

CS-23-020

**BOCC CONTRACT
APPROVAL FORM**CONTRACT
TRACKING NO.

CM3513

SECTION 1 - GENERAL INFORMATIONRequesting Department: Stormwater and Drainage Management Contact Person: Katie Peay
Telephone: (904) 530-6391 Email: kpeay@nassaucountyfl.com**SECTION 2 - VENDOR INFORMATION**Name: United Brothers Development Corporation
Address: 6824 Distribution Avenue S
City: Jacksonville State: FL Zip Code: 32256
Vendor's Administrator Name: Derek Dotsie Title: Secretary
Telephone: (904) 651-9722 Email: Derek@UBD1.com**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**Authorized Signatory Name: Derek Dotsie
Authorized Signatory Email: Derek@UBD1.com

(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATIONContract Name: Spring Lakes Estates Drainage Phase 1
Type: ☒ New Contract ☐ Work Authorization ☐ Supplemental Agreement
Short Description of Product(s)/Service(s) Being Requested: Construction: Grading ditches and replacing aging infrastructure

(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)

Procured Method: ☐ Quotes ☒ ITB ☐ RFP ☐ RFQ ☐ Piggyback ☐ Exemption ☐ Sole Source
☐ Single Source ☐ Other
Total Amount of Contract: \$1,482,773.00 (Estimate if necessary)
Account Number: 63402541-C0057 8918,816 Grant CM3449 Spring Lake FDEP \$625,000
Source of Funds: ☒ County ☒ State ☐ Federal ☐ Other:
County Authorized Signatory: ☒ BOCC Chairman ☐ County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)**SECTION 5 - INSURANCE**Insurance Category: ☐ Category L ☐ Category M ☒ Category H ☐ Other:Risk Manager Initials: AM

9/29/2023

SECTION 6 - AMENDMENT INFORMATIONContract Tracking No: _____ Amendment No: _____
Type of Amendment: ☐ Renewal ☐ Time Only Extension ☐ Additional Scope ☐ Other:
Increased Amount to Existing Contract: _____ (if any) Total with Amended Amount: _____
Account Code Change From: _____ To: _____**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Katie Peay 9/8/23 9/29/2023 3. Tanessa Holmes 9/29/2023 Bea 9/11/23
Department Head/Contract Manager Procurement Date
Date (Signature required only if procurement related)
2. Office of Mgmt. & Budget 9.11.23 4. Denise C. Mayo 10/6/2023 AFJ 10/6/2023
Date County Attorney Date

COUNTY MANAGER - FINAL SIGNATURE APPROVALTaco E. Pope, AICP 10/6/2023
County Manager Date

CONTRACT FOR SPRING LAKE ESTATES DRAINAGE PROJECT- PHASE 1
SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **United Brothers Development Corporation**, located at 6924 Distribution Avenue, Jacksonville, FL 32256, hereinafter referred to as the “Vendor”.

WHEREAS, the County received bids for the Spring Lake Estate Drainage Project, on or about August 3, 2023. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s ITB, numbered NC23-030R-ITB, and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Response and Price Sheet is attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, the Vendor desires to render certain services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

Contract No.: CM 3513

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A COUNTY'S INVITATION TO BID NC23-030R-ITB, ("ITB"), AS
MODIFIED BY ADDENDA; AND

Exhibit B VENDOR'S RESPONSE AND PRICE SHEET FOR PHASE 1.

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services further described in Exhibit "A". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in Exhibit "A" in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Vendor in an amount not to exceed One Million, Four Hundred Eighty-Two Thousand, Seven Hundred Seventy-Three Dollars and 00/100 (\$1,482,773.00) for the goods and/or services referenced in Exhibit(s) "A" and "B". No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the *Katie Peay, Stormwater and Drainage Management Director*, or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made.

Contract No.: CM 3513

The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Stormwater and Drainage Management Director, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate one (1) year thereafter. Consultant shall provide all goods and/or services required under this Contract within two hundred (200) days of receipt of a written Notice to Proceed from the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "B"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this

exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12. 1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein

for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

15.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility

has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 18. Force Majeure.

18.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County

Contract No.: CM 3513

for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall 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.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

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

a. Keep and maintain public records required by the County to provide goods and/or services.

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,

Contract No.: CM 3513

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County BOCC
Attn: Katie Peay
96161 Nassau Place
Yulee, Florida 32097

Vendor: United Brothers Development Corporation
Attn: Derek Dostie, Secretary
6924 Distribution Avenue
Jacksonville, Florida 32256

SECTION 33. Attorney's Fees.

Contract No.: CM 3513

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

Contract No.: CM 3513

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: Klynt A. Farmer

Its: Chairman

Date: October 18, 2023

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

**UNITED BROTHERS DEVELOPMENT
CORPORATION**

Derek Dotsie

By: Derek Dotsie

Its: corp. secretary

Date: 10/5/2023

EXHIBIT "A" COUNTY'S INVITATION TO BID

Engineering Services Department
on behalf of the
Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, Florida 32097



INVITATION FOR BIDS

NC23-030R-ITB

SPRING LAKE ESTATES DRAINAGE PROJECT

BID & CONTRACT DOCUMENTS
TECHNICAL SPECIFICATIONS & REQUIREMENTS

Project Engineer:
Katie Peay, PE CFM
96161 Nassau Place
Yulee, FL 32097

TABLE OF CONTENTS

1000 INVITATION FOR BID

1000	Invitation to Bid - Overview.....	1000 - 1
1100	Instructions to Bidders	1100 - 1
1200	Bid Forms	1200 - 1
1300	Contractor's Forms.....	1300 - 1
	a. Contractor's Bid Bond.....	1300 - 1
	b. Fair Practices Affidavit.....	1305 - 1
	c. Affidavit of Organization	1310 - 1
	d. Organizational Structure, Claims, and Suits	1315 - 1
	e. Statement of License Certificate	1320 - 1
	f. List of Subcontractors.....	1325 - 1
	g. References for Bidder Experience.....	1330 - 1
	h. Equipment Schedule	1335 - 1
	i. Work Plan.....	1340 - 1
	j. Drug-Free Workplace Form	1345 - 1
	k. Equal Employment Opportunity	1350 - 1
	l. E-Verify System Certification	1355 - 1
	m. Scrutinized Companies Certification.....	1360 - 1
1400	Statement of No Bid.....	1400 - 1

2000 DRAFT CONTRACT

2000	Draft Agreement (NOT USED)	2000 - 1
2100	Draft Contract Forms	2100 - 1
	a. Performance and Payment Bonds.....	2100 - 1
	b. Affidavit.....	2105 - 1
2200	Draft General Conditions.....	2200 - 1

APPENDICES OF THE CONTRACT

**Appendix A – Construction Plans & Project Data (includes borrow area
sediment Vibracore data)**

Appendix B – Minimum Insurance Requirements

NASSAU COUNTY, FLORIDA**INVITATION TO BID - OVERVIEW**

The Nassau County Board of County Commissioners is accepting sealed bids for:

SOLICITATION TITLE: SPRING LAKE ESTATES DRAINAGE**SOLICITATION NO.: NC23-030R-ITB****SUBMITTAL DUE DATE: August 3, 2023, at 10:00 AM ET**

Pursuant to the Nassau County Purchasing Policy, separate, sealed bids for the Spring Lake Estates Drainage Project for the Nassau County Board of County Commissioners will be received by the County and all bid responses will be publicly opened soon thereafter by the County. Any Bids received after 10:00 am on **August 3, 2023**, will not be accepted.

Documents, plans, and specifications for this Invitation to Bid ("ITB") are available through the County's electronic bidding platform, [PlanetBids](#).

GENERAL PROJECT DESCRIPTION

The County is currently seeking sealed bids from contractors to regrade ROW ditches and replace driveway culverts in the Spring Lake Estates Subdivision. The successful bidder (Contractor) shall provide all materials, equipment, and labor to complete the work described above, and shall perform or provide all concrete and property restoration (as applicable), surveys, environmental monitoring, safety and security measures, permit compliance, Maintenance of Traffic Plan, tilling, and final grading to the requirements indicated in the Contract Drawings and Specifications. Current headwalls will not be replaced and don't need to be part of the bid.

MINIMUM QUALIFICATIONS

The successful bidder must:

- A: Provide construction that meets the certification and/or inspection requirements listed herein, as documented in writing at the time of the bid;
- B: Demonstrate the capability to replace culverts and driveways according to the construction plans over the course of the Project; and
- C: Provide three (3) references for construction projects of similar size and scope constructed by the Bidder within the last five (5) years. Projects similar in size and scope shall be projects involving grading and drainage in a subdivision. Reference information must be current with the name and telephone number of a responsible entity for each project cited.

NON-MANDATORY PRE-BID MEETING

A **NON-MANDATORY** pre-bid meeting is scheduled for **June 30, 2023, 11:00 AM ET** in the Public Services Conference Room, 96161 Nassau Place Yulee, FL 32097.

COMMUNICATIONS AND INQUIRIES

Questions or information requests for clarification regarding this ITB must be submitted by **July 14, 2023 by 4:00 PM ET** via the County's electronic bidding platform, [PlanetBids](#).

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**1100 GENERAL INSTRUCTIONS TO BIDDERS
BID NO. NC23-030R-ITB**

1. SUBMISSION OF BID

- 1.1 ITB documents are available free-of-charge through the County's electronic bidding platform, [PlanetBids](#). The bidder's sealed submittal must be received by the County, via the County's electronic bidding platform, on or before the date and time listed on this solicitation's cover page. A bidder may not submit a response outside of the County's vendor portal.

All bids must be submitted electronically via the County's electronic bidding platform ([PlanetBids](#)), which is accessible via the County's website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- 1.2 Bids will be opened on the date and time specified on the cover page of this solicitation at the Office of the Clerk located at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida 32097. The public is invited to attend.
- 1.3 Responses may not be withdrawn for a period of one hundred twenty (120) days after the response opening date. Responses may be withdrawn or modified at any time before the response due date during which the Responder may withdraw their response or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform ([PlanetBids](#)).
- 1.4 Be sure to sign your response. Failure to include proper signatures on the required documents may result in a disqualification of that response. Only an authorized person that can legally bind the company to this engagement shall sign.
- 1.7 When any period of time is referred to in this ITB or the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day acknowledged as a holiday on the County's Holiday schedule (please visit the County's website <https://www.nassaucountyfl.com/31/For-Residents>), such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.
- 1.8 All submitted material from a bidder will be subject to Florida's Public Records Law. Bidder acknowledges that all information contained within its bid is subject to disclosure under the State of Florida's Public Records Law. No information should be labeled confidential unless exempted under said law. Pursuant to Section 119.071(1)(b)2., Florida Statutes (FLORIDA STATUTES), bids may be exempt from public record for thirty (30) days after opening the bids or until such time as the County provides notice of an intended decision, whichever comes first.

Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting: Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work.

Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

1. Keep and maintain public records required by the public agency to perform the service,
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to 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 vendor does not transfer the records to the public agency, and
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor 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.

If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- 1.9 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, 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 Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the response.

- 1.10 Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the office of the Clerk to the Board of County Commissioners at (904) 548-4660 or Florida Relay Services at (800) 955-8770 (v) or (800) 955-8771 (TDD). Contact must be made a minimum of seventy-two (72) hours in advance if requiring such accommodations.

2. BID EVALUATION

- 2.1 Bids shall be evaluated based on all submitted information and pursuant to the criteria stated in the Specific Instructions which are provided herein. The County may conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors (if any), and other persons and organizations to do the work in accordance with the ITB Documents to the County's satisfaction within the prescribed time. The County reserves the right to reject bids based upon insufficient qualifications, as determined by the County.
- 2.2 The County reserves the right to reject any or all responses, with or without cause, without recourse, to waive technicalities, or to accept responses which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the responder and shall neither be passed on to nor borne by the County. The County also reserves the right to reject the response of a responder who has previously failed to perform within the preceding twelve (12) months.
- 2.3 The County reserves the right to request any additional information needed for clarification from any responder for evaluation purposes. No deviations from specifications will be accepted, no alternate bids will be accepted unless requested in the specification or ITB form, and any such bids will be deemed non-responsive.

Responders are advised that the County will not accept limitations on liability from any vendor. The successful responder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable responders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any response received that limits liability will be considered unresponsive and will not be accepted by the County.

- 2.4 A responsible and responsive submittal will be considered as one which meets or exceeds the ITB specifications, and which is submitted by a bidder capable of performing the requirements as stated in the ITB documents. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a response. General criteria used by the County for evaluating "responsible and responsive" bidders include, but are not limited to:
 - 2.4.1 The ability, capacity, and skill of the bidder to perform the contract or provide the service required,
 - 2.4.2 Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference,
 - 2.4.3 The character, integrity, reputation, judgment, experience, and efficiency of the bidder,

- 2.4.4 The bidder's quality of performance on previous contracts or services,
- 2.4.5 The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,
- 2.4.6 The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service, and
- 2.4.7 The quality, availability, and adaptability of the goods or services proposed by bidder to the particular use required.

The bidder's ability to meet these requirements shall be solely by the determination of the County. An "unresponsive bidder" is one who fails to specifically include information required by the specifications; submits a bid that is not signed by the bidder; submits a bid that does not include information specifically required in the ITB Documents; or is otherwise unqualified. Lack of responsiveness shall solely be the determination of the County.

- 2.5 Please check your pricing before submitting your response, as no changes in pricing will be allowed after the response opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- 2.6 Following the submittal of the responses to this ITB, the County will review the responsive bids. The recommendation of award will be forwarded to the Board for review and final decision.

3. DISQUALIFICATION OF BIDDERS

Any cause including, but not limited to the following may be considered as sufficient for the disqualification of a bidder and the rejection of its submittal:

- 3.1 Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
- 3.2 Evidence of collusion among bidders, or previous participation in collusive bidding or proposing on work for the County,
- 3.3 Any material misrepresentation,
- 3.4 Uncompleted work for which the bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this ITB if awarded to bidder,
- 3.6 Contacting any County Departments or Divisions about this solicitation during the solicitation process. All questions must be directed to the County's vendor portal.
- 3.7 Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
- 3.8 Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.

The above listed causes are not an exclusive list, and the County may disqualify bidders for other good causes.

4. INTERPRETATIONS OF DATA

No interpretation of data including, but not limited to, surveys, plans, drawings, test results, and similar materials will be made to any bidder, except for what is provided in the ITB Documents or by written addendum.

5. BIDDER COMMUNICATION AND/OR INQUIRIES

Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#)). Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by the Procurement department and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and the County will not entertain any verbal communications regarding this or any other solicitation. All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must specify the relevant section(s), subsection(s), paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

- 5.1 Addenda: It will be the responsibility of the Bidder to visit the County's electronic bidding platform ([PlanetBids](#)), prior to submitting a bid, to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

6. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

7. INDEPENDENT PRICING

By submitting a response, the Responder certifies that in connection with this solicitation:

(a) The prices in the response have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition; and

(b) No attempt has been made or will be made by the Responder to influence any other person or firm to submit or not submit a response for the purpose of restricting competition.

9. CONFLICT OF INTEREST

All Responders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all responders must disclose the name of any Nassau County officer or employee who owns either directly or indirectly any interest of the Responder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the response and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar and any vendor who fails to disclose.

10. DISCLOSURE - ADVISORY BOARD MEMBER OF COUNTY

- 10.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the Supervisor of Elections, which is the sole responsibility of the bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the bidder's response.
- 10.2 Advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the Supervisor of Elections, disclosing his or her interest and the nature of the intended business.
- 10.3 Advisory board member, or his or her spouse or child is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.
- 10.4 Advisory board member, or his or her spouse or child is required to have in no way participated in the determination of the bid specifications or the determination of the responsible and responsive bidder.

11. INTELLECTUAL PROPERTY

The awarded bidder shall irrevocably transfer, assign, set over, and convey to the County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract awarded under this ITB. The bidder further agrees to execute such documents as the County may request to affect such transfer or assignment. Further, the bidder agrees that the rights granted to the County by this paragraph are irrevocable. The bidder's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

12. INSURANCE

- 12.1 Within ten (10) days of the posted date of Notice of Award, the apparent qualified Successful Bidder shall submit to the County (or designee) a copy of its current insurance coverage with endorsements, as evidenced by certificates of insurance with an insurance carrier approved and licensed by the Insurance Department of the State of Florida.
- 12.2 Nassau County and the Engineer of Record (if applicable), along with any additional entities specified in the General Conditions of the Contract - The insurer shall agree to waive all rights of subrogation against the County, Engineer, and any additional entities specified in the General Conditions of the Contract.
- 12.3 Bid award will be subject to proof of insurance, in the form of certificates of insurance, being provided to the County within ten (10) days of the posted date of the Notice of Award, and subject to acceptance of the types and amounts of coverage by County's Risk Management Department.
- 12.4 Insurance coverage required from the apparent qualified Successful Bidder shall be provided by or on behalf of all subcontractors to cover their operations performed. The selected bidder shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- 12.5 Once received by the County, the Certificate of Insurance and endorsements shall accompany the executed contract.
- 12.6 The specific level and type of insurance coverage required of bidders is set forth as an appendix to this ITB document.

13. ESTIMATED QUANTITIES

When applicable, and unless specifically addressed in the Specific Instructions, the estimated quantities of work to be done and materials to be furnished under this ITB are to be considered as approximate only and are to be used solely for the comparison of responses. The County does not expressly nor by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the proposer plead misunderstanding or deception because of such estimate of quantities. Payment to the awarded proposer will be made only for the actual quantities of work performed and material furnished in accordance with the contract, and it is understood that the quantities may be changed as provided in the ITB Documents without in any way invalidating any of the unit or lump sum prices.

14. MISTAKES

Bidders are required to examine the ITB and all other Contract Documents. Failure to do so will be at bidder's risk. All corrections made by bidder to any bid entry must be initialed and must be submitted before the bid opening.

15. TAXES

Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Bidders shall not include taxes in any response, invoice, or statement.

16. WARRANTY OF TITLE

The awarded bidder warrants and guarantees that title to all work, materials, and equipment covered by any invoice or application for payment will pass to the County, no later than the time of payment, free and clear of all liens. Contractors and subcontractors will explicitly waive all rights to lien, pursuant to the execution of performance and payment bonds as required by the terms of this solicitation.

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1110 SPECIFIC INSTRUCTIONS TO BIDDERS
BID NO. NC23-030R-ITB**1. BACKGROUND**

The Nassau County, FL, Board of County Commissioners, maintains Spring Lake Estates Drainage and Roads in Callahan, Nassau County, FL. Aging infrastructure as well as maintenance and culvert installation not done according to previously approved plans has stopped the stormwater system from working efficiently. The project clears up all identified concerns from the drainage study conducted by Peter's and Yaffee in 2019 and replaces pipes that will exceed their lifespan in the next five (5) years.

2. SCOPE OF WORK

The County ("Owner") is currently seeking sealed bids from contractors to repair and replace stormwater infrastructure in Spring Lake Estates located off Lem Turner Road in Callahan, FL. This includes regrading and stabilizing ditches and stormwater ponds. The Successful Bidder ("Contractor") shall provide all materials, equipment, and labor to complete the work described above, and shall perform or provide all pavement and property restoration (as applicable), surveys, environmental monitoring, safety, and security measures, permit compliance, Maintenance of Traffic Plan, tilling, and final grading to the requirements indicated in the Contract Drawings and Specifications.

Headwalls are not being required and will not be replaced by the County where currently present.

3. MINIMUM REQUIREMENTS FOR BIDS

The information identified below is required and shall be submitted with the Bid Form in a clear and concise manner, using the forms provided, for County review.

- 3.1 Bids should not contain information in excess of that requested, must be concise and specifically address all of the items set forth in this ITB. It is requested that the response be submitted in the same order as set forth according to the selection method below:

3.1.1 **Bid Form and Addenda Acknowledgement.** Bidders must submit all information requested for the Total Base Bid.

3.1.2 **Bid Bond Form.** Each Bid shall be accompanied by a certified or cashier's check or a Bid bond, satisfactory and payable to Nassau County in an amount not less than five percent (5%) of the Base Bid as a guarantee that the bidder will, within ten (10) days after the date of the award of the Contract, execute an agreement and file bonds and insurance as required by the Contract Documents. The original Bid Bond must be mailed to Nassau County Clerk's Office, 76347 Veterans Way, Ste 456, Yulee, FL 32097. A copy of the Bid Bond is also to be included with the bid submission.

If an intended awardee fails to execute and file an agreement, bonds, and insurance as required by the Contract documents, the amount of the security submitted with his Bid shall be forfeited. However, the extent of damages to the Owner and the extent of the Contractor's responsibility shall not be limited to the amount of the security submitted with the Bid.

3.1.3 **Fair Practices Affidavit;**

3.1.4 **Affidavit Where Bidder is a Corporation, Partnership or Joint Venture, or Sole Proprietor/Individual;**

3.1.5 **Statement of Organizational Structure, Claims and Suits;**

- 3.1.6 **Statement of License certificate;**
- 3.1.7 **List of Subcontractors Form;**
- 3.1.8 **Questionnaire & References Form;**
- 3.1.9 **Equipment Schedule;**
- 3.1.10 **Work Plan.** Including a MOT for approval by the County;
- 3.1.11 **Drug Free Workplace Certification;**
- 3.1.12 **Equal Employment Opportunity Certification;**
- 3.1.13 **E-Verify Certification;**
- 3.1.14 **Scrutinized Companies Certification;** and
- 3.1.15 **Bidder Checklist.**
- 3.2 Minimum Qualifications for Bid

The Successful Bidder must:

 - 3.2.1 Provide a contractor that meets the certification and/or inspection requirements listed herein, as documented in writing at the time of the bid.
 - 3.2.2 Demonstrate the capability to replace culverts and driveways according to the construction plans over the course of the Project.
 - 3.2.3 Provide three references for construction projects of similar size and scope constructed by the Bidder within the last five (5) years. Projects similar in size and scope shall be projects within residential subdivisions in Florida. Reference information must be current with the name and telephone number of a responsible entity for each project cited.

4. EVALUATION AND AWARD OF CONTRACT

Bids and Alternate Bids will be reviewed by the Engineer and the County. The recommendation of award will be forwarded to the County Manager for review and final decision.

- 4.1 The County reserves the following rights:
 - 4.1.1 To be the judge of the bidder's qualifications.
 - 4.1.2 To conduct pre-award discussions with any responsive and responsible bidders who submit bids determined to be reasonably acceptable of being selected for award. Such discussions may include, but not be limited to personal interviews with and/or presentations.
 - 4.1.3 To accord fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission of bids and prior to award.
 - 4.1.4 To request additional qualification information.

- 4.1.5 To limit and/or determine the actual services to be included in the contract with the successful bidder.
- 4.1.6 To obtain information from any available sources for use in evaluating the bids.
- 4.1.7 To waive any irregularity in any bid, or reject any or all bids, in part or in whole, should it be deemed to be in the best interest of the County to do so.
- 4.1.8 To recommend the bid award by the Board, if at all, to a single contractor to the lowest responsive and responsible bidder, provided that the bidder's bid submittal is considered (within the sole discretion of said County Manager) reasonable, presents the best overall value and is in the best interest the County to recommend, and no bid protest has been filed.

The basis of recommendation will be the Base Bid or Alternate Bid (if applicable) that presents the best overall value and is in the best interest of the County or may be determined by the availability of funds. The County will identify the least-cost, acceptable bid which presents the best overall value to the County.

- 4.1.9 Nassau County, FL, retains sole and final discretion as to the acceptability of bids and the Bid that is awarded for contract.

5. EASEMENTS AND PERMITS

- 5.1 Owner will provide all easements necessary for access to the properties.
- 5.2 The Contractor shall maintain its transport operations within the presently existing road right-of-way and the established drainage and/or access easements throughout the project. In the event that the Contractor deems it necessary or advisable to operate beyond the limits of the existing right-of-way and established access easements, Contractor shall notify the Owner and request authorization for use of such areas, public or private. Immediately after an award of contract is made, the Contractor shall submit to the Owner a listing of those areas where Contractor plans by special agreement to work outside of the road right-of-way or access easements. If approved by the Owner, Contractor shall be responsible for making special agreements with affected property owners. Copies of all written special agreements shall be placed on file with the Owner.
- 5.3 Note - The Owner may not acquire all Environmental Permits and/or private and State Lands Easements necessary for construction of the project at the time of Bid solicitation. Prior to contract execution, the Owner shall furnish all dredge and/or fill permits to construct the project, as required by the State of Florida and the U.S. Army Corps of Engineers. The Contractor shall abide by all terms of said permits. No other environmental permits will be required. Contractor and all subcontractors shall obtain and pay for business licenses from the County prior to commencing work.

6. LIQUIDATED DAMAGES

Contractor and the County recognize that time is of the essence of the resulting Agreement and that the County will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time.

Accordingly, instead of requiring any such proof, the County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the County One Thousand Dollars and 00/100 (\$1,000.00) for each day that expires after the time specified herein for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County One Thousand Dollars and 00/100 (\$1,000.00) for each day that expires for completion and readiness for final payment until the Work is completed and ready for final payment.

7. STOPPAGE OF WORK

In addition to the execution of the Work itself, the Project entails numerous requirements for submittals and permit compliance criteria at prescribed times and dates. Provisions for stoppages of work are as set forth in the resulting Agreement and the Specifications and Requirements to assure that the Work is executed and submittals are provided in accordance with same. Such provisions do not provide extensions in contract time for stoppages so issued.

8. MATERIAL SUBSTITUTIONS

Each bidder shall base its bid upon the placement of suitable material identified in the Technical Specifications and Requirements section of the design plans. The Contractor shall not make any substitutions of the permitted material types without the express written approval of the Project Engineer and all affected regulatory agencies.

9. SITE VISIT

No site visit is required, and the Pre-Bid Meeting is non-mandatory as well. All prospective bidders are encouraged to visit the project, attend the Pre-Bid, and other relevant areas of the Work though.

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11. ANTICIPATED SCHEDULE

Anticipated Schedule*		
	Date	Event
a.)	June 16, 2023	Bid Advertisement
b.)	June 30, 2023 at 11:00 am	Non-Mandatory Pre-Bid Conference
c.)	July 14, 2023, at 4:00 pm	Deadline for Questions Due
d.)	August 3, 2023, at 10:00 am	Bid Response Due Date & Bids Opened
e.)	TBD	Engineer Recommendation to County
f.)	TBD	Notice of Intent to Award
g.)	TBD	Notice of Award
h.)	Within Ten (10) Days of Notice of Award	Contractor Provides Signed Contract, Bonds, and Insurance Documents
i.)	Within Fourteen (14) Days of Contract Execution	Contractor submits pre-construction items and Owner issues Notice to Proceed
j.)	Within One Hundred Thirty-Five (135) Days	Substantial Completion
k.)	Within 30 days of Substantial Completion	Final Acceptance by Owner

* Dates are estimates only. Owner reserves right in its sole discretion to alter schedule as needed.

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1200 SUBMITTED BID FORM

SOLICITATION TITLE: **SPRING LAKE ESTATES DRAINAGE PROJECT**

SOLICITATION NO.: **NC23-030R-ITB**

The undersigned bidder declares that the only person or parties interested in this Invitation to Bid (“ITB”) as principals are those named herein, that this bid is made without any understanding, contract, or connection with any other person, firm, or corporation providing a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. The bidder understands that this bid must be signed, otherwise it will be considered unresponsive and subject to rejection.

The undersigned bidder represents that the bidder accepts, and that this bid complies with the ITB Documents, and that the bidder has carefully examined the ITB Documents for the designated Work. Bidder affirms that bidder has carefully examined the location of the designated Work and, from its own investigations, is satisfied as to the nature and location of the Work, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the Work, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the Work or its performance.

The undersigned bidder proposes, and agrees if this bid is accepted, that it will contract with the Owner to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the ITB Documents in the manner and time herein prescribed, and according to the requirements of the Owner as therein set forth.

Under provisions of Chapter 112, Florida Statutes, bidder must disclose with bid the name of any officer, director, or agent who is also an employee of the Owner (Nassau County). Bidder must disclose on an attachment (provided by bidder) entitled “Submitted Bid Conflict of Interest” the name of any Nassau County employee who owns, directly or indirectly, an interest in the bidder’s firm or any of its branches, or in the firm of any subcontractor to this bid. Absence of such an attachment represents bidder’s certification of no such employee.

Bidder acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in bid pricing. If an addendum is issued, acknowledge below in the space provided:

ADDENDUM #	ADDENDUM DATE
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In submitting a Base Bid or Alternate Bid (if applicable) to the Owner, the bidder acknowledges the following conditions:

- A. It is expressly understood that quantities in the Bid Schedules for Unit Price Items are approximate only and that payment will be made only on the actual quantities of work complete in place, measured, and accepted on the basis defined in the Contract Conditions and the Contract Specifications and Requirements.
- B. It is expressly understood that the Owner desires to initiate and complete project construction at as early a date as possible.
- C. It is expressly understood that the apparent low bidder will be determined by the costs associated with the Base Bid or Alternate Bid (if applicable) as selected by the Owner.
- D. As directed by the Owner, the final contract quantities actually placed and accepted may vary from the estimated bid quantities by twenty percent (20%), or less. Contractor shall not be entitled to any adjustment in unit prices or lump sum prices if quantities vary by twenty percent (20%), or less. The undersigned has carefully checked the Bid Schedules against the Contract Drawings and Specifications before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.
- E. The undersigned is aware of the importance of completing the Work within the time schedules determined by the Owner and the project permits. The bidder has examined both the project fill and borrow areas and is aware of local conditions, including meteorology, astronomical and storm tides, commercial fishing, shipping traffic, environmental constraints, roads, site access, park operations, and other local resort, road and channel traffic which could affect performance of the Work prescribed by the Contract Drawings, Specifications and Requirements.

[The remainder of this page left intentionally blank.]

Having carefully examined the ITB Documents, bidder agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire Work for the **TOTAL BASE BID** (including mobilization and demobilization), and to execute a contract for Work and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the ITB Documents, and will completely perform the Work in strict accordance with the terms of the ITB Documents. The undersigned bidder understands that the County reserves the right to reject any or all bids and to waive any informalities and minor irregularities in any bid. The bidder agrees that this bid shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled bid opening.

BASE BID – SPRING LAKE ESTATES DRAINAGE PROJECT (TOTAL)					
The project shall be constructed as designed and, in the order, and timeframes stated in the resulting Agreement and the Specifications and Requirements.					
	<i>Pay Item Description</i>	<i>UoM</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Cost</i>
LS	Mobilization	LS	1	\$	\$
0102 1	Maintenance of Traffic	DA	45	\$	\$
110 4 10	Removal of Existing Concrete	SY	2617	\$	\$
120 6	Embankment	CY	940	\$	\$
430 175 118	Pipe Culvert, Optional Material, Round, 18"	LF	4048	\$	\$
522 2	Concrete, Sidewalk and Driveways, 6" Thick	SY	2617	\$	\$
0570 1 1	Performance Turf (Sod)	SY	9830	\$	\$
CONSTRUCTION SUB-TOTAL					\$
	Design (10%)	LS	1	\$	\$
	Contingency (10%)	LS	1	\$	\$
TOTAL ESTIMATED CONSTRUCTION COST					\$

Total Base Bid Contract Price \$_____ and in words: _____

The undersigned bidder acknowledges that Work to be performed shall conform to all County codes and regulations. Work must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Work can be performed twenty-four (24) hours per day, seven (7) days per week.

(Signature of Bidder)

(Typed name of Bidder)

Doing Business As: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail address: _____

With the foregoing as a Total Base Bid, and having carefully examined the ITB Documents, bidder agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire Work for the **TOTAL BID ALTERNATE No. 1** (including mobilization and demobilization), and to execute a contract for Work and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the ITB Documents, and will completely perform the Work in strict accordance with the terms of the ITB Documents. The undersigned bidder understands that the County reserves the right to reject any or all bids and to waive any informalities and minor irregularities in any bid. The bidder agrees that this bid shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled bid opening.

BID ALTERNATE No.1 – SPRING LAKE ESTATES DRAINAGE PROJECT (PHASE 1)					
The project shall be constructed as designed and, in the order, and timeframes stated in the resulting Agreement and the Specifications and Requirements.					
	Pay Item Description	Units	Quantity	Unit Price	Total Cost
LS	Mobilization	LS	1	\$	\$
0102 1	Maintenance of Traffic	DA	18	\$	\$
110 4 10	Removal of Existing Concrete	SY	1050	\$	\$
120 6	Embankment	CY	375	\$	\$
430 175 118	Pipe Culvert, Optional Material, Round, 18"	LF	1620	\$	\$
522 2	Concrete, Sidewalk and Driveways, 6" Thick	SY	1050	\$	\$
0570 1 1	Performance Turf (Sod)	SY	3932	\$	\$
CONSTRUCTION SUB-TOTAL					\$
	Design (10%)	LS	1	\$	\$
	Contingency (10%)	LS	1	\$	\$
TOTAL ESTIMATED CONSTRUCTION COST					\$

BID ALTERNATE No.1 – SPRING LAKE ESTATES DRAINAGE PROJECT (PHASE 2)					
The project shall be constructed as designed and, in the order, and timeframes stated in the resulting Agreement and the Specifications and Requirements.					
	Pay Item Description	Units	Quantity	Unit Price	Total Cost
LS	Mobilization	LS	1	\$	\$
0102 1	Maintenance of Traffic	DA	27	\$	\$
110 4 10	Removal of Existing Concrete	SY	1567	\$	\$
120 6	Embankment	CY	565	\$	\$
430 175 118	Pipe Culvert, Optional Material, Round, 18"	LF	2428	\$	\$
522 2	Concrete, Sidewalk and Driveways, 6" Thick	SY	1567	\$	\$
0570 1 1	Performance Turf (Sod)	SY	5898	\$	\$
CONSTRUCTION SUB-TOTAL					\$
	Design (10%)	LS	1	\$	\$
	Contingency (10%)	LS	1	\$	\$
TOTAL ESTIMATED CONSTRUCTION COST					\$

Total Contract Price \$_____ and in words: _____

The undersigned bidder acknowledges that Work to be performed shall conform to all County codes and regulations. Work must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Work can be performed twenty-four (24) hours per day, seven (7) days per week.

(Signature of Bidder)

(Typed name of Bidder)

Doing Business As: _____

Business Address: _____

City: _____ State _____ Zip _____

Phone: _____ E-mail address: _____

Fax: _____

[The remainder of this page left intentionally blank.]

1300 BID BOND
(MUST BE COMPLETED AND SUBMITTED WITH BID)

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called the "Principal") and _____
(hereinafter called the "Surety"), a Corporation chartered and existing under the Laws of the State of _____, and authorized to do business in the State of Florida, are held and firmly bound unto the Nassau County, Florida, Board of County Commissioners, in the full and just sum of _____
_____dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors' administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid under Nassau County, FL, BID NO. NC23-030-ITB for the **SPRING LAKE ESTATES DRAINAGE PROJECT**

WHEREAS the Principal desires to file this Bond in lieu of a certified Bidder's check otherwise required to accompany this Bid Response;

NOW THEREFORE, the conditions of this obligation are such if the Bid Response is accepted, the Principal shall, within ten (10) Days after the date of receipt of written Notice of Award of Contract, execute a Contract for Nassau County, Florida, Board of County Commissioners in accordance with the Principal's Bid and upon the terms, conditions and price set forth therein, in the form and manner contained in the Contract Documents and execute sufficient and satisfactory Labor and Material and Performance Bonds payable to County, each in the amount of 100 percent (100%) of the total Contract Sum, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remain in full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total Base Bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total Base Bid price.

In testimony thereof, the Principal and Surety have caused these presents to be duly signed and sealed this _____ Day of _____, 20_.

Principal

by _____
seal

Surety

by _____
seal

Countersigned _____

State of _____, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, via_ physical presence or online notarization and who ___ is personally known to me or ___ who has produced a _____, as identification, who did not take an oath, and who acknowledged that s/he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC

PRINT OR TYPE NAME

Commission Number

Commission expires

- NOTES:
1. Write in the dollar amount of the bond, which must be at least five percent (5%) of the total of the Base Bid included in the Bid.
 2. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 3. Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1305 FAIR PRACTICES AFFIDAVIT
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Each Contractor submitting a bid must complete the following affidavit:

STATE OF _____

COUNTY OF _____

_____, under oath deposes and states that:
(Name of owner, partner, officer, representative, agent)

- (1) S/he is _____ of _____, the bidder that
(Title: owner, partner, officer, representative, agent)
has submitted the attached bid;
- (2) S/he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or fraudulent bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or fraudulent bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Nassau County, Florida, or any person interested in the proposed contract or the proceeds thereof;
- (5) The undersigned has not given or donated or promised to give or donate directly or indirectly to any official or employee of the Engineer, or Nassau County, Florida, or the Nassau County Board of County Commissioners, or to anyone else for his benefit any sum of money or other thing of value for aid in assistance in obtaining this contract; and
- (6) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

(Signature)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20____ via _____ physical presence or _____ online notarization.

S/he _____ is personally known to me or _____ has produced a _____ as identification and who did take an oath.

(Signature of Notary)

(Commission Number & Commission Expiration)

1310 FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION
(MUST BE COMPLETED AND SUBMITTED WITH BID)

STATE OF _____ COUNTY OF _____

Affiant, _____, being duly sworn,
deposes and says: I am the (title) _____ of
_____, the _____

corporation described in and which executed the foregoing bid; that I have been duly authorized to execute and did execute the foregoing bid pursuant to that authorization, and that the several matters therein stated are in all respects true.

BIDDER:

Print or Type Name of Entity

By: _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____

(name of officer or agent, title of officer or agent)

via _____ physical presence or _____ online notarization of _____
(name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(state or place of incorporation)

S/he _____ is personally known to me or _____ has produced a _____ as identification and did not take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires

1310 FORM OF AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP OR JOINT VENTURE
(MUST BE COMPLETED AND SUBMITTED WITH BID)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I
am a general/limited (*strike one*) partner in

_____, a General/Limited
Partnership or Joint Venture (*strike one*), described in and which executed the foregoing bid;
that I have been duly authorized to execute and did execute the foregoing bid pursuant to that
authorization, and that the several matters therein stated are in all respects true.

BIDDER:

Print or Type Name of Entity

By: _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by _____

(name of officer or agent, title of officer or agent)

via _____ physical presence or _____ online notarization of _____
(name of partnership/JV acknowledging)

a _____ partnership, on behalf of the partnership or joint venture.
(state or place of business)

S/he _____ is personally known to me or _____ has produced a _____ as
identification and did not take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires

1310 FORM OF AFFIDAVIT WHERE BIDDER IS A SOLE PROPRIETOR/INDIVIDUAL
(MUST BE COMPLETED AND SUBMITTED WITH BID)

STATE OF _____ COUNTY OF _____

_____, being duly sworn, deposes and says: I am the sole proprietor/individual doing business as _____, the bidder described in the foregoing bid and who executed the foregoing bid and that the several matters therein stated are in all respects true.

BIDDER:

Print or Type Name of Entity

By: _____
Signature Print or Type Name

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____

(name of officer or agent, title of officer or agent)

via _____ physical presence or _____ online notarization of _____

(name of sole proprietor acknowledging)

a _____ sole proprietor, on behalf of the sole proprietor.

(state or place of business)

S/he _____ is personally known to me or _____ has produced a _____ as identification and did not take an oath.

NOTARY:

Signature of Notary

Print or Type Name of Notary

Commission Number

Commission expires

1315 ORGANIZATIONAL STRUCTURE, CLAIMS, AND SUITS
(MUST BE COMPLETED AND SUBMITTED WITH BID)ORGANIZATIONBIDDER NAME, ADDRESS: _____

PHONE # _____

E-M AIL ADDRESS _____

Type of Business _____

How many years in business: _____.

How many years in business under the present business name: _____.

Under what other or former names has your organization
operated: _____

If a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice president's name(s): _____

Secretary's name: _____

Treasurer's name: _____

If a partnership or joint venture, answer the following:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partners: _____

If individually owned, answer the following:

Date of organization: _____

Name of owner: _____

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach details).

BIDDER NAME, ADDRESS: _____

Has your organization ever failed to complete any work awarded to it?

____NO____YES (details attached)

Are there any judgments, claims, and arbitration proceedings or suits pending or outstanding against your organization or officers?

____NO____YES (details attached)

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

____NO____YES (details attached)

Has your organization been named as a defendant or brought in as a party to any lawsuits within the last five (5) years? ____NO____YES (details attached)

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

____NO____YES (details attached)

[The remainder of this page left intentionally blank.]

1320 STATEMENT OF LICENSE CERTIFICATE
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Qualifying Firm Name _____

Authorized Firm Qualifying Licensed Person _____

FL General Contractor License # _____

Attach Copy of License

1325 SUBCONTRACTORS

List each subcontractor the bidder proposes to use in performing the Work, including survey and turbidity monitoring services. Describe the portion of the Work to be performed by each subcontractor.

Subcontractor, Address, Phone Number	Work to be Performed
1. <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>
2. <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>
3. <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>
4. <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>
5. <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div>

1330 QUESTIONNAIRE & REFERENCES FOR BIDDER EXPERIENCE

Provide complete information below for each question and provide three (3) reference construction projects of similar size and scope (work performed within last five (5) years). Projects similar in size and scope shall be projects involving grading and culvert replacement. Reference information must be current with the name and telephone number of a responsible entity for each project cited. References must apply to projects completed by the Bidder as Prime Contractor. Attach additional sheets as needed.

1. What is your experience in the replacement of driveways in an established neighborhood?

2. Have you ever de-mucked, excavated, and stabilized established stormwater ponds?

REFERENCE PROJECT 1:

NAME: _____

Contact: _____

Address: _____

City: _____

State: _____

Telephone: _____

Email: _____

Summary of work performed: _____

REFERENCE PROJECT 2:

Contact : _____

NAME: _____

Address: _____

City: _____

State: _____

Telephone: _____

Email: _____

Summary of work performed: _____

REFERENCE PROJECT 3:

NAME: _____

Contact: _____

Address: _____

City: _____

State: _____

Telephone: _____

Email: _____

Summary of work performed: _____

The undersigned guarantees the accuracy and truth of the information provided herein.

Bidder's Name:

By: _____, its _____
(name) (title)

Signature: _____

[The remainder of this page left intentionally blank.]

<p style="text-align: center;">1335 EQUIPMENT SCHEDULE (MUST BE COMPLETED AND SUBMITTED WITH BID)</p>
--

Provide a list of equipment to be delivered and used by bidder to perform the Work, including land-based earth-moving equipment, storage units, etc.

A copy of the documented inspection reports, including details of the qualifications and accreditations of the inspector, shall be provided at the time of bid.

Failure to submit this documentation at the time of bid may result in the disqualification of the Bidder.

1340 WORK PLAN
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Provide a brief description of the proposed methods of mobilization/demobilization, the development, use, and protection of access areas, the proposed placement of and the general sequence and schedule of operations to perform the Work. (Attach additional pages if desired).

1345 DRUG FREE WORKPLACE CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Identical Tie Bids: Preference shall be given to businesses with drug free workplace programs. If two or more bids are equal with respect to price, quantity, and service then a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if all or none of the tied vendors have or do not have a drug free workplace program (Florida Statutes Section 287.087). In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on or require 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.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

BIDDER:

Print or type name of entity

By: _____
Signature

Print or type name

Print or type title

Date

Drug Free Workplace Certification, page 2 of 2

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, via _____ physical presence or _____ online notarization, and who _____ is personally known to me or _____ who has produced a _____, as identification and who did (did not) take an oath and who acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC_____
Typed Name

Commission Expires: _____

[The remainder of this page left intentionally blank.]

1350 EQUAL EMPLOYMENT OPPORTUNITY
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Nassau County, FL is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F. R. 12319-15). Any bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(Signature of Bidder)

(Typed name of bidder)

Phone # _____ Fax # _____ e-mail _____

Address: _____

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause: YES _____ NO _____
2. Compliance Reports were required to be filed in connection with such contract or subcontract:
YES _____ NO _____

If YES, state what reports were filed and with what agency.

3. Bidder has filed all compliance reports due under applicable instructions:
YES _____ NO _____

If answer to Item 3 is NO, please explain in detail.

1355 PARTICIPATION IN E-VERIFY PROGRAM
(MUST BE COMPLETED AND SUBMITTED WITH BID)**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment “A”) attesting that the Contractor does not employ, contract with, or 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 (Attachment “B”) attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ATTACHMENT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (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 _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT "B"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

1360 SCRUTINIZED COMPANIES CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH BID)

(Florida Statutes, Section 287.135)

SOLICITATION NUMBER: BID NO. NC23-030-ITB

PROJECT NAME: **SPRING LAKE ESTATES DRAINAGE PROJECT**

The undersigned, as _____ of _____
(the "Contractor"), a _____, hereby certifies the following to the Board of
County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida,
by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section
287.135:

- (i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, and
 - (ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List
- (as both such lists are created pursuant to Florida Statutes, Section 215.473); and
- (iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba and Syria; and
 - (iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria; and
 - (v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting false certification to the County regarding the foregoing matters; and
 - (vi) the undersigned ~~is~~ is duly authorized to execute this Certification.

ATTEST:

As to Contractor Name

(Signature)

(Print or Type Name)

Date: _____

Seal: _____

CONTRACTOR

(Contractor Name)

By: _____
(Signature)

Its _____
(Title of Authorized Representative)

(Print or Type Name)

Date: _____

1365 BIDDER CHECKLIST (MUST BE COMPLETED AND SUBMITTED WITH BID)
--

Failure to submit the documents below shall result in the Bidder being deemed by the County as an unresponsive bidder.

All Bidders must acknowledge they have submitted the documents below with the Bid.

- _____ 1200 Submitted Bid Form and Acknowledgement of Addenda
- _____ 1300 Bid Bond
- _____ 1305 Fair Practices Affidavit
- _____ 1310 Affidavit of Organization
- _____ 1315 Organizational Structure, Claims, and Suits
- _____ 1320 Statement of License Certificate
- _____ 1325 Subcontractors
- _____ 1330 Questionnaire & References for Bidder Experience
Bidders must provide answers for Q1 through Q5; provide three (3) reference projects; and sign acknowledgement
- _____ 1335 Equipment Schedule
Bidders must submit a list of equipment to be delivered and used to perform the Work including, land-based earth-moving equipment, storage units, etc.;
- _____ 1340 Work Plan
Bidders must submit a brief description of the proposed methods of mobilization/demobilization, the development, use, and protection of access areas, the proposed placement of pipelines and boosters (if used) and the general sequence and schedule of operations to perform the Work.
- _____ 1345 Drug-Free Workplace Certification
- _____ 1350 Equal Employment Opportunity
- _____ 1355 Participation in E-Verify Program
- _____ 1360 Scrutinized Companies Certification
- _____ 1365 Checklist

**STATEMENT OF NO BID
BID NO. NC23-030R-ITB**

If you do not intend to submit a bid, please complete the information below and return this form via the County's vendor portal or via email to procurement@nassaucountyfl.com.

Nassau County
Procurement
96135 Nassau Place, Ste. 2
Yulee, Florida 32097

- | | |
|--|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Unable to meet specifications |
| <input type="checkbox"/> Schedule would not permit us to perform | <input type="checkbox"/> Do not offer this product/service |
| <input type="checkbox"/> Specifications unclear | <input type="checkbox"/> Other (please specify below) |

Company Name: _____ Date: _____

Signature: _____

Telephone Number: _____

E-Mail address _____

**PERFORMANCE BOND
BID NO. NC23-030R-ITB**

Bond # _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal, and _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the Board of County Commissioners of Nassau County, Florida, as Obligee (hereinafter referred to as Owner) in the sum of _____ dollars (\$ _____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20__, with Owner for the **Spring Lake Estates Drainage Project**, in accordance with drawings and specifications which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Owner any and all losses, damages, costs and attorneys' fees that Owner sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise, it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the one (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Owner for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Owner.

Performance Bond – Page 2 of 3

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

*Signed, sealed, and delivered
in the presence of:*

PRINCIPAL:

By: _____

Name: _____

Its: _____

Witnesses as to Principal

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____

(name of officer or agent, title of officer or agent)

via _____ physical presence or _____ online notarization of _____

(name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.

(state or place of incorporation)

S/he _____ is personally known to me or _____ has produced a _____ as identification and did not take an oath.

My Commission Expires:

(Signature)

Name: _____

ATTEST:

SURETY: _____

(Printed Name)

(Business Address)

Witness

(Authorized Signature)

Witnesses as to Surety

(Printed Name)

Performance Bond – Page 3 of 3

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____

(name of officer or agent, title of officer or agent)

via _____ physical presence or _____ online notarization of _____
(name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.

(state or place of incorporation)

S/he _____ is personally known to me or _____ has produced a _____ as identification and did not take an oath.

My Commission Expires:

(Signature)

Name: _____

APPROVED as to form:

BY: _____

DENISE C. MAY, COUNTY ATTORNEY

LABOR & MATERIAL PAYMENT BOND
BID NO. NC23-030R-ITB

Bond # _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____,
 _____, as Principal, and
 _____, a surety
 insurer chartered and existing under the laws of the State of _____ and
 authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the
 Board of County Commissioners of Nassau County, Florida, as Obligee (hereinafter referred to
 as Owner), in the sum of _____
 _____ dollars (\$_____), for
 the payment whereof we bind ourselves, our heirs, executors, personal representatives,
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the _____ day
 of _____, 20_, with Owner for the **Spring Lake Estates Drainage Project**, in
 accordance with drawings and specifications which contract is by reference made a part hereof,
 and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20 , between Principal and Owner for
 construction of **Spring Lake Estates Drainage Project**, the contract being made a
 part of this bond by reference, at the times and in the manner prescribed in the
 contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida
 Statutes, supplying Principal with labor, materials, or supplies, used directly or
 indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including
 appellate proceedings, that the Owner sustains because of a default by Principal under
 the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the
 time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance
 with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any
 formalities connected with the said Contract or alterations which may be made in the
 terms of the said Contract, or in the work to be done under it, or the giving by the County

of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____.

*Signed, sealed and delivered
in the presence of:*

PRINCIPAL:

By: _____

Witness as to Principal

Name: _____

Its: _____

Witness as to Principal

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____

(name of officer or agent, title of officer or agent)

via _____ physical presence or _____ online notarization of _____

(name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.

(state or place of incorporation)

S/he _____ is personally known to me or _____ has produced a _____ as identification and did not take an oath.

My Commission Expires:

(Signature)

Name: _____

Payment Bond – Page 3 of 3

ATTEST:

SURETY: _____
(Printed Name)_____
(Business Address)_____
Witness as to Surety_____
(Authorized Signature)_____
Witness as to Surety_____
(Printed Name)

OR

Witness as to Attorney in Fact_____
As Attorney In Fact (Attach Power)_____
Witness as to Attorney in Fact_____
(Business Address)_____
(Printed Name)_____
(Telephone Number)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

Notary Public, State of _____

APPROVED as to form:

BY: _____

DENISE C. MAY, COUNTY ATTORNEY

AFFIDAVIT

(MUST BE COMPLETED AND SUBMITTED WITH CONTRACT)

STATE OF _____ COUNTY OF _____.

Affiant, _____ makes oath that he/she is
the _____ (attorney in fact or
agent) of _____ (surety) on the
attached Contract dated _____, 20____, executed by
_____ (Contractor).

Affiant further deposes and says that no officer, official, or employee of the Owner or Engineer has any interest directly or indirectly, or is receiving any premium, commission fee, or other thing of value on account of the same or furnishing of the bond, undertaking, or contract of indemnity, guaranty, or suretyship in connection with the above-mentioned Contract.

Signed _____

Subscribed and sworn to before me

This _____ day of _____, 20____ via _____ physical presence or
____ online notarization.

NOTARY:

Signature of Notary_____
Print or Type Name of Notary_____
Commission Number_____
Commission expires

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
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www.asce.org

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**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

[Remainder of the page intentionally blank.]

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. Before any Work at the Site is started, Contractor shall deliver to the Owner, certificates of insurance that Contractor is required to purchase and maintain in accordance with Article 5.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

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

2.06 Electronic Transmittals

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in

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

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

3.04 Requirements of the Contract Documents

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

3.05 Reuse of Documents

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**4.01** *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal or adverse weather conditions. On the 21st of each month, or the next following business day, the Contractor shall submit to the Owner and Engineer a request for weather days. Failure to submit the request forfeits the right to claim weather days for that period and any previous period. The Owner will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:
 - a. The Contractor being unable to work at least 50% of the normal 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.

- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary, issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility

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

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

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

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

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

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

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

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

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

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

6.02 Insurance—General Provisions

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

- policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain, and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

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

6.03 Contractor's Insurance

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

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

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

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

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

7.02 Supervision and Superintendence

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

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

7.06 Substitutes

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

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations. Contractor shall also cause all Subcontractors to comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations bearing on the conduct of Work.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all

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

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

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

7.14 Hazard Communication Programs

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

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

1. *Shop Drawings*

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

2. *Samples*

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

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

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

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

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable. Five (5) percent of the Contract Price is given as consideration for this indemnification.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18 shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants, and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. Neither Contractor nor Owner shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or any right, title, or interest therein, or any obligations thereunder, without written consent of the other party.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications,

certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

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

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

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

- Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damage, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**10.01 Owner's Representative**

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

10.02 Visits to Site

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

10.03 Resident Project Representative

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

10.04 Engineer's Authority

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

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT**11.01 *Amending and Supplementing the Contract***

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

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

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

11.04 Field Orders

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

11.05 Owner-Authorized Changes in the Work

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

11.06 Unauthorized Changes in the Work

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

11.07 Change of Contract Price

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

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

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

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

B. *Change Proposal Procedures*

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

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

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

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 Claims

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

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

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

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

13.01 Cost of the Work

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

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

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

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

c. Construction Equipment Rental

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

D. *Contractor's Fee*

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

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

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary

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

E. Adjustments in Unit Price

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

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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

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

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

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

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

14.03 Defective Work

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

14.04 Acceptance of Defective Work

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

14.05 Uncovering Work

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

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

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

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

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

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

15.01 Progress Payments

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

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application or direct Engineer to present the Application to Owner with Engineer's recommendation of partial payment.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules and the Contract Documents, that to the best of Engineer's knowledge, information, and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- d. Contractor's other obligations under the Contract Documents have been fulfilled.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (setoffs) 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 setoffs) 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 (setoffs) 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 setoffs 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 with the Work and for every act of Owner and others relating to or arising out of the Work. Any payment, however, final or otherwise, shall not release Contractor or Contractor's Surety(ies) from any obligations under the Contract Documents or Bonds.~~

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

15.07 Waiver of Claims

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

15.08 Correction Period

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

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

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

16.02 Owner May Terminate for Cause

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

any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

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

16.03 Owner May Terminate for Convenience

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

16.04 Contractor May Stop Work or Terminate

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

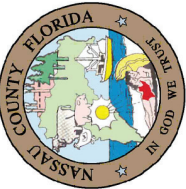
- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

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

Appendix A

Construction Plans & Project Data



INDEX OF ROADWAY PLANS

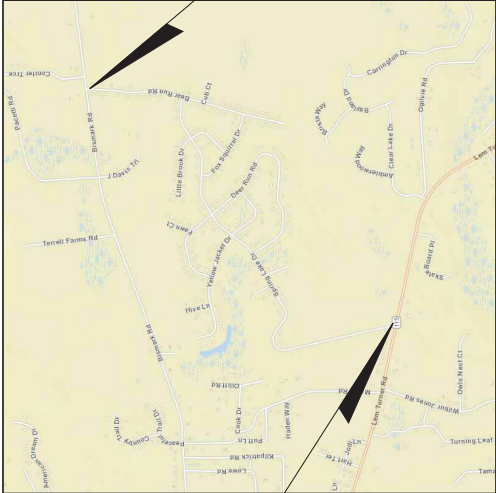
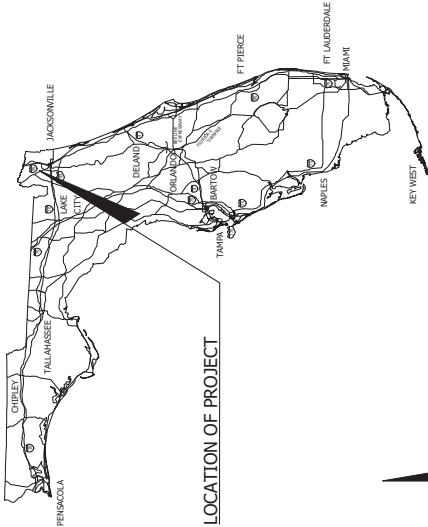
SHEET NO.	SHEET DESCRIPTION
C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	KEY SHEET
C-4 TO C-5	PIPE TABLE SUMMARY
S-1 TO S-16	PLAN SHEETS
S-17 TO S-18	SECTIONAL DETAILS
D-1 TO D-2	DETAILS

NASSAU COUNTY ENGINEERING

CONTRACT PLANS

SPRING LAKE ESTATES
DRAINAGE IMPROVEMENTS

DRAINAGE PLANS



BEGIN PROJECT

END PROJECT

FINAL SET-03/07/2023

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

*THESE PLANS WERE PREPARED WITHOUT THE BENEFIT OF A SURVEY

BOARD OF COUNTY COMMISSIONERS

JOHN F. MARTIN - DISTRICT 1
A.M. "HUPP" HUPPMANN- DISTRICT 2
JEFF GRAY - DISTRICT 3
ALYSON R. MCCULLOUGH- DISTRICT 4
KLYNT A. FARMER - DISTRICT 5

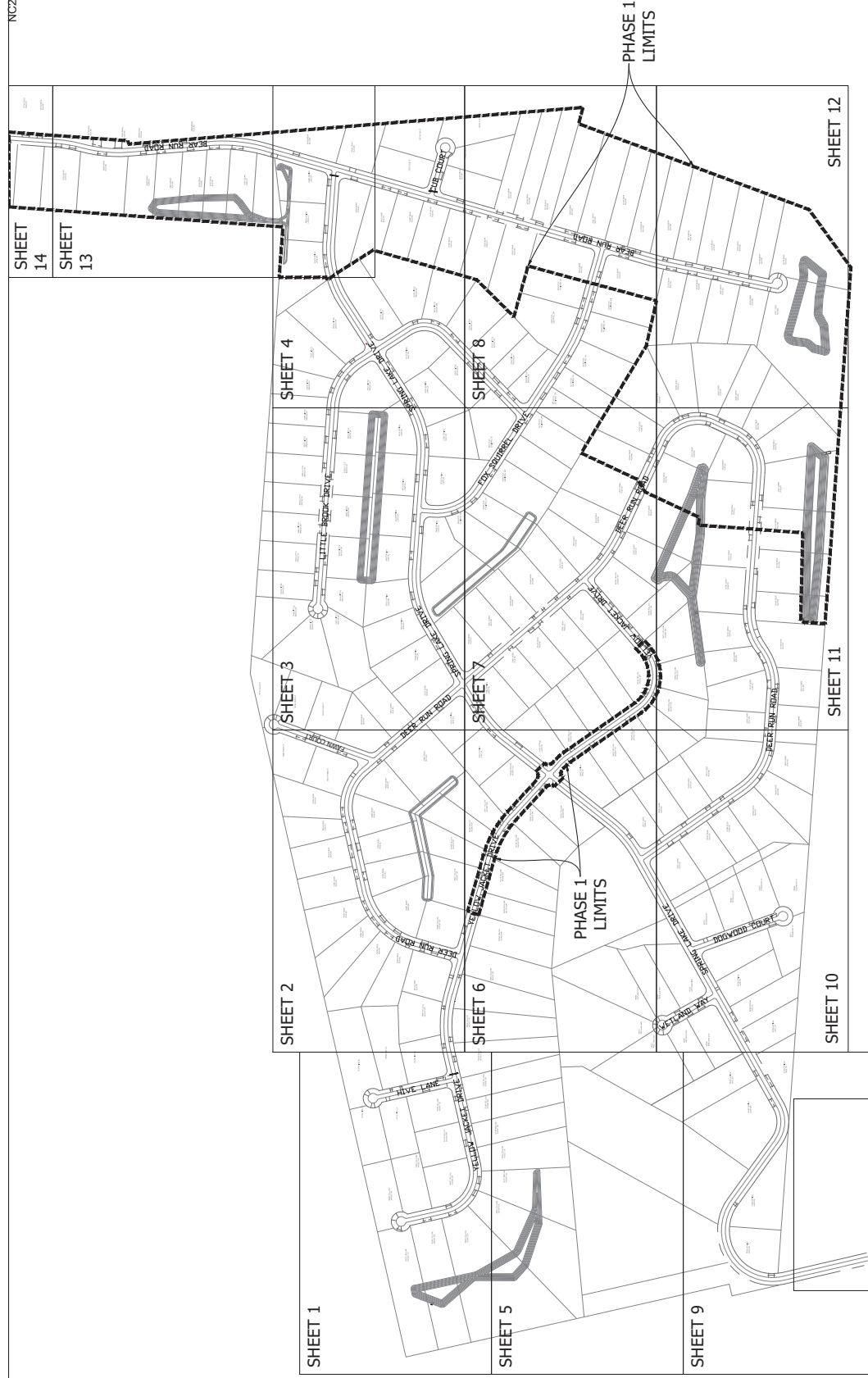
LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	30,528	5.78
BRIDGES	N/A	N/A
NET LENGTH OF PROJECT	30,528	5.78

DRAINAGE PLANS
ENGINEERS OF RECORD: KATIE PEAY, PE CFM

P.E. NO.: 87278

NASSAU COUNTY PROJECT MANAGER: KATIE PEAY, PE CFM

GENERAL NOTES:										REVISIONS										PLANS PREPARED BY:										ENGINEER OF RECORD:										GENERAL NOTES										SHEET 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PIPE SCHEDULE															
PIPE #	EXISTING MATERIAL	EXISTING SIZE	PROPOSED MATERIAL	PROPOSED SIZE	LENGTH (FT)	PIPE SCHEDULE					SLOPE	EXISTING COVER (IN)	PROPOSED COVER (IN)	END TREATMENT	NOTES
						N	S	E	W						
P-001	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-002	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-003	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-004	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-005	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-006	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-007	CMP	13x15	REP	14x23	24	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-008	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-009	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-010	CMP	15	REP	30	40	20.16	13.74	-	-	-	1.05%	14	-	SAND BACK FILL	REPLACE AT NEW INVERT
P-011	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-012	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-013	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-014	CMP	15	REP	14x23	24	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-015	CMP	15	REP	14x23	24	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-016	CMP	15	REP	14x23	24	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-017	CMP	15	REP	14x23	24	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-018	CMP	13x17	REP	14x23	36	21.19	21.81	-	-	-	0.13%	1	-	NONE	REPLACE AT NEW INVERT
P-019	CMP	13x17	REP	14x23	36	21.19	21.81	-	-	-	0.13%	1	-	NONE	REPLACE AT NEW INVERT
P-020	CMP	23x15	HOPE	-	-	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-021	CMP	23x15	HOPE	-	-	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-022	CMP	23x15	HOPE	-	-	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-023	CMP	23x15	REP	14x23	24	20.95	20.90	-	-	-	0.02%	9	-	SAND BACK FILL	REPLACE DUE TO CONDITION
P-024	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-025	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-026	CMP	23x15	REP	14x23	40	21.62	21.76	-	-	-	0.15%	6	-	METS	REPLACE AT NEW INVERT
P-027	CMP	23x15	REP	14x23	40	21.62	21.76	-	-	-	0.15%	6	-	METS	REPLACE AT NEW INVERT
P-028	CMP	23x15	REP	14x23	40	21.62	21.76	-	-	-	0.15%	6	-	METS	REPLACE AT NEW INVERT
P-029	CMP	23x15	REP	14x23	40	21.62	21.76	-	-	-	0.15%	6	-	METS	REPLACE AT NEW INVERT
P-030	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-031	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-032	UP	18	REP	14x23	20	DISTING	-	-	-	-	0.75%	1	12 (IN)	NONE	REPLACE DUE TO CONDITION
P-033	UP	18	REP	14x23	20	DISTING	-	-	-	-	0.75%	1	12 (IN)	NONE	REPLACE DUE TO CONDITION
P-034	UP	18	REP	14x23	20	DISTING	-	-	-	-	0.75%	1	12 (IN)	NONE	REPLACE DUE TO CONDITION
P-035	UP	18	REP	14x23	20	DISTING	-	-	-	-	0.75%	1	12 (IN)	NONE	REPLACE DUE TO CONDITION
P-036	UP	18	REP	14x23	20	DISTING	-	-	-	-	0.75%	1	12 (IN)	NONE	REPLACE DUE TO CONDITION
P-037	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-038	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-039	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-040	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-041	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-042	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-043	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-044	CMP	23x15	REP	14x23	24	20.95	20.91	-	-	-	0.02%	6	-	NONE	REPLACE AT NEW INVERT
P-045	CMP	23x15	REP	14x23	24	20.95	20.91	-	-	-	0.02%	6	-	NONE	REPLACE AT NEW INVERT
P-046	CMP	23x15	REP	14x23	24	20.95	20.91	-	-	-	0.02%	6	-	NONE	REPLACE AT NEW INVERT
P-047	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-048	CMP	13x17	HOPE	18	32	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-049	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-050	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-051	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-052	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-053	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-054	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-055	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-056A	CMP	26x20	REP	18x30	24	19.20	19.17	-	-	-	0.04%	16	-	METS	REPLACE AT NEW INVERT
P-056B	CMP	26x20	REP	18x30	24	19.20	19.17	-	-	-	0.04%	16	-	METS	REPLACE AT NEW INVERT
P-057	CMP	13x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-058	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-059	CMP	26x20	HOPE	24	30	18.58	18.53	-	-	-	0.02%	16	-	METS	REPLACE AT NEW INVERT
P-060	CMP	26x20	HOPE	24	30	18.47	18.41	-	-	-	0.02%	16	-	METS	REPLACE AT NEW INVERT
P-061	CMP	26x20	HOPE	24	30	18.47	18.41	-	-	-	0.02%	16	-	METS	REPLACE AT NEW INVERT
P-062	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-063	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-064	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-065	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-066	CMP	26x20	HOPE	24	40	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-067	CMP	13x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-068	CMP	23x15	HOPE	18	26	20.01	20.53	-	-	-	0.05%	12	-	NONE	REPLACE DUE TO CONDITION
P-069	CMP	23x15	HOPE	18	26	20.01	20.53	-	-	-	0.05%	12	-	NONE	REPLACE DUE TO CONDITION
P-070	CMP	23x15	HOPE	18	26	20.01	20.53	-	-	-	0.05%	12	-	NONE	REPLACE DUE TO CONDITION
P-071	CMP	13x17	REP	14x23	36	21.19	21.81	-	-	-	0.06%	12	-	NONE	REPLACE DUE TO CONDITION
P-072	CMP	13x17	REP	14x23	36	21.19	21.81	-	-	-	0.06%	12	-	NONE	REPLACE DUE TO CONDITION
P-073	CMP	13x17	REP	14x23	36	21.19	21.81	-	-	-	0.06%	12	-	NONE	REPLACE DUE TO CONDITION
P-074	CMP	35x24	REP	24x38	30	17.73	17.86	-	-	-	0.07%	16	-	METS	REPLACE AT NEW INVERT
P-075	CMP	35x24	REP	24x38	30	17.73	17.86	-	-	-	0.07%	16	-	METS	REPLACE AT NEW INVERT
P-076	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-077	CMP	23x15	HOPE	18	30	DISTING	-	-	-	-	-	-	12 (IN)	TIME-HAY	REPLACE DUE TO CONDITION
P-078	CMP	26x20	REP	18x30	24	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-079	CMP	26x20	REP	18x30	24	-	-	-	-	-	-	-	-	NONE	REPLACE AT NEW INVERT
P-080	CMP	23x15	HOPE	18	24	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-081	CMP	15	HOPE	18	24	DISTING	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-082	CMP	15	HOPE	18	24	DISTING	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-083	CMP	23x15	REP	18	24	DISTING	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-084	CMP	15	HOPE	18	24	DISTING	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-085	CMP	23x15	REP	14x23	24	20.95	20.90	-	-	-	0.02%	9	-	SAND BACK FILL	REPLACE DUE TO CONDITION
P-086	CMP	23x15	REP	14x23	24	20.95	20.90	-	-	-	0.02%	9	-	SAND BACK FILL	REPLACE DUE TO CONDITION
P-087	CMP	18	REP	24	40	DISTING	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-088	CMP	23x15	-	-	-	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-089	CMP	23x15	-	-	-	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-090	CMP	23x15	-	-	-	-	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-091	CMP	13x17	REP	14x23	20	21.17	21.09	-	-	-	0.04%	1	-	PAVED SHOULDER	REPLACE DUE TO CONDITION
P-092	CMP	13x17	REP	14x23	20	21.17	21.09	-	-	-	0.04%	1	-	PAVED SHOULDER	REPLACE DUE TO CONDITION
P-093	CMP	13x17	REP	14x23	20	21.17	21.09	-	-	-	0.04%	1	-	PAVED SHOULDER	REPLACE DUE TO CONDITION
P-094	CMP	23x15	REP	14x23	24	DISTING	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-095	CMP	23x15	REP	14x23	24	DISTING	-	-	-	-	-	-	-	NONE	REPLACE DUE TO CONDITION
P-096	CMP	13x17	REP	14x23	36	21.19	21.81	-	-	-	0.06%	12	-	NONE	REPLACE DUE TO CONDITION
P-097	CMP	13x17	REP	14x23	36	21.19	21.81	-	-	-	0.06%	12	-	NONE	REPLACE DUE TO CONDITION

NASSAU COUNTY ENGINEERING SERVICES 96161 NASSAU PLACE YULEE, FL 32097 (904) 530-6225	NASSAU COUNTY PROJECT MANAGER: KATIE PEAY, PE DATE: 02/21/2023 BY: KP	ENGINEER OF RECORD:  KATIE PEAY, PE 96161 NASSAU PLACE YULEE, FL 32097
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PIPE TABLE SUMMARY	SHEET NO.
	PRELIMINARY LAYOUT PLANS FOR: SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS C-4 137

PIPE SCHEDULE										
PIPE #	EXISTING MATERIAL	EXISTING SIZE	PROPOSED MATERIAL	PROPOSED LENGTH	INVERT E	W	EXISTING SLOPE	EXISTING COVER	END TREATMENT	NOTES
P-187	CMP	15	RCP	40	20.32	20.30	0.06%	11	NOPE	REPLACE AT NEW INVERT
P-188	CMP	13x15	RCP	18	20.32	20.30	0.06%	11	MES	REPLACE AT NEW INVERT
P-189	CMP	13x17	RCP	18	20.32	20.30	0.06%	28	SAND BAG HW	REPLACE AT NEW INVERT
P-190	CMP	13x17	RCP	4	EXISTING	EXISTING	-	13 (H/L)	NOPE	REPLACE DUE TO CONDITION
P-201	CMP	13x17	RCP	4	EXISTING	EXISTING	-	7	NOPE	REPLACE DUE TO CONDITION
P-202	CMP	13x17	RCP	4	EXISTING	EXISTING	-	4	NOPE	REPLACE DUE TO CONDITION
P-203	CMP	13x17	RCP	4	EXISTING	EXISTING	-	7	NOPE	REPLACE DUE TO CONDITION
P-204	CMP	13x15	RCP	18	19.61	19.55	-	11	NOPE	REPLACE DUE TO CONDITION
P-205	CMP	13x15	RCP	18	19.61	19.55	-	12	NOPE	REPLACE AT NEW INVERT
P-206	CMP	13x15	RCP	4	19.68	19.62	-	8	NOPE	REPLACE AT NEW INVERT
P-207	CMP	13x15	RCP	18	19.68	19.62	-	8	NOPE	REPLACE AT NEW INVERT
P-208	CMP	13x15	RCP	15	19.65	19.59	-	11	NOPE	REPLACE AT NEW INVERT
P-209	CMP	13x15	RCP	18	19.15	19.09	-	17	CONCRETE HW	REPLACE AT NEW INVERT
P-210	CMP	13x15	RCP	4	19.29	19.23	-	6	NOPE	REPLACE AT NEW INVERT
P-211	CMP	13x15	RCP	18	19.29	19.23	-	6	MES	REPLACE AT NEW INVERT
P-212	CMP	13x15	RCP	18	19.62	19.56	-	14	CONCRETE HW	REPLACE AT NEW INVERT
P-213	CMP	13x15	RCP	18	18.35	18.41	0.25%	12	CONCRETE HW	REPLACE AT NEW INVERT
P-214	CMP	13x17	RCP	18	18.35	18.41	0.25%	12	CONCRETE HW	REPLACE AT NEW INVERT
P-215	CMP	13x17	RCP	18	18.35	18.41	0.25%	12	CONCRETE HW	REPLACE AT NEW INVERT
P-216	CMP	13x15	RCP	4	17.82	17.88	0.25%	10	NOPE	REPLACE AT NEW INVERT
P-217	CMP	13x15	RCP	18	18.13	18.19	0.25%	13	NOPE	REPLACE AT NEW INVERT
P-218	CMP	13x15	RCP	18	18.13	18.19	0.25%	13	NOPE	REPLACE AT NEW INVERT
P-219	CMP	13x15	RCP	18	18.13	18.19	0.25%	13	NOPE	REPLACE AT NEW INVERT
P-220	CMP	13x15	RCP	18	18.13	18.19	0.25%	13	NOPE	REPLACE AT NEW INVERT
P-221	CMP	13x15	RCP	18	18.13	18.19	0.25%	13	NOPE	REPLACE AT NEW INVERT
P-222	CMP	13x15	RCP	18	17.80	17.86	0.25%	19	NOPE	REPLACE AT NEW INVERT
P-223	CMP	13x15	RCP	18	20.01	20.05	0.20%	21	CONCRETE HW	REPLACE AT NEW INVERT
P-224	CMP	13x15	RCP	4	20.01	20.05	0.20%	5	NOPE	REPLACE AT NEW INVERT
P-225	CMP	13x15	RCP	4	EXISTING	EXISTING	-	13	NOPE	REPLACE AT NEW INVERT
P-226	CMP	13x15	RCP	4	EXISTING	EXISTING	-	8	NOPE	REPLACE AT NEW INVERT
P-227	CMP	13x15	RCP	18	EXISTING	EXISTING	-	17	NOPE	REPLACE AT NEW INVERT
P-228	CMP	13x15	RCP	4	EXISTING	EXISTING	-	7	NOPE	REPLACE AT NEW INVERT
P-229	CMP	13x15	RCP	4	EXISTING	EXISTING	-	11	NOPE	REPLACE AT NEW INVERT
P-230	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-231	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-232	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-233	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-234	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-235	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-236	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-237	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-238	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-239	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-240	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-241	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-242	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-243	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-244	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-245	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-246	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-247	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-248	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-249	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-250	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-251	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-252	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-253	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-254	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-255	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-256	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-257	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-258	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-259	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-260	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-261	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-262	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-263	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-264	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-265	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-266	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-267	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-268	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-269	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-270	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-271	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-272	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-273	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-274	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT
P-275	CMP	13x15	RCP	18	18.32	18.25	-	12	NOPE	REPLACE AT NEW INVERT

PLANS PREPARED BY:



NASSAU COUNTY
ENGINEERING SERVICES, INC.
9661 NASSAU PLACE
SUITE 200
YULEE, FL 32097
(904) 530-6225

NASSAU COUNTY PROJECT MANAGER:



WATIE PRAY, PE
MANAGER
DATE: 02/21/2023 BY: KP

ENGINEER OF RECORD:



WATIE PRAY, PE
9661 NASSAU PLACE
YULEE, FL 32097

PIPE TABLE SUMMARY

PRELIMINARY LAYOUT PLANS FOR:

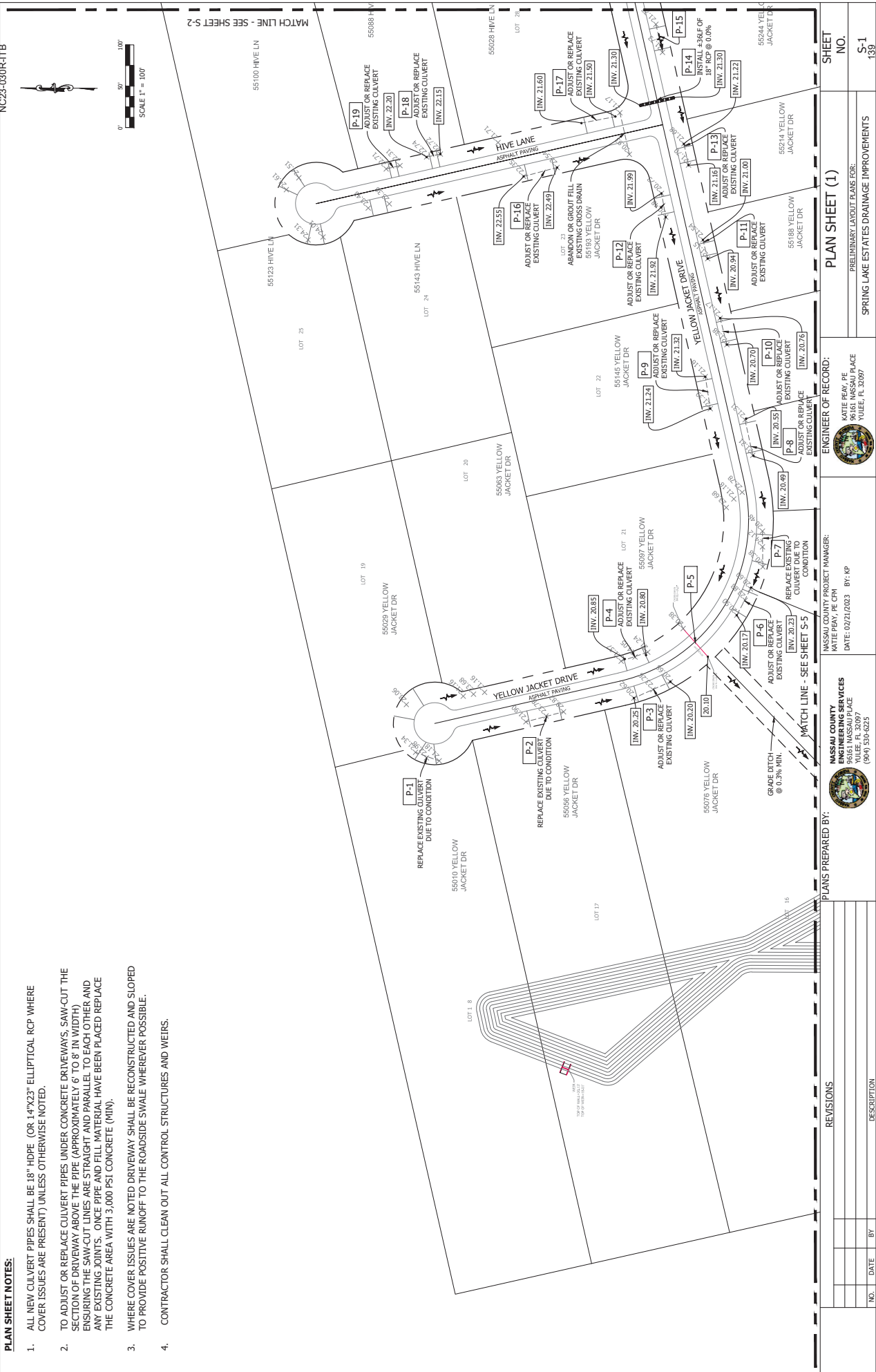
SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS

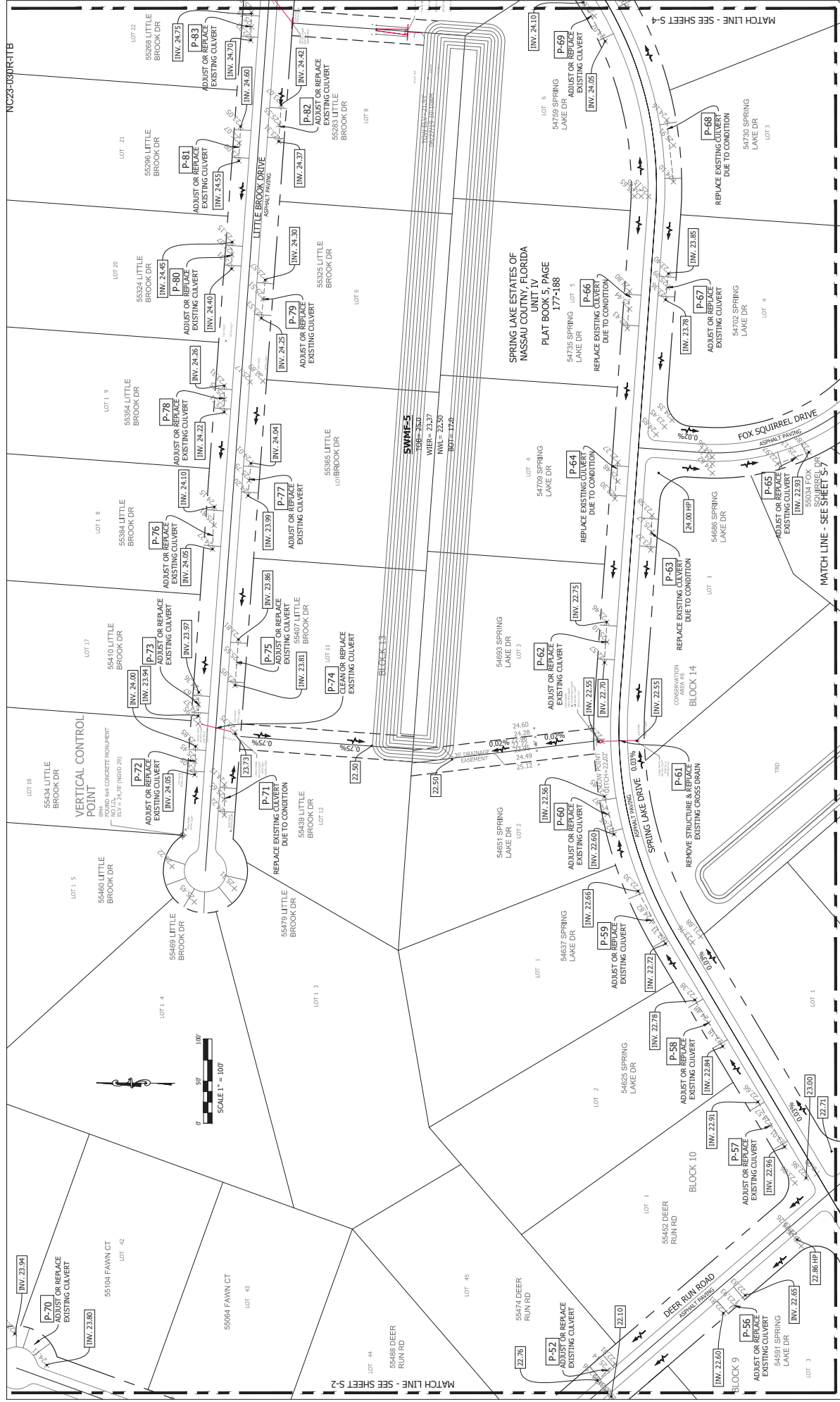
SHEET NO.

C-5
138

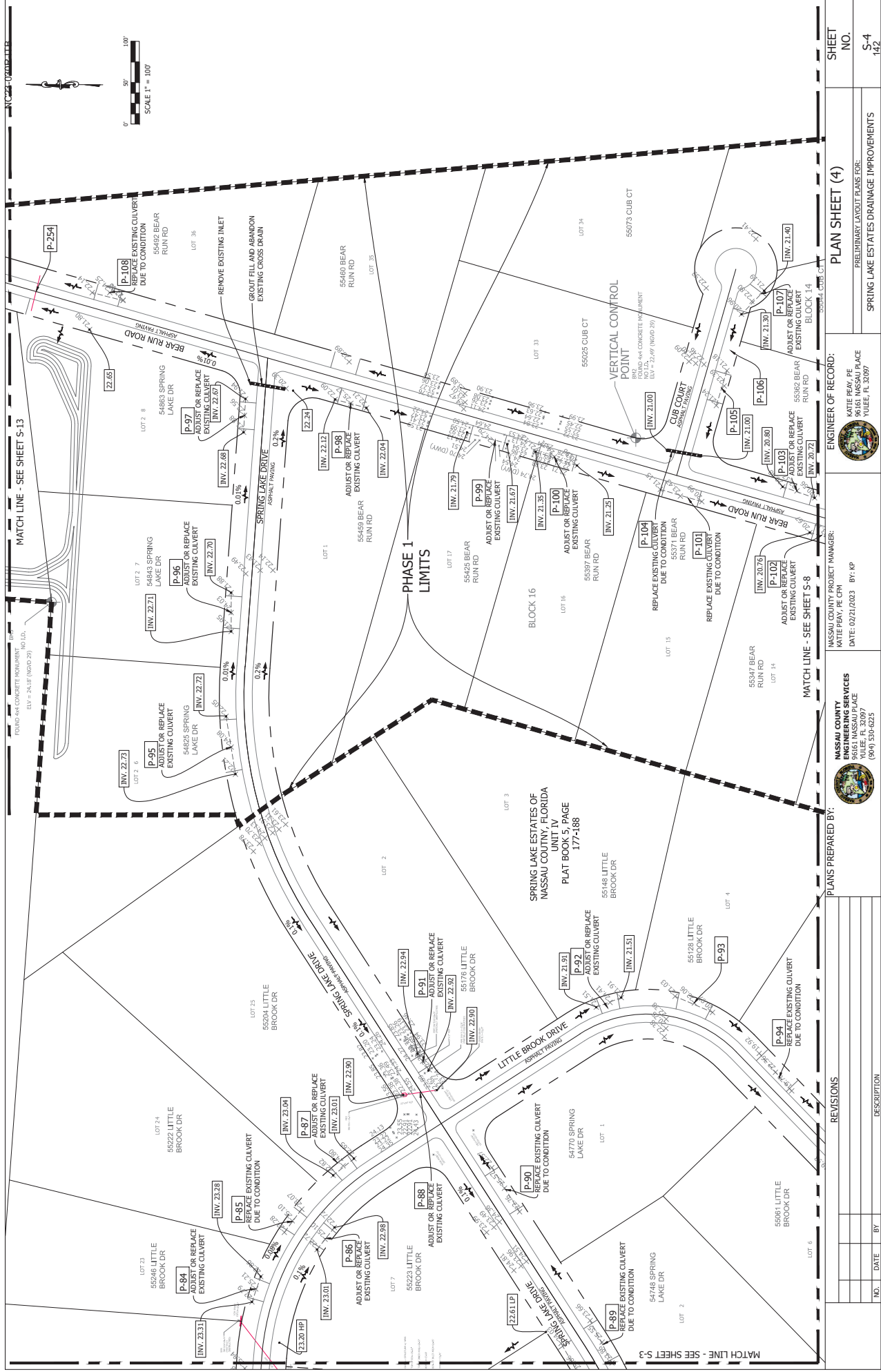
PLAN SHEET NOTES:

1. ALL NEW CULVERT PIPES SHALL BE 18" HDPE (OR 14"x23" ELLIPTICAL RCP WHERE COVER ISSUES ARE PRESENT) UNLESS OTHERWISE NOTED.
2. TO ADJUST OR REPLACE CULVERT PIPES UNDER CONCRETE DRIVEWAYS, SAW-CUT THE SECTION OF DRIVEWAY ABOVE THE PIPE (APPROXIMATELY 6' TO 8' IN WIDTH) ENSURING THE SAW-CUT LINES ARE STRAIGHT AND PARALLEL TO EACH OTHER AND ANY EXISTING JOINTS. ONCE PIPE AND FILL MATERIAL HAVE BEEN PLACED REPLACE THE CONCRETE AREA WITH 3,000 PSI CONCRETE (MIN).
3. WHERE COVER ISSUES ARE NOTED DRIVEWAY SHALL BE RECONSTRUCTED AND SLOPED TO PROVIDE POSITIVE RUNOFF TO THE ROADSIDE SWALE WHEREVER POSSIBLE.
4. CONTRACTOR SHALL CLEAN OUT ALL CONTROL STRUCTURES AND WEIRS.



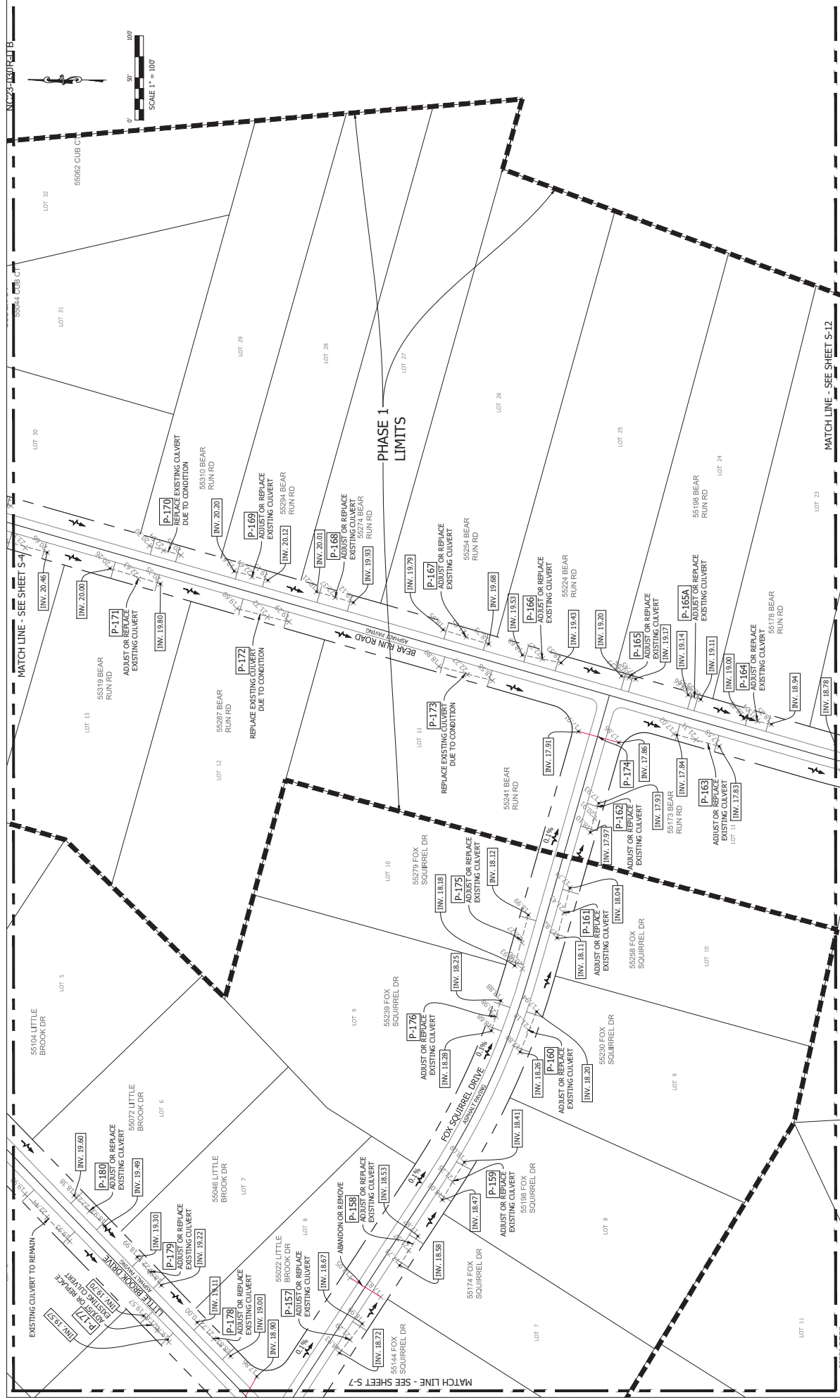


				PLANS PREPARED BY:		<div><div>NASSAU COUNTY ENGINEERING SERVICES 96161 NASSAU PLACE YULEE, FL 32097 (904) 530-6225</div></div>		NASSAU COUNTY PROJECT MANAGER: KATIE PEAY, PE CFM DATE: 02/21/2023 BY: KP 96161 NASSAU PLACE YULEE, FL 32097		ENGINEER OF RECORD: <div><div>KATIE PEAY, PE 96161 NASSAU PLACE YULEE, FL 32097</div></div>		PLAN SHEET (3)		SHEET NO.	
										PRELIMINARY LAYOUT PLANS FOR:					
										SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS		S-3			
												141			



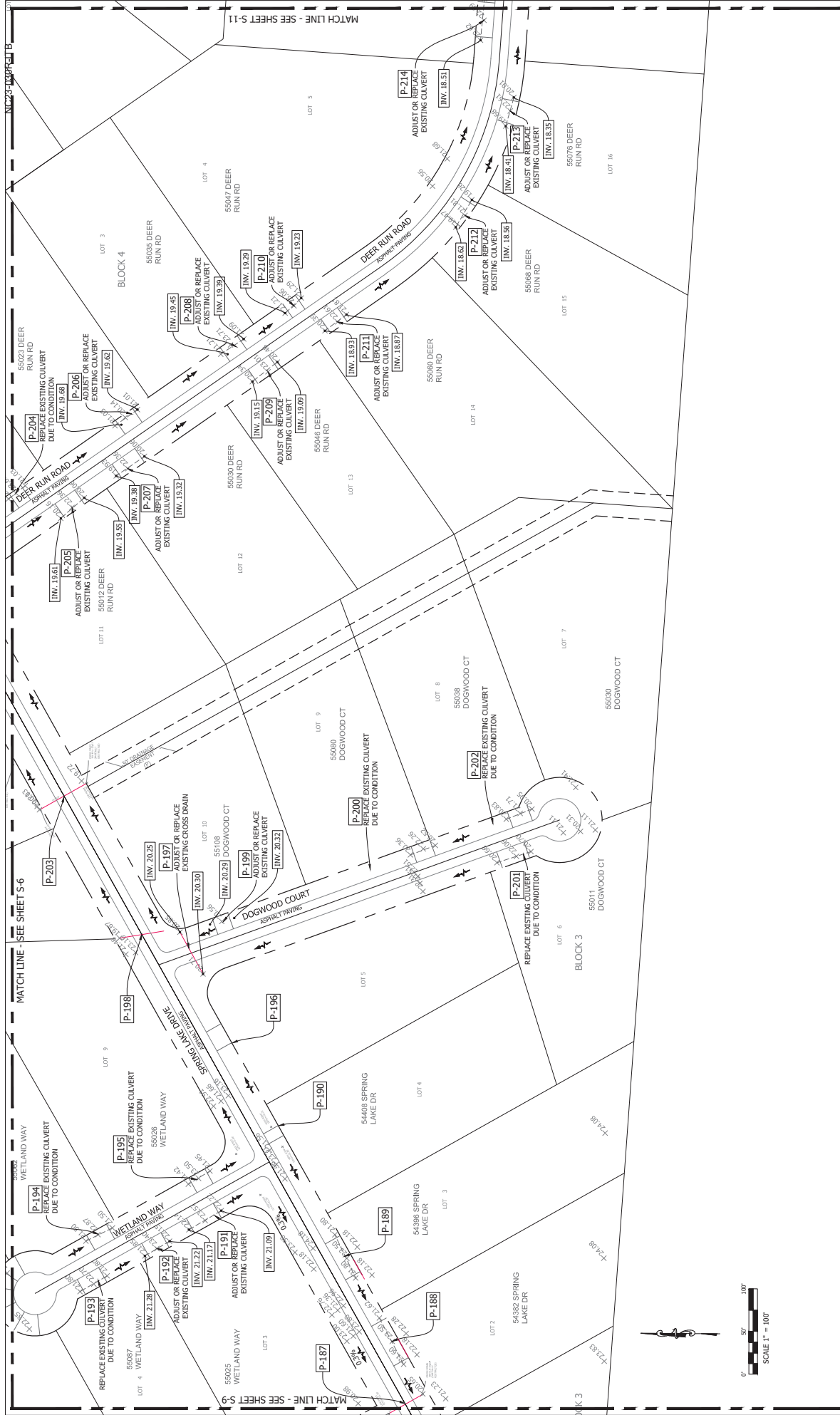
SHEET

PRELIMINARY LAYOUT PLANS FOR:
SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS

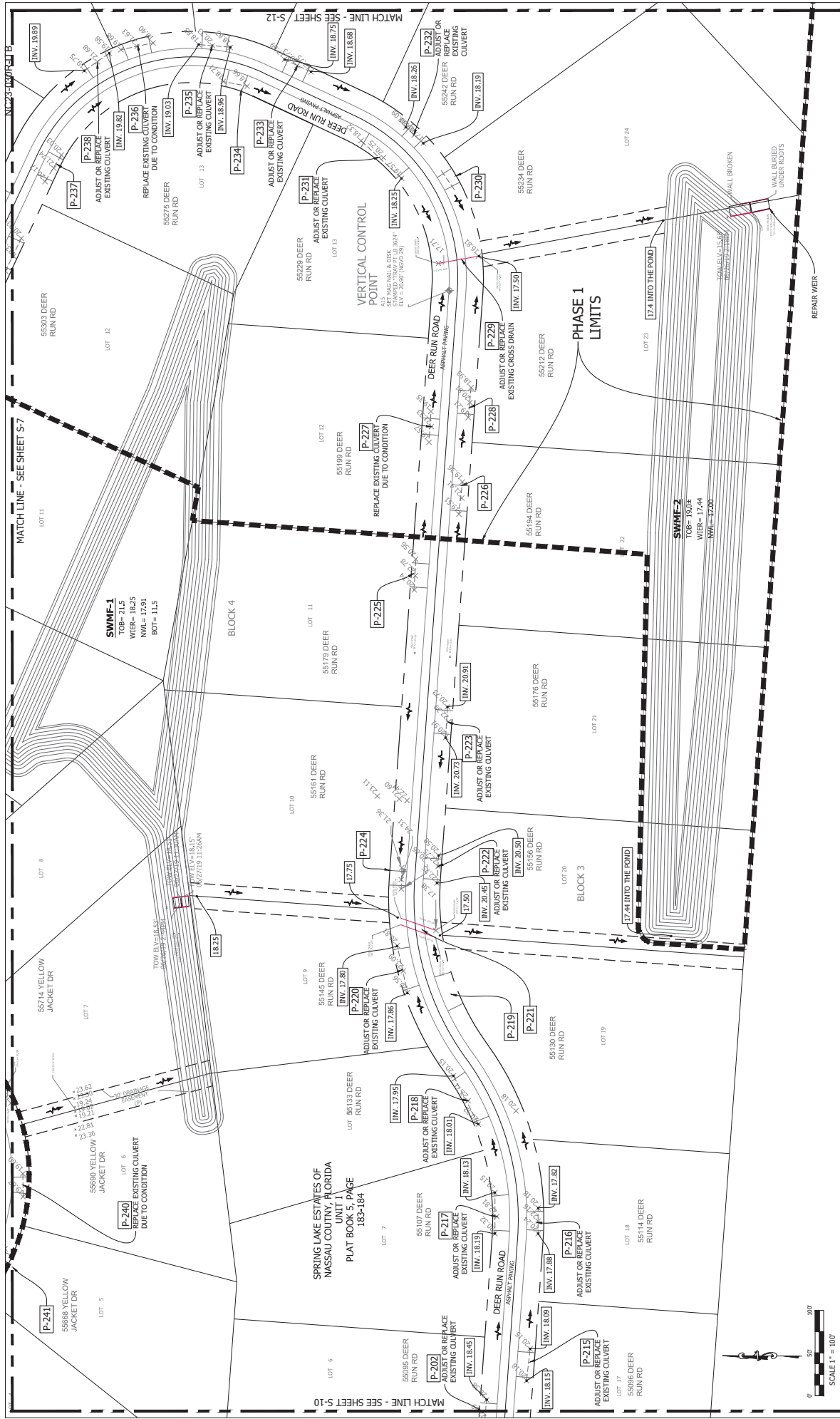




				PLANS PREPARED BY:		<div><div>NASSAU COUNTY ENGINEERING SERVICES 96161 NASSAU PLACE YULEE, FL 32097 (904) 500-6025</div></div>		NASSAU COUNTY PROJECT MANAGER: KATIE PEAY, PE CFM DATE: 02/21/2023 BY: KP 96161 NASSAU PLACE YULEE, FL 32097		<div><div>NASSAU COUNTY ENGINEERING SERVICES 96161 NASSAU PLACE YULEE, FL 32097 (904) 500-6025</div></div>		ENGINEER OF RECORD: KATIE PEAY, PE 96161 NASSAU PLACE YULEE, FL 32097		PLAN SHEET (8)		SHEET NO.	
										PRELIMINARY LAYOUT PLANS FOR:							
												SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS		S-8 146			

[illegible]



REVISIONS				PLANS PREPARED BY:			NASSAU COUNTY ENGINEERING SERVICES 96161 NASSAU PLACE YULEE, FL 32097 (904) 330-6225	NASSAU COUNTY PROJECT MANAGER: KATIE PEAY, PE, CPE DATE: 02/21/2023 BY: KP 96161 NASSAU PLACE YULEE, FL 32097	ENGINEER OF RECORD: 	PLAN SHEET (10)	SHEET NO.
											S-10 148



REVISIONS				PLANS PREPARED BY:		NASSAU COUNTY ENGINEERING SERVICES		NASSAU COUNTY PROJECT MANAGER:		ENGINEER OF RECORD:		PLAN SHEET (11)		SHEET NO.	
							96161 NASSAU PLACE YULEE, FL 32097 (904) 530-6225	KATIE PEAY, PE DATE: 02/21/2023 BY: KP		KATIE PEAY, PE 96161 NASSAU PLACE YULEE, FL 32097	PRELIMINARY LAYOUT PLANS FOR:				
											SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS		S-11		
													149		

[illegible]

NC23-030R1TB



MATCH LINE - SEE SHEET S-13

VERTICAL CONTROL POINT
BM1
FOUND 4x4 CONCRETE MONUMENT
STAMPED "RIN 31.29"
ELEV = 20.23' (NGVD 29)

SWMF-9
TOB= 22.0
MIER= 20.14
NWL= 19.00
BOT= 14.0

SPRING LAKE ESTATES OF
NASSAU COUNTY, FLORIDA
UNIT IV
PLAT BOOK 5, PAGE
177-180

BLOCK 13

TR8

PHASE 1
LIMITS

55747 BEAR
RUN RD
LOT 36

55775 BEAR
RUN RD

55801 BEAR
RUN RD
LOT 3 8

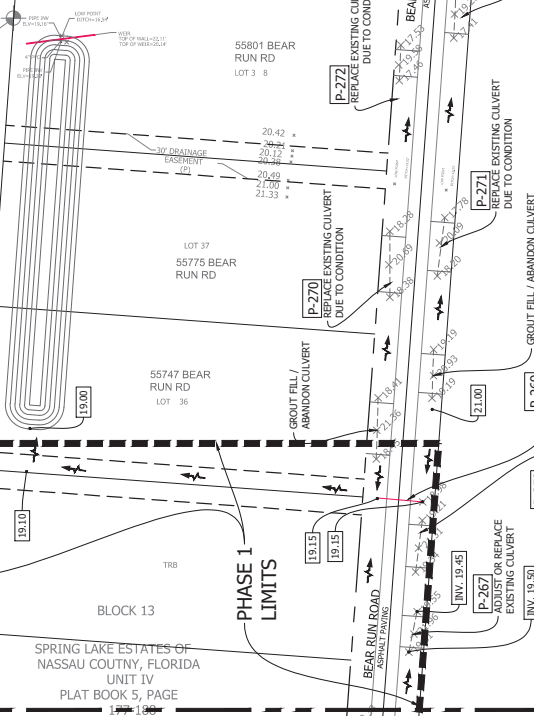
55860 BEAR
RUN RD

55832 BEAR
RUN RD

55806 BEAR
RUN RD

55798 BEAR
RUN RD

55774 BEAR
RUN RD



REVISIONS

PLANS PREPARED BY:



**NASSAU COUNTY
ENGINEERING SERVICES**
96161 NASSAU PLACE
SUITE 200
JACKSONVILLE, FL 32217
(904) 230-6225

NASSAU COUNTY PROJECT MANAGER:

KATIE PEAY, PE CPM
WATER PERMIT SPECIALIST
DATE: 02/21/2023 BY: KP

ENGINEER OF RECORD:



KATIE PEAY, PE
96161 NASSAU PLACE
SUITE 200
JACKSONVILLE, FL 32217
YULEE, FL 32097

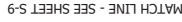
PLAN SHEET (14)

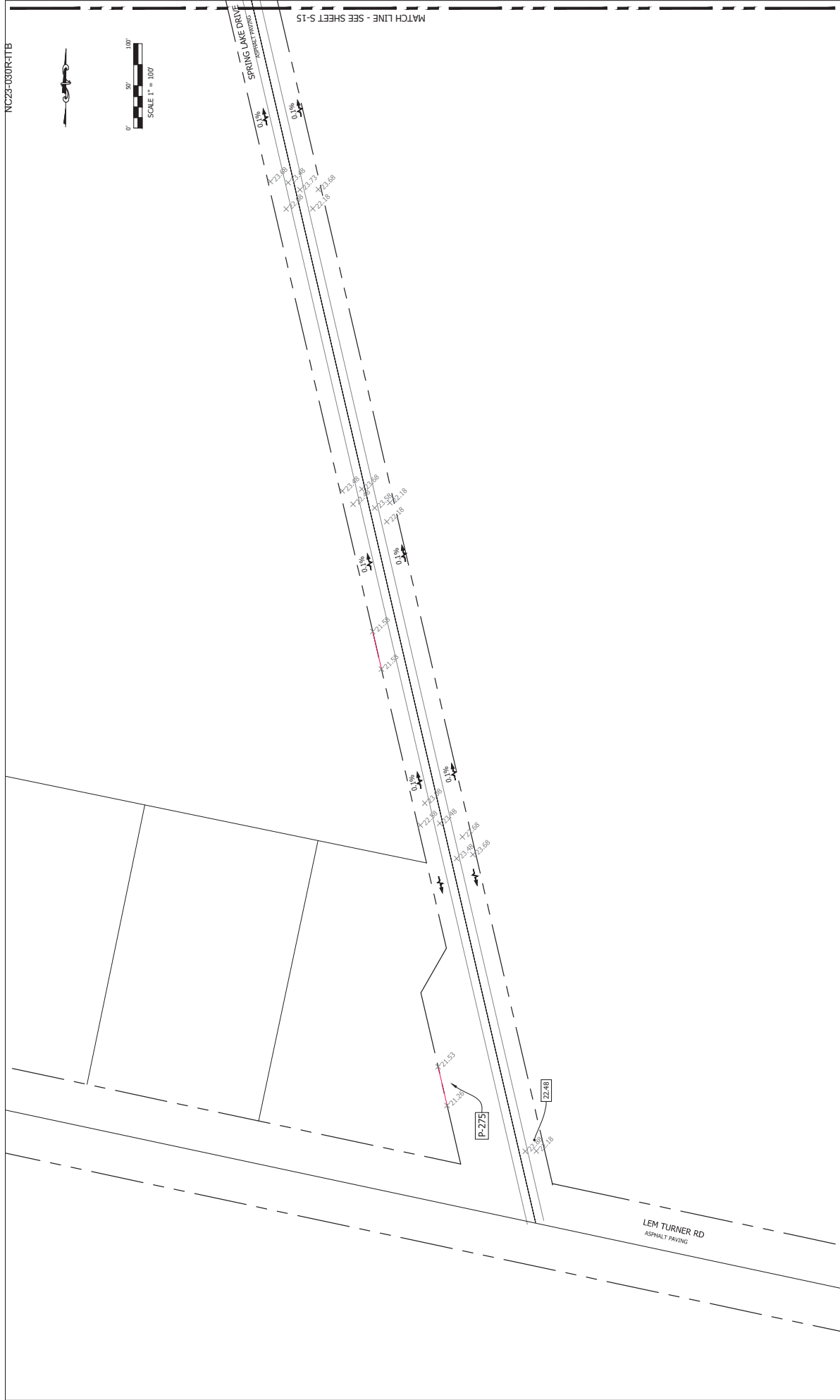
PRELIMINARY LAYOUT PLANS FOR:

SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS

SHEET
NO.

S-14
152

[illegible]



				PLANS PREPARED BY:		<div><div>NASSAU COUNTY ENGINEERING SERVICES 9661 NASSAU PLACE YULEE, FL 32097 (904) 230-6225</div></div>	<div><div>ENGINEER OF RECORD: KATIE PEAY, PE 9661 NASSAU PLACE YULEE, FL 32097</div></div>	PLAN SHEET (16)		SHEET NO.	
REVISIONS				ENGINEER OF RECORD:				PRELIMINARY LAYOUT PLANS FOR:			
				NASSAU COUNTY PROJECT MANAGER: KATIE PEAY, PE CPM				SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS			
				DATE: 02/21/2023 BY: KP							
				DESCRIPTION						S-16 154	
				NO.	DATE	BY					

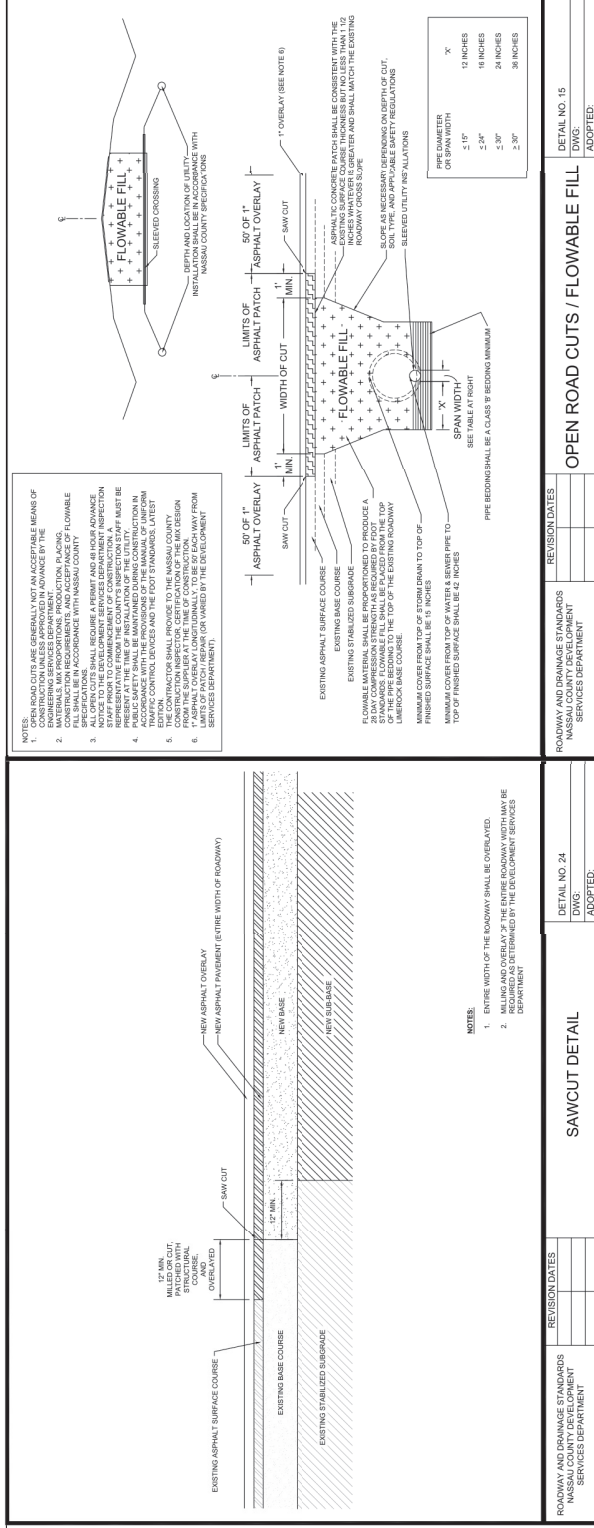
NC23-030R1TB

PAY ITEM QUANTITIES PHASE 1 ONLY			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	DA	18
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	1050
0120 6	EMBANKMENT	CY	375
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	50
0430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	1096
0430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	189
0430 175 130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	348
0430 175 215	PIPE CULVERT, OPTIONAL MATERIAL,ELLIP/ARCH, 15"	LF	514
0430 175 218	PIPE CULVERT, OPTIONAL MATERIAL,ELLIP/ARCH, 19"	LF	30
0522 2	CONCRETE, SIDEWALK AND DRIVEWAYS, 6" THICK	SY	2635
0570 1 1	PERFORMANCE TURF, SOD	SY	3932

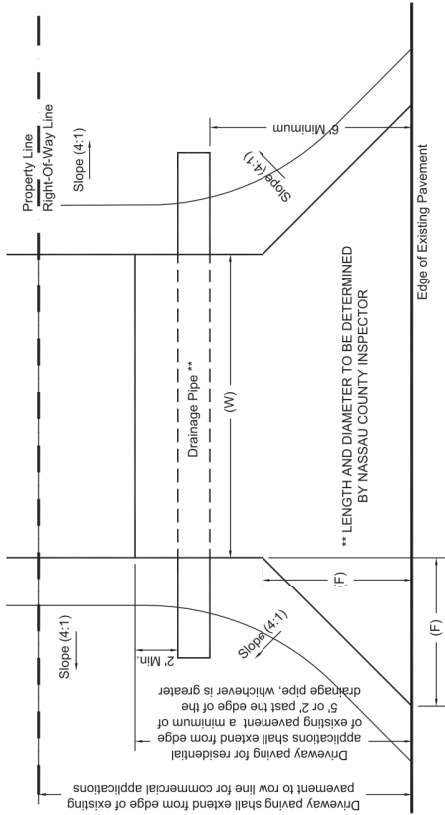
PAY ITEM QUANTITIES PHASE 2 ONLY			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	DA	45
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2617
0120 6	EMBANKMENT	CY	940
0430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	2337
0430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	374
0430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	48
0430 175 215	PIPE CULVERT, OPTIONAL MATERIAL,ELLIP/ARCH, 15"	LF	1766
0430 175 218	PIPE CULVERT, OPTIONAL MATERIAL,ELLIP/ARCH, 19"	LF	66
0522 2	CONCRETE, SIDEWALK AND DRIVEWAYS, 6" THICK	SY	3932
0570 1 1	PERFORMANCE TURF, SOD	SY	5898

PAY ITEM QUANTITIES TOTAL PROJECT			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	DA	63
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	3667
0120 6	EMBANKMENT	CY	1315
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	50
0430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	3433
0430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	563
0430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	48
0430 175 130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	348
0430 175 215	PIPE CULVERT, OPTIONAL MATERIAL,ELLIP/ARCH, 15"	LF	2280
0430 175 218	PIPE CULVERT, OPTIONAL MATERIAL,ELLIP/ARCH, 19"	LF	96
0522 2	CONCRETE, SIDEWALK AND DRIVEWAYS, 6" THICK	SY	6567
0570 1 1	PERFORMANCE TURF, SOD	SY	9830

REVISIONS		PLANS PREPARED BY:  NASSAU COUNTY ENGINEERING SERVICES 9661 NASSAU PLACE SUITE 200 YULEE, FL 32097 (904) 230-6225	NASSAU COUNTY PROJECT MANAGER: KATIE PEAY, PE CEM DATE: 02/21/2023 BY: KP	 ENGINEER OF RECORD: KATIE PEAY, PE 9661 NASSAU PLACE YULEE, FL 32097	PAY ITEM QUANTITIES		SHEET NO.
					PRELIMINARY LAYOUT PLANS FOR: SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS		SC-1 155

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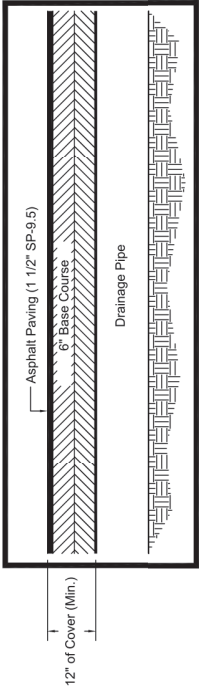
Typical Paved Driveway Installation Drawing
See Ordinance 99-17, Section 9.5.5 For End Treatment Requirements



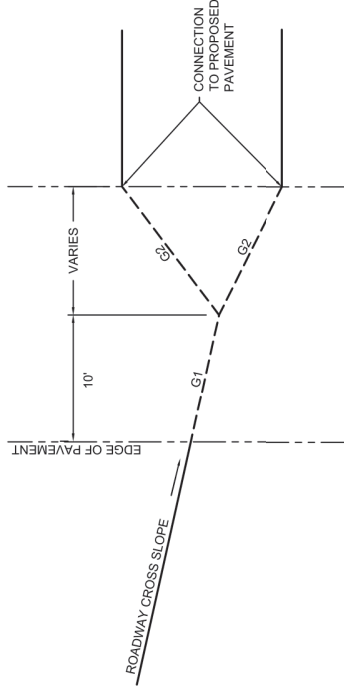
Plan View



Concrete Detail

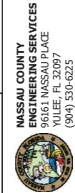


Asphalt Detail



MAXIMUM GRADES FOR DRIVEWAY CONNECTIONS	
MAXIMUM GRADE = 12.0%	
MAXIMUM GRADE CHANGE (A) = G1-G2	
LOCAL ROADS	8.0%
MINOR COLLECTOR	6.0%
MAJOR COLLECTOR	4.0%

NOTE: GRADE CHANGES EXCEEDING THE VALUES LISTED ABOVE WILL REQUIRE A VERTICAL CURVE AT LEAST 10 FEET IN LENGTH TO CONNECT THE TANGENTS



NASSAU COUNTY
ENGINEERING SERVICES
96161 NASSAU PLACE
SUITE 200
YULEE, FL 32097
(904) 210-6225

NASSAU COUNTY PROJECT MANAGER:
KATIE PEAY, PE
96161 NASSAU PLACE
SUITE 200
YULEE, FL 32097
DATE: 02/21/2023 BY: KP



ENGINEER OF RECORD:
KATIE PEAY, PE
96161 NASSAU PLACE
SUITE 200
YULEE, FL 32097

DETAILS

PRELIMINARY LAYOUT PLANS FOR:
SPRING LAKE ESTATES DRAINAGE IMPROVEMENTS

SHEET NO.
D-2
157

Insurance Requirements

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

UMBRELLA (EXCESS) LIABILITY INSURANCE

The Vendor/Contractors shall purchase and maintain at the Subcontractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Vendor/Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability, Auto Liability and Umbrella Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Vendor/Contractor should maintain. Vendor/Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Vendor/Contractor or any Sub-Vendor/Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Vendor/Contractor or Sub-Vendor/Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



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

TO: All Prospective Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 1**
 Spring Lake Estates Drainage Project
 Solicitation Number: NC23-030R-ITB

DATE: July 6, 2023

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

Pre-Bid Meeting Questions and Answers:

1. What will be the project start date?

Answer: Based on the current timeline of events, the estimated start date is between Fall 2023 through early January 2024.

2. Is the one hundred thirty-five (135) days completion date non-negotiable?

Answer: One hundred thirty-five (135) days is the preferred date to completion. Bidders may propose an alternative completion date with their bid submittal. Proposed days of completion should not exceed Two Hundred (200) days of completion.

3. Are you projecting this to be completed in two phases?

Answer: Bidders may bid on the full project, as reflected on page 19 of the solicitation document or may bid on a phase of the project (Phase I or Phase II), as reflected on page 20-21 of the solicitation document. The County's preference is for bidders to bid on the full project. Phase I is the priority for this project.

4. What does the County expect the design to entail?

Answer: The design plans are included in the solicitation. The design shall include driveway cuts and cement replacement, pipes, right-a-ways, and ditches to ponds. The Ponds are part of the HOA and shall not be included in this solicitation.

5. For the road crossings, are the structures to be replaced?

Answer: The structures are included in the plans for Spring Lakes. However, they are not to be included in this solicitation and should not be included in your pricing for this solicitation.

6. Would the County be interested in road crossings and cut?

Answer: Road crossing work is not included as a part of this solicitation.

7. Would the County provide a lay down yard for supplies to be held during the duration of the project?

Answer: The Vendor shall be responsible for providing a suitable lay down space.

The solicitation due date and opening time remains: **August 3, 2023 at 10:00 a.m. eastern standard time.**

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



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

TO: All Prospective Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 2**
Spring Lake Estates Drainage Project
Solicitation Number: NC23-030R-ITB

DATE: July 18, 2023

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

Addition to Invitation to Bid:

The below section is hereby added to the Invitation to Bid:

17. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

The solicitation due date and opening time remains: **August 3, 2023 at 10:00 a.m. eastern standard time.**

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



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

TO: All Prospective Bidders

FROM: Brittany Contardi, Senior Procurement Specialist

SUBJECT: **Addendum No. 3**
 Spring Lake Estates Drainage Project
 Solicitation Number: NC23-030R-ITB

DATE: July 21, 2023

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

Questions and Answers:

1. Please clarify ditching requirements and boundaries, including a ditch profile detail.

Answer: Please see the attached Exhibit "A" for road right-of-way ("ROW") width. Easements are labeled with the percentage slope. It should be a 3:1 ratio slope with a one (1) foot bottom minimum. Please see the attached Exhibit "B" for the overview of easements clean outs and outfalls with green markings for further clarification.

2. Does the outfall at South end of Bear Run Rd get cleaned out?

Answer: The inlet needs to be cleared, but not the entire labeled easement.

3. Please clarify culvert end treatment requirements, do culverts with existing MES get new MES?

Answer: No. The driveways do not need replacement of MES (Mitered End Section). The County shall notify homeowners to remove decorative end treatments prior to the commencement of work.

4. Does the county have a location to collect excavated material from ditches?

Answer: The County's Road Department shall work with the awarded contractor for a location of materials.

5. Who is Responsible for replacing homeowner's landscaping affected by the work?

Answer: Homeowner's will be notified, prior to the commencement of work, anything left remaining on or near the ROW. The County nor the awarded contractor will not be held responsible for damaged or removed items remaining on or near the ROW.

6. Please provide auto cad files for this project.

Answer: Please see the attached .dwg file.

7. Are there any CAD files available for this job?

Answer: Please see the attached .dwg file.

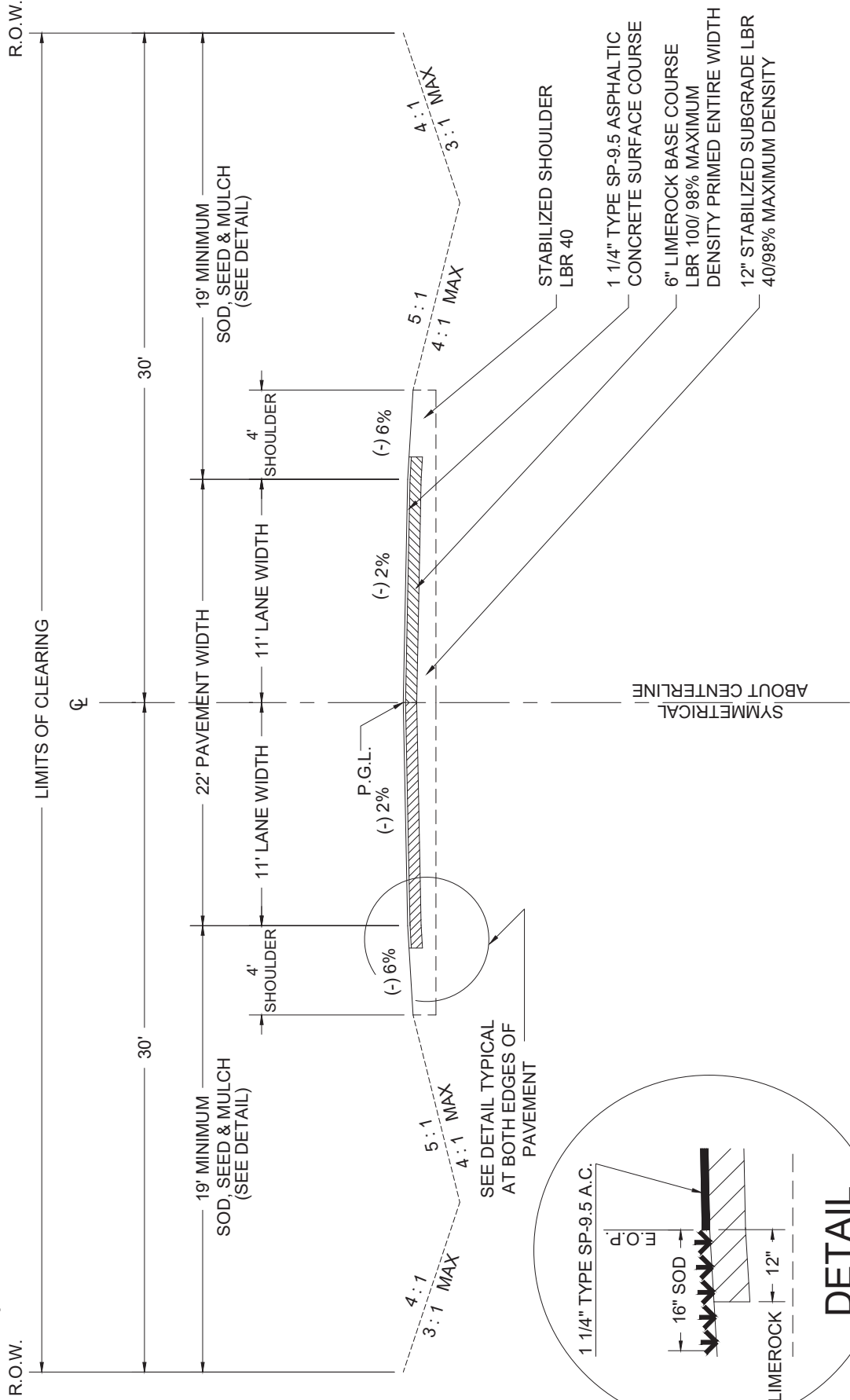
8. Will there be any need or interest in Aerial Drone Services for this project, before ,during ,after project completion.?

Answer: Not at this time.

The solicitation due date and opening time remains: **August 3, 2023 at 10:00 a.m. eastern standard time.**

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

EXHIBIT "A" RIGHT-OF-WAY WIDTH - Addendum No.3 RIGHT-OF-WAY WIDTH: 60 FEET



OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE ENGINEERING SERVICES DEPARTMENT

STRUCTURAL NUMBER: 2.59

ROADWAY AND DRAINAGE STANDARDS NASSAU COUNTY PUBLIC WORKS ENGINEERING SERVICES DEPARTMENT	REVISION DATES		LOCAL ROAD - 2 LANE TYPICAL SWALE SECTION	DETAIL NO. 2 DWG: ADOPTED:





Development Corporation

Westfield Insurance Company

Surety



seal
Tina Montanez
Attorney-in-Fact

Countersigned

Tina Montanez FL Resident Agent #E152534

State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 3rd day of August, 2023, by Tina Montanez via ☒ physical presence or online notarization and who ☒ is personally known to me or ☐ who has produced a _____ as identification, who did not take an oath, and who acknowledged that s/he executed the same for the purposes therein expressed on behalf of said corporation.



Nina S. Butler
Notary Public, State of Florida
My Comm. Expires 03/27/2024
Commission No. GG 958627

NOTARY PUBLIC

PRINT OR TYPE NAME

Commission Number

Commission expires

- NOTES
1. Write in the dollar amount of the bond, which must be at least five percent (5%) of the total of the Base Bid included in the Bid.
 2. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 3. Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0994372 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of August A.D., 2023.



Frank A. Carrino, Secretary

BPOAC2 (combined) (03-22)

<p align="center">1200 SUBMITTED BID FORM SOLICITATION TITLE: SPRING LAKE ESTATES DRAINAGE PROJECT SOLICITATION NO.: NC23-030R-ITB</p>

The undersigned bidder declares that the only person or parties interested in this Invitation to Bid ("ITB") as principals are those named herein, that this bid is made without any understanding, contract, or connection with any other person, firm, or corporation providing a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. The bidder understands that this bid must be signed, otherwise it will be considered unresponsive and subject to rejection.

The undersigned bidder represents that the bidder accepts, and that this bid complies with the ITB Documents, and that the bidder has carefully examined the ITB Documents for the designated Work. Bidder affirms that bidder has carefully examined the location of the designated Work and, from its own investigations, is satisfied as to the nature and location of the Work, the character, quality, and the quantity of materials, the kind and extent of equipment and other facilities needed for the performance of the Work, the general and local conditions and all difficulties that may be encountered, and all other items which may, in any way, affect the Work or its performance.

The undersigned bidder proposes, and agrees if this bid is accepted, that it will contract with the Owner to provide all necessary machinery, tools, software, labor, apparatus, and other means necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the ITB Documents in the manner and time herein prescribed, and according to the requirements of the Owner as therein set forth.

Under provisions of Chapter 112, Florida Statutes, bidder must disclose with bid the name of any officer, director, or agent who is also an employee of the Owner (Nassau County). Bidder must disclose on an attachment (provided by bidder) entitled "Submitted Bid Conflict of Interest" the name of any Nassau County employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches, or in the firm of any subcontractor to this bid. Absence of such an attachment represents bidder's certification of no such employee.

Bidder acknowledges receipt of the following addenda issued during the solicitation period; the cost of which, if any, is included in bid pricing. If an addendum is issued, acknowledge below in the space provided:

ADDENDUM #	ADDENDUM DATE
<u>1</u>	<u>7-6-23</u>
<u>2</u>	<u>7-18-23</u>
<u>3</u>	<u>7-21-23</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>

[The remainder of this page left intentionally blank.]

In submitting a Base Bid or Alternate Bid (if applicable) to the Owner, the bidder acknowledges the following conditions:

- A. It is expressly understood that quantities in the Bid Schedules for Unit Price Items are approximate only and that payment will be made only on the actual quantities of work complete in place, measured, and accepted on the basis defined in the Contract Conditions and the Contract Specifications and Requirements.
- B. It is expressly understood that the Owner desires to initiate and complete project construction at as early a date as possible.
- C. It is expressly understood that the apparent low bidder will be determined by the costs associated with the Base Bid or Alternate Bid (if applicable) as selected by the Owner.
- D. As directed by the Owner, the final contract quantities actually placed and accepted may vary from the estimated bid quantities by twenty percent (20%), or less. Contractor shall not be entitled to any adjustment in unit prices or lump sum prices if quantities vary by twenty percent (20%), or less. The undersigned has carefully checked the Bid Schedules against the Contract Drawings and Specifications before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.
- E. The undersigned is aware of the importance of completing the Work within the time schedules determined by the Owner and the project permits. The bidder has examined both the project fill and borrow areas and is aware of local conditions, including meteorology, astronomical and storm tides, commercial fishing, shipping traffic, environmental constraints, roads, site access, park operations, and other local resort, road and channel traffic which could affect performance of the Work prescribed by the Contract Drawings, Specifications and Requirements.

[The remainder of this page left intentionally blank.]


Having carefully examined the ITB Documents, bidder agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire Work for the **TOTAL BASE BID** (including mobilization and demobilization), and to execute a contract for Work and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the ITB Documents, and will completely perform the Work in strict accordance with the terms of the ITB Documents. The undersigned bidder understands that the County reserves the right to reject any or all bids and to waive any informalities and minor irregularities in any bid. The bidder agrees that this bid shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled bid opening.

BASE BID – SPRING LAKE ESTATES DRAINAGE PROJECT (TOTAL)					
The project shall be constructed as designed and, in the order, and timeframes stated in the resulting Agreement and the Specifications and Requirements.					
	Pay Item Description	UoM	Qty	Unit Price	Total Cost
LS	Mobilization	LS	1	\$ 230,727.00	\$ 230,727.00
0102 1	Maintenance of Traffic	DA	45	\$ 250.00	\$ 11,250.00
110 4 10	Removal of Existing Concrete	SY	2617	\$ 16.37	\$ 42,840.29
120 6	Embankment	CY	940	\$ 345.00	\$ 324,300.00
430 175 118	Pipe Culvert, Optional Material, Round, 18"	LF	4048	\$ 202.00	\$ 817,696.00
522 2	Concrete, Sidewalk and Driveways, 6" Thick	SY	2617	\$ 85.00	\$ 222,445.00
0570 1 1	Performance Turf (Sod)	SY	9830	\$ 14.00	\$ 137,620.00
CONSTRUCTION SUB-TOTAL					\$ 1,786,878.29
	Design (10%)	LS	1	\$	\$ 178,687.82
	Contingency (10%)	LS	1	\$	\$ 178,987.29
TOTAL ESTIMATED CONSTRUCTION COST					\$ 2,144,253.94

Total Base Bid Contract Price \$ 2,144,253.94 and in words: _____

Two Million One Hundred Forty-Four Thousand Two Hundred Fifty-Three and 94/100 Dollars

The undersigned bidder acknowledges that Work to be performed shall conform to all County codes and regulations. Work must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Work can be performed twenty-four (24) hours per day, seven (7) days per week.


(Signature of Bidder)

UNITED BROTHERS
(Typed name of Bidder)

Doing Business As: United Brothers Development Corp.

Business Address: 6924 Distribution Avenue S

City: Jacksonville State Florida Zip 32256

Phone: 904-651-9722 E-mail address: Derek@UBD1.com

With the foregoing as a Total Base Bid, and having carefully examined the ITB Documents, bidder agrees to the terms contained therein and proposes to furnish all labor, material, and equipment for the entire Work for the **TOTAL BID ALTERNATE No. 1** (including mobilization and demobilization), and to execute a contract for Work and any and all bonds, insurance certifications, and other instruments or documents as specified or included in the ITB Documents, and will completely perform the Work in strict accordance with the terms of the ITB Documents. The undersigned bidder understands that the County reserves the right to reject any or all bids and to waive any informalities and minor irregularities in any bid. The bidder agrees that this bid shall be good and may not be withdrawn for a period of one hundred twenty (120) days after the scheduled bid opening.


BID ALTERNATE No.1 – SPRING LAKE ESTATES DRAINAGE PROJECT (PHASE 1)					
The project shall be constructed as designed and, in the order, and timeframes stated in the resulting Agreement and the Specifications and Requirements.					
	Pay Item Description	Units	Quantity	Unit Price	Total Cost
LS	Mobilization	LS	1	\$ 230,727.00	\$ 230,727.00
0102 1	Maintenance of Traffic	DA	18	\$ 195.00	\$ 3,510.00
110 4 10	Removal of Existing Concrete	SY	1050	\$ 20.00	\$ 21,000.00
120 6	Embankment	CY	375	\$ 500.00	\$ 187,500.00
430 175 118	Pipe Culvert, Optional Material, Round, 18"	LF	1620	\$ 385.00	\$ 623,700.00
522 2	Concrete, Sidewalk and Driveways, 6" Thick	SY	1050	\$ 90.00	\$ 94,500.00
0570 1 1	Performance Turf (Sod)	SY	3932	\$ 19.00	\$ 74,708.00
CONSTRUCTION SUB-TOTAL					\$ 1,235,645.00
	Design (10%)	LS	1	\$	\$ 123,564.00
	Contingency (10%)	LS	1	\$	\$ 123,564.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 1,482,773.00

BID ALTERNATE No.1 – SPRING LAKE ESTATES DRAINAGE PROJECT (PHASE 2)					
The project shall be constructed as designed and, in the order, and timeframes stated in the resulting Agreement and the Specifications and Requirements.					
	Pay Item Description	Units	Quantity	Unit Price	Total Cost
LS	Mobilization	LS	1	\$ 127,500.00	\$ 127,500.00
0102 1	Maintenance of Traffic	DA	27	\$ 250.00	\$ 6,750.00
110 4 10	Removal of Existing Concrete	SY	1567	\$ 18.00	\$ 28,206.00
120 6	Embankment	CY	565	\$ 350.00	\$ 197,750.00
430 175 118	Pipe Culvert, Optional Material, Round, 18"	LF	2428	\$ 285.00	\$ 691,980.00
522 2	Concrete, Sidewalk and Driveways, 6" Thick	SY	1567	\$ 88.00	\$ 137,896.00
0570 1 1	Performance Turf (Sod)	SY	5898	\$ 20.00	\$ 117,960.00
CONSTRUCTION SUB-TOTAL					\$ 1,308,042.00
	Design (10%)	LS	1	\$	\$ 130,804.20
	Contingency (10%)	LS	1	\$	\$ 130,804.20
TOTAL ESTIMATED CONSTRUCTION COST					\$ 1,569,504.00

Total Contract Price \$ 1,569,504.00 and in words: _____

One Million Five Hundred Sixty-Nine Thousand Five Hundred Four and 00/100 Dollars

The undersigned bidder acknowledges that Work to be performed shall conform to all County codes and regulations. Work must be accomplished in a professional manner and meet all standards of any professional trade requiring a license and or permit. Work can be performed twenty-four (24) hours per day, seven (7) days per week.


(Signature of Bidder)

UNITED BROTHERS
(Typed name of Bidder)

Doing Business As: United Brothers Development Corp.

Business Address: 6924 Distribution Avenue S

City: Jacksonville State Florida Zip 32256

Phone: 904-651-9722 E-mail address: Derek@UBD1.com

Fax: 904-262-5505

[The remainder of this page left intentionally blank.]

1305 FAIR PRACTICES AFFIDAVIT
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Each Contractor submitting a bid must complete the following affidavit:

STATE OF Florida

COUNTY OF Duval

Derek H Dostie

_____, under oath deposes and states that:
 (Name of owner, partner, officer, representative, agent)

- (1) S/he is Officer of United Brothers, the bidder that
 (Title: owner, partner, officer, representative, agent) Development Corp.
 has submitted the attached bid;
- (2) S/he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or fraudulent bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or fraudulent bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Nassau County, Florida, or any person interested in the proposed contract or the proceeds thereof;
- (5) The undersigned has not given or donated or promised to give or donate directly or indirectly to any official or employee of the Engineer, or Nassau County, Florida, or the Nassau County Board of County Commissioners, or to anyone else for his benefit any sum of money or other thing of value for aid in assistance in obtaining this contract; and
- (6) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

Derek H Dostie
 (Signature)

Secretary
 (Title)

Subscribed and sworn to before me

This 3rd day of August, 2023 via X physical presence or _____ online notarization.

S/he X is personally known to me or _____ has produced a _____ as identification and who did take an oath.

Brianne Martin
 (Signature of Notary)

HH389865 4-24-27
 (Commission Number & Commission Expiration)



Brianne Martin
 Comm.: HH 389865
 Expires: April 24, 2027
 Notary Public - State of Florida

1310 FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION
(MUST BE COMPLETED AND SUBMITTED WITH BID)

STATE OF Florida COUNTY OF Duval

Affiant, Derek H Dostie, being duly sworn,
deposes and says: I am the (title) Secretary of
United Brothers Development Corp., the
corporation described in and which executed the foregoing bid; that I have been duly authorized
to execute and did execute the foregoing bid pursuant to that authorization, and that the several
matters therein stated are in all respects true.

BIDDER:

United Brothers Development Corp.

Print or Type Name of Entity

By: 

Signature

Derek Dostie
Print or Type Name

Date: 8-3-23

The foregoing instrument was acknowledged before me this 3rd day of August,
2021, by Derek Dostie

(name of officer or agent, title of officer or agent)

via ☒ physical presence or ☐ online notarization of United Brothers Development Corp.

(name of corporation acknowledging)

a Florida corporation, on behalf of the corporation.

(state or place of incorporation)

S/he ☒ is personally known to me or ☐ has produced a _____ as
identification and did not take an oath.

NOTARY:


Signature of Notary

Brianne Martin
Print or Type Name of Notary

HH389865
Commission Number



Brianne Martin
Comm.: HH 389865
Expires: April 24, 2027
Notary Public - State of Florida

4-24-27
Commission expires

1315 ORGANIZATIONAL STRUCTURE, CLAIMS, AND SUITS
(MUST BE COMPLETED AND SUBMITTED WITH BID)ORGANIZATIONBIDDER NAME, ADDRESS: United Brothers Development Corp.6924 Distribution Avenue S
Jacksonville Florida 32256PHONE # 904-262-3227E-MAIL ADDRESS Derek@UBDI.comType of Business Civil ConstructionHow many years in business: 40How many years in business under the present business name: 37Under what other or former names has your organization
operated: N/A

If a corporation, answer the following:

Date of incorporation: 3-10-83State of incorporation: FloridaPresident's name: David O DostieVice president's name(s): Hather DostieSecretary's name: Derek DostieTreasurer's name: Lance Dostie

If a partnership or joint venture, answer the following:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partners: _____

If individually owned, answer the following:

Date of organization: _____

Name of owner: _____

CLAIMS AND SUITS (if the answer to any of the questions below is yes, please attach details).

BIDDER NAME, ADDRESS: United Brothers Development Corp.

6924 Distribution Avenue S Jacksonville, Florida 32256

Has your organization ever failed to complete any work awarded to it?

☒ NO ☐ YES (details attached)

Are there any judgments, claims, and arbitration proceedings or suits pending or outstanding against your organization or officers?

☒ NO ☐ YES (details attached)

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

☒ NO ☐ YES (details attached)

Has your organization been named as a defendant or brought in as a party to any lawsuits within the last five (5) years? ☒ NO ☐ YES (details attached)

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

☒ NO ☐ YES (details attached)

[The remainder of this page left intentionally blank.]

1320 STATEMENT OF LICENSE CERTIFICATE
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Qualifying Firm Name United Brothers Dervlopment Corp.

Authorized Firm Qualifying Licensed Person David O Dostie

FL General Contractor License # CUCO51680

Attach Copy of License

1325 SUBCONTRACTORS

List each subcontractor the bidder proposes to use in performing the Work, including survey and turbidity monitoring services. Describe the portion of the Work to be performed by each subcontractor.

Subcontractor, Address, Phone Number

Work to be Performed

1.	Civil Concrete Inc.	Concrete Flatwork
2.		
3.		
4.		
5.		

1330 QUESTIONNAIRE & REFERENCES FOR BIDDER EXPERIENCE

Provide complete information below for each question and provide three (3) reference construction projects of similar size and scope (work performed within last five (5) years). Projects similar in size and scope shall be projects involving grading and culvert replacement. Reference information must be current with the name and telephone number of a responsible entity for each project cited. References must apply to projects completed by the Bidder as Prime Contractor. Attach additional sheets as needed.

1. What is your experience in the replacement of driveways in an established neighborhood?
Septic Tank Phase out Projects (JEA)

2. Have you ever de-mucked, excavated, and stabilized established stormwater ponds?
YES

REFERENCE PROJECT 1: See Attached Completed Projects List
NAME: _____ Contact: _____

Address: _____
City: _____ State: _____
Telephone: _____ Email: _____

Summary of work performed: United Brothers Development Corp.

REFERENCE PROJECT 2: United Brothers Development Corp.
NAME: _____ Contact: _____

Address: _____
City: _____ State: _____
Telephone: _____ Email: _____

Summary of work performed: _____

REFERENCE PROJECT 3:
NAME: _____ Contact: _____

Address: _____
City: _____ State: _____
Telephone: _____ Email: _____

Summary of work performed: _____

The undersigned guarantees the accuracy and truth of the information provided herein.

Bidder's Name:

By: Derek Dostie, its Secretary
(name) (title)

Signature: 

[The remainder of this page left intentionally blank.]



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TACO E. POPE, AICP
County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Spring Lake Estates Drainage Project

Bid No./Contract No.: NC-23-030R-ITB

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(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 United Brothers Development Corp. (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 United Brothers Development Corp. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Derek Dostie

Date: 8-3-23

STATE OF FLORIDA

COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8-3-23 (Date) by Derek Dostie (Name of Officer or Agent, Title of Officer or Agent) of United Brothers Development Corp. (Name of Contractor Company Acknowledging), a Corp. (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Personally as identification.



Notary Public



Printed Name

My Commission Expires: 4-24-27



Brianne Martin
Comm.: HH 389865
Expires: April 24, 2027
Notary Public - State of Florida



Employment Eligibility Verification

Click any  for help

Home

Welcome
DRAFT - AwaitingUser ID
00000000Last Login
12/15/2015 11:58:42 AM

Log Out



Company Information

New Case
View Cases
Search Cases
Edit Profile
Change Password
Change Security Questions
Edit Company Profile
Add New User
View Existing Users
Close Company Account
View Reports
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Name: UNITED BROTHERS DEVELOPMENT CORP[View / Edit](#)**Company ID Number:** 14442**Doing Business As (DBA) Name:****DUNS Number:****Physical Location:****Address 1:** 6924 DISTRIBUTION AVENUE**Address 2:****City:** JACKSONVILLE**State:** FL**Zip Code:** 32256**County:** DUVAL**Mailing Address:****Address 1:****Address 2:****City:****State:****Zip Code:****Additional Information:****Employer Identification Number:** 592686577**Total Number of Employees:** 20 to 99**Parent Organization:****Administrator:****Organization Designation:****Employer Category:****NAICS Code:** 237110 - WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION[View / Edit](#)**Total Hiring Sites:** 1[View / Edit](#)**Total Points of Contact:** 2[View / Edit](#)

<p style="text-align: center;">1335 EQUIPMENT SCHEDULE (MUST BE COMPLETED AND SUBMITTED WITH BID)</p>
--

Provide a list of equipment to be delivered and used by bidder to perform the Work, including land-based earth-moving equipment, storage units, etc.

A copy of the documented inspection reports, including details of the qualifications and accreditations of the inspector, shall be provided at the time of bid.

Failure to submit this documentation at the time of bid may result in the disqualification of the Bidder.

1340 WORK PLAN (MUST BE COMPLETED AND SUBMITTED WITH BID)
--

Provide a brief description of the proposed methods of mobilization/demobilization, the development, use, and protection of access areas, the proposed placement of and the general sequence and schedule of operations to perform the Work. (Attach additional pages if desired).

- 1 Mobilize to Site setup MOT, Laydown Yard, Locate existing underground utility services, place erosion control system for SWPPP
- 2 Install project control, deliver resident construction notices, begin driveway culvert removal and replacement
- 3 Start swale grading and grassing
- 4 Remove erosion control system as grassing is completed
- 5 Cleanup and remove laydown yard and exit site

1345 DRUG FREE WORKPLACE CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Identical Tie Bids: Preference shall be given to businesses with drug free workplace programs. If two or more bids are equal with respect to price, quantity, and service then a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if all or none of the tied vendors have or do not have a drug free workplace program (Florida Statutes Section 287.087). In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on or require 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.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

BIDDER:

United Brothers Development Corp.

Print or type name of entity

By: 

Signature

Derek Dostie

Print or type name

Secretary

Print or type title

8-3-23

Date

Drug Free Workplace Certification, page 2 of 2State of FloridaCounty of Nassau

The foregoing instrument was acknowledged before me this 3rd day of August, 2021, by Derek Dostie, via X physical presence or online notarization, and who X is personally known to me or who has produced a , as identification and who did (did not) take an oath and who acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.



Brianne Martin
Comm.: HH 389865
Expires: April 24, 2027
Notary Public - State of Florida

Brianne Martin
NOTARY PUBLIC
Brianne Martin
Typed Name

Commission Expires: 4-24-27

[The remainder of this page left intentionally blank.]

1350 EQUAL EMPLOYMENT OPPORTUNITY
(MUST BE COMPLETED AND SUBMITTED WITH BID)

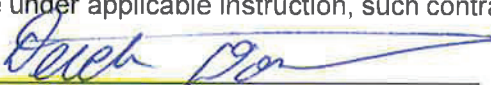
Nassau County, FL is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F. R. 12319-15). Any bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.


(Signature of Bidder)

United Brothers Development Corp.
(Typed name of bidder)

Phone # 904-262-3227 Fax # 904-262-5505 e-mail _____

Address: 6924 Distribution Avenue S Jacksonville, FL 32256

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause: YES X NO _____
2. Compliance Reports were required to be filed in connection with such contract or subcontract:
YES _____ NO X

If YES, state what reports were filed and with what agency.

3. Bidder has filed all compliance reports due under applicable instructions:
YES X NO _____

If answer to Item 3 is NO, please explain in detail.

<p align="center">1365 BIDDER CHECKLIST (MUST BE COMPLETED AND SUBMITTED WITH BID)</p>

Failure to submit the documents below shall result in the Bidder being deemed by the County as an unresponsive bidder. **DHD**

All Bidders must acknowledge they have submitted the documents below with the Bid.

- | | | |
|-------------------------------------|------|--|
| <input checked="" type="checkbox"/> | 1200 | Submitted Bid Form and Acknowledgement of Addenda |
| <input checked="" type="checkbox"/> | 1300 | Bid Bond |
| <input checked="" type="checkbox"/> | 1305 | Fair Practices Affidavit |
| <input checked="" type="checkbox"/> | 1310 | Affidavit of Organization |
| <input checked="" type="checkbox"/> | 1315 | Organizational Structure, Claims, and Suits |
| <input checked="" type="checkbox"/> | 1320 | Statement of License Certificate |
| <input checked="" type="checkbox"/> | 1325 | Subcontractors |
| <input checked="" type="checkbox"/> | 1330 | Questionnaire & References for Bidder Experience
Bidders must provide answers for Q1 through Q5; provide three (3) reference projects; and sign acknowledgement |
| <input checked="" type="checkbox"/> | 1335 | Equipment Schedule
Bidders must submit a list of equipment to be delivered and used to perform the Work including, land-based earth-moving equipment, storage units, etc.; |
| <input checked="" type="checkbox"/> | 1340 | Work Plan
Bidders must submit a brief description of the proposed methods of mobilization/demobilization, the development, use, and protection of access areas, the proposed placement of pipelines and boosters (if used) and the general sequence and schedule of operations to perform the Work. |
| <input checked="" type="checkbox"/> | 1345 | Drug-Free Workplace Certification |
| <input checked="" type="checkbox"/> | 1350 | Equal Employment Opportunity |
| <input checked="" type="checkbox"/> | 1355 | Participation in E-Verify Program |
| <input checked="" type="checkbox"/> | 1360 | Scrutinized Companies Certification |
| <input checked="" type="checkbox"/> | 1365 | Checklist |



UNITBRO-01

BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2022

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).

PRODUCER ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME: PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989 E-MAIL ADDRESS: certs@associatesins.com														
INSURED United Brothers Development Corp. 6924 Distribution Ave S Jacksonville, FL 32256	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Trust Ins. Co.</td> <td>20141</td> </tr> <tr> <td>INSURER B : FCCI Insurance Co</td> <td>10178</td> </tr> <tr> <td>INSURER C : Navigators Specialty Ins. Co.</td> <td></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 : National Trust Ins. Co.	20141	INSURER B : FCCI Insurance Co	10178	INSURER C : Navigators Specialty Ins. Co.		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 100074641 01	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 100074643 01	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 100074645 01	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0100074644 01	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Policy			SF22ECPU00509NC	1/1/2023	1/1/2024	Occ \$1,000,000/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR BIDDING PURPOSES

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DOSTIE, DAVID OLIVER

UNITED BROTHERS DEV CORP
6924 DISTRIBUTION AVE S
JACKSONVILLE FL 32256-1554

LICENSE NUMBER: CUC051680

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

UNITED BROTHERS DEVELOPMENT CORPORATION

Filing Information

Document Number G27215
FEI/EIN Number 59-2686577
Date Filed 03/10/1983
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 06/30/1994
Event Effective Date NONE

Principal Address

6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Changed: 01/10/2006

Mailing Address

6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Changed: 02/10/2011

Registered Agent Name & Address

DOSTIE, DAVID O
6924 DISTRIBUTION AVENUE SOUTH
JACKSONVILLE, FL 32256

Name Changed: 10/27/2003

Address Changed: 10/27/2003

Officer/Director Detail

Name & Address

Title P

DOSTIE, DAVID O
6924 DISTRIBUTION AVE., S.
JACKSONVILLE, FL 32256

**2022 - 2023 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
 Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023 .

UNITED BROTHERS DEVELOPMENT
 6924 S DISTRIBUTION AVE
 JACKSONVILLE, FL 32256-2743

ACCOUNT NUMBER: 28291
BUSINESS NAME: UNITED BROTHERS DEVELOPMENT
PHYSICAL ADDRESS: 6924 S DISTRIBUTION AVE
 JACKSONVILLE, FL 32256-2743

CLASSIFICATION CODE: 309001 CONTRACTOR - ALL TYPES

STATE LICENSE NO: CUC051680

COUNTY TAX:	187.50
MUNICIPAL TAX:	321.25
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	508.75

RENEWAL**VALID UNTIL September 30, 2023****2022 - 2023*******ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
 CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 22090100003124 09/01/2022 \$ 508.75



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

UNITED BROTHERS DEVELOPMENT CORPORATION

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Document Number	G27215
FEI/EIN Number	59-2686577
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State	FL
Status	ACTIVE
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6924 DISTRIBUTION AVE. S.
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DOSTIE, DAVID O
6924 DISTRIBUTION AVENUE SOUTH
JACKSONVILLE, FL 32256

Name Changed: 10/27/2003

Address Changed: 10/27/2003

Officer/Director Detail

Name & Address

Title P

DOSTIE, DAVID O
6924 DISTRIBUTION AVE., S.
JACKSONVILLE, FL 32256

Title VP

DOSTIE, HEATHER F
6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Title T

DOSTIE, LANCE A
6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Title S

DOSTIE, DEREK H
6924 DISTRIBUTION AVE. S.
JACKSONVILLE, FL 32256

Annual Reports

Report Year	Filed Date
2017	01/06/2017
2018	02/21/2018
2019	04/16/2019

Document Images

04/16/2019 -- ANNUAL REPORT	View image in PDF format
02/21/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
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01/08/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
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01/30/2001 -- ANNUAL REPORT	View image in PDF format
03/08/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format

01/27/1998 -- ANNUAL REPORT	View image in PDF format
01/28/1997 -- ANNUAL REPORT	View image in PDF format
03/26/1996 -- ANNUAL REPORT	View image in PDF format
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02/27/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">United Brothers Development Corp.</div>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">6924 Distribution Avenue S</div>	Requester's name and address (optional)	
	6 City, state, and ZIP code <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Jacksonville, Florida 32256</div>		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	9			-	2	6	8	6	5	
7	7									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>David Dostie</i>	Date ▶ 6-9-2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

United Brothers Development Corporation Company Information

Contractor: United Brothers Development Corp. Contact: David Dostie
 Address: 6924 Distribution Avenue South, Jacksonville, FL 32256
 Phone: (904) 262-3227 Fax: (904) 262-5505 Email: Charles@UBDL.com
 1st Contact Name: David Dostie Title President
 2nd Contact Name: Charles Blevins Title Vice President

Typical Work Description: Construction Services performed by United Brothers include construction of roadways, parking lots, commercial building pads, storm water management facilities, storm collection system, water mains, force mains, reuse mains, sanitary gravity sewer, lift stations, electrical infrastructure, and all work associated with these types of activities.

United Brothers Development Corporation is incorporated in the State of Florida since July 29, 1986 (charter no.: G27215) and in good standing with the Florida Department of State, Division of Corporations. The corporation is also licensed as an Underground Utility Contractor, license number CUC051680 expiring August 2018 (see attached copy of license).

Current insurance limits:

See attached Insurance certificate

Banking Information:

Atlantic Coast Bank
 10328 Deerwood Park Blvd
 Jacksonville, Florida 32256

Construction experience of the proposed project manager and superintendent:

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK*	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
David Dostie	President	Supervisory	29	29	Various
Charles Blevins	Vice President	Supervisory	34	29	Various
Derek Dostie	Project Manager	Supervisory	2	2	Various

CORPORATE OFFICERS

Officers of United Brothers Development Corporation:

CORPORATE OFFICERS NAME(S)	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
David Dostie	President	All	Jacksonville, FL
Heather Dostie	Vice President	All	Jacksonville, FL
David Dostie II	Treasurer	All	Jacksonville Beach, FL
Derek Dostie	Secretary	All	Jacksonville Beach, FL

SUPERVISORY PERSONNEL

Experience of the key management and supervisory personnel of United Brothers Development Corporation

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
David Dostie	President	President	29	31
Charles Blevins	Vice President	Vice President / Estimator / Project Manager	25	36
Derek Dostie	Project Manager	Project Manager	2	2
Shawn Baldwin	Grader Foreman	Foreman of Grader Crew / Earthwork	27	32
Gene Tomlin	Pipe Foreman	Foreman of Pipe Crew	18	25
Roby Combs	Pipe Foreman	Foreman of Pipe Crew	14	19
Glenn Jones	Pipe Foreman	Foreman of Pipe Crew	20	25
Jimmy Crawford	Earthwork Foreman	Foreman of Earthwork Crew	6	25
Adam Hall	Grader Foreman	Foreman of Grader Crew / Earthwork	16	23

COMPANY OWNED MAJOR EQUIPMENT

QUANTITY	DESCRIPTION	NO. LOCATED IN	
		FLORIDA	OTHER
5	Bulldozers	X	
12	Excavators	X	
10	Loaders	X	
6	Brooms / Rollers	X	
2	Motor Graders	X	
2	Farm Tractors	X	
2	Transport	X	
5	Dump Trucks	X	
2	Flatbed Trucks	X	
2	Lube Trucks	X	
2	Water Truck	X	
1	Sand Truck	X	
1	Prime Truck	X	
1	Service Truck	X	
10	Supervisor Trucks	X	
2	Crew Trucks	X	
1	35 Ton Trailer	X	
1	50 Ton Trailer	X	
1	6 Ton Trailer	X	
1	12.5 Ton Trailer	X	
10	Diaphragm Pumps	X	
1	Hydraulic Pump	X	
1	Jet Pump	X	
3	Rotary Pumps	X	
6	Vacuum Pumps	X	

United Brothers Development Corp.
History of Projects

Project Name	Owner	Engineer/Owner	Representative	Rep. Phone Number	Contract Value	Completion Date
Bolles Main Campus Sewer and Drainage Upgrade	The Bolles School	England, Thims & Miller	Mike Light		\$ 152,964.91	8/25/08
SPC Force Main Site Utility Upgrade	Standard Precast	Almond Engineering	Russell Smith	(904) 268-0466	\$ 125,783.49	10/25/08
Lenox Avenue Improvements Arterial Road Reconstruction	City of Jacksonville / Jacksonville Electric Authority (BJP)	HDR	Uwe Kadelicik	(904) 536-0698	\$ 7,552,327.51	12/2/08
Arbor Village Arterial Roadway Construction	LRSP, Standard Pacific	England, Thims & Miller	Denise Adams	(904) 538-5700	\$ 1,005,375.80	1/25/09
Arbor Village Lift Station Master Sewage Pumping Station	LRSP, Standard Pacific	England, Thims & Miller	Denise Adams	(904) 538-5700	\$ 209,660.69	5/15/09
Greenland Road Improvements Regional Arterial Roadway Reconstruction	City of Jacksonville / Jacksonville Electric Authority (BJP)	Parsons Group	Kevin Grant	(904) 596-1440	\$ 6,888,941.88	10/30/09
Powers Avenue Youth Park	Richard Dostie	England, Thims & Miller	Autrey Allen	(904) 642-8990		10/30/09
Riverside Presbyterian Church May Street Parking	Riverside Presbyterian Church	Means Engineering, Inc.	Tripp Means	(904) 264-9902	\$ 156,206.00	10/30/09
Cedar Point Road and Sawpit Road Regional Arterial Roadway Reconstruction	City of Jacksonville	Waitz & Moye	Griffith Brown	(904) 642-8311	\$ 359,920.44	11/15/09
Huffman Boulevard Lift Station Regional Sewage Repumping Master Station Replacement	Jacksonville Electric Authority	ATM	Mark Cooley	(904) 759-8938	\$ 2,390,295.00	3/1/10
Oakwood Villas Regional Infrastructure Replacement	City of Jacksonville / Jacksonville Electric Authority (WSEA)	JEA	Beth Dimeo	(904) 545-5186	\$ 6,476,531.09	3/1/10
Estates of Tuscany PH 2B New Residential Site	The Deltona Corporation	Deltona Homes	Bruce Lingerfelt	(904) 794-5966	\$ 915,211.70	4/1/10
SR20 Drainage Improvements Drainage Improvements	FDOT	FDOT	Stephen Spittle	(386) 412-2332	\$ 390,336.00	8/20/10
Divers Supply New Commercial Site	Divers Supply	AVA Engineers	Ken Tumlin	(407) 699-9399	\$ 321,938.33	9/24/10
US 301 @ Ford Road Improvements	Nassau County BOCC	ET&M	Carrie Smithheart	(904) 509-9007	\$ 142,708.46	12/21/10
Citrona Drive @ Sadler Road Intersection Improvements	Nassau County BOCC	ET&M	Carrie Smithheart	(904) 509-9007	\$ 177,820.90	1/14/11
US 1 @ Ratliff Road Improvements	Nassau County BOCC	ET&M	Carrie Smithheart	(904) 509-9007	\$ 113,487.33	3/16/11
VyStar Credit Union New Branch Office	VyStar Credit Union	Dana B. Kenyon	Randy Tucker	(904) 777-0833	\$ 94,388.00	6/17/11

United Brothers Development Corp.
History of Projects

Project Name	Owner	Engineer/Owner	Representative	Rep. Phone Number	Contract Value	Completion Date
Coastal Recycling Site Commercial Building	Coastal Recycling Services, LLC	Infinity Design Builders	Michael Bruce	(904) 296-5701	\$ 1,298,242.34	6/5/11
BJ's Restaurant and Brewhouse Restaurant	BJ's Restaurant and Brewhouse	Restaurant Specialties, INC.	Ken Herr	(330) 465-5879	\$ 315,000.00	8/15/11
Silverthorn New Residential Site	Silverthorn Development, Inc.	The Wood Development	Rick Wood	(904) 264-6553	\$ 613,132.82	10/20/11
Losco Road Subdivision Residential Site	Losco Road LLC	H. Smith, Inc.	Nate Day	(904) 268-9990	\$ 920,771.00	2/15/12
Town Center Roadways Arterial Road Reconstruction	Tolomato Development District	ET & M	Brian Landeweer	(904) 642-8990	\$ 2,286,319.00	8/15/13
VyStar Credit Union CR-210 Branch Office	VyStar Credit Union	Dana B. Kenyon	Tom White	(904) 777-0833	\$ 330,500.00	9/15/12
Durbin Crossing 2D Residential Site	Durbin Crossing LLC	The Wood Development	Rick Wood	(904) 264-6553	\$ 545,000.00	3/25/13
Shore End Landing Operations International Cable Landing	Logan Diving		Scott Anderson	(904) 731-0000	\$ 80,828.00	8/13/13
2nd Street Sewer Main Replacement and Various Improvements	City of Jacksonville Beach, FL	Waitz & Moye	Dennis Dupries	(904) 642-8311	\$ 1,865,000.00	5/29/15
Lincoln Villa Area 2	Jacksonville Electric Authority	Mittauer & Associates	Ton Hamilton	HamiTR@jea.com	\$ 1,271,680.29	5/15/14
St. Patricks Catholic Church New site development for Church / School	Sauer Incorporated	Michael Coffey, PE	Dan Hart	(904) 262-6444	\$ 1,520,984.00	6/27/14
Clark Road 20" Force Main Force Main Replacement	Jacksonville Electric Authority	Gannett Fleming	Beth DiMeo	(904) 665-8139	\$ 483,559.00	1/31/14
Renaissance School of Mandarin New site development for School	Summit Construction Group	Prosser Hallock	Joel Palmer	(267) 331-4882	\$ 1,014,035.00	9/12/14
VyStar Credit Union CR-210 Branch Office	VyStar Credit Union	Dana B. Kenyon	Tom White	(904) 777-0833	\$ 164,069.00	6/30/14
Duval Charter School of Southside New site development for School	Summit Construction Group	Prosser Hallock	Joel Palmer	(267) 331-4882	\$ 937,448.00	9/12/14
Lift Station No. 7 Jacksonville Beach Lift Station	City of Jacksonville Beach, FL	Waitz & Moye	Dennis Dupries	(904) 642-8311	\$ 236,685.00	Current

United Brothers Development Corp.
History of Projects

Project Name	Owner	Engineer/Owner	Representative	Rep. Phone Number	Contract Value	Completion Date
Cedarbrook North New Site Development for Residential	Partners Three Holdings, LLC	J Lucas & Associates	Greg Matovina	(904) 292-0778	\$ 1,250,000.00	4/25/15
Safetouch Security Call Center New Site developmne for business	L Jackson Investments	Acamas Civil Engineering	Lester Jackson	(904) 268-0466	\$ 271,006.00	7/24/15
Intermodal Container Transfer Facility Expansion of JaxPort	Dana B. Kenyon	Transystem	Jamison Chatin	(904) 777-0833	\$ 8,302,266.00	2/16/16
WesPac Concrete Demolition New Site Development for Residential	Dames Point Land Company, LLC	N/A	Matt Willis	(949) 222-2852	\$ 163,765.00	10/25/15
McArthur Estates New Site Development for Residential	McArthur Estates Nassau, LLC	Dunn & Associates	Greg Matovina	(904) 514-7813	\$ 780,169.00	12/15/15
Charter School of Mandarin P 1 New site development for School	Summit Construction Group	Goodson & Nevin	Dave Ebright	(904) 466-4173	\$ 625,450.00	8/4/16
Crystal Springs Road Phase 2B Roadway / Utility Improvements	City of Jacksonville / JEA	HDR Engineering, Inc	George McGregor	(904) 598-8900	\$ 2,310,595.00	12/22/16
Valens Drive Drainage Improvements Roadway / Utility Improvements	City of Jacksonville / JEA	CDM Smith	Rob Bendig	(904) 783-9842	\$845,000.00	4/1/17
Charter School @ Coastal Duval New site development for School	Summit Construction Group	Prosser Inc.	Dave Ebright	(904) 466-4173	\$ 1,899,850.00	8/15/17
VyStar Credit Union Fernandina Beach Branch Office	VyStar Credit Union	Dana B. Kenyon	Tom White	(904) 777-0833	\$ 245,000.00	3/1/17
VyStar Credit Union St Augustine Branch Office	VyStar Credit Union	Dana B. Kenyon	Tom White	(904) 777-0833	\$ 486,560.00	4/5/17
St Vincents - North St John Site & Utility work for Hospital	Ascension Health	Brasfield & Gorrie	Lynn Jones	(205) 531-7399	\$ 600,578.00	10/31/17
Charter School of Mandarin P 2 New site development for School	Summit Construction Group	Prosser Inc.	Dave Ebright	(904) 466-4173	\$ 496,525.00	8/15/17
San Marco Water Main Extension Water Main Replacement	JEA	JEA	Michael Williams	(904) 665-6000	\$ 2,820,039.00	4/30/18
Crane Island Phase 1 New site development for Subd	The Range @ Crane Island	RS & H	Michael Coffey	(904) 256-2316	\$ 2,663,932.00	Current
St Johns Classical School @ Fleming Island New site development for School	Summit Construction Group	Matthews Design Group	Dave Ebright	(904) 466-4173	\$ 1,059,567.00	8/31/18
Crane Island Phase 2 New site development for Subd	The Range @ Crane Island	RS & H	Michael Coffey	(904) 256-2317	\$ 3,088,121.00	Current

**United Brothers Development Corp.
History of Projects**

Project Name	Owner	Engineer/Owner	Representative	Rep. Phone Number	Contract Value	Completion Date
Seaside Charter School New site development for School	Summit Construction Group	Matthews Design Group	Dave Ebright	(904) 466-4173	\$ 1,430,942.00	8/31/18
Crane Island Amenity Center	The Range @ Crane Island	RS & H	Michael Coffey	(904) 256-2317	\$ 535,183.00	6/5/19
Amelia Park Lakeside	AP Lakeside LLC	Antonopoulos Engineering	Mike	(904) 361-8193	\$ 445,250.00	5/20/19
St Johns the Divine Church	Greek Church	Goodson & Nevin	Dan Hart	(904) 262-6444	\$ 1,258,450.00	6/25/20
Quadrille	Quadrille LTD.	Donis Horne Jr	Same	(904) 285-3400	\$2,008,000.00	3/15/20
Village Park Phase 1A & 1B	Village Park REI LLC	Edward Allen	Same	(727) 498-3330	\$2,996,754.70	12/15/20
Village Park / Bradley Creek Off Site Utility	A. Y. Ventures INC.	Phil Younge	Same	(727) 498-3330	\$1,327,745.07	Current
Village Park Phase 1C	Village Park REI LLC	Edward Allen	Same	(727) 498-3330	\$1,650,000.00	6/1/21
Biltmore C STPO Regional Infrastructure Replacement	City of Jacksonville / Jacksonville Electric Authority (WSEA)	JEA	Pete Hallock	(904) 545-5186	\$ 16,122,000.00	12/1/22
10th St South Improvements	City of Jacksonville Beach	Waitz & Moye Inc.	Dennis Dupries	904-247-6286	\$ 6,207,956.00	Current

1335 EQUIPMENT SCHEDULE
(MUST BE COMPLETED AND SUBMITTED WITH BID)

Provide a list of equipment to be delivered and used by bidder to perform the Work, including land-based earth-moving equipment, storage units, etc.

A copy of the documented inspection reports, including details of the qualifications and accreditations of the inspector, shall be provided at the time of bid.

Failure to submit this documentation at the time of bid may result in the disqualification of the Bidder.

1-Cat 318 Gradeall
2-3 Ea Kenworth Triax Dump Truck
3-2 Ea WA-250 Loaders
4-2 Ea 75 Track Hoe
5-2500 Gal Water Truck
6-1 Ea EX 39 Dozer
7-1 Ea Lube Truck
8-1 Ea Flatbed Eq Truck
9-2 Ea 45' Stoeage Containers
10- 1 Ea 25' Concrete Container

1360 SCRUTINIZED COMPANIES CERTIFICATION
(MUST BE COMPLETED AND SUBMITTED WITH BID)

(Florida Statutes, Section 287.135)

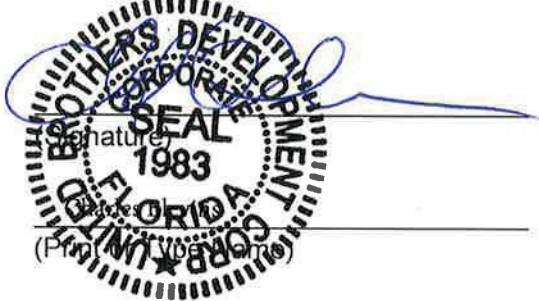
SOLICITATION NUMBER: BID NO. NC23-030-ITB
 PROJECT NAME: **SPRING LAKE ESTATES DRAINAGE PROJECT**

The undersigned, as Secretary of United Brothers Development Corp.
 (the "Contractor"), a Corp., hereby certifies the following to the Board of
 County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida,
 by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section
 287.135:

- (i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, and
- (ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum
 Energy Sector List
- (as both such lists are created pursuant to Florida Statutes, Section 215.473); and
- (iii) the Contractor does not have business operations (as that term is defined in Florida
 Statutes, Section 287.135) in Cuba and Syria; and
- (iv) the Contractor was not on either of the foregoing lists or conducting business operations
 in Cuba or Syria; and
- (v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for
 submitting false certification to the County regarding the foregoing matters; and
- (vi) the undersigned ~~is~~ is duly authorized to execute this Certification.

ATTEST:

As to Contractor Name



Date: 8-3-2023

Seal:

CONTRACTOR

United Brothers Development Corp.

(Contractor Name)

By: [Signature]

(Signature)

Its Secretary

(Title of Authorized Representative)

Derek Dostie

(Print or Type Name)

Date: 8-3-2023



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 45202

ELLIS, JOHN ELLSWORTH II

15171 CAPE DRIVE N
JACKSONVILLE FL 32226

LICENSE NUMBER: PE45202

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

