					



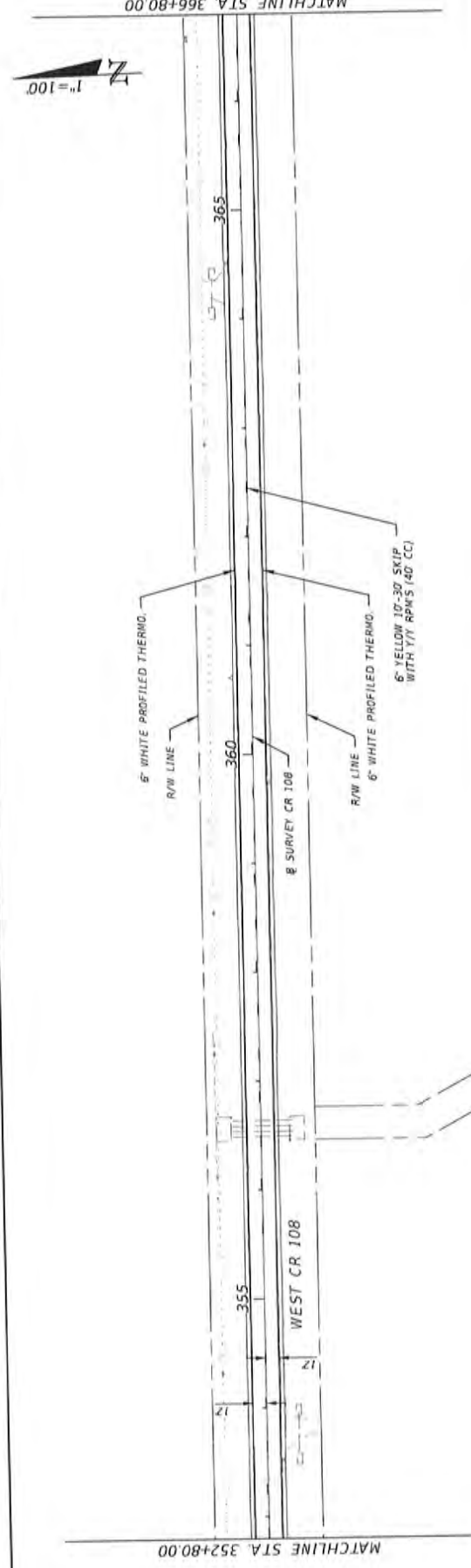
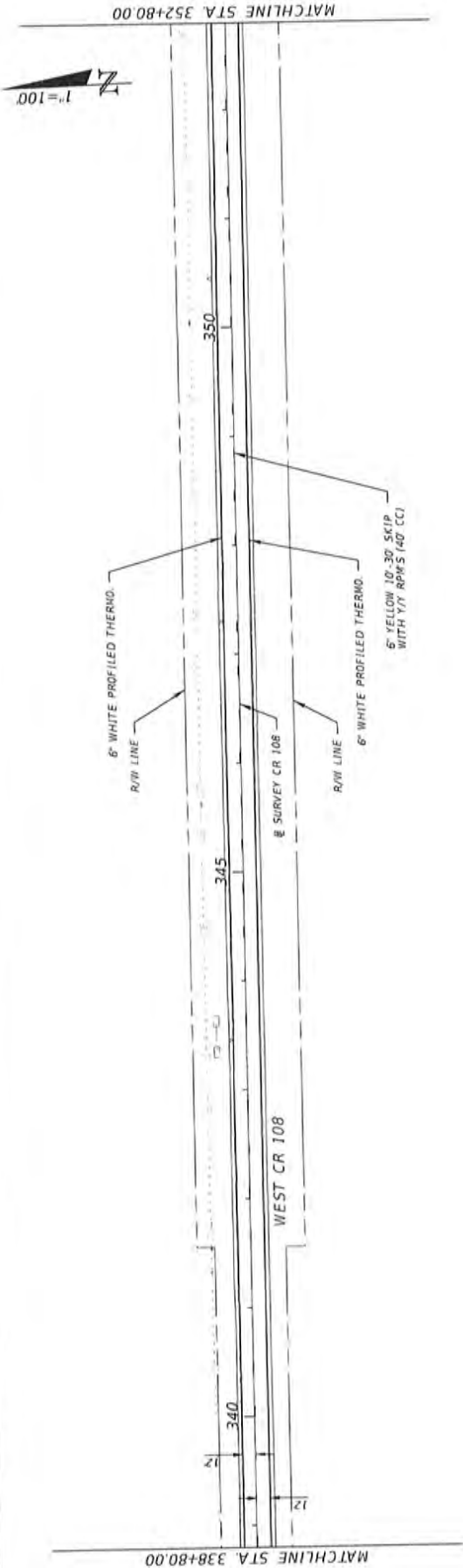


SIGNING AND PAVEMENT MARKINGS		SHEET NO. S-13	
ENGINEER OF RECORD		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS	
WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND ASSOCIATES, INC. 5925 EAST RYAN PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246		ROAD NO. CR 108	FINANCIAL PROJECT ID 4472141-58-01
DATE	DESCRIPTION	REVISIONS	DATE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

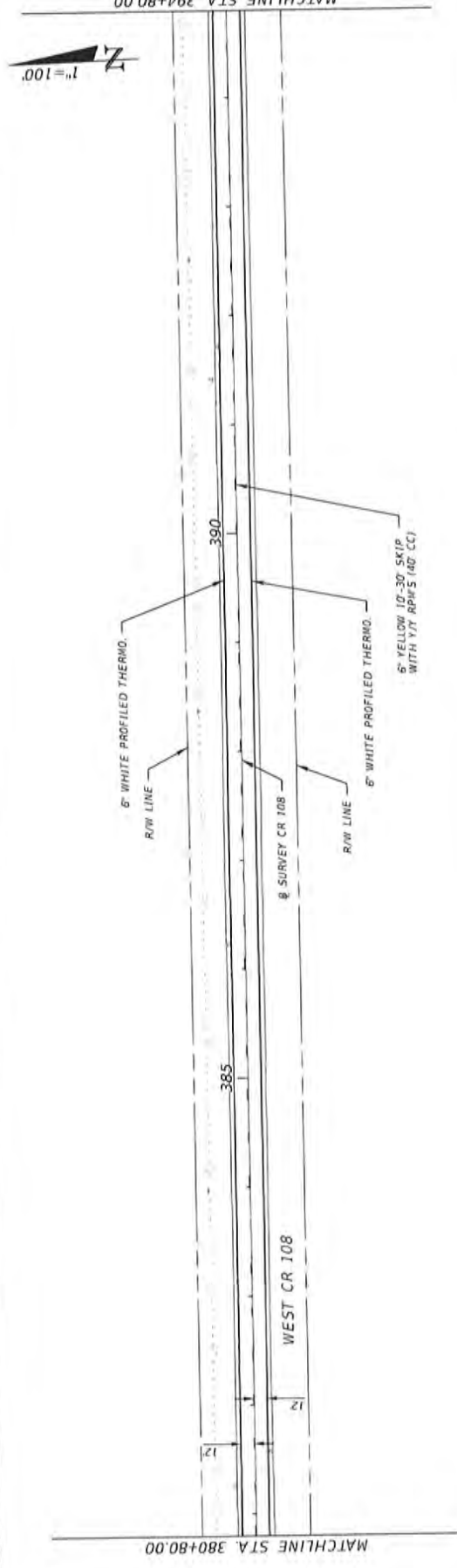
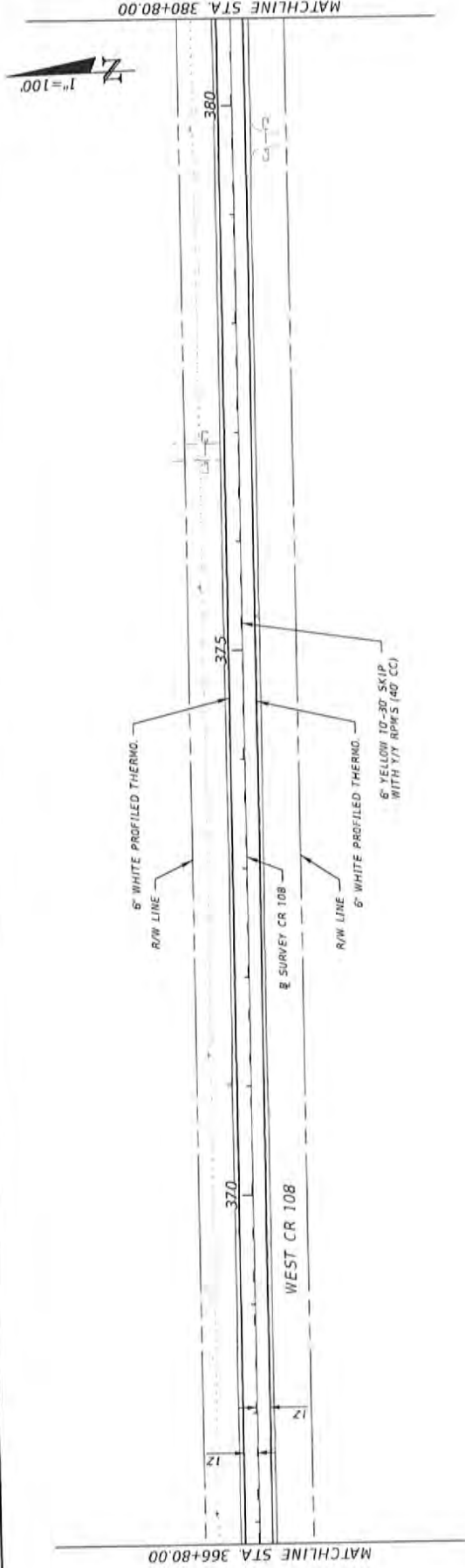


SIGNING AND PAVEMENT MARKINGS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		SHEET NO.	
ENGINEER OF RECORD WHITNEY N. ANDERSON, P.E. REGISTERED PROFESSIONAL ENGINEER PETERS AND TAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246		ROAD NO. CR 108		FINANCIAL PROJECT ID 441216-1-SB-01	
REVISIONS		COUNTY NASSAU		S-14	
DATE	DESCRIPTION	DATE	DESCRIPTION		

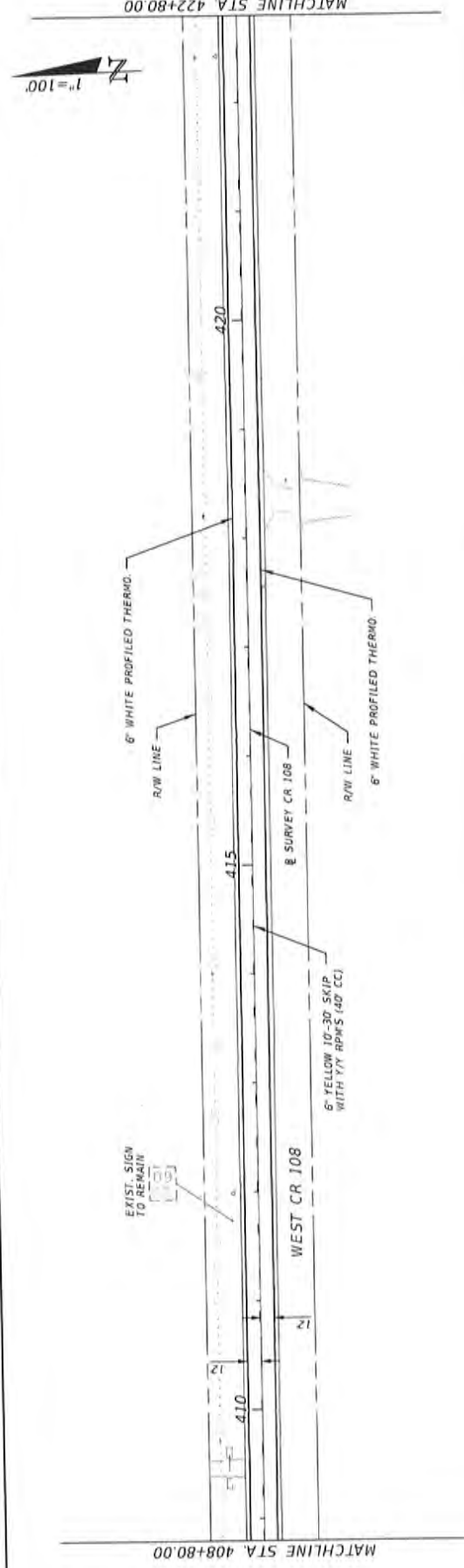
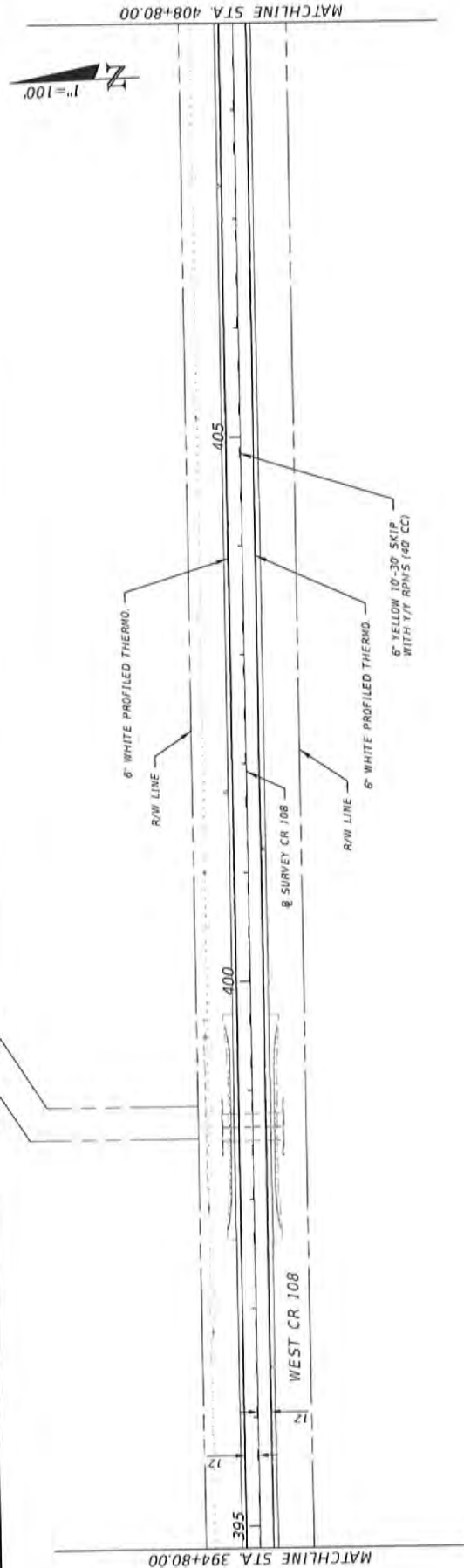


SIGNING AND PAVEMENT MARKINGS		SHEET NO.	
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		S-15	
ENGINEER OF RECORD		ROAD NO.	
WHITNEY N. ANDERSON, P.E.		CR 108	
LICENSE NUMBER 86622		COUNTY	
PETERS AND YAFFEE, INC.		NASSAU	
9822 TAPESTRY PARK, SUITE 205		FINANCIAL PROJECT ID	
JACKSONVILLE, FL 32246		44214-158-01	
DATE	DESCRIPTION	DATE	DESCRIPTION

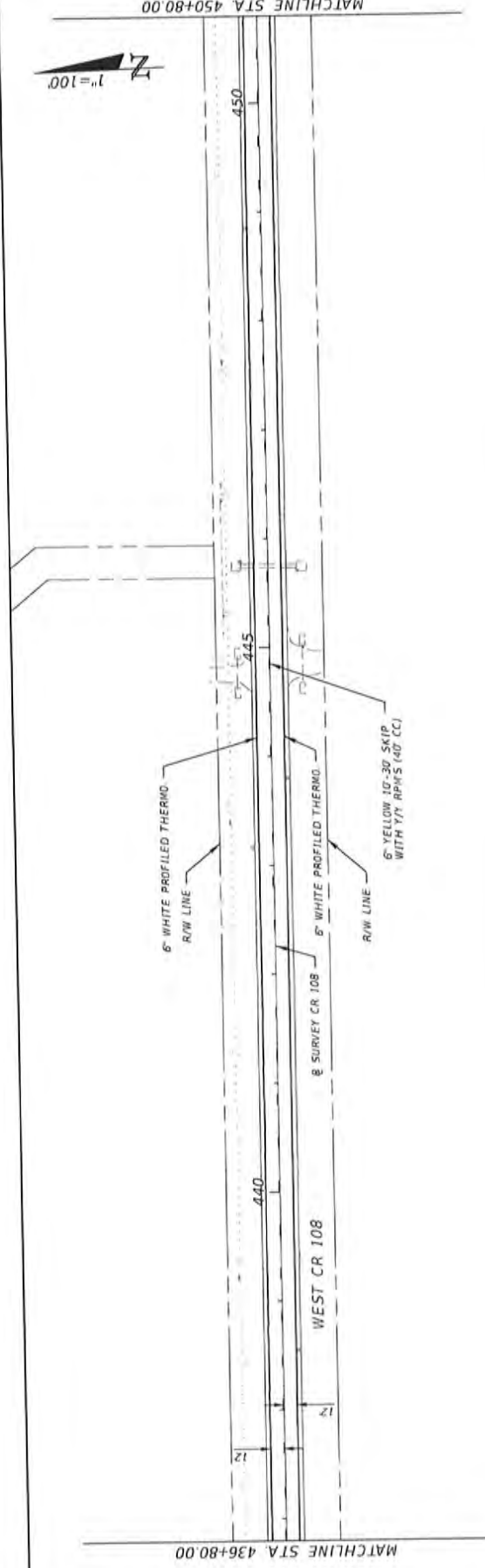
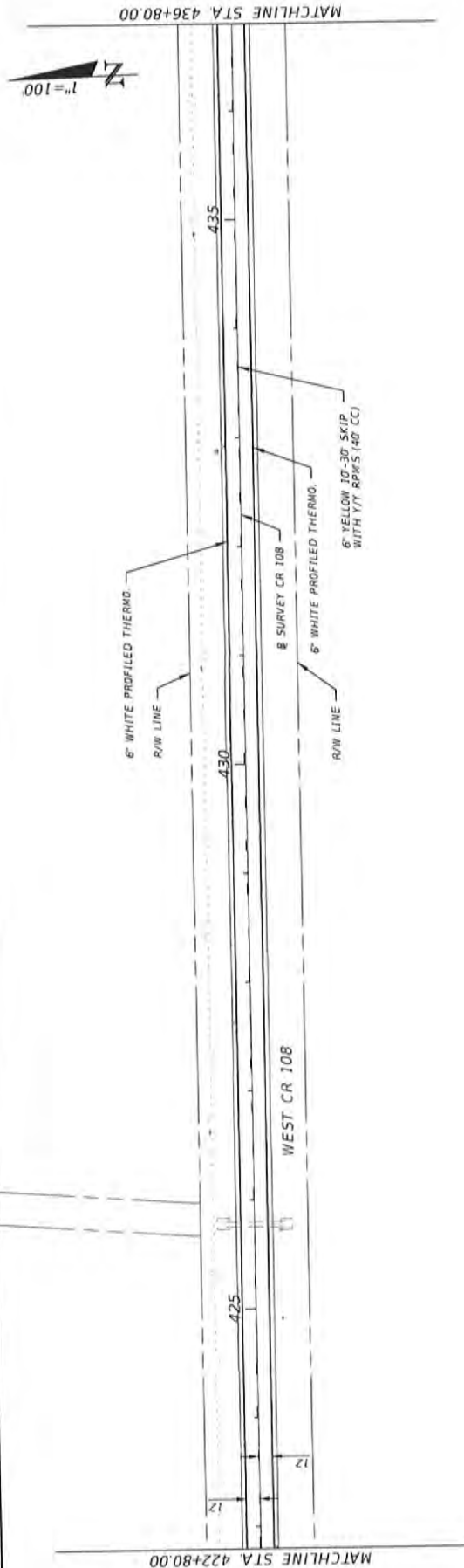




SIGNING AND PAVEMENT MARKINGS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ENGINEER OF RECORD		REVISIONS		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	WHITNEY N. ANDERSON, P.E.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	S-16	5-16
				LICENSE NUMBER B6622 PETERS AND ASSOCIATES, INC. 5925 ADRIAN PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	CR 108	NASSAU	44024-158-01		

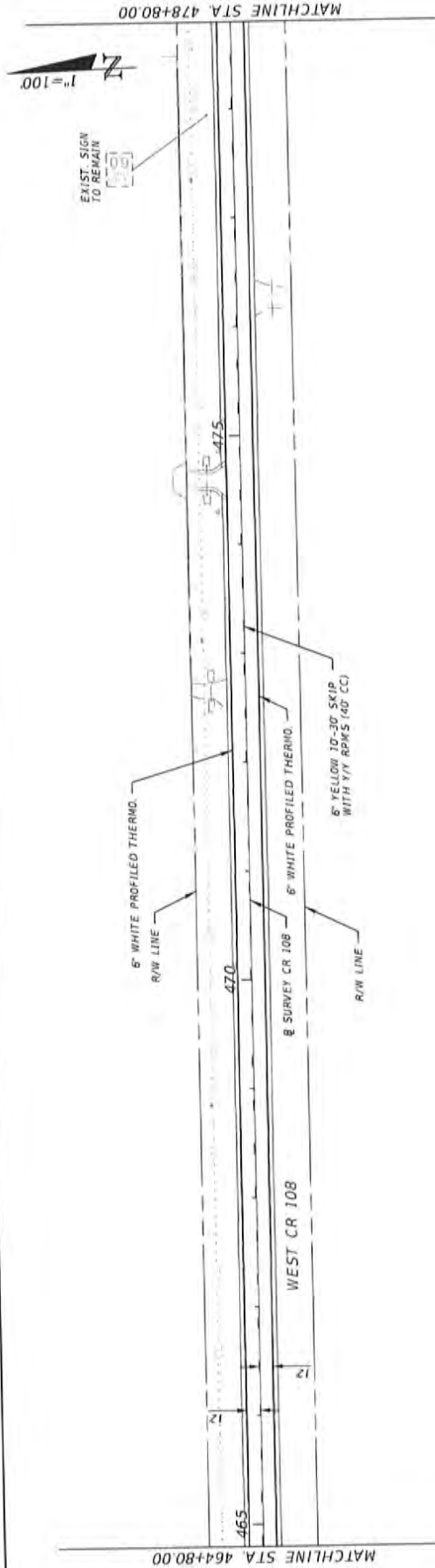
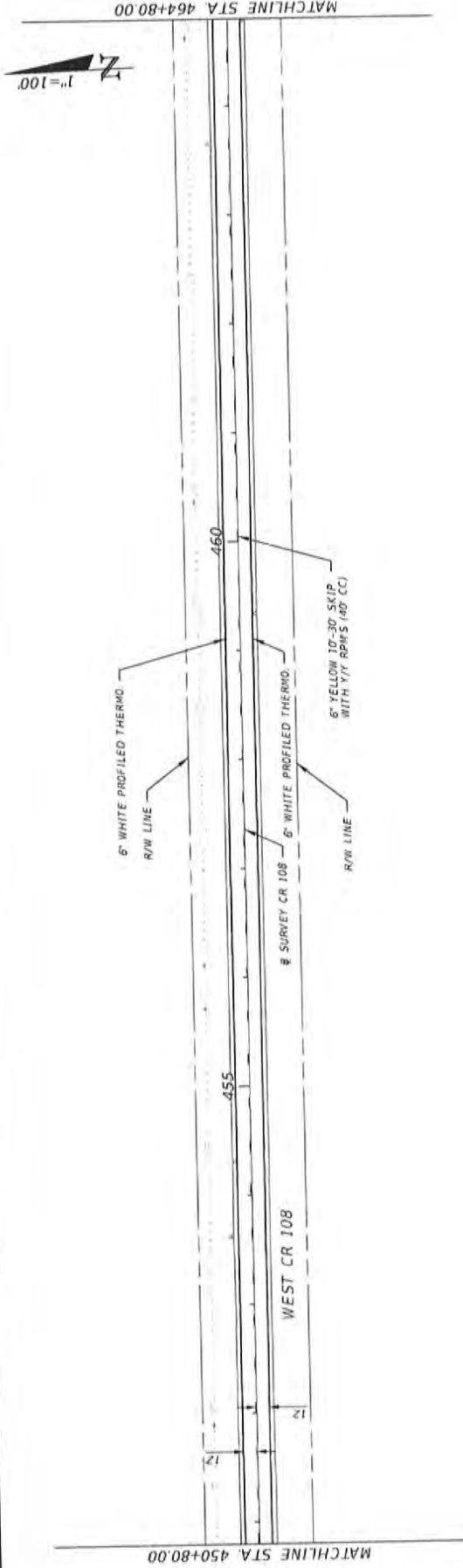


SIGNING AND PAVEMENT MARKINGS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ENGINEER OF RECORD		REVISIONS		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	WHITNEY N. ANDERSON, P.E.	CR 108	CR 108	CR 108	5-17	5-17
				LICENSE NUMBER 86622					
				PETENS AND ASSOCIATES, INC.					
				3225 PARKWAY PARK CIRCLE, SUITE 205					
				JACKSONVILLE, FL 32246					
				FINANCIAL PROJECT ID					
				44124-158-01					



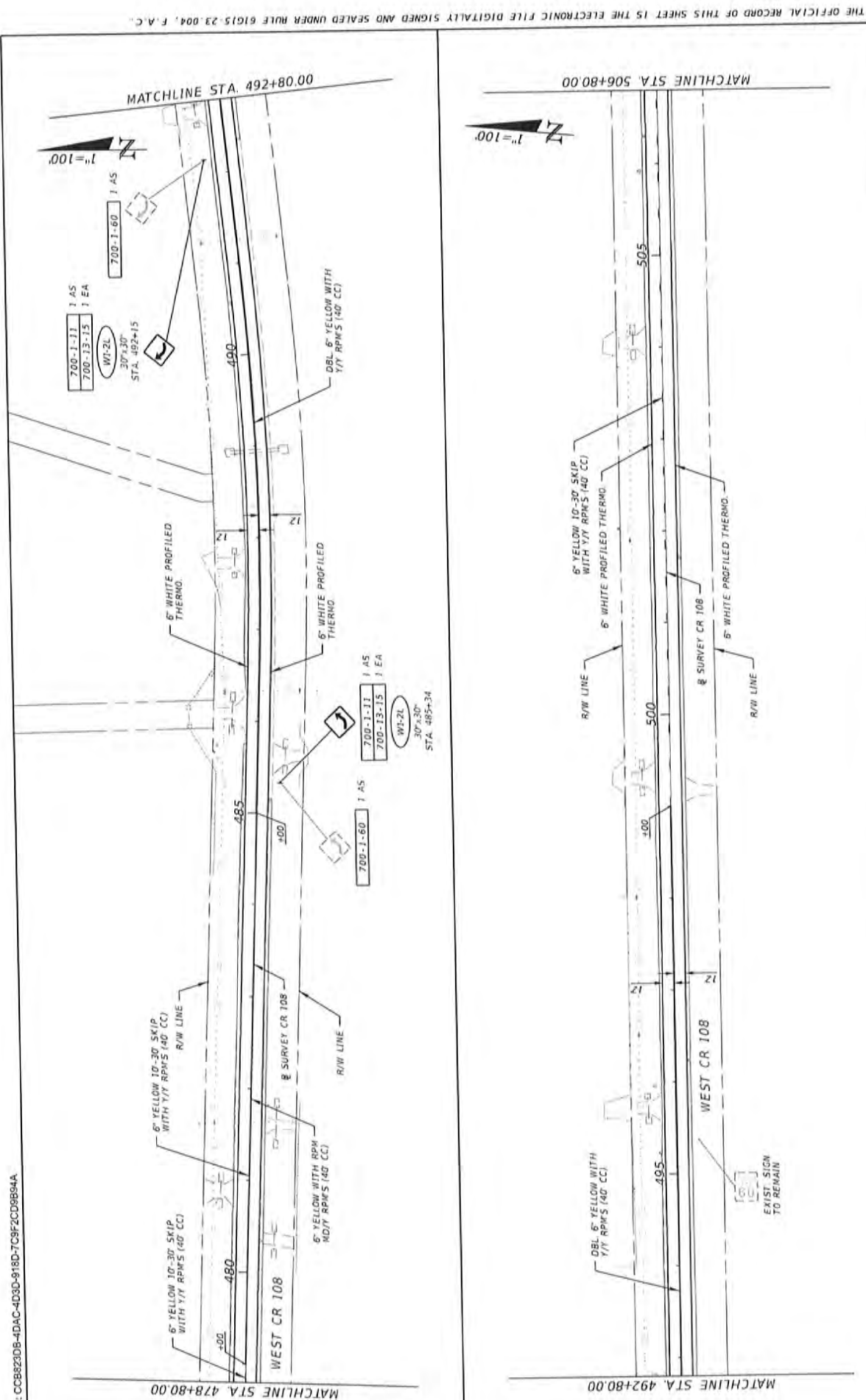
SIGNING AND PAVEMENT MARKINGS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ENGINEER OF RECORD		REVISIONS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86672 P.E. DESIGN INC. 5832 TAPESTRY PARK CIRCLE, SUITE 203 JACKSONVILLE, FL 32246	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	S-18
					CR 108	NASSAU	44074-1-58-01	



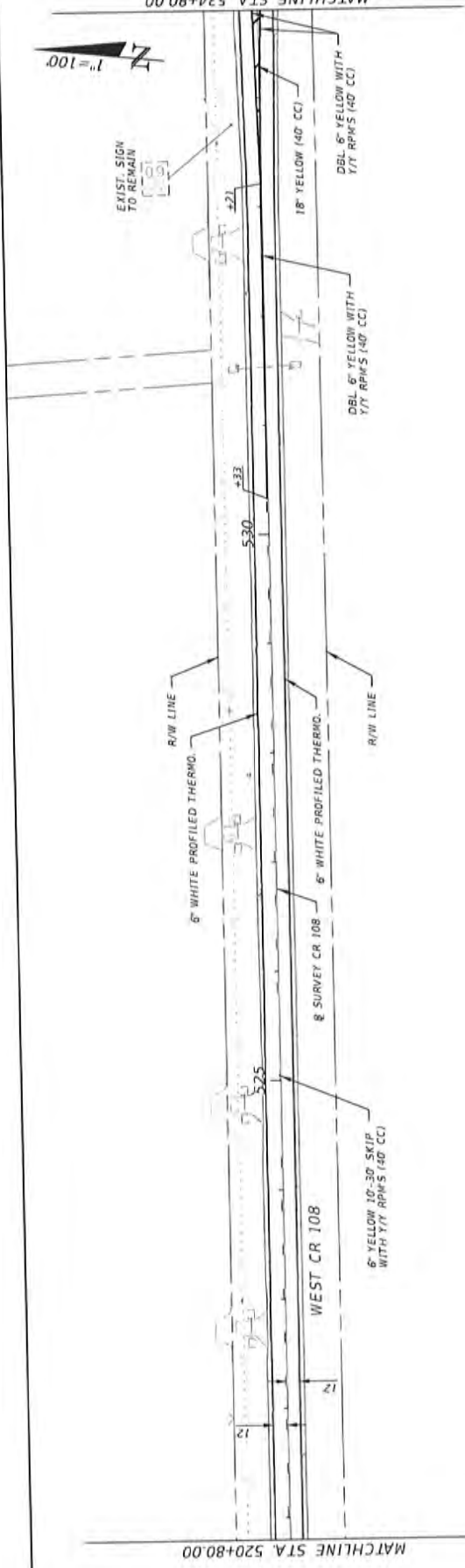
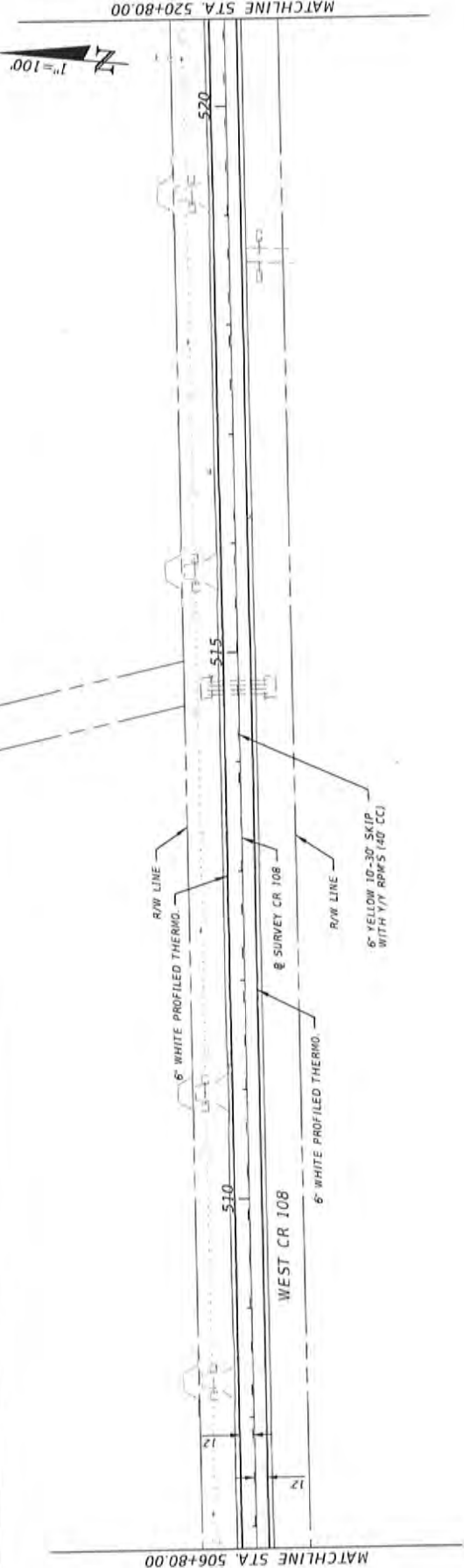


EXIST. SIGN  
TO REMAIN

SHEET NO.		SIGNING AND PAVEMENT MARKINGS		NASSAU COUNTY		BOARD OF COUNTY COMMISSIONERS		ENGINEER OF RECORD	
				ROAD NO	COUNTY	FINANCIAL PROJECT ID	WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAFFEE, INC. 9622 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246		
		CR 108	NASSAU	4412141-58-01					



SIGNING AND PAVEMENT MARKINGS		NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS		ENGINEER OF RECORD		
SHEET NO.	S-20	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAFFEE, INC. 5822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	
		CR 108				
		NASSAU				
		441214-1-58-01				
REVISIONS		DESCRIPTION				
DATE						

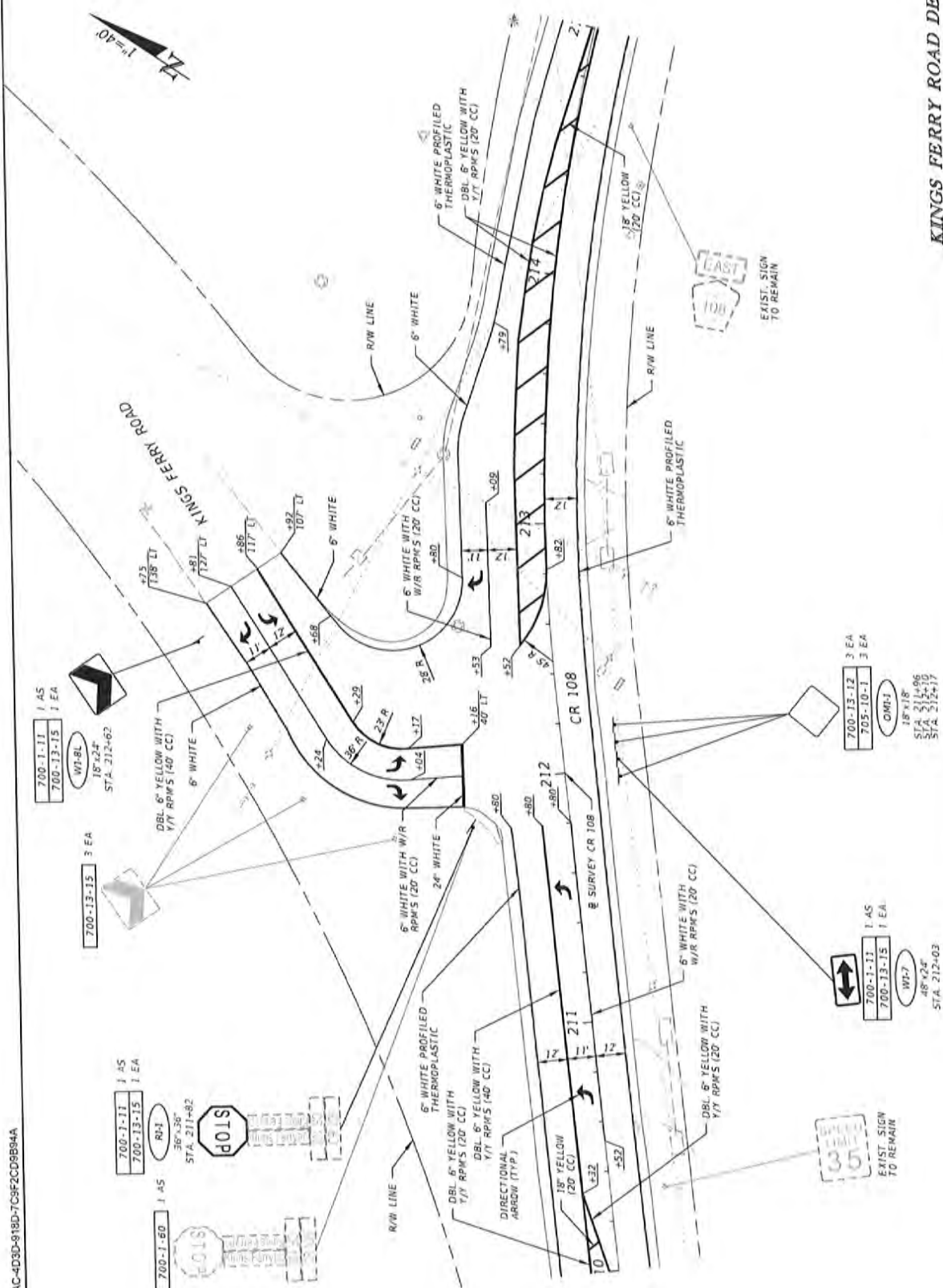


SIGNING AND PAVEMENT MARKINGS				SHEET NO.	
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS				5-21	
ENGINEER OF RECORD		ROAD NO.		FINANCIAL PROJECT ID	
WHITNEY N. ANDERSON, P.E. LICENSE NUMBER B6622 PETERS AND YARFEE, INC. 9822 JAPANESE AVE., SUITE 205 JACKSONVILLE, FL 32246		CR 108		441214-1-58-01	
REVISIONS		COUNTY		NASSAU	
DATE	DESCRIPTION	DATE	DESCRIPTION		





SIGNING AND PAVEMENT MARKINGS			SHEET NO.		S-22
			NASSAU COUNTY		
			BOARD OF COUNTY COMMISSIONERS		
			FINANCIAL PROJECT ID		
			ROAD NO.		
CR 108		NASSAU		4412141-58-01	
ENGINEER OF RECORD			4412141-58-01		
WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 96622 PETERS AND YAFFEE, INC. 9522 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246					
REVISIONS			DESCRIPTION		
DATE			DESCRIPTION		
DATE			DESCRIPTION		



KINGS FERRY ROAD DETAIL

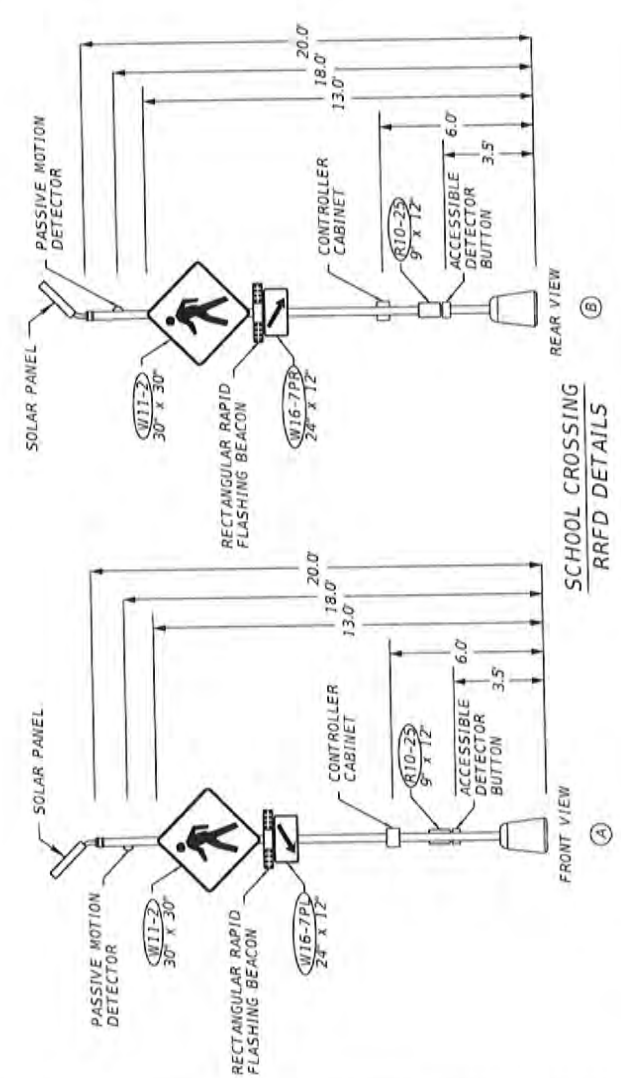
SHEET NO.		SIGNING AND PAVEMENT MARKINGS		S-23	
DATE	DESCRIPTION	REVISIONS		ENGINEER OF RECORD	
		DATE	DESCRIPTION	WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND TAFFER, LLC 5922 S. GARDEN CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	MASSACHUSETTS BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY FINANCIAL PROJECT ID CR 108 MASSAU 44724-158-01

R10-25  
9" x 12"



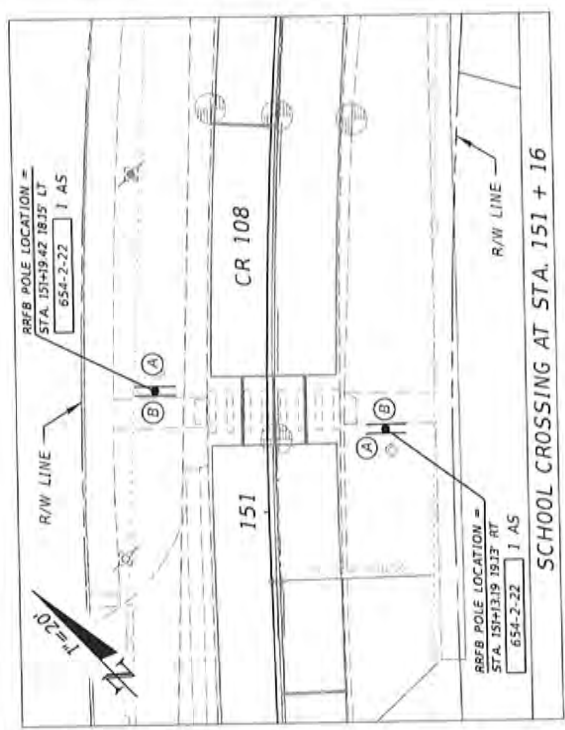
### PEDESTRIAN ACTUATION SIGN

- NOTES:
1. PROVIDE 14 SECONDS OF SIGN FLASHING PER PEDESTRIAN ACTIVATION AT THE SCHOOL CROSSING.
  2. THE VOLTAGE FOR THE PRIMARY OVERHEAD ELECTRIC LINES IS 23KV.
  3. INSTALL PEDESTRIAN ACTUATION SIGN R10-25 ABOVE PUSHBUTTON ON RRFB PEDESTAL.



### SCHOOL CROSSING RRFB DETAILS

SOLAR SYSTEM SIZE NOTE:  
1. THE CURRENT CONSUMPTION OF THE PASSIVE MOTION DETECTOR LISTED ON FOOT'S APL AVERAGES 8 WATTS.



REVISIONS		ENGINEER OF RECORD		NASSAU COUNTY		BOARD OF COUNTY COMMISSIONERS		RRFB DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
			WHITNEY N. ANDERSON, P.E. LICENSE NUMBER 86622 PETERS AND YAFFEE, INC. 5922 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246	CR 108	NASSAU	440214-58-01			



R10-25  
9" x 12"

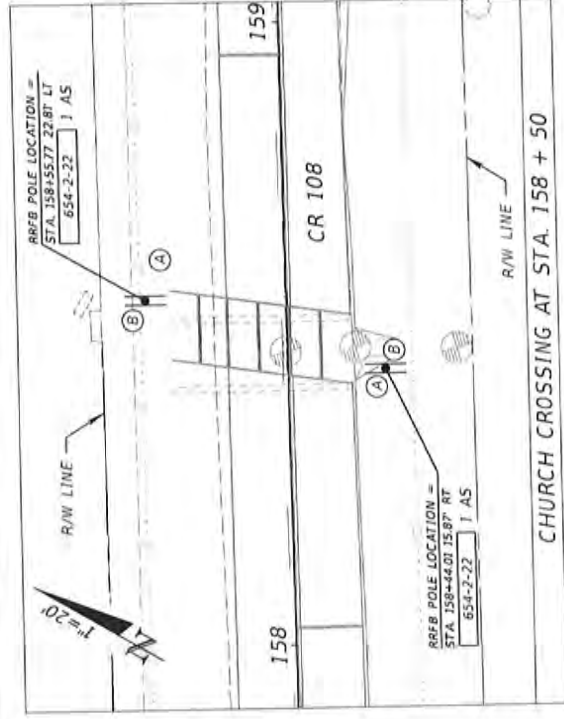
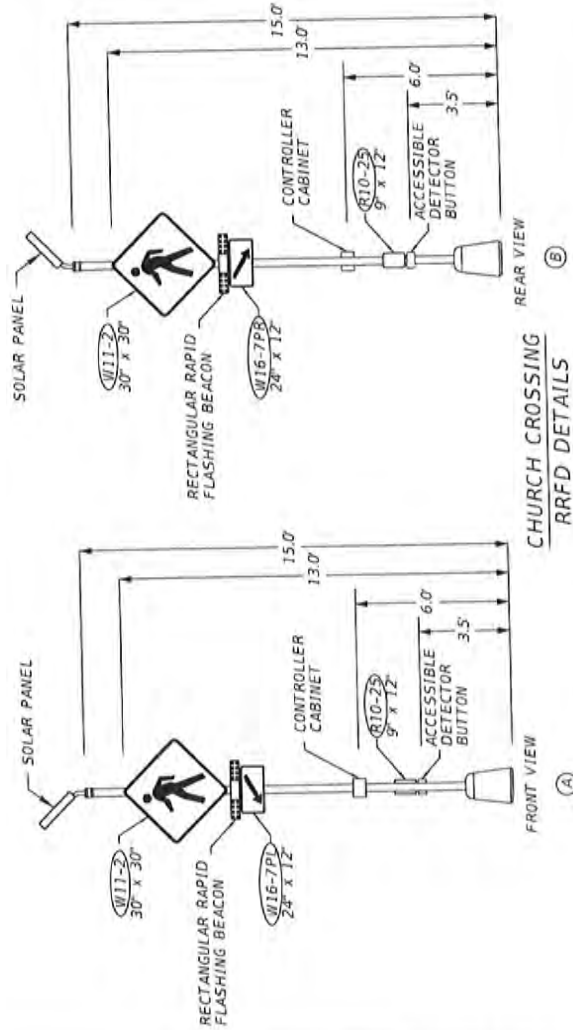


### PEDESTRIAN ACTUATION SIGN

S.T.S.

#### NOTES:

1. PROVIDE 17 SECONDS OF SIGN FLASHING PER PEDESTRIAN ACTIVATION
2. THE VOLTAGE FOR THE PRIMARY OVERHEAD ELECTRIC LINES IS 230V
3. INSTALL PEDESTRIAN ACTUATION SIGN R10-25 ABOVE PUSHBUTTON ON RRFB PEDESTAL



REVISIONS		ENGINEER OF RECORD		BOARD OF COUNTY COMMISSIONERS		FINANCIAL PROJECT ID		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	ROAD NO.	COUNTY	NO.	
				CR 108	MASSAU	4412141-58-01	MASSAU	S-25	

RRFB DETAIL

SHEET NO.

S-25



**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

Page | 3

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.



Nassau County Engineering Services Department  
96161 Nassau Place  
Yulee, Florida 32097

### **Road Closure Policy**

1. Submit a written request to the County Engineer for the road closure. In the request you must explain the following:

- a) Why the road needs to be closed and the duration of the closure?
- b) What are the benefits to public for closing the road?
- c) Include a draft detour plan.

After the road closure request and draft detour plan have been approved, the following information shall be submitted to the Nassau County Engineering Services Department for review and approval.

2. Submit to Nassau County Engineering Services Department: A Maintenance of Traffic (MOT) Plan that was prepared by or approved by Florida Advanced Maintenance of Traffic (AMOT) certified personnel referencing the latest editions of the Florida Department of Transportation (FDOT) Design Standards Section 600 and the Manual on Uniform Traffic Control Devices (MUTCD). These plans shall include the Worksite Traffic Supervisor as per the latest edition of the FDOT Standard Specifications for Road & Bridge Construction Section 105-8.3. Variable Message Boards (VMB) will be required and shall be installed 7 days prior to the detour taking place and remain throughout. Any signed detour that will be within FDOT Right-of-Way (or on portions thereof) shall have prior FDOT approval.

A Maintenance of Traffic Plan proposing a change to any approved documents, including contract documents and approved construction plans must be signed and sealed.

3. Provide a public notification advertisement to an approved local newspaper to appear no less than fourteen (14) days prior to the scheduled closure. Submit the draft notification to Nassau County Engineering Services for review and approval prior to advertising. This notification will clearly describe the name of the project and contractor, scope of the detour, scope of construction, the name of all roads that will be affected, official detour routes, duration of closure and the Worksite Traffic Supervisor's telephone number. Attach a diagram showing the surrounding area and detour routes. Diagram must be clear and depict road names and route direction. The size of advertisement in newspaper shall be a minimum of 2 columns wide by 12 inches long (tall) or one fifth (1/5) of a page with a minimum of 24 point font for the heading and 10 point font for the body and detour plan. Flyers with the same information may be required. With the Engineering Services Department's written approval, local roads may not require publishing of the advertisement in the paper; however, all other criteria must be adhered to.





## Road Closure Policy Page 2 of 3

4. Submit notification to the following departments and agencies prior to the road closure. A confirmation of notification to the Engineering Services Department must be provided prior to road closure. Depending on the location of the project/detour, notification to other agencies may be required.

- Nassau County Sheriff's Office
  - Ricky A Rowell, TAC  
Phone – (904) 548-4000  
Fax – (904) 225-5737  
Email – [rickyr@nassauso.com](mailto:rickyr@nassauso.com)
  - L. Rene Graham, Lt.  
Phone – (904) 548-4028  
Fax – (904) 548-4128  
Email – [lrgraham@nassauso.com](mailto:lrgraham@nassauso.com)
- Nassau County Emergency Management
  - Martha Oberdorfer  
Phone – (904) 548-0931  
Fax – (904) 548-4194  
Email – [moberdorfer@nassauso.com](mailto:moberdorfer@nassauso.com)
- Nassau County Fire Department
  - Chief Brady Rigdon  
Email – [brigdon@nassaucountyfl.com](mailto:brigdon@nassaucountyfl.com)
  - Chief Greg Roland  
Email – [groland@nassaucountyfl.com](mailto:groland@nassaucountyfl.com)
  - Chief Bob Ratliff  
Email – [rratliff@nassaucountyfl.com](mailto: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](mailto:underhillbr@nassau.k12.fl.us)
- Nassau County Road & Bridge Department
  - Jennifer Kirkland  
Phone – (904) 530-6175  
Fax – (904) 530-6901  
Email – [jkirkland@nassaucountyfl.com](mailto:jkirkland@nassaucountyfl.com)
- Nassau County Manager's Office
  - Sabrina Robertson  
Phone – (904) 530-6010  
Fax – (904) 321-5784  
Email – [srobertson@nassaucountyfl.com](mailto:srobertson@nassaucountyfl.com)
- United Postal Service (Yulee)
  - Cassondra Mitchell  
Phone – (904) 875-6083  
Fax – (904) 225-9733  
Email – [cassondra.t.mitchell@usps.gov](mailto: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](mailto: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](mailto: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](mailto: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.

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

SECTION 00 41 15

BID FORM

**PROJECT IDENTIFICATION:** CR 108 FROM BAY ROAD TO MIDDLE ROAD  
Bid Number NC22-024  
Nassau County, Florida

**BID DEADLINE:** December 15, 2022 @ 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): Hubbard Construction Company  
Business address: 1936 Lee Road, Suite 300 Winter Park, Florida 32789  
Phone No.: 407-645-5500 Fax No.: \_\_\_\_\_  
Contact Name: P. Frederick O'Dea, Jr.  
Contact Title: VP/SEC/TRES  
Contact email address: fred.odea@hubbard.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>01</u>	<u>12/06/2022</u>
<u>02</u>	<u>12/08/2022</u>
<u>03</u>	<u>12/15/2022</u>
<u>04</u>	<u>01/30/2023</u>
<u>05</u>	<u>01/30/2023</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 – NC22-024  
CR 108 From Bay Road to Middle Road

---

- 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 – NC22-024  
CR 108 From Bay Road to Middle Road

---

**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):

[remainder of page intentionally left blank]



**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 NC22-024  
CR-108 Bay to Middle Road Rebid  
Date: January 30, 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 CSX Right of Entry Permit expired. The County is working to extend the right-of-entry agreement. Changes to requirements are not expected.*

*Additionally, the \$14,025 fee noted in the bid documents was paid by the County in March 2022. There is no requirement of the bidder for this fee.*

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: P. Frederick O'Dea, Jr. Date: 01/31/2023  
P. Frederick O'Dea, Jr.-VP/SEC/TRES

**End of Addendum #**



**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 NC22-024  
CR-108 Bay to Middle Road Rebid  
Date: January 30, 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 postponed 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: P. Frederick O'Dea, Jr. Date: 01/31/2023  
P. Frederick O'Dea, Jr.-VP/SEC/TRES

End of Addendum #





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 NC22-024  
CR-108 Bay to Middle Road 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: P. Frederick O'Dea, Jr. Date: 01/18/2023  
P. Frederick O'Dea, Jr.-VP/SEC/TRES

End of Addendum #3



**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 NC22-024  
CR-108 Bay to Middle Road 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**

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. Will Railroad Insurance be required? Who owns the rail lines that cross the project?

Answer: CSX owns the rail lines in question and railroad insurance is required as detailed in Exhibit 2 of the RFQ Document.

3. 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.

4. 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

Invitation to Bid

CR-108 Bay to Middle Road Rebid  
Addendum No. 2

NC22-024

**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM  
NO. 2, ISSUED DURING THE SOLICITATION PERIOD:**

Vendor Signature: P. Frederick O'Dea, Jr. Date: 01/18/2023  
P. Frederick O'Dea, Jr.-VP/SEC/TRES

**End of Addendum #2**



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

**BID TAB**  
**CR 108 FROM BAY ROAD TO MIDDLE ROAD**

PAY ITEM NO.	PAY ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL COST
0101 -1	MOBILIZATION	LS	1	\$ 139,000.00	\$ 139,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 210,800.00	\$ 210,800.00
104-10-3	SEDIMENT BARRIER	LF	9119	\$ 3.95	\$ 36,020.05
104-18	INLET PROTECTION SYSTEM	EA	36	\$ 321.80	\$ 11,584.80
110-1-1	CLEARING AND GRUBBING	LS/AC	6.33	\$ 6,210.00	\$ 39,309.30
120-1	REGULAR EXCAVATION	CY	158.3	\$ 127.50	\$ 20,183.25
120-6	EMBANKMENT	CY	174.9	\$ 151.40	\$ 26,479.86
285701	OPTIONAL BASE, BASE GROUP 01	SY	624	\$ 105.00	\$ 65,520.00
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	93047	\$ 4.50	\$ 418,711.50
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	31581	\$ 5.80	\$ 183,169.80
334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22 (OVERBUILD)	TN	73.4	\$ 396.40	\$ 29,095.76
334-1-53 (X)	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22 (LEVELING)	TN	829.7	\$ 296.10	\$ 245,674.17
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	8459.6	\$ 247.30	\$ 2,092,059.08
425-5	MANHOLE, ADJUST	EA	1	\$ 2,563.00	\$ 2,563.00
425-5-1	MANHOLE, ADJUST, UTILITIES	EA	8	\$ 2,563.00	\$ 20,504.00
425-6	VALVE BOXES, ADJUST	EA	1	\$ 1,609.00	\$ 1,609.00
522-2	SIDEWALK CONCRETE AND DRIVEWAY, 6" THICK	SY	16	\$ 751.00	\$ 12,016.00
527-2	DETECTABLE WARNING	SF	22	\$ 59.60	\$ 1,311.20
570-1-2	PERFORMANCE TURF, SOD	SY	1586	\$ 7.45	\$ 11,815.70
570-1-3	PERFORMANCE TURF, SOD AND SOIL- SHOULDER TREATMENT INDEX 570-010	SY	29066	\$ 11.00	\$ 319,726.00
654-2-22	MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, F&I - SOLAR, COMPLETE SIGN ASSEMBLY - BACK TO BACK	AS	4	\$ 10,290.00	\$ 41,160.00
700-1-11	SINGLE POST SIGN, FURNISH AND INSTALL, GROUND MOUNT, UP TO 12 SF	AS	61	\$ 496.10	\$ 30,262.10
700-1-60	SINGLE POST SIGN, REMOVE	AS	44	\$ 18.15	\$ 798.60
700-13-12	RETROREFLECTIVE SIGN STRIP - FURNISH AND INSTALL, 2'	EA	9	\$ 90.80	\$ 817.20

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

700-13-15	RETROREFLECTIVE SIGN STRIP - FURNISH AND INSTALL, 5'	EA	50	\$ 108.90	\$ 5,445.00
701-18-101	PROFIED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, WHITE, SOLID, 6"	GM	13.387	\$ 9,510.00	\$ 127,310.37
705-10-1	OBJECT MARKER, TYPE 1	EA	3	\$ 272.30	\$ 816.90
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	1861	\$ 4.70	\$ 8,746.70
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$ 92,600.00	\$ 92,600.00
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	54	\$ 4.70	\$ 253.80
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	476	\$ 5.80	\$ 2,760.80
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.044	\$ 2,736.00	\$ 120.38
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	6	\$ 270.90	\$ 1,625.40
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	12	\$ 101.10	\$ 1,213.20
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	466	\$ 4.70	\$ 2,190.20
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	0.150	\$ 30,100.00	\$ 4,515.00
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	89	\$ 22.90	\$ 2,038.10
711-14-191	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE	LF	29	\$ 30.10	\$ 872.90
711-14-193	THERMOPLASTIC, PREFORMED, 12" WHITE ON PAVEMENT ASPHALT, RAILROAD DYNAMIC ENVELOPE	LF	155	\$ 16.85	\$ 2,611.75
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	1.999	\$ 5,510.00	\$ 11,014.49
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	0.024	\$ 6,920.00	\$ 166.08
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	6.854	\$ 5,540.00	\$ 37,971.16
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	4.908	\$ 1,923.00	\$ 9,438.08

**BASE BID TOTAL**

**\$ 4,271,900.68**

(Use Figures)

four million, two hundred seventy-one thousand, nine hundred dollars and sixty-eight 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.

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

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.

**6.02** 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.

**6.03** Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified check of Bid Bond (Section 00 43 15)
- B. Tabulation of Subcontractors & Suppliers (Section 00 43 35)
- C. Florida Trench Safety Act Certification (Section 00 44 55)
- D. 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, 2023.

State License No. CGC059695.



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Corporation

Corporation Name: Hubbard Construction Company (SEAL)

State of Incorporation: Florida

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

By: P. Frederick O'Dea, Jr.  
(Signature - attach evidence of authority to sign)

Name (typed or printed): P. Frederick O'Dea, Jr.

Title: VP/SEC/TRES (CORPORATE SEAL)

Attest: [Signature]  
(Signature of Corporate Secretary) William Dumas-Assist Secretary

Business address: 1936 Lee Road, Suite 300 Winter Park, Florida 32789

Phone No.: 407-645-5500 Fax No.: \_\_\_\_\_

Date of Qualification to do business is April 30, 1928

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

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 – NC22-024  
CR 108 From Bay Road to Middle Road

---

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.



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

[Remainder of page intentionally left blank.]

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

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): Hubbard Construction Company  
1936 Lee Road, Suite 300  
Winter Park, FL 32789

SURETY (Name and Address of Principal Place of Business): Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

OWNER (Name and Address): Board of County Commissioners Nassau County, Florida  
96135 Nassau Place  
Suite 1  
Yulee, Florida 32097

BID

Bid Due Date: February 1, 2023

Project (Brief Description Including Location): CR 108 Resurfacing from Bay Rd to Middle Road  
Bid Number NC22 - 024  
Nassau County, Florida

BOND

Bond Number: N/A

Date (Not later than bid due date): January 19, 2023

Penal Sum: Five Percent of the Amount Bid 5% Amount Bid  
(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

Hubbard Construction Company (Seal)  
Bidder's Name and Corporate Seal

By: P. Frederick O'Dea, Jr.  
Signature and Title P. Frederick O'Dea, Jr.  
VP/SEC/TRES

Attest: William Dumas  
Signature and Title William Dumas  
Assistant Secretary

SURETY

Liberty Mutual Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: Sandra Diaz  
Signature and Title Sandra Diaz, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: Aklima Noorhassan  
Signature and Title Aklima Noorhassan, Attorney-in-Fact

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





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8206735-016009**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aklina Noorhassan; Anne Potter; Cynthia Farrell; Debra A. Deming; Frances Rodriguez; Francesoa Kazmierczak; Jennifer L. Jakaitis; Kemal Brkanovic; Nancy Schnee; Pablo Garcia Horcajo; Peter Henly; Sandra Diaz; Susan A. Welsh; Valerie Spates

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of June, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 11th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits .....	\$2,234,770,744	Unearned Premiums .....	\$9,106,965,847
*Bonds — U.S Government .....	4,250,615,811	Reserve for Claims and Claims Expense.....	25,279,158,493
*Other Bonds .....	16,983,165,862	Funds Held Under Reinsurance Treaties .....	315,537,902
*Stocks .....	20,075,458,019	Reserve for Dividends to Policyholders .....	1,726,291
Real Estate .....	182,250,567	Additional Statutory Reserve .....	139,634,000
Agents' Balances or Uncollected Premiums.....	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	120,173,987	Other Liabilities .....	8,638,106,801
Other Admitted Assets.....	14,076,622,575	<b>Total .....</b>	<b>\$43,481,129,334</b>
<b>Total Admitted Assets.....</b>	<b><u>\$65,530,745,401</u></b>	Special Surplus Funds .....	\$178,192,363
		Capital Stock .....	10,000,075
		Paid in Surplus .....	11,804,736,755
		Unassigned Surplus .....	10,056,686,874
		<b>Surplus to Policyholders .....</b>	<b>22,049,616,067</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$65,530,745,401</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8<sup>th</sup> day of March, 2022.

*T. Mikolajewski*

Assistant Secretary

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

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. _____ _____	_____
2. _____ _____	_____
3. _____ _____	_____
4. _____ _____	_____
5. _____ _____	_____
6. _____ _____	_____
7. _____ _____	_____

BIDDER: Hubbard Construction Company  
By: P. Frederick O'Dea, Jr.  
Name: P. Frederick O'Dea, Jr.  
Title: VP/SEC/TRES  
Date: 01/18/2023

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

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	\$ 0.00
2. Special Shoring	\$ 0.00

Identify method of compliance for Item #1: N/A

Identify or attach a copy of Special Shoring requirements for Item #2: N/A

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: Hubbard Construction Company

By: P. Frederick O'Dea, Jr.

Name: P. Frederick O'Dea, Jr.

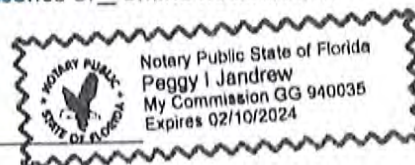
Title: VP/SEC/TRES

STATE of Florida

COUNTY of Orange

Sworn to and subscribed before me by means of X physical presence or    online notarization  
on this 18th day of January, 20 23.

Peggy I Jandrew  
Notary Public



My Commission Expires: 02/10/2024



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

**SECTION 00 45 20**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_  
Hubbard Construction Company (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 – NC22-024  
CR 108 From Bay Road to Middle Road

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.

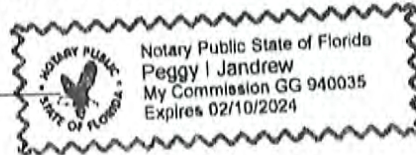
P. Frederick O'Dea, Jr.  
Authorized Signature  
P. Frederick O'Dea, Jr.-VP/SEC/TRES  
01/18/2023 Date Signed

State of: Florida

County of: Orange

Sworn to and subscribed before me by means of X physical presence or    online notarization  
on this        day of       , 20   by P. Frederick O'Dea, Jr.  
who X is personally known to me or    produced N/A as identification.  
(Specify type of Identification)

Peggy I Jandrew  
Notary Public



02/10/2024  
My commission expires

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

**SECTION 00 45 30**

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

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

STATE OF Florida

COUNTY OF Orange

Before me, the undersigned authority, personally appeared P. Frederick O'Dea, Jr., who being  
by me first duly sworn, made the following statement:

1. The business address of Hubbard Construction Company  
(Firm name of Bidder/Contractor)  
is 1936 Lee Road, Suite 300 Winter Park, Florida 3279

2. My relationship to Hubbard Construction Company  
(Firm name of Bidder/Contractor)  
is VP/SEC/TRES  
(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 – NC22-024  
CR 108 From Bay Road to Middle Road

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 N/A.

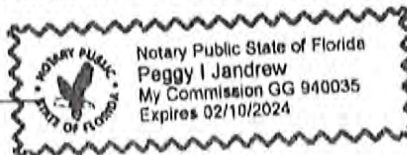
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

A copy of the order of the Division of Administrative Hearings is attached to this statement.

P. Frederick O'Dea, Jr.  
(Signature) P. Frederick O'Dea, Jr.-VP/SEC/TRES

Sworn to and subscribed before me by means of physical presence or online notarization on this 18<sup>th</sup> day of January, 20 23.

Peggy I Jandrew  
Notary Public



(Affix seal)

02/10/2024  
My commission expires

Invitation to Bid - NC22-024  
CR 108 From Bay Road to Middle Road

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>
----------------	--	---	-----------------------------	---------------	---------------

See Attached Spreadsheet

(Signed) P. Frederick O'Dea, Jr. Sworn to and subscribed before me by means of  
P. Frederick O'Dea, Jr.-VP/SEC/TRES January 19th 20 23 X physical presence or online notarization on this  
Print Name Day of

Notary Public Peggy I Jandrew

My commission expires: 02/10/2024



00-45-35-1

Updated 01.06.23

**Hubbard Construction Company**  
**List of Public Contract Litigation (Pending as of 01.06.23)**

Project No.	Year Completed	Counterparty	Project Owner	Project	Description
GDOT CSSNHS- 008-00(256)	2018	Parsons RECo Berkel Tricore	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990 Steven Lively	Northwest Corridor Express Lanes (GA)	Hubbard was a minority JV partner with Archer Western on this public highway project for the GDOT. The project is completed. In September 2020, JV initiated arbitration proceedings against several parties associated with the construction of MSE walls and related defect repairs and delays. <u>Owner is not a party to this case.</u>
GDOT CSSNHS- 008-00(256)	2018	Hubert Properties	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990 Steven Lively	Northwest Corridor Express Lanes (GA)	In early 2020, Hubert Properties sued GDOT for trespass (using more property than taken in government condemnation). GDOT tendered defense to the JV under indemnity obligations. Discovery is ongoing.
70039	2016	Florida Department of Transportation	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947 Mr. Alan Autry Alan.autry@dot.state.fl.us	SR-9/I-95 Express Lanes	FDOT directed Hubbard to perform certain repairs to vertical sign structures that were alleged to have cracks near the base. Hubbard does not agree that this was required by its contractual warranty obligations. Hubbard initiated an arbitration proceeding at the State Arbitration Board in June 2022 (pending).

No stop notices have been filed and no terminations for cause have occurred on work undertaken by Hubbard. A few projects were temporarily suspended by owners due to impacts caused by COVID-19 and Hubbard cooperated with Owner directives to mitigate those impacts.

Hubbard performs over \$300,000,000 of construction each year and in the ordinary course of its business is subject to various claims, disputes, termination, arbitrations, and other legal proceedings which are customary in the industry. This list does not include customary project-level disputes, efforts to secure payment from outstanding debtors, or other personal injury or other covered insurance claims (that are handled by the Company's general liability carrier).



Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

---

**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

[Remainder of page intentionally left blank.]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
 PROGRAM MANAGEMENT  
 08/20  
 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>59-0594298</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) \$ 203,588,784

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

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> 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.

Hubbard Construction Company  
 NAME OF FIRM

Sworn to and subscribed this 31<sup>st</sup> day By: P. Frederick O'Dea, Jr.  
January, 20 23

P. Frederick O'Dea, Jr. of Hubbard Construction Company  
P. Frederick O'Dea  
 P. Frederick O'Dea, Jr. Title VP/SEC/TRES

## STATUS OF CONTRACTS ON HAND

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

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5		6
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	UNCOMPLETED AMOUNT TO BE DONE BY YOU
See Attached Spreadsheet						
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.



(FURNISH FULL INFORMATION ABOUT ALL OF YOUR CONTRACTS, WHETHER PRIME OR SUBCONTRACTS;

18-Jan-23  
(DATE)

**TOTAL  
ORLANDO CONSTRUCTION DIV. TOTAL**



FLORIDA DEPARTMENT OF TRANSPORTATION  
STATUS OF CONTRACTS ON HAND

FORM 375-021-40  
CONTRACTS ADMINISTRATION  
Nov-14

CONTRACTOR  
NAME: HUBBARD CONSTRUCTION COMPANY  
ADDRESS: P.O. BOX 547217, ORLANDO, FL 32854-7217

(FURNISH FULL INFORMATION ABOUT ALL OF YOUR CONTRACTS, WHETHER PRIME OR SUBCONTRACTS;  
WHETHER IN PROGRESS OR AWARDED, BUT NOT YET BEGUN; AND REGARDLESS OF WITH WHOM CONTRACTED.)

18-Jan-23  
(DATE)

1		2	3	4	5		6
PROJECT OWNER, LOCATION AND TYPE OF WORK		Contract (Or Subcontract Amount)	AMOUNT SUBLET to OTHERS	BALANCE of CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		As Subcontractor
					As Prime Contractor		
ORLANDO PAVING COMPANY							



CONTRACTOR  
NAME: HUBBARD CONSTRUCTION COMPANY  
ADDRESS: P.O. BOX 547217, ORLANDO, FL 32854-7217

FLORIDA DEPARTMENT OF TRANSPORTATION  
STATUS OF CONTRACTS ON HAND

FORM 375-021-40

CONTRACTS ADMINISTRATION

Nov-14

(FURNISH FULL INFORMATION ABOUT ALL OF YOUR CONTRACTS, WHETHER PRIME OR SUBCONTRACTS;  
WHETHER IN PROGRESS OR AWARDED, BUT NOT YET BEGUN; AND REGARDLESS OF WITH WHOM CONTRACTED.)

18-Jan-23

(DATE)

1

OWNER, LOCATION AND TYPE OF WORK

PROJECT

2

Contract (Or Subcontract Amount)

3

AMOUNT SUBLET to OTHERS

4

BALANCE of CONTRACT AMOUNT

5

UNCOMPLETED AMOUNT TO BE DONE BY YOU

As Prime Contractor

As Subcontractor

ATLANTIC COAST ASPHALT

FDOT (ARCHER-WESTERN)

FDOT (ARCHER-WESTERN)

FDOT (RB BAKER)

FDOT (SUPERIOR)

FDOT

CLAY COUNTY

FDOT (SACYR)

FDOT (ANDERSON COLUMBIA)

ST. JOHNS COUNTY

ST. JOHNS COUNTY

MARSH LANDING MANAGEMENT COMPANY

SUBTOTAL

ATLANTIC COAST ASPHALT TOTAL

5,444,460

209,479

1,196,941

13,646,350

1,405,822

8,510,217

19,519,567

2,649,612

382,940

1,123,738

89,149

0

\$42,666,409

\$54,178,275







FLORIDA DEPARTMENT OF TRANSPORTATION  
STATUS OF CONTRACTS ON HAND

FORM 375-021-40  
CONTRACTS ADMINISTRATION  
Nov-14

CONTRACTOR  
NAME: HUBBARD CONSTRUCTION COMPANY  
ADDRESS: P.O. BOX 547217, ORLANDO, FL 32854-7217

(FURNISH FULL INFORMATION ABOUT ALL OF YOUR CONTRACTS, WHETHER PRIME OR SUBCONTRACTS;  
WHETHER IN PROGRESS OR AWARDED, BUT NOT YET BEGUN, AND REGARDLESS OF WITH WHOM CONTRACTED.)

18-Jan-23  
(DATE)

1	2	3	4	5	6
PROJECT	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
OWNER, LOCATION AND TYPE OF WORK					

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  
OR 6 TO BE UNCOMPLETED PORTION OF AMOUNT IN COLUMN 4. ALL AMOUNTS TO  
BE SHOWN TO NEAREST \$100. THE CONTRACTOR MAY CONSOLIDATE AND LIST AS A  
SINGLE ITEM ALL CONTRACTS WHICH, INDIVIDUALLY, DO NOT EXCEED 3% OF TOTAL,  
AND WHICH, IN THE AGGREGATE, AMOUNT TO LESS THAN 20% OF THE TOTAL.

TOTALS	\$97,233,757	\$106,355,027
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL - COLUMNS 5 & 6)		
		\$203,588,784

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL  
 SERVICES**

375-040-62  
 PROCUREMENT  
 01/16

Prime Contractor: Hubbard Construction Company  
 Address/Phone Number: 1936 Lee Road, Suite 300 Winter Park, FL 32789 407-645-5500  
 Procurement Number: \_\_\_\_\_

**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: \_\_\_\_\_  
 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

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

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

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: Hubbard Construction Company

By: P. Frederick O'Dea, Jr. Date: 01/18/2023

Authorized Signature: P. Frederick O'Dea

Title: VP/SEC/TRES

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**376-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☒If *no*, then please complete section 4  
below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known: Hubbard Construction Company 1936 Lee Road, Suite 300 Winter Park, Florida 32789  Congressional District, if known: 4c _____		<b>5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:</b> _____ _____ _____  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i> _____ _____ _____	
<b>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.</b>	Signature <u>P. Frederick O'Dea, Jr.</u> Print Name: <u>P. Frederick O'Dea, Jr.</u> Title: <u>VP/SEC/TRES</u> Telephone No.: <u>407-645-5500</u> Date (mm/dd/yyyy): <u>01/18/2023</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)







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: P. Frederick O'Dea, Jr. - VP/SEC/TRES  
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: S. Frederick Wang  
SIGNATURE

WITNESS: [Signature]

Executed on this 19<sup>th</sup> day of January, 2023

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



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: Hubbard Construction Company  
 By: P. Frederick O'Dea  
 Date: 01/18/2023  
 Title: P. Frederick O'Dea, Jr. - VP/SEC/TRES

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.





## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 19, 2022

HUBBARD CONSTRUCTION COMPANY  
1936 LEE ROAD, SUITE 300  
WINTER PARK, FLORIDA 32789

### **RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

#### **FDOT APPROVED WORK CLASSES:**

BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, DRIVEWAYS, IRRIGATION, LIFT STATION, MILLING, PILE DRIVING, RETAINING WALLS, RIP RAP, RUBBLE RIP RAP, SOUNDWALLS, WETLAND MITIGATION AND UNDERGROUND UTILITIES.

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.



HUBBARD CONSTRUCTION COMPANY

May 19, 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



**THIS IS TO CERTIFY, that the Board of Directors of Hubbard Construction Company, at its January 4, 2023 meeting, on motion duly made, seconded and unanimously carried, authorized Patrick Sulliot, Chairman of the Board, Alan M. Cahill, President and CEO, P. Frederick O'Dea, Jr., Vice President, CFO, Secretary & Treasurer, Thomas O. Craft, Senior Vice President, Gregory T. Gledhill, General Counsel and Assistant Secretary and William Dumas, Assistant Secretary to execute Change Orders and Contracts on behalf of the Corporation, effective on or after January 1, 2023.**

A handwritten signature in blue ink, reading "P. Frederick O'Dea, Jr.", is written over a horizontal line.

**P. Frederick O'Dea, Jr., Secretary**

Invitation to Bid – NC22-024  
CR 108 From Bay Road to Middle Road

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): Hubbard Construction Company  
1936 Lee Road, Suite 300  
Winter Park, FL 32789

SURETY (Name and Address of Principal Place of Business): Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

OWNER (Name and Address): Board of County Commissioners Nassau County, Florida  
96135 Nassau Place  
Suite 1  
Yulee, Florida 32097

BID

Bid Due Date: February 1, 2023

Project (Brief Description Including Location): CR 108 Resurfacing from Bay Rd to Middle Road  
Bid Number NC22 - 024  
Nassau County, Florida

BOND

Bond Number: N/A

Date (Not later than bid due date): January 19, 2023

Penal Sum: Five Percent of the Amount Bid 5% Amount Bid  
(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

Hubbard Construction Company (Seal)  
Bidder's Name and Corporate Seal

By: P. Frederick O'Dea, Jr.  
Signature and Title P. Frederick O'Dea, Jr.  
VP/SEC/TRES

Attest: William Dumas  
Signature and Title William Dumas  
Assistant Secretary

SURETY

Liberty Mutual Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: Sandra Diaz  
Signature and Title Sandra Diaz, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: Aklima Noorhassan  
Signature and Title Aklima Noorhassan, Attorney-in-Fact

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





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205735-015009**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aklima Noorhassan; Anne Potter; Cynthia Farrell; Debra A. Deming; Frances Rodriguez; Francesca Kazmierczak; Jennifer L. Jakaitis; Kemal Brkanovic; Nancy Schnee; Pablo Garcia Horeajo; Peter Healy; Sandra Diaz; Susan A. Welsh; Valerie Spates

all of the city of New York state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of June, 2021



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 11th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of January, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits .....	\$2,234,770,744	Unearned Premiums .....	\$9,106,965,847
*Bonds — U.S Government .....	4,250,615,811	Reserve for Claims and Claims Expense.....	25,279,158,493
*Other Bonds .....	16,983,165,862	Funds Held Under Reinsurance Treaties .....	315,537,902
*Stocks .....	20,075,458,019	Reserve for Dividends to Policyholders .....	1,726,291
Real Estate .....	182,250,567	Additional Statutory Reserve .....	139,634,000
Agents' Balances or Uncollected Premiums.....	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	120,173,987	Other Liabilities .....	8,638,106,801
Other Admitted Assets.....	14,076,622,575	<b>Total .....</b>	<b>\$43,481,129,334</b>
<b>Total Admitted Assets.....</b>	<b><u>\$65,530,745,401</u></b>	Special Surplus Funds .....	\$178,192,363
		Capital Stock .....	10,000,075
		Paid in Surplus .....	11,804,736,755
		Unassigned Surplus.....	10,056,686,874
		Surplus to Policyholders .....	22,049,616,067
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$65,530,745,401</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8<sup>th</sup> day of March, 2022.

*T. Mikolajewski*

Assistant Secretary



# HUBBARD CONSTRUCTION COMPANY

Unique Entity ID <b>M5JGA5UNKXC3</b>	CAGE / NCAGE <b>0JCM2</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Inactive Registration</b>	Expiration Date <b>Mar 20, 2023</b>	
Physical Address <b>1936 Lee RD Winter Park, Florida 32789-7229 United States</b>	Mailing Address <b>P. O. Box 547217 Orlando, Florida 32854-7217 United States</b>	

## Business Information

Doing Business as <b>Mid-Florida Materials Division</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 07</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Feb 22, 2022</b>	Submission Date <b>Feb 18, 2022</b>	Initial Registration Date <b>Apr 18, 2002</b>
--	--	--

## Entity Dates

Entity Start Date <b>Apr 28, 1928</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

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.

## Proceedings 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.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Manufacturer of Goods</b>
Profit Structure <b>For Profit Organization</b>		



## Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
<b>Yes</b>	<b>No</b>

EFT Indicator	CAGE Code
<b>0000</b>	<b>0JCM2</b>

## Points of Contact

### Electronic Business

⌘	1936 Lee Road
William Dumas, Director of Contracts	Winter Park, Florida 32789
Administration	United States

### Government Business

⌘	1936 Lee Road
William Dumas, Director of Contracts	Winter Park, Florida 32789
Administration	United States

## Service Classifications

### NAICS Codes

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>324121</b>	<b>Asphalt Paving Mixture And Block Manufacturing</b>
	<b>551114</b>	<b>Corporate, Subsidiary, And Regional Managing Offices</b>

## Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
<b>Florida</b>	<b>(blank)</b>	<b>(blank)</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> Willis Towers Watson Certificate Center NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL: certificates@willis.com ADDRESS: FAX (A/C, No): 1-888-467-2378														
<b>INSURED</b> Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: XL Specialty Insurance Company	37885	INSURER C: American Zurich Insurance Company	40142	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: XL Specialty Insurance Company	37885														
INSURER C: American Zurich Insurance Company	40142														
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: W26092527

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:					\$
A	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Asphalt Services Bid No NC17-025, Contract No. CM2473, Nassau County, Florida.

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.

Nassau County Board of County Commissioners is included as an Additional Insured as respects to General Liability and Auto Liability where required by contract. General Liability and Auto Liability policies shall be Primary and

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Board of County Commissioners 96135 Nassau Place, Suite 6 Yulee, FL 32097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Charles T. Draper</i>
--	---

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Non-contributory with any other insurance in force for or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability and Workers Compensation where required by contract and as permitted by law. Umbrella/Excess Follows Form.





## Additional Insured – Owners, Lessees Or Contractors – Completed Operations

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO0184998-07	Effective Date: 10/01/2022
--------------------------	----------------------------

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.



**ZURICH**

**Additional Insured – Owners, Lessees Or Contractors –  
Scheduled Person Or Organization**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO0184998-07

Effective Date: 10/01/2022

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.



## Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Da20 of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0184998-07	10/1/2022	10/1/2023		74044-00	Included	N/A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Eurovia USA, Inc.

**Address (including ZIP Code):** 1936 Lee Road, Winter Park, FL 32789

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.





**ZURICH**

## Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO0184998-07	10/01/2022	10/01/2023		74044-000	\$Included	SN/A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.









**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Klynn 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 Bay Road to Middle Road

Bid No./Contract No.: NC22-024

### 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.

**EXHIBIT "A"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Hubbard Construction Company (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Hubbard Construction Company (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

P. Frederick O'Dea, Jr.

Print Name: P. Frederick O'Dea, Jr.

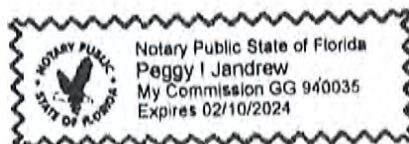
Date: 01/31/2023

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/30/23 (Date) by P. Frederick O'Dea, Jr. (Name of Officer or Agent, Title of Officer or Agent) of Hubbard Construction Company (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced N/A as identification.

Peggy Jandrew  
Notary Public



Peggy Jandrew  
Printed Name

My Commission Expires: 02/10/2024





Company ID Number: 383242

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Hubbard Construction Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed





**Company ID Number: 383242**

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and





**Company ID Number: 383242**

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo





**Company ID Number: 383242**

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer









**Company ID Number: 383242**

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,





**Company ID Number: 383242**

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with





**Company ID Number: 383242**

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it





**Company ID Number: 383242**

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.





**Company ID Number: 383242**

## ARTICLE IV

## SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V

## PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



**Company ID Number: 383242**

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





Company ID Number: 383242

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer Hubbard Construction Company</b>	
<b>Susan Montgomery</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>01/06/2011</b> Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>01/06/2011</b> Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Hubbard Construction Company
Company Facility Address:	1936 Lee Road
	Suite 101
	Winter Park, FL 32789
Company Alternate Address:	
County or Parish:	ORANGE
Employer Identification Number:	590594298





Company ID Number: 383242

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	500 to 999
Number of Sites Verified for:	1
<p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>FLORIDA 1 site(s)</li> </ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	Susan J Montgomery	Fax Number:	(407) 623 - 3930
Telephone Number:	(407) 623 - 3891		
E-mail Address:	susan.montgomery@hubbard.com		
Name:	Tracy E Hunnicutt	Fax Number:	(407) 623 - 3930
Telephone Number:	(407) 623 - 3919		
E-mail Address:	tracy.hunnicutt@hubbard.com		

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 3

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Deductible: \$500,000. Umbrella is follow-form Primary policies

INSURER AFFORDING COVERAGE: National Fire &amp; Marine Insurance Company

NAIC#: 20079

POLICY NUMBER: 42CNP308923-04 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each CLaim	\$10,000,000
	Aggregate	\$10,000,000

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: MBR7916193-02 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Builders Risk/Installatio	Special form incl per	\$10,000,000
Water Damage	theft	\$10,000,000
Transit	Limit	\$10,000,000

INSURER AFFORDING COVERAGE: National Fire &amp; Marine Insurance Company

NAIC#: 20079

POLICY NUMBER: 42CPL308939-04 EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Claim Limit	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$100,000

**AGENCY CUSTOMER ID:**

LOC #:



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: CPP8693791-02      EFF DATE: 10/01/2022      EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Blanket Building and	Policy Limit- Special	\$100,000,000
Personal Property	incl theft, Repl Cost	\$60,000,000
Blkt Business Income	Extra Expense	

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: AEC 09139824-16      EFF DATE: 10/01/2022      EXP DATE: 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Umbrella Liability	Per Occurrence	\$15,000,000
	Aggregate	\$15,000,000
	Prod & Comp Ops Agg	\$15,000,000



## **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:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident

\$500,000 Each 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
---------------------------------------	-------------

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 contractor's 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 Contractor's 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 ferd-es@gwr.com.



## **EXHIBIT 2**

# **CSX RAILROAD PROTECTIVE LIABILITY INSURANCE REQUIREMENTS**



## **RAILROAD PROTECTIVE LIABILITY INSURANCE**

### Evidence required by CSX Transportation, Inc.

You are required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with activities to be performed on or adjacent to CSX Transportation's Right of Way.

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.

CSXT OP NO: TBD

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
- 7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907 Jacksonville,  
FL 32202

OR

insurancedocuments@csx.com

- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.



## 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**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 1 of 15

FPN: <u>441214-1-58-01</u>	FPN: <u>441214-1-68-02</u>	FPN: _____
Federal No (FAIN): <u>D220-096-B</u>	Federal No (FAIN): <u>D220-096-B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: _____	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>74</u>	Contract No: <u>G2819</u>	
Recipient Vendor No: <u>F591863042053</u>	Recipient DUNS No: <u>829978514</u>	
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 4/25/2022 | 2:14 PM 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 construcion and CEI project management of safety improvements on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road), 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 12/31/2023. 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 \$ 3,046,053. 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 \$3,046,053 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:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PROGRAM MANAGEMENT  
 OGC/OOC- 05/21  
 Page 2 of 15

- 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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PROGRAM MANAGEMENT  
 OGC/OOC- 05/21  
 Page 3 of 15

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:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

"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,



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 7 of 15

- 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](mailto: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](mailto: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](mailto: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:**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PROGRAM MANAGEMENT  
 OGC/OOC- 05/21  
 Page 8 of 15

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. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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, 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.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC-05/21  
Page 11 of 15

- 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 the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by 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.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

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

- 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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PROGRAM MANAGEMENT  
 OGC/OOC- 05/21  
 Page 12 of 15

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 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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PROGRAM MANAGEMENT  
 OGC/OOC- 05/21  
 Page 13 of 15

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.

- 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.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 14 of 15

- 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.
- 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.**

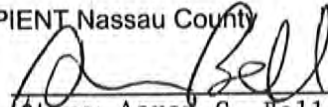
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 05/21  
Page 15 of 15

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

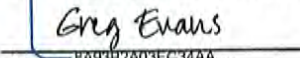
RECIPIENT Nassau County

By:

  
Name: Aaron C. Bell  
Title: Chairman

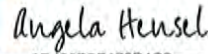
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:

  
Name: Greg Evans  
Title: District 2 Secretary

Legal Review:

DocuSigned by:



0B4237CB17034E2...



**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 441214-1-58-01 & 68-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Nassau County (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 7.803 Miles; MP 7.489 to MP 15.292

**PROJECT DESCRIPTION:** CEI oversight and construction of safety improvements to include widening/resurfacing, signing and pavement markings along CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road) to reduce lane departure crashes.

**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 7/31/2022 .
- f) Construction to be completed by 6/30/2023 .

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Nassau County will be managing a Construction, Engineering and Inspection (CEI) contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Nassau County 96161 Nassau Place Yulee, Florida 32097	<b>FINANCIAL PROJECT NUMBER:</b> 441214-1-58-01 & 68-02
---	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
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
<b>Construction- Phase 58</b>				
FY: 2021-2022 (ACSS)	\$ 3,001,037.00	\$ _____	\$ _____	\$ 3,001,037.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 3,001,037.00	\$ 0.00	\$ 0.00	\$ 3,001,037.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 2021-2022 (ACSS)	\$ 45,016.00	\$ _____	\$ _____	\$ 45,016.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 45,016.00	\$ 0.00	\$ 0.00	\$ 45,016.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 3,046,053.00	\$ 0.00	\$ 0.00	\$ 3,046,053.00

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

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

Kim Evans

**Amy Roberson**

District Grant Manager Name

DocuSigned by:

Kimberly Evans

4/25/2022 | 11:15 AM EDT

E012EP47900A149...

Signature

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****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



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**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**RESOLUTION NO. 2022- 03**

**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 Engineering Inspection of safety improvements on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road) (Financial Project ID No. 441214-1-58-01);

**NOW, THEREFORE, BE IT RESOLVED**, this 10th day of January, 2022, 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**

*Jenn A. Crawley*  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

By: *Deatner*  
dlc



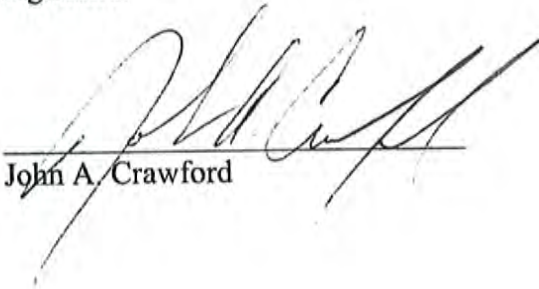
Resolution No. 2022-03

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



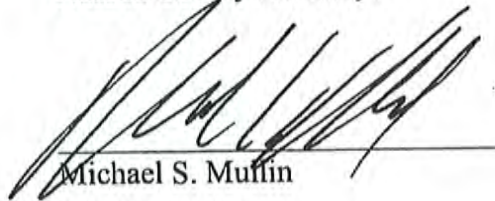
Aaron C. Bell, Chairman

Attest as to Chairman's  
Signature:



John A. Crawford

Approved as to form by the  
Nassau County Attorney:



Michael S. Mullin

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****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 [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
Site: [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
Award Amount: \$3,046,053.00  
Awarding Agency: Florida Department of Transportation  
Award is for: No  
R&D:  
Indirect Cost: N/A  
Rate:

**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/cgi-bin/text-idx?node=2:1.1.2.2.1>

**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 21<sup>st</sup> 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 AGREEMENT**

Contract No. CM3118

525-011-0F  
PROGRAM  
MANAGEMENT  
05/21  
Page 1 of 2**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:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

**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.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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 <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

Contract No. CM3118

525-011-0G  
PROGRAM MANAGEMENT  
05/21  
Page 1 of 1

**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. 2022- 03**

**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 Engineering Inspection of safety improvements on CR 108 from CR 115 (Bay Road) to CR 121A (Middle Road) (Financial Project ID No. 441214-1-58-01);

**NOW, THEREFORE, BE IT RESOLVED**, this 10th day of January, 2022, 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, Clerk of the Board of County Comm.  
Nassau County, Florida

By: *Heather* *mg*  
*D/C*



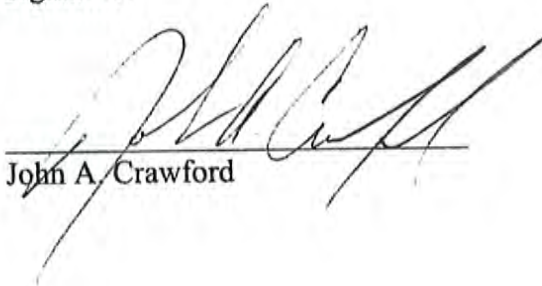
Resolution No. 2022-03

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



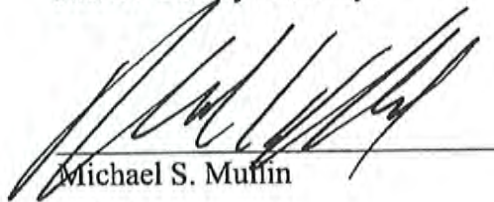
Aaron C. Bell, Chairman

Attest as to Chairman's  
Signature:



John A. Crawford

Approved as to form by the  
Nassau County Attorney:



Michael S. Mullin

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

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2819

4/22/2022

### CONTRACT INFORMATION

Contract:	G2819
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:	04/20/2022
Ending Date of This Agreement:	12/31/2023
Contract Total/Budgetary Ceiling:	ct = \$3,046,053.00
Description:	Construction and CEI project management of safety improvements on CR 108 from Bay to Middle Road

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/22/2022

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024010206	55024010206
Expansion Option:	A1	A8
Object Code:	780000	780000
Amount:	\$3,001,037.00	\$45,016.00
Financial Project:	44121415801	44121416801
Work Activity (FCT):	215	215
CFDA:	20.205	20.205
Fiscal Year:	2022	2022
Budget Entity:	55150200	55150200
Category/Category Year:	088796/22	088718/22
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

**Total Amount: \$3,046,053.00**



**Certificate Of Completion**

Envelope Id: 3533899947754860AE456FA05C7748F2  
 Subject: LAP CST APRIL TARGET - CR 108 from Bay to Middle Rd  
 Contract Number (ex. C9A12, optional): G2819  
 Document Contains Confidential Information?: No  
 Fin Proj Num (ex.123456-1-32-01, Optional): 441214-1-58,68,01,02  
 Office (contact Procurement if add is needed):  
 Local Programs  
 HR Action?: No  
 Source Envelope: 74422CB705664E499BD3409C9CC5F695  
 Document Pages: 29  
 Certificate Pages: 2  
 AutoNav: Disabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Kimberly Evans  
 605 Suwannee Street  
 MS 20  
 Tallahassee, FL 32399-0450  
 kimberly.evans@dot.state.fl.us  
 IP Address: 156.75.252.6

**Record Tracking**

Status: Original  
 4/25/2022 11:15:30 AM

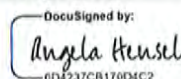
Holder: Kimberly Evans  
 kimberly.evans@dot.state.fl.us

Location: DocuSign

**Signer Events**

Angela Hensel  
 angela.hensel@dot.state.fl.us  
 District Legal Counsel  
 Florida Department of Transportation  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 6D4237CB170D4C2

Signature Adoption: Pre-selected Style  
 Signed by link sent to angela.hensel@dot.state.fl.us  
 Using IP Address: 156.75.252.6

**Timestamp**

Sent: 4/25/2022 11:18:39 AM  
 Viewed: 4/25/2022 1:43:03 PM  
 Signed: 4/25/2022 2:08:54 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Greg Evans  
 greg.evans@dot.state.fl.us  
 D2 Secretary  
 FLDOT  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 8A93B7A03EC34AA

Signature Adoption: Pre-selected Style  
 Signed by link sent to greg.evans@dot.state.fl.us  
 Using IP Address: 156.75.252.6

Sent: 4/25/2022 2:08:56 PM  
 Viewed: 4/25/2022 2:13:58 PM  
 Signed: 4/25/2022 2:14:28 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2022 11:18:39 AM
Certified Delivered	Security Checked	4/25/2022 2:13:58 PM
Signing Complete	Security Checked	4/25/2022 2:14:28 PM
Completed	Security Checked	4/25/2022 2:14:28 PM
Payment Events	Status	Timestamps



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21.26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.





(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 journeymen 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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance





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





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).

<p>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:</p>	<p>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.</p>	
<p>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:</p>	<p>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.</p>	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a



conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date  
0                      01/06/2023

SUFL2013-054 08/19/2013

Rates                      Fringes

CARPENTER, Includes Form Work....	\$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.35 **	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37 **	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.77 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.94 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61 **	0.00
LABORER: Common or General.....	\$ 10.70 **	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04 **	0.00
LABORER: Flagger.....	\$ 12.02 **	0.00
LABORER: Grade Checker.....	\$ 13.64 **	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48 **	0.00





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 DECISION"





# **UTILITY CERTIFICATION LETTER**

February 28, 2022

Robert T. Companion, P.E., County Engineer  
Nassau County Engineering Services  
96161 Nassau Place, Yulee, FL 32097  
(904) 530-6225

**SUBJECT:**      **Street Name:** County Road 108  
                  **County:** Nassau  
                  **Document:** 1  
                  **Contract:** 441214-1-58-01  
                  **Project:** CR108 FROM CR115(BAY ROAD) TO CR121 A (MIDDLE ROAD)

Dear Mr. Companion:

This is to certify that all utility work, for this project, has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the construction schedule. This utility information will be added to the City of Jacksonville's special provisions for this project.

Appropriate documents identifying all utility relocation work to be done by each company involved within the limits of this project are listed below.

The below list of utility companies have submitted a **UTILITY WORK SCHEDULE**:

Windstream  
Austin Carr  
Telephone Number: (904) 463-5231  
Email Address:  
[David.jordan@windstream.com](mailto:David.jordan@windstream.com)

Town of Hilliard  
Richie Rowe  
Telephone Number: (904) 813-1296  
Email Address:  
[rrowe@townofhilliard.com](mailto:rrowe@townofhilliard.com)

Lumen/Centurylink  
Jimmy Young  
Telephone Number: (352) 303-2460  
Email Address:  
[james.young2@lumen.com](mailto:james.young2@lumen.com)

The below list of utility companies have submitted a **Contact Form** stating they have **facilities within the project limits; however, all protection/adjustment/relocation shall be performed by the Highway Contractor in accordance with the Utility Construction Plans**:

Comcast  
James Graham  
Telephone Number: (904) 380-6341  
Email Address:  
[james\\_graham@cable.comcast.com](mailto:james_graham@cable.comcast.com)

Okefenoke Rural Electric  
Roy Sikes  
Telephone Number: (912) 390-1459  
Email Address:  
[roy.sikes@oremc.com](mailto:roy.sikes@oremc.com)

MCI/Verizon  
Keith Thompson  
Telephone Number: (352) 598-1736  
Email Address:  
[keith.j.thompson@verizonwireless.com](mailto:keith.j.thompson@verizonwireless.com)

Florida Power and Light Distribution  
Josh Keown  
Telephone Number: (904) 228-8885  
Email Address:  
[josh.keown@fpl.com](mailto:josh.keown@fpl.com)

AT&T Transmission  
Sunil Parray  
Telephone Number: (407) 578-8000  
Email Address:  
[sparray@pea-inc.net](mailto:sparray@pea-inc.net)

The below list of utility companies have submitted a **Contact Form** stating they have **no facilities within the project limits:**

AT&T Florida  
PK Patel  
Telephone Number: (904) 699-4976  
Email Address:  
[pp5963@att.com](mailto:pp5963@att.com)

Sincerely,



Terry Crews  
Branch Manager/Utility Project Manager  
Office: 1-386-269-3469  
Email: [Terry.Crews@T2UE.com](mailto:Terry.Crews@T2UE.com)



Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

## EDOT PROJECT INFORMATION

FDOI PROJECT INFORMATION	
Financial Project ID: 441214-1-58-01	Federal Project ID: D220-096-B
State Road Number: CR108	County: Nassau
FDOI Plans Dated: 02/11/2022	District Document No.: 1

## UTILITY AGENCY/OWNER (UAO)

UTILITY AGENCY/OWNER (UAO)		
Utility Company:	Windstream	
UAO Project Rep:		Phone: E-mail:
UAO Field Rep:	Austin Carr	Phone: 9044635231 E-mail: austin.carr@windstream.com

## UTILITY SIGNATURE

\_\_\_\_\_ and the PROJECT are agreed that the PROJECT shall be bound by the terms of this utility work schedule.

Date 2 / 24 / 2022

UAW Rep. Austin Carr

Name Austin Carr

Title OSP Engineer

## ENGINEER OF RECORD SIGNATURE

† Attest this utility work schedule is compatible with the FDOT plans referenced above.

Digitally signed by Alan Nickz  
Date: 2022.02.28 11:51:20 +05'00'

Date 2 / 28 / 2022

Name Alan Nickz

Title Engineer of Record

## APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

Date / /

FIDOT Rep.

Name \_\_\_\_\_

Title

## SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days during FDOT project construction: 4







## UTILITY WORK SCHEDULE

Pursuant to Section 337.403 F.S., the UAO and FOOT agree to the UAO's need for relocation or adjustment to its utilities and FOOT's need for a schedule for the UAO to effect the relocation or adjustment to its utility work schedule is based on FOOT plans dated in the project in a form (see below). Any deviation by FOOT or its contractor from these plans may void this utility work schedule. Upon notification by FOOT of a change to these plans, the UAO agrees to notify FOOT and the contractor in writing prior to starting, resuming, and completing work in accordance with the utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Unified Accounting Manual (UAM) for all work under this utility work schedule. The UAO is not responsible for the UAO's schedule, and the UAO shall be held harmless for any delay or cost incurred by the UAO or its contractor due to the UAO's schedule. The UAO shall exercise due diligence at the time of the occurrence of the UAO's schedule, and the UAO shall be held harmless for any delay or cost incurred by the UAO or its contractor due to the UAO's schedule.

## FOOT PROJECT INFORMATION

Financial Project ID: 44121-4-1-58-01	Federal Project ID: O220-096-B
	County: Nassau
State Road Number: CR 108	District Document No. 1
FOOT Plans Dated: 02/11/2022	

UTILITY AGENCY/OWNER (U<sub>AO</sub>)

Utility Company:	Town of Hilliard	Phone:	(604) 675-9517	E-mail:	rowe to no fill iard com E-
UAO Project Rep:	Rydie Rowe	Phone:	904 813 1296	mail	
UAO Field Rep:	<i>[Signature]</i>				

UTILITY      SIGNATURE

\_\_\_\_\_ hereby agrees to be bound by the terms of this utility work schedule

Date 2/24/22

THE GIN FEE R OF RECORD IGNAT URE

For this utility work schedule is compatible with the FOOT plan referenced above.

47"4 114

Alan Nick7

Title

## APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FOOT

FOOT REACTIONS

time

Time

## SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FOOT project and the dependent activities is shown on the following page.

Days prior to FOOT project consumption: Q

Days during FOOT project construction : Q



Financial Project ID: 441214-1-58-01  
Utility Company: Town of Hilliard  
FDOT Plans Dated: 02/11/2022

**SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS**

1. Roadway Contractor shall perform all of the Town of Hilliard's manhole and valve adjustments as indicated as pay items in the Roadway Plan.

[illegible]



FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK SCHEDULE**

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

**FDOT PROJECT INFORMATION**

Financial Project ID: 441214-1-58-01	Federal Project ID: D220-096-B
State Road Number: CR108	County: Nassau
FDOT Plans Dated: 02/11/2022	District Document No.: 1

**UTILITY AGENCY/OWNER (UAO)**

Utility Company: Lumen Centurylink	Phone: 352-303-2430	E-mail: james.young2@lumen.com
UAO Project Rep: Jimmy Young	Phone: 904-258-9098	E-mail: jeffrey.d.scott@lumen.com
UAO Field Rep: Jeff Scott		

**UTILITY SIGNATURE**

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. James Young Date 2 / 21 / 2022  
 Name Jimmy Young  
 Title OSP Engineer

**ENGINEER OF RECORD SIGNATURE**

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. Alan Nickz Date 2 / 28 / 2022  
 Digitally signed by Alan Nickz  
 Date: 2022.02.28 11:48:17 -0500  
 Name Alan Nickz  
 Title Engineer of Record

**APPROVAL BY DISTRICT UTILITIES**

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. \_\_\_\_\_ Date    /    /     
 Name Todd Hunt  
 Title District Utility Administrator

**SECTION A: SUMMARY OF UTILITY WORK**

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0 Days during FDOT project construction: 5

FLORIDA DEPARTMENT OF TRANSPORTATION  
UTILITY WORK SCHEDULE

December 14, 2016

Rule 14-46.001 F.A.C.  
Page 2 of 3

Financial Project ID: 441214-1-58-01  
Utility Company: Lumen Century/link  
FDOT Plans Dated: 02/11/2022

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

Lumen fka Qwest, Level 3 and Wiltel has buried Fiber Optics along portions of this project.  
Legacy Qwest is along the CSX Railroad, no conflicts.  
Legacy Wiltel is along the west side of US-1, no conflicts.  
Legacy Level 3 is along the east side of US-1 and also going east along CR-108 to the FAA tower.  
Lumen employee Jeff Scott (904) 258-9098 can be onsite with prior notice to mark and protect if excavation is taking place near our GOV facilities.



[illegible]

## District 2 Utility Contact Form



Date: 2/23/22  
 Company Name: COMCAST  
 Phone Number: 904-509-6472  
 Email Address: JAMES\_GRAHAM@CABLE.COMCAST.COM  
 FPI: 441214-1 CR108 100% Plans  
 Emergency number to  
 be inserted on plans \_\_\_\_\_

Existing facilities are located:

- \_\_\_\_\_ Within existing FDOT Right-of-Way (between Station: \_\_\_\_\_ to Station: \_\_\_\_\_)  
 \_\_\_\_\_ Within existing County/City Right-of-Way  
 \_\_\_\_\_ Within railroad Right-of-Way  
 \_\_\_\_\_ Within an easement or fee title property  
 \_\_\_\_\_ Not within project limits (*Has no facilities within limits*)  
**XX** \_\_\_\_\_ No Utility Work Schedule (*Has facilities within limits but is not affected*)  
 \_\_\_\_\_ There will not be a claim for reimbursement  
 \_\_\_\_\_ There will be a claim for reimbursement \*  
 \_\_\_\_\_ Facilities located along Interstate corridor

\* Please provide any document(s) [i.e. fee title property deed or easement document(s)] within the project limits that formulates the basis for your entitlement to be reimbursed for your utility work. NOTE: A preliminary cost estimate for any utility work within this entitled area is required.

Enclosed please find:

**X** \_\_\_\_\_ Marked Roadway Plans \_\_\_\_\_ Company Utility Plans  
 \_\_\_\_\_ Legal Documents \_\_\_\_\_ Preliminary Cost Estimate

**POLE OWNERS: List Joint Pole Users**

COMMENTS:

Signed:  
 Title:

JAMES GRAHAM

## District 2 Utility Contact Form



Date: 02/17/2022  
 Company Name: Okefenoke EMC  
 Phone Number: Roy Sikes  
 Email Address: [Roy.sikes@oremc.com](mailto:Roy.sikes@oremc.com)  
 FPI: 441214-1CR108100% Plans  
 Emergency number to be inserted on plans: 800-262-5131

Existing facilities are located:

- ☐ Within existing FOOT Right-of-Way (between Station: \_\_\_\_ to Station: \_\_\_\_ )  
☒ Within existing County/City Right-of-Way  
☐ Within railroad Right-of-Way  
☐ Within an easement or fee title property  
☐ Not within project limits (*Has no facilities within limits*)  
☒ No Utility Work Schedule (*Has facilities within limits but is not affected*)  
☐ There will not be a claim for reimbursement  
☐ There will be a claim for reimbursement\*  
☐ Facilities located along Interstate corridor

\* Please provide any document(s) [i.e. fee title property deed or easement document(s)] within the project limits that formulates the basis for your entitlement to be reimbursed for your utility work. NOTE: A preliminary cost estimate for any utility work within this entitled area is required.

Enclosed please find:

☐ Marked Roadway Plans ☐ Company Utility Plans  
☐ Legal Documents ☐ Preliminary Cost Estimate

**POLE OWNERS: List Joint Pole Users**

### COMMENTS:

Markups provided at Phase I Plans.

Signed: Roy Sikes  
 Title: Roy Sikes - Staking Technician



## District 2 Utility Contact Form



Date: 1/5/2022

Company Name: **MCI Metro/ Verizon**

Phone Number: 352-598-1736

Email Address: [Keith.j.thompson@verizonwireless.com](mailto:Keith.j.thompson@verizonwireless.com)

FPI 441214-1 CR108 FROM CR115 (BAY ROAD) TO CR121A (MIDDLE ROAD)

Emergency number to be inserted on plans	800-624-9675
--	--------------

Existing facilities are located:

\_\_\_\_\_ Within existing FDOT Right-of-Way (between Station: \_\_\_\_\_ to Station: \_\_\_\_\_)

\_\_\_\_\_ Within existing County/City Right-of-Way

  X   Within railroad Right-of-Way

\_\_\_\_\_ Within an easement or fee title property

Not within project limits (*Has no facilities within limits*)

**X** No Utility Work Schedule (*Has facilities within limits but is not affected*)

There will not be a claim for reimbursement

There will be a claim for reimbursement \*

\_\_\_\_\_ Facilities located along Interstate corridor

**\* Please provide any document(s) [i.e. fee title property deed or easement document(s)] within the project limits that formulates the basis for your entitlement to be reimbursed for your utility work. NOTE: A preliminary cost estimate for any utility work within this entitled area is required.**

Enclosed please find:

Marked Roadway Plans

Legal Documents

## Company Utility Plans

### Preliminary Cost Estimate

**POLE OWNERS:** List Joint Pole Users

**COMMENTS:**

MCI/WORDLCOM has fiber cable on the East side of CSX RR Tracks within CSX ROW. Mkrs 171-173

Signed: Keith Thompson

Printed: Keith Thompson

Title: Eng III Spec-Ntwk Eng & Ops

[Redacted]



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Redacted]

☐  
☐  
☐  
  
☐  
☐  
☐

[Redacted]

[Redacted]

[Redacted]

\_\_\_\_\_

☐ \_\_\_\_\_ ☐ \_\_\_\_\_  
☐ \_\_\_\_\_ ☐ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Engineering Office – Orlando

6000 Metro West Blvd., Suite 201  
Orlando, FL 32835  
Phone: (407) 578-8000  
Fax: (407) 578-7300  
Email: [sparray@pea-inc.net](mailto:sparray@pea-inc.net)

February 18, 2022

Adam Wilford  
Project Utility Manager  
FDOT District 2  
1109 S. Marion Avenue  
Lake City, FL 32025  
[adam.wilford@t2ue.com](mailto:adam.wilford@t2ue.com)

**RE: 441214-1  
CR 108 (Phase IV Plans, dated 02/11/2022)  
Nassau County**

**AT&T Transmission (AT&T Corp.)** has buried conduit & direct buried fiber crossing CR 108 as shown on markup (min depth 42"). Existing Manhole lid within standard pavement design milling & resurfacing area with no lid adjustments necessary. No impacts anticipated.

Sincerely,

**Sunil Parray**  
Engineering Technician  
Representing AT&T Corp.



# District 2 Utility Contact Response Form

(Please fill out completely.)



Date: 01/10/2022  
 Company Name: ATT FL  
 Representative Name: PK PATEL  
 Representative Title: OSP - R/W MANAGER  
 Representative Phone: 904 699-4976  
 Email Address: PP5963@ATT.COM  
 Utility Emergency Phone:  
 FPID # & Description: 441214-1CR108 FM CR115(BAY RD) TO CR121 A (MIDDLE RD)

Existing facilities are located (please check all that apply):

- ☐ Within existing FDOT Right-of-Way (between Station: \_\_\_\_\_ to Station: \_\_\_\_\_)  
☐ Within existing County/City Right-of-Way (between Station: \_\_\_\_\_ to Station: \_\_\_\_\_)  
☐ Within railroad Right-of-Way (between Station: \_\_\_\_\_ to Station: \_\_\_\_\_)  
☐ Within an easement or fee title property (Has compensable interest and may claim reimbursement for required relocation)\*  
☒ Not within project limits (Has no facilities within limits)  
☐ Facilities located along Interstate corridor

\* Provide any document(s) i.e. fee title property deed or easement document(s)] within the project limits that formulates the basis for your entitlement to be reimbursed for your utility work. **NOTE:** A preliminary cost estimate for any utility work within this entitled area is required.

Marked Roadway Plans or Company Utility Plans are **required** unless there are **NO** facilities within the limits of the project.

Enclosed you will find (please check all that apply):

- ☐ Marked Roadway Plans ☐ Company Utility Plans/Maps  
☐ Legal Documents ☐ Preliminary Cost Estimate

**POLE OWNERS: List Joint Pole Users**

**POWER LINE VOLTAGE**

Comments:

ATT FL DOES NOT SERVE THIS AREA

ATT FL DOES NOT SERVE THIS AREA

Sign:

(Signature is not required if utility is uploading directly to PSEE.)

## EXHIBIT "N"

Hillard, Nassau County, FL  
Roadway Resurfacing CR-108  
620733F; Nahunta Subdivision; A 613.97  
CSXT OP No: FL2894

### SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (the "Supplement"), made as of March 16, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSXT," and NASSAU COUNTY, FLORIDA, whose mailing address is 96161 Nassau Place, Yulee, Florida 32097, hereinafter called "AGENCY".

### RECITALS

A. On February 2, 2022, a certain Temporary Right of Entry Agreement, was executed between CSXT and AGENCY (the "Agreement"), requesting permission to enter CSXT's property located within the Florida Zone, Nahunta Subdivision, at Department of Transportation Crossing Inventory Number 620733F, Railroad Milepost Number A 613.97, County Road 108 in Hilliard, Nassau County, Florida, for the purpose of one-inch (1") asphalt milling and resurfacing, and striping up to approximately ten feet (10'-0") from centerline of track on both sides of crossing, maintaining existing roadway width and profile, within the CSXT right of way, (the "Project");

B. Section 13 of the Agreement states that the Agreement shall be and remain in effect until December 31, 2022, and Section 13 of the Agreement states that all rights which Licensee may have hereunder shall cease and end upon the Termination Date so specified.

C. AGENCY wishes to extend the Termination Date of the Agreement to December 31, 2023.

D. CSXT is agreeable to the extension of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.
2. Except as herein provided, this Supplement shall not be construed as canceling or otherwise making void any of the provisions of the Agreement, and the Agreement shall remain in full force and effect in accordance with all other terms thereof.

*[Signatures to immediately follow]*



Hillard, Nassau County, FL  
Roadway Resurfacing CR-108  
620733F; Nahunta Subdivision; A 613.97  
CSXT OP No: FL2894

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly signed, sealed and delivered, in duplicate, effective the day and year first above written.

**Witness for CSXT:**

**CSX TRANSPORTATION, INC.**

*Eamarié J. Olsen*

By: *Scott Willis*

Scott Willis

Project Manager – Public Projects

**Witness for AGENCY:**

**NASSAU COUNTY, FLORIDA**

*Kate Brock*

By: *[Signature]*

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Assignee to the terms and conditions of this Agreement.

Print Name: *Tara Pope*

Print Title: *County Manager*



**CSX Transportation, Inc.  
Temporary Right of Entry Agreement**

**THIS AGREEMENT**, made as of February 2, 2022, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSXT," and NASSAU COUNTY, whose mailing address is 96161 Nassau Place, Yulee, Florida 32097, hereinafter called "Licensee," WITNESSETH:

**WHEREAS**, Licensee has submitted a written application to CSXT requesting permission to enter CSXT's property located within the Florida Zone, Nahunta Subdivision, at Department of Transportation Inventory Crossing Number 620733F, Railroad Milepost Number A 613.97, County Road 108 in Hilliard, Nassau County, Florida, for the purpose of one-inch (1") asphalt milling and resurfacing, and striping up to approximately ten feet (10') from centerline of track on both sides of crossing, maintaining existing roadway width and profile, within the CSXT right of way (the "Project"); and

**WHEREAS**, CSXT is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

**NOW THEREFORE**, CSXT hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. **PROJECT:** The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSXT's Division Engineer or his or her duly authorized representative ("Division Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSXT. Prior to entry, Licensee shall notify the CSXT's general engineering consultant ("GEC") on the Project to arrange for flagging protection in accordance to Sections 5 and 6 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and Licensee's employees, agents, contractors and other representatives (collectively, "Agents") shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.
2. **INDEMNITY:**
  - 2.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save CSXT and CSXT's Affiliates harmless with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:
    - 2.1.1 personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;
    - 2.1.2 the loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates;
    - 2.1.3 any environmental damage and any related remediation brought or recovered against CSXT or any of its Affiliates; and
    - 2.1.4 any and all other losses or damages; arising directly or indirectly from the presence of Licensee or its Agents on or about the Property, whether or not attributable in whole or part to the negligence, gross negligence, or intentional misconduct of CSXT or its Affiliates.



CSXT OP NO: TBD

2.2 The parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Licensee's indemnification of CSXT and its Affiliates for liability caused in whole or in part by any act, omission or default by CSXT or its Affiliates, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Sections 3 and 4 of this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Project, the risks associated with the Project, and the compensation and any other benefits exchanged between the parties in connection with this Agreement.

2.2.1 Licensee shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and agrees to indemnify, defend, and hold CSXT and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

2.2.2 For the purpose of this Agreement, the term "Affiliates" includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective officers, directors, employees and agents, and in the case of CSXT, includes CSX Corporation, CSXT and their Affiliates and their respective officers, directors, employees and agents.

2.2.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

3. **PRIOR NOTIFICATION:** Licensee or Licensee's Agents shall notify CSXT's GEC working on the Project at least 14 days prior to requiring entry on the Property and shall abide by the instructions of the GEC.
4. **CLEARANCES:** Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Division Engineer. The Division Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSXT's track(s) only at a public crossing unless prior arrangements have been made with the Division Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to CSXT's property and signal and communication facilities during their performance of the Project.
5. **PROTECTIVE SERVICES:** If protective services, such as flagging protection, are required by CSXT, Licensee shall make arrangements with CSXT's GEC, and the GEC will coordinate with the appropriate CSXT officials to furnish such personnel, flagman or watchman, that in CSXT's opinion may be necessary to protect the facilities and traffic of CSXT during the performance of the Project. Licensee shall pay for the cost of such services, including all applicable surcharges and additives. These services are estimated to be **fourteen thousand twenty-five dollars and zero cents (\$14,025.00)**, as supported by the attached estimate.



CSXT OP NO: TBD

6. **PAYMENT FOR PROTECTIVE SERVICES:** Payment shall be made by Licensee in accordance with the following:
- Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSXT. The cost for CSXT's services shall then be assessed by CSXT against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If CSXT's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSXT within thirty (30) days of receipt of either a request for additional funds or an invoice.
7. **ENVIRONMENTAL:** This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSXT property to identify chemical composition or environmental condition. *If any type of environmental investigation is desired, a separate right of entry agreement issued through CSXT's Environmental Department must be secured.*
8. **CLAIMS:** Licensee shall, or shall require Agents, to promptly notify the Division Engineer of any loss, damage, injury or death arising out of or in connection with the Project.
9. **REMEDICATION:** It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Division Engineer or his or her duly authorized representative.
10. **SAFETY:**
- a. All personnel entering the Property must comply with CSXT safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.
- 10.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" -"Call Before You Dig" requirements.
11. **GENERAL LIABILITY INSURANCE:** Licensee shall procure and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation against CSXT and its Affiliates; (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than \$5,000,000.00 in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as CSXT may reasonably require. Upon request Licensee shall provide CSXT with a copy of Licensee's applicable insurance policies. A policy



CSXT OP NO: TBD

endorsement naming CSXT as an additional insured and specifying such coverage shall be furnished to CSXT prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee shall have been specifically released by a written instrument signed by an authorized officer of CSXT. Licensee shall also provide CSXT with a copy of the insurance policies. The insurance policies shall provide that the insurance carrier must give CSXT notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

12. **RAILROAD PROTECTIVE LIABILITY INSURANCE:** Licensee agrees to purchase Railroad Protective Liability Insurance in accordance with CSXT's requirements (attached as Exhibit A and incorporated into this Agreement) for the benefit of CSXT for Licensee's operations under this Agreement. Licensee shall furnish an appropriate Insurance policy (and required endorsements), as the case may be, with the return of this executed Agreement.
13. **TERM:** This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, **December 31, 2022**, whichever occurs first, unless extended in writing by CSXT. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSXT shall be entitled to recover costs and expenses incurred by CSXT, including legal fees and expenses, to enforce the terms of this Agreement.
14. **SEVERABILITY:** The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
15. **ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.
16. **NOTICES:** All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the Licensee at the address above, and to Licensors at the address shown on Page 1, or at such other addresses as either party may designate by delivery of prior notice to the other party .
17. **TERMINATION:** CSXT shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.
18. **WAIVER:** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.



Hilliard, Nassau County, FL  
Roadway Resurfacing CR-108  
620733F; Nahunta Subdivision; A 613.97

CSXT OP NO: TBD

19. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Duval County, Florida.
20. **NO ASSIGNMENT:** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall indemnify and hold CSXT harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSXT, which consent may be granted or withheld at CSXT's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

**BY SIGNING THIS AGREEMENT,** I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021.**

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Witness for CSX Transportation:

CSX TRANSPORTATION, INC.

By: Scott Willis  
Scott Willis  
Project Manager – Public Projects of CSXT

Witness for: Nassau County

NASSAU COUNTY

By: Taco E. Pope AICP  
Print/Type Name: Taco E. Pope  
Print/Type Title: County Manager

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind **Nassau County** to the terms and conditions of this Agreement.









Hilliard, Nassau County, FL  
Roadway Resurfacing CR-108  
620733F: Nahunta Subdivision; A 613.97

CSXT OP NO: TBD

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
- 7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907 Jacksonville,  
FL 32202

OR

insurancedocuments@csx.com

- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

