

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING THE CONSTRUCTION OF CERTAIN ROADWAY IMPROVEMENTS WITHIN THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY AT INTERNATIONAL GOLF PARKWAY, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the Marshall Creek Community Development District (District) and St. Johns County (County) filed an application for a permit with the Florida Department of Transportation for the construction of certain roadway improvements within the Florida East Coast Railroad right-of-way at International Golf Parkway; and

WHEREAS, the construction of these improvements requires a new License Agreement between St. Johns County and the Florida East Coast Railway, L.L.C.; and

WHEREAS, this new Licensing Agreement specifies that St. Johns County is responsible for constructing the roadway improvements; and

WHEREAS, it is the intent of the County and the District that construction of these improvements be accomplished by and at the expense of the District; and

WHEREAS, the Interlocal Agreement (attached and incorporated as Exhibit "A") between the District and the County for construction of certain roadway improvements within Florida East Coast Railway right-of-way at International Golf Parkway establishes the rights, duties, and responsibilities of all parties; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Interlocal Agreement between the Marshall Creek Community Development District and St. Johns County, associated with the construction of certain roadway improvements within the Florida East Coast Railway

right-of-way at International Golf Parkway and authorizing the County Administrator to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of April, 2007.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

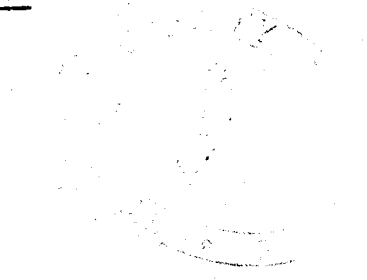
Attest:

Pam Hatten
Deputy Clerk

By:

Ben Rich
Ben Rich, Chair

RENDITION DATE 4/20/07



**INTERLOCAL AGREEMENT BETWEEN
ST. JOHNS COUNTY, FLORIDA, AND THE
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE CONSTRUCTION OF
CERTAIN ROADWAY IMPROVEMENTS WITHIN THE
PROPOSED INTERNATIONAL GOLF PARKWAY ALIGNMENT**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of the _____ day of _____, 2007, is entered into by and between:

Board of County Commissioners of St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095 ("County"); and

Marshall Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, whose address is 475 W. Town Place, Suite 100, St. Augustine, Florida 32092 ("District").

RECITALS:

WHEREAS, the District was established by an ordinance of the County Commission of St. Johns County, Florida for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure; and

WHEREAS, on the ____ day of _____, 2007, the District entered into a Construction Contract with _____ (the "Contractor"), for the construction of various utility and roadway improvements within the right-of-way of proposed International Golf Parkway (the "Project"), which contract will be administered by the District's Engineer, England-Thims & Miller, Inc. (the "Engineer"). A true and correct copy of the Standard Form of Agreement Between Owner and Contractor (the "Construction Contract"), without attachments, is attached hereto as **Exhibit A**; and

WHEREAS, consistent with the County's approved Development Order for the Marshall Creek Development of Regional Impact ("Development Order"), the Project presently contemplates the construction of certain improvements to International Golf Parkway which include impacts to the Florida East Coast ("FEC") rail crossing ("FEC Site"); and

WHEREAS, the District has already levied special assessments on benefited lands within the Marshall Creek DRI and does not intend to levy any additional special assessments to fund the Project or any obligations arising out of this Agreement; and

WHEREAS, the County has entered into a license agreement with the FEC which requires certain costs be paid by the County and which is attached here as Exhibit B (the "License"); and

WHEREAS, the District desires to ensure that any costs to the County arising out of the District's Project under the License are paid by the District at no cost to the County; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Chapter 163 Part I, Florida Statutes (2006), known as the "Florida Interlocal Cooperation Act of 1969," (the "Cooperation Act") permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the District find this Interlocal Agreement to be desirable and permissible to the exercise of their powers, duties and purposes authorized by law.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I: INTRODUCTION

SECTION 1.01. AUTHORITY. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the District Act, Chapter 125, Florida Statutes, and other applicable laws.

SECTION 1.02. RECITALS AND EXHIBITS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

SECTION 1.03. AUTHORITY TO CONTRACT. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 1.04. DEFINITIONS. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"Cooperation Act" means Chapter 163 Part I, Florida Statutes (2006), known and referred to as the Florida Interlocal Cooperation Act of 1969, and any amendments thereto.

"District Act" means Chapter 190, Florida Statutes (2006) and any amendments thereto.

ARTICLE II: COUNTY AND DISTRICT POWERS

SECTION 2.01. COUNTY POWERS. All powers inherent to the County shall in no way be affected or abridged by operation of this agreement.

SECTION 2.02. DISTRICT POWERS. Unless otherwise expressly provided in this section, the County agrees that the District shall retain all powers, rights, obligations and responsibilities granted or imposed by the District Act, as amended, including but not limited to, the general powers set forth in §190.011 and 190.012(1), Florida Statutes (2006).

ARTICLE III: RESPONSIBILITIES OF DISTRICT AND COUNTY

SECTION 3.01. PAYMENT OF COSTS. The District shall pay all costs accruing to the County under the License directly to the FEC. The District shall copy the County on all such payments.

SECTION 3.02 INSURANCE AND WAIVER OF SUBROGATION.

- (A) *Insurance.* The District shall provide the County documentary proof that the County is named as an additional insured under the Construction Contract. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that the County be provided the same protections in said policies as that accorded to the District. Subject to the County's reservation to represent itself at its own expense in the event of a claim or dispute, adjustment and settlement of any loss with the insurers shall be conducted by the District, and the District shall account to the County for the proceeds of such insurance that is applicable to the County's Items of Work. The District further agrees and covenants that the District shall be responsible for and shall provide for the satisfaction of any claims or work necessary to ensure the continued operation and use of the FEC Site to the reasonable satisfaction of its owner.
- (B) *Waiver of Subrogation.* The District and the County waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to Section 5.04 of the

Supplementary General Conditions of the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

ARTICLE IV: MISCELLANEOUS PROVISIONS

SECTION 4.01. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the County or the District, pursuant to Chapter 768, Florida Statutes (2006) or under any other State or Federal law, and any amendment thereto. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 4.02. NEGOTIATION AT ARM’S LENGTH. This Interlocal Agreement has been negotiated fully between the parties as an arm’s length transaction and with the assistance of legal counsel. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against either party.

SECTION 4.03. NOTICES. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

If to the County:	St. Johns County 2740 Industry Center Rd. St. Augustine, Florida 32084 Attn: Darrell Locklear, PE
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If to the District:	Marshall Creek Community Development District 475 W. Town Place, Suite 100 St. Augustine, Florida 32092 Attn: District Manager
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With Copies to:	Hopping Green & Sams, P.A. 123 S. Calhoun Street Tallahassee, Florida 32301 Attn: Jonathan T. Johnson
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SECTION 4.04. DEFAULT. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party 30 days from receipt of such notice to cure any such defaults and to thereafter notify the other parties of the actual

cure of any such defaults. The parties agree to act in good faith in determining the reasonable amount of time necessary to cure any breach. If the breach is not cured within a reasonable time period, the County and the District shall comply with the procedures set forth in Chapter 164, Florida Statutes (2006) and any amendments thereto.

SECTION 4.05. OTHER AGREEMENTS. Nothing in this Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement between the parties hereto.

SECTION 4.06. ASSIGNMENT OR TRANSFER. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement without the prior written consent of the other party.

SECTION 4.07. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors.

SECTION 4.08. AMENDMENT. This Interlocal Agreement shall constitute the entire agreement between the parties and may be modified in writing only by mutual agreement and execution by both parties.

SECTION 4.09. FILING. The County Attorney is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the County and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

SECTION 4.10. APPLICABLE LAW AND VENUE. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in St. Johns County, Florida.

SECTION 4.11. SEVERABILITY. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

SECTION 4.12. ENTIRE AGREEMENT. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 4.13. EFFECTIVE DATE. This Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of both parties, however,

the Tunnels and Improvements may not be commenced until the District receives all necessary permits and approvals from the County and any other agency having jurisdiction over the necessary permits and approvals.

SECTION 4.14. TERMINATION. With the exception of the circumstances outlined in Section 3.03, hereby incorporated in this Section, this Agreement can only be terminated upon written consent of both parties.

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IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

ST. JOHNS COUNTY, FLORIDA

Chairman, Board of County Commissioners

ATTEST: Clerk of the Board

Approved as to legal sufficiency:

Clerk

County Attorney's Office

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Name: _____
Title: _____, Board of Supervisors

Name: _____
Title: Secretary/Assistant Secretary

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____ as the _____ of the Board of Supervisors for the Marshall Creek Community Development District, and who has acknowledged that s/he executed the same on behalf of the Marshall Creek Community Development District and was authorized to do so. S/He is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____ as Secretary/Assistant Secretary for the Marshall Creek Community Development District, and who has acknowledged that s/he executed the same on behalf of the Marshall Creek Community Development District and was authorized to do so. S/He is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State of Florida

AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Friday 9 a.m. - Eleven Days Prior to BCC Meeting

January 23, 2007

BCC MEETING DATE

TO: Wally J. Kropacek, Interim County Administrator **DATE:** December 8, 2006
FROM: Joe Stephenson, Public Works Director **PHONE:** 209-0266
SUBJECT OR TITLE: Florida East Cost Railway Grade Crossing Agreement/International Golf Parkway

<u> </u> BUSINESS ITEM	<u> </u> BONDS	<u> </u> PUBLIC HEARING	<u> </u> ORDINANCE	Legal Review ()
<u> X </u> CONSENT AGENDA	<u> </u> APPOINTMENTS	<u> </u> BID AWARD	<u> </u> RESOLUTION	(MDH)
<u> </u> WORKSHOP	<u> </u> REPORT	<u> </u> EX PARTE COMMUNICATIONS	<u> </u> CONTRACT	(MDH)
			<u> </u> BONDS	()

BACKGROUND INFORMATION: (Attach additional pages if necessary)

Where ever a County Road crosses the FEC Railway Track the County is responsible for the cost of maintaining the railway crossing. This routine maintenance is performed under the provision of a "License Agreement" by FEC Railway or their contractor at the County's expense. Funding to cover these costs are included in the Road & Bridge Budget each year.

The attached License Agreement defines the responsibilities associated with the proposed widening improvement for International Golf Parkway within the Railway's right-of-way.

1. IS FUNDING REQUIRED? <u> X </u> YES <u> </u> NO	2. IF YES, INDICATE IF BUDGETED <u> X </u> YES <u> </u> NO
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED	OMB REVIEW ()
INDICATE FUNDING SOURCE - 1122-54608	

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2007 - _____, approving the terms, provisions, and conditions of a Railroad License Agreement, at the International Golf Parkway Grade Crossing, between St. Johns County, Florida, and Florida East Coast Railway, LLC, and authorizing the County Administrator to enter the Agreement on behalf of the County.

Administration: _____ Initials

 FORWARDED TO BCC SUPPORTING MATERIAL ATTACHED

RESOLUTION NO. 2007-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A RAILROAD LICENSE AGREEMENT BETWEEN FLORIDA EAST COAST RAILWAY, L.L.C, AND ST. JOHNS COUNTY, FLORIDA, ASSOCIATED WITH IMPROVEMENTS TO THE RAILROAD CROSSING LOCATED ON INTERNATIONAL GOLF PARKWAY, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, International Golf Parkway owned and maintained by Saint Johns County, Florida (County) crosses the railroad tracks of the Florida East Coast Railway, L.L.C. (FECR): and

WHEREAS, the grade crossing will require improvements to be made during the proposed widening project on International Golf Parkway; and

WHEREAS, the Railroad License Agreement ("Agreement") (attached and incorporated as Exhibit "A") between the Florida East Coast Railway, L.L.C, and St. Johns County, Florida, establishes the rights, duties and responsibilities of both FECR and the County with respect to the railroad crossing located on International Golf Parkway; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Railroad License Agreement between Florida East Coast Railway, L.L.C., and St. Johns County, Florida, associated with a railroad crossing located on International Golf Parkway, and authorizes the County Administrator to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of _____, 2007.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Attest:

By:

Deputy Clerk

Ben Rich, Chair

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the _____ day of _____, 2006, is between the FLORIDA EAST COAST RAILWAY, L.L.C. (Address: P. O. Drawer 1048, St. Augustine, Florida 32085), a Limited Liability Company, hereinafter called "RAILWAY" and ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY."

WITNESSETH:

That the RAILWAY, in consideration of the covenants and conditions hereinafter set forth to be performed and kept by the COUNTY, hereby permits the COUNTY to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right of way and property of RAILWAY, at the RAILWAY'S Milepost 27 + 526', more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE":

The CROSSING SITE includes any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be done by RAILWAY as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the COUNTY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event COUNTY shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by RAILWAY in performing such work.

The status of the COUNTY is that of a licensee and not lessee, granting the COUNTY the right to use the CROSSING SITE as specified herein.

In consideration of the granting of this Agreement by the RAILWAY, the COUNTY covenants and agrees with the RAILWAY as follows:

1. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. COUNTY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the COUNTY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or COUNTY upon sixty (60) days prior written notice.

3. COUNTY shall pay an annual license fee in advance to RAILWAY of \$4,000.00 (Four Thousand Dollars), for use of the Crossing. The license fee shall be increased each year on the anniversary date of this Agreement, commencing on the anniversary date of the second year of this Agreement, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the month of the

year preceding the applicable anniversary date of this Agreement by ninety (90) days. No adjustment will be made for decreases in the CPI.

4. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the COUNTY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the crossing if it shall elect to do so.

5. The COUNTY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement. If the COUNTY fails to promptly grant the RAILWAY necessary permits, COUNTY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains. COUNTY shall promptly pay such amounts upon billing by the RAILWAY.

6. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the COUNTY or RAILWAY, shall be the sole responsibility of the COUNTY.

7. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES"), at the CROSSING SITE at the sole cost of the COUNTY. The WARNING DEVICES are a Type IV, Class III installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C. Installation costs are estimated to be \$132,130.00 as

shown on the estimates for signal installation attached hereto as Exhibit B and incorporated by reference.

In addition, COUNTY shall pay unto RAILWAY annually the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

8. The RAILWAY shall replace the existing 24' wide Type T-modified grade crossing structure with a 57' wide Concrete grade crossing surface (the "SURFACE") along with other improvements as shown on the drawing, attached hereto as part of Exhibit A, in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of COUNTY. Installation costs are estimated to be \$120,848.00 as shown on the estimates for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the new SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the COUNTY. The COUNTY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located

between the ends of the ties. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the COUNTY under the provisions of this Agreement, at the sole expense of the COUNTY.

9. The COUNTY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The COUNTY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the COUNTY.

10. The COUNTY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

11. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of COUNTY.

12. The COUNTY further covenants to pay the RAILWAY, within sixty (60) days after presentation of the same, all bills submitted by Railway including maintenance bills as set forth

in Paragraph 7 above and all bills for electricity for the lighting and illumination of the CROSSING SITE if same are provided by Railway.

13. At the termination of this Agreement for any cause, or upon termination of the COUNTY'S use of the CROSSING SITE as herein described, all rights of the COUNTY shall terminate and the COUNTY shall remove, under the RAILWAY'S supervision and direction, at COUNTY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

14. To the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

15. The COUNTY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

16. To the extent permitted by law, the COUNTY acknowledges that Florida Statutes Section 768.28 contains a waiver of sovereign immunity for liability in tort and acknowledges that such statute permits actions at law against the COUNTY to recover damages set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of COUNTY while acting within the scope of the employee's office or employment under circumstances in which COUNTY, if a private person, would be liable under general laws of this State.

The COUNTY will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the COUNTY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

17. (a) COUNTY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the COUNTY. Upon receipt of a bill from RAILWAY, COUNTY shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release COUNTY from any and all other liabilities assumed by COUNTY under the terms of this Agreement, including its obligations under Paragraph 16 hereof. The COUNTY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations COUNTY shall give the

RAILWAY telephonic notice. The COUNTY further agrees that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the COUNTY.

18. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this Agreement has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the COUNTY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, in accordance with the estimate of said cost to the COUNTY to be \$252,978.00 set forth in Exhibit B and COUNTY shall pay such invoice no later than sixty (60) days from the date thereof.

19. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the COUNTY, and at its sole expense.

20. The COUNTY shall promptly pay RAILWAY all charges for replacement, repair or otherwise of the CROSSING SURFACE and RAILROAD DEVICES within sixty (60) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the COUNTY.

21. The COUNTY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities. Any damage to said cables caused by the COUNTY or its representatives shall be the responsibility of the COUNTY at its cost. Any damage to said cables caused by the COMPANY or its representatives shall be the responsibility of the COMPANY at its cost.

22. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

24. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes the June 16, 1978, agreement between the Railway and St. Johns County.

IN WITNESS WHEREOF, the RAILWAY and the COUNTY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and
Delivered in the presence of:

Witnesses as to RAILWAY

FLORIDA EAST COAST RAILWAY, L.L.C.,
a Limited Liability Company

By: _____ (Seal)

ATTEST: _____
Assistant Secretary

DATE: _____

ST. JOHNS COUNTY, a political
subdivision of the State of Florida

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

Witnesses as to COUNTY

LICENSE AREA

November 16, 2006

File: 27/39/526

INTERNATIONAL GOLF PARKWAY – MP 27+526' – FDOT # 271836R

A PARCEL OF LAND WITH UNIFORM WIDTH OF EIGHTY (80) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT INTERNATIONAL GOLF PARKWAY IN ST. JOHNS COUNTY, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED FIVE HUNDRED TWENTY SIX (526) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 27 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE MAIN TRACK.

EXHIBIT "A"

WOODLAND: REMOVE EXIST. 48' TYPE "T" CROSSING AND INSTALL 57' OMNI CONCRETE CROSSING
 INTERNATIONAL GOLF PARKWAY, MP 27+526' - FDOT # 271836R
 FILE: 27/39/526

CROSSING DESCRIPTION		PAVING DESCRIPTION	
Length of Crossing Surface:	57 Tf	Width (Across Road)	57 Ft
Number of Tracks:	1 Ea	Length (Along Road)	80 Ft
Length of Track Panel:	97 Tf	Projected Lift	3 In

AGREEMENT DESCRIPTION		GANG DESCRIPTION	
Responsible Party:	St. Johns County	1 St. Augustine Section	
Agreement Date:		8 St. Augustine Smoothing	
Division of Responsibility		1 Crane	
Encase Fiber Optic Cable	County	2 Loader	
Maintenance of Traffic	County		
Crossing Surface	County		
Track Materials	County		
Track Construction	County		
Paving	County		
Overtime	N/A		

<u>Track & Civil Work Item</u>	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Contract</u>	<u>10.00% Contingency</u>	<u>Total</u>	<u>Responsible Party</u>
Encase Fiber Optic Cable	n/a	n/a	n/a	3,750.00	450.00	4,200.00	County
Mobilization/Material Consolidation	2,126.08	3,373.80	n/a	n/a	600.12	6,100.00	County
Construct Track Panel & Place	1,189.09	1,908.67	6,397.80	n/a	1,604.45	10,500.00	County
Maintenance of Traffic/Police Protection	n/a	n/a	n/a	12,800.00	1,300.00	14,100.00	County
Remove Crossing Surface	741.12	1,793.47	n/a	n/a	265.40	2,800.00	County
Remove/Replace Structure	3,883.11	9,319.60	n/a	0.00	1,397.29	14,600.00	County
Line & Surface Track	822.93	1,668.06	9,413.04	n/a	1,195.97	13,100.00	County
Replace Crossing Surface, As Needed	1,760.17	4,259.50	21,192.18	n/a	2,788.15	30,000.00	County
Place Asphalt	182.75	57.12	n/a	17,100.00	1,760.13	19,100.00	County
Site Cleanup	670.69	829.08	n/a	n/a	200.23	1,700.00	County
Overtime Charge for Weekend Work	n/a	n/a	n/a	n/a	0.00	0.00	N/A
Totals:	11,375.94	23,209.30	37,003.02	33,650.00	10,961.74	116,200.00	

TRACK & CIVIL PROJECT COST: \$116,200.00
 ENGINEERING & SUPERVISION: 4,648.00
 TOTAL PROJECT COSTS: \$120,848.00

TOTAL SIGNAL IMPROVEMENT PROJECT COST: 132,130.00

COST TO BE BORNE BY ST. JOHNS COUNTY: \$252,978.00

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST



FLORIDA EAST COAST RAILWAY
 OFFICE OF THE GENERAL MANAGER
 OF SIGNALS AND COMMUNICATIONS

DATE: 11/09/06
 FILE: 10.2
 TYPE: IV
 CLASS: III
 NO. OF DAYS: 15
 AAR / DOT #: 271836R
 MILE POST: 27+526'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT INTERNATIONAL GOLF PARKWAY.
 This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$7,479.00	2 EA.	\$14,958.00
GATES	\$500.00	2 EA.	\$1,000.00
GATE FOUNDATIONS	\$575.00	2 EA.	\$1,150.00
ADDITIONAL FLASHING LIGHT ASSEMBLIES	\$1,486.00	1 EA.	\$1,486.00
CANTILEVERS 28'	\$13,499.00	1 EA.	\$13,499.00
CANTILEVER FOUNDATIONS	\$3,200.00	1 EA.	\$3,200.00
GENERATOR CASE W/ TRANSFER SWITCH	\$2,870.00	1 EA.	\$2,870.00
MISC. GROUND MATERIAL	\$1,606.87	1 PKG.	\$1,606.87
CONDUIT & DIRECTIONAL BORE	\$45.00	85 FT.	\$3,825.00
CABLE	\$4,000.00	1 PKG.	\$4,000.00
LED CONVERSION	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$12,629.00
TAX @ 6.5%			<u>\$3,283.00</u>
TOTAL MATERIALS			\$67,926.87
EXCAVATING EQUIPMENT PER DAY	\$181.00	15 DAYS	\$2,715.00
EQUIPMENT RENTAL PER DAY	\$125.00	15 DAYS	\$1,875.00
FOREMAN'S TRUCK PER DAY	\$35.00	15 DAYS	\$525.00
GANG TRUCK PER DAY	\$63.00	15 DAYS	\$945.00
SUPERVISORS TRUCK PER DAY	\$35.00	15 DAYS	<u>\$525.00</u>
EQUIPMENT TOTAL			\$6,585.00
ENGINEERING	\$7,500.00	1	<u>\$7,500.00</u>
ENGINEERING TOTAL			\$7,500.00
CONSTRUCTION SUPERVISION	\$312.00	15 DAYS	\$4,680.00
LABOR ADDITIVE			<u>\$2,607.00</u>
SUPERVISION TOTAL			\$7,287.00
LABOR PER DAY	\$1,188.90		\$17,834.00
NUMBER OF DAYS	15		
LABOR ADDITIVE			<u>\$10,408.00</u>
TOTAL LABOR			\$28,242.00
GANG EXPENSES PER DAY	\$553.00		
NUMBER OF DAYS	15		
TOTAL GANG EXPENSES			\$8,295.00
SUB-TOTAL			\$125,835.87
CONTINGENCIES 5%			<u>\$6,292.00</u>
TOTAL			\$132,130.00

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals – One Track	\$2,086.00
II	Flashing Signals – Multiple Tracks	\$2,760.00
III	Flashing Signals and Gates – One Track	\$3,146.00
IV	Flashing Signals and Gates – Multiple Tracks	\$3,950.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE: 14-46.002
Responsibility for the Cost of Automatic Highway
Grade Traffic Control Devices

F. A. RULE EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044. F. S.

SPECIFIC LAW IMPLEMENTED: 335.144.F. S.

*This schedule was effective July 1, 2006, and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT "C"

FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK

Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS

Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK

Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS

Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK

Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals**
- II Flashing signals with cantilevers**
- III Flashing signals with gate**
- IV Flashing signals with cantilevers & gate**

CLASS OF TRAFFIC CONTROL DEVICES

- I Flashing signals - one track**
- II Flashing signals - multiple track**
- III Flashing signals & gates - one track**
- IV Flashing signals & gates - multiple track**

EXHIBIT "C"

INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C.
AND INSURANCE REQUIREMENTS

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, L.L.C, or if Contractor is a Government Entity, agrees to the extent permitted by law will indemnify, defend and save harmless the Florida East Coast Railway, L.L.C., from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway, L.L.C., employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$5,000,000.00 each occurrence for bodily injury or death and \$3,000,000.00 property damage each occurrence with a \$5,000,000 aggregate covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement, with all railroad exclusives removed. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

EXHIBIT "D"

CONSTRUCTION CONTRACT

Marshall Creek Community Development District

Intersection Improvements at International Golf Parkway & US 1

This Construction Contract (hereinafter known as "Construction Contract") made and entered into as of the 20th day of FEBRUARY, 2007 by and between Marshall Creek Community Development District (hereinafter known as "Owner" or "District") and V.J. Usina Contracting, Inc., (hereinafter known as "Contractor");

WITNESSETH

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

ENGINEER AND CONTRACT DOCUMENTS

- A. The term engineer ("Engineer") shall refer to the engineering firm of England Thims & Miller and the CDD engineering firm of Prosser Hallock; or any or all of the above, depending on the firm charged with the responsibility for the matters with reference to which the term Engineer is used in any particular case herein.
- B. The contract documents ("Contract Documents") consist of the following:
1. This Construction Contract;
 2. The drawings ("Drawings") for the Work which are described on the Schedule attached hereto as Exhibit "A";
 3. The specifications ("Specifications") for the Work which are described on the Schedule attached hereto as Exhibit "B";
 4. The change order form as contained in Exhibit "C,"
 5. The alternates and unit prices ("Alternates and Unit Prices") for the Work which are described on the Schedule attached hereto as Exhibit "D";
 6. Contractor's table of organization ("Table of Organization") which is described on the Schedule attached hereto as Exhibit "E";
 7. The special conditions of the Construction Contract ("Special Conditions") which are attached hereto as Exhibit "F";
 8. Contractor's site logistics plan ("Site Logistics Plan") which is described in the attached hereto as Exhibit "G";
 9. Contractor's Schedule of Values ("Schedule of Values") attached hereto as Exhibit "H" which shall constitute the basis of Contractor's Schedule of Values for billing purposes;

10. Partial Waiver and Release of Lien ("Partial Waiver and Release of Lien") attached hereto as Exhibit "J";
 11. Final Affidavit, Waiver and Release of Lien ("Final Affidavit, Waiver and Release of Lien") attached hereto as Exhibit "K";
 12. The Contractor's Construction Schedule for the Work which is attached hereto as Exhibit "L";
 13. The Certificate of Insurance as required by the Contract Documents which is attached hereto as Exhibit "M";
 14. The Warranty Guarantee ("Warranty Guarantee") attached hereto as Exhibit "N";
 15. The general conditions ("General Conditions") which is attached hereto as Exhibit "O";
 16. The following Solicitation Documents are attached hereto as Exhibit "P".
 - a. Request for Proposals
 - b. Official Proposal Forms with Attachments
 - c. General Notes
 - d. Bid Bond and Certificate as to Corporate Principal
 - e. Attachment A - Affidavit
 - f. Attachment B – List of Proposed Subcontractors
 - g. Attachment C – Certificate of Compliance with Florida Trench Safety Act
 17. All Modifications and Addenda to any and / or all of the foregoing documents.
- C. Certain other documents may have been made available to Contractor that are specifically not part of the Contract Documents. These Documents have been made available to Contractor for its information only, to be used by Contractor at its own risk, and neither Owner nor Engineer warrant their accuracy or completeness.

SECTION 2

CONSTRUCTION

- A. Except as expressly provided for herein to the contrary, Contractor, at its sole cost, risk and expense shall construct, equip, provide, purchase, pay for and furnish for Owner on the Project Site the Work ("Work") which shall consist of the following, all in accordance with the Contract Documents and prevailing governmental codes and regulations as they may apply to performance of the Work:
1. The demolition, grading, storm drain piping, utility relocation, signalization, curb and gutter improvements, traffic control, road signage and striping, paving, milling, and all other improvements facilities and services, (all of which are referred to hereinafter collectively as the "Improvements") described in the Drawings referred to in Exhibit "A" hereto, the Specifications referred to in Exhibit "B" hereto, and the Alternates and Unit Prices referred to in Exhibit "D" hereto.
 2. All materials, supplies, apparatuses, appliances, equipment, fixtures, tools, implements, and all other facilities and all labor, supervision, transportation, utilities, storage and all other services as and when required for or in connection with the performance of the Work.

3. Providing and maintaining a sufficient construction office on the Project Site for Contractor's use and for the use of the Engineer and Owner's representatives; erection of street barricades; providing of necessary project security; removing and replacing fire hydrants, street signs, street lights, and traffic lights; removal of abandoned utilities and any required relocation of existing utilities; insurance specified in Section 9; paying for all appropriate permits; paying all sales, use and any other tax applicable to the Work.
4. Providing of all facilities such as sanitary facilities, drinking water, temporary lighting, temporary protection, construction water, temporary or permanent power and distribution lines, grades and layout, temporary heating and continuous cleanup and communications. Contractor is not required to provide permanent power and distribution lines unless it is determined by Owner that it would be more cost effective to do so.

The Work shall include everything shown, mentioned or necessary to produce the intended results. Omitted portions are specifically marked "Not in Contract", "NIC", "By Others", "Future" or "Existing".

5. Providing all pre-construction and construction services described in Special Conditions attached hereto as Exhibit "F".
- B.
1. The Owner shall require subcontracts to contain unit prices, separate prices, or alternate prices for certain portions of the Work covered by such subcontracts. Contractor shall be liable for the enforcement and administration of such unit prices, separate prices or alternate prices until completion of all the Work. All unit prices, separate prices or alternate prices are included in Exhibit "D" attached hereto.
 2. Owner may change portions of the Work, add to the Work, or delete portions of the Work and cause such portions of the Work so changed, added, or deleted to be performed by other contractors or subcontractors and the Contract Amount shall be adjusted accordingly. If Owner exercises such right, such portions of the Work shall be performed pursuant to a contract between Owner and other parties, or by Owner's tenants and other parties, and Contractor shall not have any further liability with respect to such portions of the Work performed by such other parties, provided, however, Contractor shall permit, at no additional cost to Owner or such other parties, such other parties to use Contractor's sanitary facilities, drinking water, temporary water supply, cranes, and all other facilities of Contractor to the same extent as if such other parties were performing under a subcontract to Contractor, and Contractor shall cooperate with such other parties to insure that the outside work shall occur at the lowest possible cost to Owner. Contractor agrees to coordinate the work of outside contractors, to include without limitation utility companies and contractors of landowners other than Owner, such that any affected portions of the Work shall be performed in accordance with the Schedule. The provisions of this Section 2 shall not alter or limit the rights of the Owner under the General Conditions attached as Exhibit "O" in the event the Owner elects to take over and complete a portion of the Work in the event of default of the Contractor under the Contract Documents.
- C. The Work shall be done in a professional and competent manner, consistent with the Engineer's design requirements, and all the materials furnished and used in connection therewith shall be new and in accordance with the Contract Documents. Contractor shall cause all materials to be readily available as and when required or needed in accordance with the Schedule.

- D. Contractor shall begin the Work within five (5) days of receipt of written notice to proceed from Owner ("Notice to Proceed") and issuance of all requisite permits and not before.
- E. Contractor shall provide fencing within the Project Site as required by the Contractor to keep equipment and material safe from theft and vandalism and in a manner consistent with all applicable codes and the requirements of the Contract Documents.
- F. Contractor shall continuously remove from all areas of the Project Site all rubbish, debris, or surplus materials which may accumulate from the prosecution of the Work.
- G. All subcontracts or material purchases in excess of twenty five thousand dollars (\$25,000.00) shall be submitted to Owner prior to being executed by Contractor or subcontractor. The Owner shall be required to give approval within five (5) business days of submission. The Owner must show good cause for any rejection or substitution of entities by the Owner.
- H. All subcontracts shall contain a clause, approved by Owner, for direct assignment of all subcontracts from Contractor to Owner.
- I. In addition to the revised Schedule required by Section 3.B.2, Contractor shall submit to Owner, each month as an attachment to the Application for Payment, and, a detailed report reflecting the previous month's activities and the next month's activities.

SECTION 3

TIME OBLIGATIONS AND SCHEDULES

- A. 1. Time is of the essence in the performance of this Construction Contract.
- 2. Contractor shall commence performance of the Work and thereafter shall diligently proceed with the performance thereof to completion and agrees to complete all of the Work not later than ~~248~~²⁷⁰ days from Owner's issuance of a written notice to proceed (Hereinafter called "Time of Completion"). However, if Contractor is delayed in the performance of the Work by reason of, and only by reason of, (i) unusual and extreme weather, or (ii) war or national conflicts or priorities arising therefrom, then the Time of Completion shall be extended for a period equal to the length of such delay, if, within five (5) days after such delay Contractor requests such extension, in writing, for such delay, and provided that Owner approves such request for extension. In the case of a continuing cause of delay, Contractor shall be required to make only one such request with respect thereto. In the event of an extension of the Time of Completion, Contractor shall be required to make only one such request with respect thereto. In the event of an extension of the Time of Completion, Contractor shall not be reimbursed for any costs incurred as a result of the delay and no adjustment shall be made to the Contract Amount.
- 3. It shall be the Contractor's responsibility to prove to Owner that the delay in the Time of Completion was caused specifically by a delay in a portion of the Work that was on the critical path of the Schedule.
- 4. Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by Contractor or its subcontractors.




 OWNER 
 CONTRACTOR 

- B.
1. Contractor shall submit, for Owner's approval, within fifteen (15) days of the execution of this Construction Contract a complete and detailed critical path schedule ("Schedule") of sufficient scope to clearly define reasonable unitary and total times for all portions of the Work. (Contractor agrees to execute and return to Owner the Contract within three (3) business days of receipt of the same.
 2. Upon approval of Schedule by the Owner, such Schedule shall become a part of the Contract Documents and Contractor shall submit, for Owner's approval, an accurate and revised Schedule, each month, reflecting any changes to the Schedule and any approved extensions to the Time of Completion, attached to the Application for Payment.
 3. The Contractor shall maintain the Schedule and meet all critical path dates. Should Contractor fail to meet any of the critical path dates, upon written notice from Owner, Contractor shall cause its employees, subcontractors, and all other parties covered by this Construction Contract to perform and work at hours and on days, in addition to the normal working hours and normal working days, whatever overtime work or shift work is necessary to return to the original Schedule. Contractor shall not be reimbursed for any additional compensation paid to its employees or its subcontractors' employees or for any cost resulting from such overtime work or shift work and no adjustment shall be made to the Contract Amount.

SECTION 4

CONTRACT AMOUNT

- A. In full consideration for the full and complete performance of the Work and all obligations of Contractor hereunder, Owner shall pay to Contractor a sum of money equal to:
- (a) The sum of **One Million Two Hundred Ten Thousand Five Hundred Thirteen Dollars and Twenty-five Cents (\$1,210,513.25)** (which sum is referred to as the "Contract Amount"),
- B. Contractor represents that it has inspected the Project Site and has satisfied itself as to the condition thereof and that the Contract Amount is just and reasonable compensation for all the Work including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with the conditions indicated by the Contract Documents or other documents furnished Contractor for its information.
- C. Contractor has closely reviewed the Contract Documents and accepts the design insofar as the capability of being constructed generally in accordance with the Contract Documents. Any modification to the Work requested by Contractor shall not increase the Contract Amount.
- D. The Contract Amount shall expressly include any and all compensation to the Contractor for the following items:
1. All labor directly on Contractor's payroll used to provide the General Conditions and the Special Conditions attached as Exhibit "O" and "F" respectively and, if and to the extent approved in advance by the Owner, and used in the performance of the trade contractor Work on the Project Site, including social security, old age benefit taxes and other taxes related thereto and fringe benefits;

OWNER 
 CONTRACTOR 

2. Salaries of Contractor's employees stationed at the field office, in whatever capacity employed, including employees engaged at shops or on the road, in expediting the production or transportation of material to be used in the performance of the Work;
3. Sales and use taxes, timber taxes, permit fees, royalties, Associated General Contractors' Fees and deposits lost for causes other than Contractor's negligence;
4. Losses, approved claims and expenses not compensated by insurance or otherwise, sustained by Contractor in connection with the Work. Such losses shall include settlements made with the written consent and approval of Owner;
5. Minor expenses, incurred at the Project Site, such as telegrams, telephone service, express mail and postage and similar petty cash items;
6. Hand tools furnished by Contractor and used in the performance of the Work;
7. Materials, supplies, equipment, transportation and all other costs required for the proper execution of the Work;
8. The amounts paid by Contractor to all subcontractors pursuant to this Construction Contract for Work performed; provided that such amounts shall be based on the initial subcontract amounts approved by the Owner and adjustments to which the subcontractor is entitled under this Construction Contract;
9. Premiums on all bonds and insurance policies obtained by Contractor in the discharge of its obligations under this Construction Contract, less all refunds of such premiums;
10. Actual rentals and insurance paid for all construction equipment rented by Contractor from third parties; the cost of transportation of said construction equipment, costs of loading, unloading, installation, dismantling and removal thereof, and the cost of minor repairs and parts replacements thereto during its use on the Work. The total sum paid to Contractor for any individual item of equipment owned by Contractor shall not exceed ninety percent (90%) of the replacement value of said equipment;
11. Cost of removal of all trash and debris;
12. Costs incurred due to an emergency affecting the safety of persons or property;
13. Other costs incurred in the performance of the Work if and to the extent expressly approved in writing by Owner;
14. Travel expenses incurred by Contractor's employees in connection with the Work;
15. The portion of the salaries and benefits of any officer or executive of contractor or persons employed in the main office of the Contractor associated with the execution of the Work;
16. Overhead or general expenses incurred at Contractor's home office in conjunction with the execution of the Work.
17. Interest on capital employed on equipment or in expenditures related to completion of the Work.

- E. Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. Owner shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of five (5) years after final payment hereunder.
- F. Upon completion of the Work or the appropriate parts thereof, except for Contractor-owned equipment used in connection with the Work, Owner shall have the preferential right to purchase from Contractor or assume lease-purchase balance of all materials, supplies, equipment, temporary facilities, hand tools and all other items, included in the Cost of the Work but not consumed in the performance of the Work. If Owner does not exercise the right of purchasing, then Contractor shall sell to a third party or transfer to itself at the then fair market value thereof, all such supplies, materials, equipment, temporary facilities, hand tools and other items purchased for use in the Work. The amounts received from such sale (or the fair market value thereof in the case of transfer to Contractor) shall be credited against the Contract Amount.

SECTION 5 Omitted.

SECTION 6 Omitted.

SECTION 7A

PROGRESS PAYMENTS

- A. Contractor's Applications for Payment shall be based upon the Schedule of Values included herewith as Exhibit H.
- B. On or before the twentieth (20th) day of each month, Contractor shall submit to Engineer and Owner for approval a request for payment ("Application for Payment") in a form acceptable to Owner. Each Application for Payment shall set forth that part of the Contract Amount which is attributable to that portion of the Work performed by Contractor during the preceding month based on the Schedule of Values and the value of materials stored at the Project Site. Owner agrees to make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment in compliance with section 218.735, Florida Statutes. Within twenty (20) days of the date on which the Contractor's Application for Payment is stamped as received pursuant to section 218.74(1), Florida Statutes, all work described in the Contractor's Application for Payment which is accepted by the owner shall be paid in full, as provided by this Contract.

If the Owner refuses to make payment of the full amount represented by Application for Payment, Owner must give Contractor written notice specifying the deficiency or reason for refusal of payment within twenty business days after the Application for Payment was received by the Owner. If Contractor submits a corrected Application for Payment which correct the deficiency specified in writing by Owner, the corrected Application for Payment must be paid or rejected on the later of: (a) ten business days after the date the corrected Application for Payment is stamped as received by the Owner; or (b) the first business day after the next regularly scheduled meeting of the governing body of the Owner held after the corrected application for payment is stamped as received by Owner.

Pursuant to section 218.76(2), Florida Statutes, should a disagreement occur between the Contractor and Owner concerning an application for payment, either party may request a proceeding to resolve the dispute held before a member of the Board of Supervisors or

the Owner's District Manager, as appointed by the Owner's Chairman of the Board of Supervisors. The proceeding shall commence not later than forty-five (45) days after the date on which the application for payment was received by the Owner and shall be concluded by final decision of the Owner not later than sixty (60) days after the date on which the application for payment was received by Owner.

All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at a rate of one percent (1%) per month from the date that payment is due.

- C.
1. Ten percent (10%) shall be retained from each Progress Payment until the Work has been completed in accordance with the Contract Documents and all provisions related to Project close out have been fulfilled.
 2. Contractor may elect, upon notification to Owner, to retain additional sums, over the ten percent (10%) required, from a subcontractor. If, however, such additional retainage is made, then an equal amount will be retained by Owner from Contractor. The decision as to when this additional retainage shall be paid to the subcontractor shall be made by Contractor. This withholding of additional retainage shall not be a cause for Owner to withhold payment to Contractor referred to in Paragraph F herein.
- D. If, at any time, Owner or Engineer in its sole good faith judgment, determines that the portion of the Contract Amount then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payment will be due Contractor unless and until Contractor performs a sufficient portion of the Work so that such portion of the Contract Amount then remaining unpaid is determined by Owner and Engineer to be sufficient to complete the Work in accordance with the Contract Documents. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates to or to relieve Contractor of any of its obligations hereunder with respect to such Work.
- E. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by a Progress Payment, whether incorporated in the Work or not, will pass to the Owner upon the receipt of such Progress Payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Although title shall pass to Owner for materials stored on site which are not actually installed as a part of the Work at the time of the Application for Payment, Contractor shall remain responsible for the safety and protection of and insurance coverage on said materials.
- F. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions exist:
1. Contractor has failed to perform its obligations hereunder or otherwise is in default under this Construction Contract;
 2. If any part of such payment is attributable to work which is not performed in accordance with the Drawings and Specifications; provided, however, payment shall be made as to the part thereof attributable to the portion of the Work which has been performed in accordance with the Drawings and Specifications;
 3. Contractor has failed to make payments promptly to subcontractors or for material or labor used in the Work for which Contractor has received payment of all amounts due and owing to Contractor under this Construction Contract;

4. Contractor has failed to provide the revised Schedule with the Progress Payment.
- G. Contractor shall use the sums advanced to it solely for the purpose of the performance of the Work. Upon request from Owner, Contractor shall furnish to Owner satisfactory proof as to the disposition of any monies advanced to Contractor hereunder.
- H. Contractor promptly shall pay all bills for labor performed and materials furnished in connection with the performance of the Work and at the request of the Owner shall deliver to Owner copies of all invoices, receipts, affidavits and other evidence of payment. When Contractor receives payment from Owner for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due to those subcontractors and suppliers within fifteen (15) days after the Contractor's receipt of payment from Owner pursuant to section 218,735(6), Florida Statutes.
- I. As a condition precedent to each payment under this Contract, Contractor shall furnish to Owner from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work, in a form suitable for recording in the appropriate records of the County Clerk of the county in which the Project Site is located, affidavits that no liens or rights in rem of any kind lie upon or have attached against the Project Site or Work, materials, articles or equipment therefor and shall furnish such other documents as may be required by Owner, any lender of Owner or the title insurer insuring Owner's interest in the Work or an insuring lender of Owner as may be necessary in their respective individual judgments to protect their respective interests. The Contractor agrees, and this Contract is upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold Owner harmless from and against such liens, rights and any and all expenses incurred by the Contractor or Owner in discharging them. Contractor shall not file or record this Contract. In addition, but in no way limited by the foregoing, Contractor agrees to promptly execute and deliver such documents as Owner may request in order to evidence the provisions of this Section. The acceptable forms as discussed herein are included herewith as Exhibits "J" and "K".
- J. Contractor shall establish a separate bank account and all Progress Payments shall be deposited to this account. All payments for labor, material, or to subcontractors shall be disbursed from this account. All transactions of this account shall be made available to Owner upon Owner's request.
- K. If, at any time in the opinion of Owner or Engineer, the Schedule of Values does not approximate the actual cost then being incurred by Contractor, Contractor shall prepare, for Owner's approval, a revised Schedule of Values approximating actual costs which shall then be used as the basis for future progress payments.

SECTION 7B

FINAL PAYMENT

- A. For purposes of this Contract, "Final Payment" shall mean an amount equal to ten percent (10%) of the Contract Amount or the amount actually retained by Owner if Owner elects to retain less than or more than ten percent (10%) of the Contract Amount. Upon receipt from Contractor of written notice that the Work is fully complete and ready for final inspection and acceptance, the Owner shall, within two (2) weeks after receipt of such notice make such inspection. When and if Owner and Engineer find the Work has been fully completed in accordance with the Contract Documents, the unpaid balance of the Contract Amount less and except the Final Payment shall be paid to Contractor. The Final Payment shall be paid to Contractor thirty (30) days after approval by the Marshall Creek Community Development District Board of Supervisors and the Final Certificate

has been issued by Owner and Engineer, and applicable documentation as required by the Contract Documents has been completed.

- B. As conditions precedent to Final Payment under this Contract, the Contractor shall: (i) execute a final release of all claims and liens against the Owner and the land and improvements upon which the Job Site is located arising under or by virtue of such terminations (form included herewith as Exhibits "J"; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work (Exhibits "J" and "K"); (iii) furnish any and all governmental certificates required by the Contract Documents; (iv) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (v) have done and performed all other things required of it pursuant to the Contract Documents; (vi) furnish Owner with the Certificate of Use or Occupancy, as the case may be; and (vii) warrant all workmanship as outlined in Exhibit "N" hereto and furnish signed copies of this Warranty Guarantees (signed by Contractor, subcontractors, materialmen, suppliers, laborers, or others furnishing work, labor, materials, machinery, or fixtures in the performance of the Work). Acceptance of any Work or any possession taken by Owner shall not operate as a waiver of any provision of the Contract Documents or any right or power therein reserved to Owner including any right to damages provided therein.

SECTION 8

CHANGES IN THE WORK

8.1 CHANGES

8.1.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or any adjustment in the Contract Amount or the Time of Completion as stated below. The Contract Amount and the Time of Completion may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Amount or the Time of Completion.

8.1.2 The Owner, without nullifying the Contract, will make numerous changes in the Work either to decrease, increase or modify the Work by giving the Contractor a written Change Order Request setting forth the nature of the change. Upon receipt of a Change Order Request, Contractor shall furnish to the Owner within 5 days, or less, a proposal setting forth in detail, as required by the Owner, the Contractor's request for changes to the Contract Amount, if applicable; and the Time of Completion, if applicable, attributable to the changes set forth in the Change Order Request. The Owner shall at all times have the right to participate directly in the negotiations of Change Order Requests with Subcontractors and material suppliers. If the Owner approves in writing such proposal by the Contractor, such Change Order Request and such proposal shall constitute a Change Order.

8.1.2.a. Any Change Order Request by the Contractor that includes a request for an extension of the Time of Completion, must include a detailed analysis by the Contractor that justifies the request for such extension. Requests for extensions of the Time of Completion made in association with Owner requested changes in the work will only be approved when the Contractor can demonstrate a direct, adverse impact on the critical path timeline.

8.1.3 The proposal submitted by the Contractor shall be consistent with the Alternates and Unit Prices listed in Exhibit D attached hereto. The Alternates and Unit Prices shall be used for additions to and deletions from the scope of work.

8.1.3.1 Engineer and/or the Owner's Representative will determine and/or verify the actual quantities and classifications of any Work performed by Contractor according to the Alternates and

Unit Prices. Engineer will review with Owner's Representative and Contractor, Engineer's preliminary determinations on such matters before rendering a written decision regarding the Contractor's proposal.

8.1.4 In the event that all or a portion of the scope of work in the Change Order Request is not covered by the Alternates and Unit Prices listed in Exhibit D or upon direction from the Owner, the Contractor will provide a lump sum proposal in response to the Change Order Request. The lump sum proposal for additional or deleted work shall be determined as follows:

8.1.4.1 For additional work to be performed by the Contractor's Subcontractors, a lump sum itemized to show the net amount of each Subcontractor's direct costs for labor, materials, equipment rental, and transportation for or in connection with such work, of the Contractor and the Contractor's Subcontractors. Direct cost for labor shall be the total cost to the Subcontractors, and the cost for material shall include taxes, if any. The Contractor understands that the itemized proposal shall include the Subcontractors' direct costs for labor, materials, equipment rental, and transportation above stated and a 15% markup by the Contractor's Subcontractors for supervision (field and home office), small tools and related items, fuels, general expenses, overhead and profit, and other related items plus a 10% mark up for the Contractor's supervision, general expenses, overhead and profit.

8.1.4.2 For additional work to be performed by the Contractor's own forces, a lump sum itemized to show the net amount of the Contractor's direct costs for labor, materials, equipment rental and transportation and as markup on direct costs equal to 21% of direct costs for any and all overhead and profit.

8.1.4.3 For deleted work to be performed by the Contractor's Subcontractor's, the Owner shall receive a lump-sum credit equal to the net credit to the Contractor as itemized by the Contractor's Subcontractors for labor, materials, equipment, transportation and taxes, plus a 15% mark up covering such items as normal charges for supervision (field and home office), general expenses, overhead and profit of the Contractor's Subcontractors and a 10% mark up for the Contractor's supervision, general expenses, overhead and profit.

8.1.4.4 For deleted work to be performed by the Contractor's own forces, the Owner shall receive a lump sum credit equal to the net estimated savings to the Contractor on account of the deleted work for labor material, equipment, transportation and taxes and a mark up on direct costs equal to 21% of direct costs for any and all overhead and profit.

8.1.5 If the proposal for a Change Order Request as submitted by the Contractor is acceptable to the Owner, a Change Order will be issued by the Owner for the amount to be added to or deducted from the Contract Amount.

8.1.6 The Owner may change portions of the Work, add to the Work or delete portions of the Work which may then be performed by other contractors or subcontractors. The Contract Amount shall be adjusted accordingly for such changed, added, or deleted work. If the Owner exercises such right, those portions of the Work shall be performed pursuant to a contract between the Owner and the appropriate parties, and the Contractor shall not have any further liability with respect to such portions of the work performed by such other parties, provided, however, in each instance the Contractor shall permit at no additional cost to Owner or such other parties the use of Contractor's temporary or permanent facilities, hoisting equipment and all other facilities of the Contractor to the same extent as if such other parties were performing under a Subcontract to Contractor. The Owner agrees that such portions of the Work shall be performed in accordance with the Schedule.

8.2 CONCEALED CONDITIONS

8.2.1 The Contractor accepts with full responsibility and liability the execution of the Work and Owner shall have no responsibility or liability for the execution or any additional cost of that portion of the Work.

8.3 CLAIMS FOR ADDITIONAL COST

8.3.1 If the Contractor wishes to make a claim for an increase or decrease in the Contract Amount, the Contractor shall give the Owner written notice thereof within 5 days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 11.3 of the General Conditions. No such claim shall be valid unless so made. Any change in the Contract Amount resulting from such claim shall be authorized by Change Order.

8.3.2 If the Contractor claims that additional cost is involved because, but not limited to, (1) any written interpretation pursuant to Subparagraph 4.2.12 of the General Conditions; (2) any order by the Owner to stop the Work pursuant to Paragraph 2.3 where the Contractor was not at fault; (3) any written order for a minor correction in the Work issued pursuant to Paragraph 8.4; or (4) failure of payment by the Owner, the Contractor shall make such claim as provided in Subparagraph 8.3.1.

SECTION 9

INSURANCE

During the entire term of this Construction Contract and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required in this Section 9. Such insurance shall be kept in full force and effect until acceptance of the Work by Owner except as otherwise noted. Before proceeding with any Work, Contractor shall furnish to Owner and Engineer, and any governmental agency designated by Owner an original certificate of insurance in acceptable form, executed in triplicate by insurance companies approved by Owner to evidence the insurances required of Contractor as set forth below. Certificates which deviate from this form or which are determined incomplete by the Owner or Engineer will be returned for resubmission by Contractor.

The Owner, its Board of Supervisors, Officers and Agents, as well as Engineer and Marshall Creek, Ltd., shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employers liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and Owner with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to Owner from such insurance companies, mailed to Owner, with copies to Engineer, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage. The presence on the Project Site of representatives of the Owner or the participation by the Owner's representatives in the Project shall not invalidate any of Contractor's insurance.

COVERAGE

LIMITS

- | | |
|---|--|
| a) Worker's Compensation | Statutory Limits |
| b) Employers Liability | \$1,000,000 per occurrence. |
| c) Comprehensive General Liability
(Occurrence Form) | \$1,000,000 combined single limit bodily injury
and property damage per occurrence and
project specific aggregate. |

Including but not limited to:

- Premises, operations and elevators.
- Independent Contractors.
- Broad form property damage.
- Personal Injury.
- Blanket contractual liability.

- Blanket fire and explosion legal liability.
- Liquor liability exclusion deleted.
- Explosion, collapse and underground hazard included.
- Products liability.
- Completed operations coverage for 3 years after completion and acceptance of the Work.

- d) Automobile Liability \$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.
- e) Umbrella Liability \$5,000,000 per occurrence and project specific aggregate.
- g) Fire and extended coverage including theft on equipment, tools and materials owned or rented by Contractor. Amount sufficient to fully protect against loss.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section, except for Excess Umbrella Liability which shall be no less than \$3,000,000 or such other amount as agreed to by Owner and Contractor. Contractor shall furnish Owner evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of this Construction Contract. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against Owner.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A-, IX or better.

Owner and Contractor acknowledge that the insurance requirements set forth in the Contract Documents may be required to be varied by Owner's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the Owner, provided Owner bears any additional cost occasioned thereby.

SECTION 10

BONDS

Contractor shall obtain and thereafter at all times during the performance of the Work maintain a performance bond and a labor and material payment bond, each in form and substance satisfactory to Owner, and Contractor agrees to exert its best efforts to obtain such bonds at the lowest possible cost to Owner. Such bonds shall comply with Section 255.05, Florida Statutes.

SECTION 11

INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. Owner shall have the right to insist that all the provisions and requirements of the Construction Contract are carried out by Contractor, but Contractor shall have the complete and exclusive control, except for Owner's rights under this Construction Contract and direction over the method and manner of obtaining results.

SECTION 12

WAIVER

No consent or waiver, express or implied, by either party to this Construction Contract of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Contract Documents specify a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Inspection or failure of Owner to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder unless such portion of the Work is accepted in writing by Owner.

SECTION 13

CONFLICTS

In case of conflict between any provision of this Construction Contract and any provision in any other Contract Documents, the provisions of this Construction Contract shall prevail.

SECTION 14

PROTECTION OF WORK AND ADJACENT PROPERTY

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in the Contract Amount nor any extension of the Time of Completion.
- B. If any property, to include without limitation streams, waterways and wetlands are damaged to any extent, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in the Contract Amount nor any extension of the Time of Completion.

SECTION 15

PERSONNEL

Contractor will furnish management staff generally in accordance with the Table of Organization described on the Schedule attached hereto as Exhibit "E". Contractor will supplement such management staff with whatever additional supervisory personnel are required to ensure that the Work will be completed by the Time of Completion. Owner shall have the right to approve all

Contractor's management staff and at Owner's request Contractor will replace any personnel unacceptable to Owner.

SECTION 16

COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Project in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction.

SECTION 17

ENTIRE AGREEMENT

The Contract Documents constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements with respect hereto not incorporated herein are hereby cancelled. This Construction Contract can be modified or amended only by document duly executed on behalf of the parties hereto.

SECTION 18

REPRESENTATIVE

The Owner hereby designates to Contractor that Peter Hallock of Prosser Hallock, the District Engineer, is to be the Owner's representative. Such designation shall continue in full force and effect until Owner gives Contractor written notice setting forth the name of successor representative.

SECTION 19

ASSIGNMENT AND SUBCONTRACTS

Except with the express written consent of Owner, Contractor shall not assign, subcontract or otherwise transfer any of its obligations hereunder. This Construction Contract shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

SECTION 20

SIGNS

Owner shall have the right to place on the Project Site such signs as it may elect. Contractor shall not place any signs on the Project Site without Owner's permission.

SECTION 21

PERMITS AND LICENSES

- A. Contractor shall obtain, at its expense, all necessary licenses, burning permits, dewatering permits, and NPDES permits, and similar authorizations from governmental or other authorities required in order to perform the Work and shall give notices required by and otherwise comply with all applicable laws, ordinances, rules, regulations and restrictions as they apply to the performance of the Work. Contractor shall notify Owner of all conflicts between the Contract Documents and any laws, ordinances, rules, regulations and restrictions. If Contractor performs any portion of the Work contrary to

such laws, ordinances, rules, regulations or restrictions as they apply to the performance of the Work, Contractor shall bear all costs arising therefrom.

- B. Contractor shall pay all taxes and all contributions imposed or required by any law for any employment insurance, pensions, old age retirement funds, or similar purposes.
- C. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 22

INDEMNITY

- A. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with Section 9, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise and to all property caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor, employees of Contractor or its subcontractors, resulting from, arising out of or occurring in connection with the execution of the Work. Contractor agrees to indemnify and save harmless Owner, its officers, agents, servants and employees and affiliated owners of the property, from and against any and all such claims, and further from and against any and all loss, cost expense, liability, damage or injury, including legal fees and disbursements, that Owner, its officers, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof; and Contractor agrees to and does hereby assume, on behalf of Owner, its officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against Owner, its officers, agents, servants or employees upon or by reason of such claims and to pay on behalf of Owner, its officers, servants, agents or employees upon its demand, the amount of any judgment that may be entered against Owner, its officers, agents, servants and employees in any such action. In the event that any such claims, loss, cost, expense, liability, damage or injury arise or are made, asserted, or threatened against Owner, its officers, agents, servants or employees and Owner shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify Owner, its officers, agents, servants and employees from and against any and all such claims, loss, cost, expense, liability, damage or injury, including legal fees or disbursements, or Owner in its discretion, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefor.
- B. Contractor shall not voluntarily permit any laborer's, materialmen's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed. If any laborer's, materialmen's, mechanic's or other similar lien or claim is filed and if Contractor does not cause such lien to be released or discharged (by payment, bonding or otherwise and as promptly as possible), Owner shall have the right to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid from the Contract Amount. Contractor shall indemnify and hold harmless Owner from all claims, losses, demands, causes of actions or suits of whatever nature arising out of such lien or that part of the Work covered thereby.
- C. Contractor hereby subordinates all contractor's, laborer's, mechanic's, materialmen's and similar liens that it may have or acquire hereunder as to the Work to the liens securing payment of sums now or hereinafter borrowed by Owner. At the request of Owner, Contractor shall execute such additional documents as may be requested from time to

time by Owner or Interim Lender to give effect to the provisions hereof, and shall cause subcontractors and other parties furnishing labor or materials for the Work to subordinate their liens to such aforesaid sums.

- D. Contractor shall not enter into any contract for the supply of materials or services to the Project which purports to grant a security interest or right of repossession to any person or entity respecting the Work or the Project Side, or any portions thereof or chattels placed thereon.
- E. Nothing herein shall be construed as or constitute a waiver of Owner's limitations on liability contained in section 768.28, F.S., or other statute or law.

SECTION 23

TERMINATION

- A. Owner may immediately cancel the Construction Contract without liability to Contractor in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, or (e) execution of an assignment or assignment that is not vacated or nullified within fifteen (15) days of such event.
- B. Owner reserves the right to cancel all or any part of the Construction Contract, without liability to Contractor, if Contractor: (a) fails to commence the Work in accordance with the provisions of this Construction Contract, (b) fails to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Construction Contract, (c) fails to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (d) fails to perform any of its obligations under this Construction Contract, or otherwise repudiates or breaches any of the terms of this Construction Contract, including Contractor's warranties and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Owner specifying such failure or breach.
- C. Owner shall have the right after giving Contractor the ten (10) days written notice described in Section 23.B. to (i) terminate this Construction Contract, (ii) take possession of and use all or any part of Contractor's materials, equipment, supplies and other property of every kind used by Contractor in the performance of the Work and to use such property in the manner it deems desirable to complete the Work including engaging the services of other parties therefor. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy the cost to Owner of the performance of the balance of the Work is in excess of that portion of the Contract Amount which heretofore has not been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess. If the cost to Owner for the performance of the balance of the Work is less than the portion of the Contract Amount which theretofore has not been paid to Contractor hereunder, Owner shall pay such difference to Contractor, but only to the extent of amounts due to the Contractor for Work properly performed prior to the effective date of termination. In no event shall the Contractor be entitled to any savings if the Construction Contract is terminated for cause hereunder.
- D. Any provisions hereof to the contrary notwithstanding Owner shall have the right to terminate this Construction Contract without cause at any time by giving Contractor fifteen (15) days written notice thereof. Upon receipt of such notice, Contractor immediately shall terminate performance of the Work and make every reasonable effort to mitigate its

losses and damages hereunder; provided, however, in connection with such termination Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination without cause, Contractor shall retain all sums of money theretofore paid hereunder to Contractor, and Owner shall pay to Contractor (i) all retainages, if any, theretofore retained hereunder by Owner; (ii) a sum of money equal to the cost of all Work performed hereunder by Contractor for which payments have not theretofore been made hereunder; and (iii) the pro rata portion of Contractor's Fee applicable to the Work performed; and Owner shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work and indemnify Contractor from all liabilities thereafter arising thereunder. Following the effective date of such termination, Contractor shall have no further liability under this Construction Contract other than with respect to matters which occurred prior to such effective date and are not assumed by Owner. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed or other consequential damages.

SECTION 24

NOTICES

- A. All notices to be given hereunder shall be in writing and all payments to be made hereunder shall be by check, and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Construction Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.
- B. All notices to be given to Contractor shall be sent to or made at:
- C. All notices to be given to the Owner shall be sent to or made at:

Marshall Creek CDD
475 W. Town Place
St. Augustine, FL 32092-3649
Attn: District Manager

Prosser Hallock
13901 Sutton Park Drive S., Suite 200
Jacksonville, FL 32224
Attn: Peter Hallock

With copies to: Hopping Green & Sams P.A.
123 South Calhoun Street
Tallahassee, FL 32301
Attn: Jonathan T. Johnson

Walter R. O'Shea
Chairman, Board of Supervisors
Marshall Creek CDD
605 Palencia Club Drive
St. Augustine, FL 32095

- D. By giving the other party at least fifteen (15) days written notice thereof, the parties hereto shall have the right to change their respective addresses or to whom notices are to be sent.

SECTION 25

CONTRACT DOCUMENTS A JOINT PRODUCT

Though the first drafts of the Contract Documents were drafted by Owner, by submitting a proposal or bid, Contractor agrees that it has thoroughly reviewed and agreed to the form of the Contract Documents and has had the opportunity to consult with counsel and/or contest the terms of the Contract Documents prior to such submission, if desired, and accordingly there will be no presumption in favor of either party in connection with the interpretation or construction of any provisions of the Contract Documents.

SECTION 26

ACCESS TO BOOKS AND RECORDS

The Contractor shall prepare and maintain complete records of all Project costs, included within the Contract Amount as adjusted by Change Orders, which records shall be in such format and detail as is acceptable to the Owner. Owner reserves the right to request supporting documentation for all amounts charged to Owner. Records will be subject to audit at any time during the term of this Construction Contract and for a period not to exceed five (5) years after any amount is billed. Within thirty (30) days of receiving a request, Contractor will furnish to Owner copies of all invoices (and make available all original invoices) to support all charges and complete payroll records to support labor charges. Owner reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Construction Contract, both direct and indirect costs, including overhead allocations as they may apply to costs associated with this Construction Contract. If requested by Owner, Contractor will provide supporting records in a computer readable format as well as a hard copy. This right to audit will also apply to any charges resulting from cancellation for breach or termination. Cancellation or termination charges shall be submitted in sufficient detail, together with adequate supporting information to facilitate checking by the Owner.

The Contractor agrees and understands that Owner is a special purpose unit of local government and as such is subject to Chapter 119, F.S. Contractor agrees and covenants to fully cooperate with Owner, to Owner's full satisfaction, in responding to requests for public records pursuant to Chapter 119, F.S.

If an audit reveals overcharges that exceed 5% of the total annual Construction Contract billings, Contractor will reimburse Owner for the cost of the audit and pay 1.5 times the amount of the overcharges as liquidated damages.

SECTION 27

RIGHTS OF TITLE

Contractor agrees that all work products of Contractor's employees, suppliers and subcontractors, including drawings, designs, reports, manuals, programs, tapes and any other material prepared by Contractor's employee under this Construction Contract shall belong exclusively to the Owner.

SECTION 28

PROPRIETARY INFORMATION

In order that Contractor's employees may effectively provide the services to Owner under this Construction Contract, it may be necessary or desirable for Owner to disclose proprietary information pertaining to Owner's past, present and future activities. All information furnished or made available by Owner to Contractor or to Contractor's employees or subcontractors in connection with the Work or services to be performed for Owner hereunder and all proprietary information generated or developed by Contractor or its employees or subcontractors shall be treated as confidential by Contractor and its employees and subcontractors and shall not be disclosed by Contractor, its employees, and subcontractors to anyone, either in whole or in part, except upon written authorization by Owner. Contractor agrees to take such appropriate action as necessary to require its subcontractors to adhere to this Section 28.

SECTION 29

OWNER'S PARTICIPATION

The Contractor understands and agrees that the Owner will, through its respective designated representatives, actively participate both in the evolution of the design, construction and commissioning of the Project, in interaction and consultation with the Engineer and other consultants and in construction administration of the Project. The Contractor expressly acknowledges that it is an independent contractor, that it is not the representative or agent of the Owner, and that the Owner's participation, through its representatives in the design and Project meetings shall in no way relieve the Contractor of its duties and responsibilities under applicable law and this Construction Contract.

SECTION 30

REMEDIES

The rights and remedies reserved to the Owner in this Construction Contract shall be cumulative and additional to all other or further remedies provided in law or equity.

SECTION 31

RELATIONSHIP OF PARTIES

Contractor and Owner are independent contracting parties and nothing in this Construction Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

SECTION 32

SEVERABILITY

If any term of the Construction Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Construction Contract shall remain in full force and effect.

SECTION 33

RELATIONSHIP OF TRUST AND CONFIDENCE

Owner and Contractor recognize that this Construction Contract and the various Contract Documents now in existence and to be hereafter executed anticipate an arrangement which creates a special relationship of trust and confidence between the respective parties due to the fact that Contractor will be acting in a professional capacity on behalf of Owner in providing construction services all with the objective of constructing the Project efficiently and in a manner to provide for completion of the Project per the terms of the Construction Contract. Owner and Contractor recognize that due to the special fiduciary relationship which Contractor is assuming toward Owner, it is the intention of this Construction Contract to impose, and of Contractor to accept, the special and additional duties of trust and confidence created hereby. Contractor and Owner will exercise, with respect to each other, the highest standards of good faith and fidelity. Further, Contractor recognizes the obligation to cooperate in all respects with the Engineer in the planning, design, bidding, and construction phases of the Project. Contractor agrees to function as part of the construction team consisting of the Owner, Engineer, and Contractor for the purpose of facilitating the construction of the Project in the most expeditious and least costly manner consistent with the requirements of first quality.

SECTION 34

CONFLICT OF INTEREST

The Contractor hereby warrants that it does not now and will not during its performance hereof have any direct or indirect proprietary, or other interest in any patent, system, method, plan or design of construction or in any building procedures, which if used, would involve the payment of royalties, fees, or commissions that will be recommended or used in the Drawings and Specifications or any other documents for the Project, nor in any manufacture or fabrication of any materials to be recommended or specified for use in the Project.

The Contractor agrees for itself, its shareholders (in the case of closely-held entities), officers, directors, employees, owners, subsidiaries, affiliates, successors, and assigns that none of them now have or will hereafter acquire any interest in any Subcontractor which is awarded a contract or subcontract for Work on the Project and that for a period of three (3) years after the completion of the Project, there shall be no transfer of any interest in the Contractor to any such Subcontractor.

SECTION 35

OWNER'S CONSENT

Notwithstanding anything in this Contract to the contrary, anytime Owner's consent is required, such consent may be given or withheld in Owner's sole and absolute discretion.

SECTION 36

ATTORNEY'S FEES

In the event of any action or proceeding between Contractor and Owner to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. The "prevailing party" shall mean the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement or judgment. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

IN WITNESS WHEREOF, this Construction Contract is hereby executed as of the date first above set forth.

OWNER

WITNESS:

Diana Mote

Marshall Creek Community Development District

By: Walter R. O'Shea

Walter R. O'Shea
Chairman, Board of Supervisors

Date: 2-20-07

CONTRACTOR

WITNESS:

[Signature]

V. J. Usina Contracting, Inc.

By: [Signature]

Date: 2/20/07

EXHIBIT A

INTERSECTION IMPROVEMENT ON INTERNATIONAL GOLF PARKWAY AT US-1

LIST OF DRAWINGS

SHEET NO.	TITLE	DATE	REVISED DATE
1	KEY SHEET	20-Dec-06	15-JAN-2007
2	PRE-IMPROVEMENT DRAINAGE MAP	20-Dec-06	21-DEC-2006
3	POST-IMPROVEMENT DRAINAGE MAP	20-Dec-06	21-DEC-2006
4	TYPICAL SECTION	20-Dec-06	21-DEC-2006
5	GENERAL NOTES	20-Dec-06	21-DEC-2006
6	PROJECT LAYOUT	20-Dec-06	21-DEC-2006
7 - 9	ROADWAY PLAN AND PROFILE SHEETS	20-Dec-06	21-DEC-2006
10 - 12	DRAINAGE STRUCTURE CROSS SECTIONS	20-Dec-06	21-DEC-2006
13	SOIL SURVEY	20-Dec-06	21-DEC-2006
14 - 17	ROADWAY CROSS SECTIONS	20-Dec-06	21-DEC-2006
18 - 19	DRIVEWAY CROSS SECTIONS	20-Dec-06	21-DEC-2006
20	CONCRETE DRIVEWAY DETAILS	20-Dec-06	10-JAN-2007 (ADDM #1)
20 - 21	CONSTRUCTION DETAILS	20-Dec-06	21-DEC-2006
22	VERIFIED VERTICAL AND HORIZONTAL DATA	20-Dec-06	21-DEC-2006
23 - 24	SJC UTILITY DETAILS	20-Dec-06	21-DEC-2006
25	TRAFFIC CONTROL NOTES	20-Dec-06	21-DEC-2006
26 - 28	TRAFFIC CONTROL PLANS	20-Dec-06	21-DEC-2006
29 - 30	STORM WATER POLLUTION PREVENTION PLAN	20-Dec-06	21-DEC-2006
31	SEDIMENT AND EROSION CONTROL NOTES AND DETAILS	20-Dec-06	21-DEC-2006
32	EROSION CONTROL PLAN	20-Dec-06	21-DEC-2006
33 - 36	SIGNING & PAVEMENT MARKING PLANS	20-Dec-06	21-DEC-2006
37	SIGNALIZATION PLAN	20-Dec-06	10-JAN-2007
U1-U3	Utility Adjustments		15-JAN-2007 (ADDM #2)

EXHIBIT B
SPECIFICATIONS

SECTION 01010

SCOPE OF WORK

1. INTENT OF CONTRACT

1.1 The intent is to provide for the construction and completion in every detail of the work described in the Contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies, required to complete the work in accordance with the Plans, Specifications and terms of the Contract.

1.2 The Contract shall be for the Widening of International Golf Parkway at US-1.

2. WORK BY OWNER

2.1 The Owner has received or has applied for and expects to receive, prior to construction, permits from the following agencies.

- 1) Environmental Resource Permit (S.J.R.W.M.D.)
- 2) SJC Right-of-Way Construction Permit
- 3) U.S. Army Corps of Engineers Dredge and Fill Permit
- 4) FDEP Public Drinking Water Facility Construction Permit
- 5) FDOT Driveway Connection Permit
- 6) Florida East Coast Industries Permit

3. SCOPE OF WORK

3.1 The Work shall consist of all efforts contemplated to necessarily construct a complete and functioning project from beginning to end for a 1400 feet urban facility, and all related improvements, as shown on the plans. In general, the work consists of clearing and grubbing, erosion control, earthwork, paving, drainage, fencing, and signalization.

3.2 It is not the intent of these Contract Documents to minutely define the mode and fabric of construction of this project, but rather set forth reasonable and rational criteria for the construction thereof.

END OF SECTION

SECTION 01015

DEFINITIONS

1. GENERAL

1.1 For the purpose of these Contract Documents the following definitions apply:

OWNER -	Marshall Creek Community Development District
ENGINEER -	England, Thims & Miller, Inc. (ETM)
CONTRACTOR -	General Contractor with whom The Owner contracts to perform the Work outlined in the Contract Documents.

END OF SECTION

SECTION 01020

REFERENCE STANDARDS

1. GENERAL

1.1 In addition to these Contract Documents, the following documents shall be incorporated into and become a part of this set of Specifications, insofar as the applicable sections apply to the proposed work called for on the Contract Drawings or any addenda thereto:

- A. Except as otherwise noted in the Technical Specifications, Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, 2004, Edition. (English)
- B. Except as otherwise noted in the Technical Specifications, Florida Department of Transportation (FDOT), Design Standards, January 2004, Edition. (English)
- C. Manual on Uniform Traffic Control Devices, 2003 Edition.
- D. SJCUD Manual of Water & Wastewater Design Standards and Specifications, August 1992 Edition
- E. St. Johns County Land Development Standards and Specifications, latest editions

1.2 The following Sections or portions of Sections of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, 2004, Edition are deleted:

- A. Section 2
- B. Section 3
- C. Section 4
- D. Section 5-12 only
- E. Section 6-1.1
- F. Last paragraph of Section 7-2.1, Sections 7-13, 7-16, 7-17 and 7-22 only
- G. Section 8-1, 8-2, 8-3.1, 8-3.2, 8-3.3, 8-6, 8-7, 8-8, 8-9, 8-10, 8-11 and 8-12 only
- H. Section 9

1.3 With regards to the FDOT Standard Specifications, and Standard Indexes all reference to "the Department" or "Department's State Material and Research Engineer at Gainesville" or "State Construction Engineer" shall be deleted and "Engineer" inserted.

1.4 All reference to Method of Measurement and Basis of Payment in the above referenced standards shall be deleted.

2. INTENT

2.1 The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing before proceeding with the Work affected thereby.

2.2 Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

2.3 Work, materials or equipment described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the Work to be done.

3. INTERPRETATION of DIMENSIONS and QUANTITIES

3.1 The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is for illustrative purposes only. The Owner and/or Engineer do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Bid and the execution of the Work.

3.2 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

3.3 Existing dimensions and clearances shall be verified by the Contractor before laying out the work.

4. WORK NOT COVERED by SPECIFICATIONS

4.1 Proposed construction and any contractual requirements not covered by these Specifications may be covered by notes shown on the contract plans or by supplemental specifications or special provisions for the contract, and all requirements of such supplemental specifications or special provisions shall be considered as a part of these Specifications.

END OF SECTION

SECTION 01030

APPLICATION of DOCUMENTS

1. GENERAL

1.1 Wherever conflict may exist within these parts of the Contract Documents, the order of precedence shall be as follows:

1. Approved Change Orders, if any, in reverse chronological order
2. Contract Agreement, Including Proposal Form
3. Addenda Issued Prior to Receipt of Bids
4. Special Technical Provisions of the Specifications
5. Contract Drawings
6. Technical Specifications
7. Supplementary Conditions
8. Invitation to Bid
9. Instructions to Bidders
10. General Conditions

1.2 If certain situations arise whereby it would be difficult or impossible for the Special Conditions to prevail, then the final decision shall be made by the Engineer.

END OF SECTION

SECTION 01050

CONTRACT CONSIDERATIONS

1. SCHEDULE OF VALUES

- 1.1 The Contractor shall submit a completed and approved Schedule of Values to the Engineer showing the quantities and prices of items aggregating the Contract Price and subdividing the Work into component parts in sufficient detail, acceptable to the Engineer, to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.
- 1.2 The format for the Schedule of Values shall identify each line item with a number and title of the major specification section and shall generally be in the format identified in the bid proposal.
- 1.3 The Contractor will be required to revise the schedule to list approved Change Orders and Work Change Directives with each Application for Payment.
- 1.4 The Schedule of Values shall be prepared to allow for unit price adjustments in the prosecution of the Work in accordance with these Contract Documents.
- 1.5 The Schedule of Values shall be submitted within fifteen (15) days after Bid Opening.

2. APPLICATIONS FOR PAYMENT

- 2.1 The Contractor shall submit six (6) copies of each Application for Payment on the form provided by the Owner and attach the Schedule of Values. Each application for payment will be numbered consecutively.
- 2.2 Each Application for Payment shall utilize the Schedule of Values for listing items.
- 2.3 The payment period will be approximately thirty (30) days. A "DRAFT" of each Application for Payment shall be submitted to the Engineer in writing (Clearly Marked "DRAFT") on the 25th of each month, projecting the construction progress to the end of each month. The Engineer shall provide comments requiring correction to the Contractor within five (5) business days of receipt of the "DRAFT" Application for Payment.
- 2.4 Payment for items completed and incorporated into the Work, shall be made in accordance with Supplementary Conditions
- 2.5 Each Application for Payment shall include a partial lien release and partial consent of surety forms for the Contractor and all subcontractors and suppliers, as required by the Owner.
- 2.6 With each Application for Payment, the Contractor will be required to submit the record (as-built) drawings, prepared by a registered land surveyor, of the Work for approval by the Engineer to demonstrate that the record drawings are being kept up-to-date

commensurate with the construction progress. Approval of the Application for Payment shall be withheld until the Contractor complies with the timely submittal requirements of the aforementioned record (asbuilt) drawings.

2.7 With each Application for Payment, the Contractor will be required to submit a revised Project Schedule in the format identified in Section 01070.

3. CHANGE PROCEDURES

3.1 The Engineer will advise of minor changes in the work not involving an adjustment to Contract Sum/Price or Contract Time, by issuance of written correspondence and/or a Work Change Directive.

3.2 The Engineer may issue a Notice of Change, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications.

3.3 The Contractor may propose a change by submitting a Request for Change to the Engineer, describing the proposed change and its full effect on the work. The Contractor shall include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation.

3.4 For unit prices and quantities determined in the approved Schedule of Values, a Change Order will be executed based on the fixed unit prices. For unit costs or quantities of units of work, which are not predetermined, work will be executed under a Work Change Directive.

3.5 Work Change Directive: Engineer may issue a directive, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The document will describe changes in the work, and designate the method of determining any change in the Contract Price or Contract Time.

4. ALLOWANCES

4.1 Contractor shall include allowance for testing services for the sums indicated in the Bid Proposal form. Contractor is required to employ and pay for the services of an independent testing laboratory to perform all material inspections, tests or approvals required by the Contract Documents. Contractor will be directly reimbursed for the testing services used by submittal of invoices with no Contractor mark-up. Contractor will be required to pre-qualify the testing laboratory and unit price schedule prior to construction.

5. CONTINGENCY ITEMS

5.1 Contractor shall include in the Bid Proposal the cost for all "Contingency" costs identified in the Bid Proposal. Payment for "Contingency" items will be made at the agreed upon quantity and unit price established in the approved schedule of values. Payment of any unused portion (under-run) of a "Contingency" item will not be paid to the Bidder.

END OF SECTION

SECTION 01055

STORED MATERIALS

1. GENERAL

1.1 In accordance with the provisions of these contract documents, the Owner may participate in the payment of stored materials as follows:

1.1.1 Contractor shall submit a request for payment of stored materials at least seven (7) days prior to the submission of an Application for Payment in which the Contractor is requesting payment for stored materials.

1.1.2 Unless otherwise agreed to in writing by the Owner and/or Engineer, all stored materials must be located on site and under lock and key (i.e. completely fenced in or container security) and the Owner and/or Engineer shall be given keys and complete access to such stored materials at any time.

1.1.3 Unless otherwise agreed, only those items listed below shall be eligible for payment as stored materials:

1.1.3.1 Utility Pipe and Fittings only (no restraining devices allowed)

1.1.3.2 Precast & Prestressed Concrete Structures

1.1.3.3 Precast RCP and ERCP

1.1.3.4 Fence

END OF SECTION

SECTION 01060

COORDINATION AND PRECONSTRUCTION ACTIVITIES

1. COORDINATION

- 1.1 Coordinate scheduling, submittals, and work of the various Sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- 1.2 The Contractor shall notify utility companies for an on-site verification of utility locations at least 48 hours prior to construction.
- 1.3 The Contractor shall comply with all applicable provisions of permits issued by various governmental agencies in conjunction with the work.
- 1.4 The Contractor shall coordinate the completion and cleanup of work of separate sections in preparation for Substantial Completion.
- 1.5 The Contractor shall closely coordinate the removal and replacement of existing overhead and underground facilities (if required).
- 1.6 It is contemplated as a condition of this contract that other construction activities (whether contracted separately with the Owner or not) may run concurrent with the Work outlined in this Contract. Contractor shall be required to coordinate directly with such other construction activities that traverse, surround or may otherwise impact the proposed Work included in this Contract.

2. FIELD ENGINEERING & LAYOUT

- 2.1 All Field Engineering and Construction Layout shall be performed under the supervision of a Land Surveyor (employed by the Contractor) registered in the State of Florida and acceptable to the Engineer.
- 2.2 The Contractor shall establish elevations, lines and grades utilizing the Contract Drawings.
- 2.3 Upon final completion of the Work, the Contractor shall submit his own as-built drawings prepared by a registered Land Surveyor certifying that the elevations and locations of the work are in conformance with the Contract Documents.

3. PRECONSTRUCTION CONFERENCE

- 3.1 Owner shall schedule a conference after the Notice of Award has been issued.
- 3.2 Attendance Required: Owner, Engineer, and following Contractor Representatives:

Project Manager
Job Superintendent
Utility Contractor (license holder)
Landscape Contractor
Electrical Contractor

3.3 The Preliminary Agenda for the Pre-Construction Conference is as follows:

- 3.3.1 Distribution and/or review of Contract Documents
- 3.3.2 Submission of list of Subcontractors, Schedule of Values, Progress Schedule and a preliminary schedule of Shop Drawings and Sample Submittals.
- 3.3.3 Designation of personnel representing the parties in Contract, and the Engineer.
- 3.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
- 3.3.5 Scheduling of Construction Activities.

4. CONSTRUCTION PROGRESS MEETINGS

- 4.1 The Engineer will schedule and administer meetings throughout the progress of the work as needed.
- 4.2 Engineer will make arrangements for Construction Progress Meetings, record minutes, and distribute copies to Contractor, Owner, participants, and those affected by decisions made.
- 4.3 Attendance Required: Project Manager, Job superintendent, major Subcontractors and suppliers, Engineer and Owner as appropriate to agenda topics for each meeting.
- 4.4 Short Interval Schedule - The Contractor will be required to submit a short interval schedule (in the form of a bar chart), at the beginning of each weekly meeting, identifying the work in progress and proposed work over the next four (4) weeks. This Short Interval Schedule shall be formatted to reflect the overall Progress (Project) Schedule as described in Section 01070 and specifically identify Milestones of the Work (if any) including, but not limited to, major storm drainage crossings, utility adjustments (outages), lane closures, pedestrian access impacts, and other modifications to the Maintenance of Traffic. **Failure of the Contractor to provide the required Short Interval Schedule shall require the withholding of the Contractor's Application for Payment.**

END OF SECTION

SECTION 01070

CONSTRUCTION PROGRESS SCHEDULE

1. GENERAL

- 1.1 The Contractor will be required to submit their Initial Progress (Project) Schedule (on 11" x 17" paper) for approval by the Owner and/or Engineer at the time of Bid. All project schedules shall indicate the times (number of days or dates) for starting and completing the various stages of the Work and shall not exceed the time stipulated as the Contract Time for the fully complete and functioning project from beginning to end. If revisions are necessary the Contractor shall revise the schedule and resubmit as noted below.
- 1.2 Submit to the Engineer a Revised Critical Path Method (CPM) schedule for review, approval and acceptance by the Engineer within ten (10) days of execution of the Contract.
- 1.3 The schedule must show work activities in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence in which the work will be accomplished. Describe all activities so that the work is readily identifiable and the progress on each activity can be readily measured. The Engineer shall not accept any activity spanning more than thirty (30) days, except Erosion Control, Mobilization and procurement activities. Activities with an overall duration of more than thirty (30) days shall be shown as phased work.
- 1.4 Failure to include any element of work or any activity relating to utility relocation will not relieve the Contractor from completing all work within the adjusted Contract Time at no additional time or cost to the Owner, notwithstanding the acceptance of the schedule by the Owner.
- 1.5 The schedule submittal shall consist of network diagrams, a barchart, and accompanying mathematical analyses. A network diagram shall show the order and interdependence of activities and the sequence in which the work is to be accomplished. The mathematical analysis of the network diagram shall include a tabulation of each activity shown on the detailed network diagrams. A bar-graph and analysis shall together, show the following information for each activity, as a minimum:
 - (a) Activity description.
 - (b) Early start date.
 - (c) Early finish date.
 - (d) Late start date.
 - (e) Late finish date.
 - (f) Original duration – in calendar days.
 - (g) Total Float.

1.6 Float is not for the exclusive use or benefit of either the Owner or the Contractor. Time extensions for damages or delays will be granted only to the extent that time adjustments to the affected activities exceed the total float time along the affected paths of the schedule current at the time of delay.

1.7 All submittals, initial or monthly progress updates, shall have a copy of the schedule files on a Windows XP compatible CD. The files shall be in one of the following formats:

1. Primavera (P3) project files using the Primavera Project Planner (latest version) "Back up" menu selection. Ensure that the option "Remove access list during backup" is checked.
2. Suretrak (latest version) "Back up" menu selection. Ensure that the option "Remove access list during backup" is checked.

All printed reports will be submitted on 8 ½ by 11 inch [216 by 280 mm], 8 ½ by 14 inch [213 by 356 mm], or 11 by 14 7/8 inch [280 by 378 mm] bond paper. All diagrams will be ANSI B (11 by 17 inch) [(280 by 432 mm)], C (17 by 22 inch) [(432 by 559 mm)], D (22 by 34 inch) [(559 by 864 mm)] or E (34 inch by 44 inch) (864 mm by 1,118 mm) size.

1.8 Sufficient liaison shall be conducted and information provided to indicate coordination with utility owners having facilities within the project limits. The schedule must reflect the utility adjustment schedules included in the Contract Documents, unless changed by mutual agreement of the utility company, the Contractor, and the Owner.

1.9 Acceptance of the Critical Path Method schedule will be dependent upon satisfactorily identifying work items, dates and durations in conformance with the terms of the Contract and the established Contract Time. Show all non-work days on the calendar.

1.10 If the Engineer determines any schedule submission is deficient, it will be returned to the Contractor for correction. Submit a correct schedule within 15 calendar days from the transmittal date. All Contract payments will be withheld for failure to finalize either the initial or an updated schedule in the specified time, until the schedule is accepted. Use the accepted schedule for planning, organizing, directing, and reporting progress.

1.11 The schedule may indicate a completion date in advance of the Contract completion date. However, the Owner will not be liable in any way for the Contractor's failure to complete the project prior to the Contract completion date. Any additional costs, including extended overhead incurred between the Contractor's schedule completion date and the completion of the Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Owner.

1.12 The Engineer will designate the location for a regular Monthly Progress Meeting at which all principal parties are expected to attend. At this meeting, provide the most recent schedule, updated to reflect actual start dates, actual finish dates, added activities, changes in sequences

and days remaining. If the schedule provided indicates an actual or potential delay to the completion of the Contract, provide a narrative identifying the problems, causes, the activities affected and describing the means and methods available to complete the project in the authorized time.

- 1.13 If the Contract duration substantially changes as a result of time extensions or supplemental agreements, the Engineer may request that the current schedule be updated. If satisfactory, the updated schedule will replace the most recent current schedule for measurement of progress.
- 1.14 Prosecute the work in accordance with the latest accepted Working Schedule. If progress of critical items are delayed, due to no fault of the Owner, provide a written plan itemizing methods to complete the project within the time allowed. All additional costs associated will be at no expense to the Owner. Submit supplementary schedules for acceptance by the Engineer to demonstrate how progress will be regained.
- 1.15 The schedule shall be submitted with each Application for Payment and revised as needed for each subsequent Application for Payment, identifying changes since the previous version.

END OF SECTION

SECTION 01071

CONTRACT TIME SUSPENSIONS

1. Suspension of Contractor's Operations – Holidays:

1.1 The Contractor shall not work on the following days: Memorial Day; the Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Saturday and Sunday immediately preceding Labor Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 25th and January 1st.

1.2 Contract Time will be charged during these holiday periods regardless off whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

2. Other Requirements

2.1 During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the FDOT's Standard Specifications. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

END OF SECTION

SECTION 01080

SHOP DRAWINGS

1. DEFINITION

- 1.1 The term "Shop Drawings" as used herein includes fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

2. SUBMITTAL of SHOP DRAWINGS

- 2.1 The Contractor is reminded that approved Shop Drawings are required for structures, materials, mixes and all manufactured and fabricated items (including handrail), prior to Purchase. Six (6) sets of approved Shop Drawings shall be required. Any Shop Drawings required for return to the Contractor shall be submitted in addition to the six (6) sets. All Shop Drawings shall be submitted to England, Thims and Miller, Inc.
- 2.2 Each subcontractor shall submit all shop drawings and manufacturer's descriptive data through the Contractor for the Engineer's approval. Shop drawings will not be accepted directly from subcontractors or suppliers (except in special instances when specifically required by the Engineer).
- 2.3 All shop drawings shall be thoroughly checked by the Contractor for completeness and for compliance with the Contract Documents before submitting them to the Engineer, and shall bear the Contractor's stamp of approval certifying that they have been so checked. **Any shop drawings not bearing the aforementioned stamp of approval shall be rejected and returned to the Contractor without review.**

3. APPROVAL of SHOP DRAWINGS

- 3.1 The Contractor shall schedule the submittal of all required shop drawings with such promptness as to cause no delay in his work or in that of any other contractor or subcontractor.
- 3.2 Upon receipt of shop drawings from the Contractor, the Engineer shall have fourteen (14) days to review and respond to each shop drawing submittal and each subsequent submittal (as needed due to rejection or required revisions).
- 3.3 Upon no circumstance shall the Contractor proceed with the fabrication, erection or installation of above items until the shop drawings have been approved by the Contractor and Engineer.

END OF SECTION

SECTION 01090

QUALITY CONTROL ACTIVITIES and TESTING SERVICES

1. QUALITY ASSURANCE/CONTROL OF INSTALLATION

- 1.1 The Contractor shall comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 1.2 Work is to be performed by persons qualified to produce workmanship of specified quality.

2. SR 16 IMPROVEMENTS

- 2.1 Contractor shall be required to comply with all SR 16 Permit requirements, including but not limited to, CQC provisions and testing requirements.

3. QUALITY CONTROL ACTIVITIES

3.1 QC Coordinator: Designate a QC Coordinator who has full authority to act as the Contractor's agent to institute any and all actions necessary for the successful implementation of the QC Activities. The QC Coordinator must be on-site at the project on a daily basis or always available upon four hours notice to administer the QC Activities. This includes administering, scheduling, implementing, monitoring, and as necessary, adjusting the processes to ensure compliance with the Contract Documents.

3.2 Asphalt QC Technicians:

3.2-1 Plant Technicians: For asphalt plant operations, provide a QC technician, qualified as a CTQP Asphalt Plant Level II technician, available at the asphalt plant at all times when producing mix for the Department. Perform all asphalt plant related testing with a CTQP Asphalt Plant Level I technician.

3.2-2 Mix Designer: Ensure all mix designs are developed by individuals who are CTQP qualified as an Asphalt Hot Mix Designer.

3.2-3 Documentation: Document all QC procedures, inspection, and all test results and make them available for review by the Engineer throughout the life of the Contract.

3.3 Concrete Production Facility Manager of Quality Control: Ensure each concrete production facility has a Facility Manager for QC with the following qualifications:

1. Qualified as a CTQP Concrete Laboratory Technician Level II or, qualified as a CTQP Concrete Laboratory Technician Level I, Concrete Field Technician - Level I, and Batch Plant Operator.
2. Three years of QC experience directly related to cement concrete production.
3. Demonstrated proficiency in implementing, supervising, and maintaining surveillance over a QC Program.
4. Experience or certification in performance of required QC tests and statistical evaluation of quality control test results.

4. TESTING LABORATORY SERVICES

- 4.1 The Contractor shall employ the services of an independent firm, acceptable to the Owner, to perform testing as identified in Section 02200. Contractor shall pay all costs for testing services (field and laboratory) and shall be reimbursed for the direct cost of testing services through the allowance included in the Bid Proposal. This allowance is provided for materials (earthwork, concrete, asphalt, etc.) testing only. This allowance shall **NOT** be construed to cover other incidental costs, including those incidental costs identified in Section 3 – Quality Control Activities (see above), groundwater testing and any testing of utilities or other work components. The cost for these other incidental costs shall be included in the Contractor's Bid Proposal. Contractor shall be responsible for pre-qualifying the testing laboratory and the unit price schedule for approval by the Owner and/or Engineer prior to construction.
- 4.2 The independent firm will perform the minimum number of tests as specified in Section 02200 of these Specifications or as required by the Engineer and shall have all necessary CTQP qualifications to perform Level I and Level II services.
- 4.3 Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents. Two (2) additional copies of all test reports shall be submitted to the Owner.
- 4.4 The Contractor shall coordinate with the independent firm to submit design mixes and furnish samples of materials, equipment, tools, storage and assistance as requested.
- 4.5 It is the Contractor's responsibility to schedule on-site testing directly with the independent firm and the Contractor shall notify the Engineer 24 hours prior to the expected time for on-site testing.
- 4.6 Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instruction by the Engineer.
- 4.7 All costs for tests not conforming to the requirements of the Contract Documents and testing costs incurred outside of regular working hours (as defined in the Supplementary Conditions) shall be the responsibility of the Contractor and will not be included in the Contractor's reimbursable allowance for testing services.

END OF SECTION

SECTION 01095

CONTRACT CLOSEOUT

1. PRE-FINAL and FINAL INSPECTIONS

- 1.1. Upon completion of the Work, Contractor shall submit written certification that the Contract Documents have been reviewed, the Work has been inspected by the Contractor, and that the Work is substantially complete in accordance with the Contract Documents and ready for Engineer's inspection.
- 1.2. At this time, Engineer shall make a Pre-Final Inspection with reasonable promptness. If the Work is incomplete or defective, Engineer shall notify Contractor to remedy these deficiencies by issuance of a Pre-Final punch list.
- 1.3. Upon notification of substantial completion of Pre-Final punch list items, the Engineer will coordinate the reinspection of the Work by conducting a Final Inspection. Contractor, Engineer, Owner and other governing bodies (if applicable) shall be present for the Final Inspection.
- 1.4. Contractor shall submit the final signed and sealed As-Built Drawings ten (10) days prior to the date of the Final Inspection and provide submittals to Engineer that are required by governing or other authorities.

2. PROJECT RECORD DOCUMENTS

- 2.1. The Contractor shall maintain on site, one set of the following record documents; recording actual revisions to the Work commensurate with the construction progress:
 1. Contract Drawings
 2. Specifications
 3. Addenda
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed (and approved) shop drawings & product data.
 6. Permits
- 2.2. The Contractor shall furnish one (1) complete set of certified as-builts on mylar with two (2) original sets of certified as-builts on vellum. As-built requirements can be found in Section 02140 of these Specifications. As-builts shall be prepared and sealed by a registered surveyor and shall also bear the Contractor's As-built certification.

3. CLOSEOUT SUBMITTALS

3.1 When the Engineer has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit his final Application for Payment to the Engineer together with the following:

1. Contractor's lien waiver in the full amount of the Contract Sum.
2. Lien waivers from all Subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the contract involved.
3. Consent of surety to final payment.
4. Evidence of compliance with requirements of governing authorities.
5. Certificates of Inspection from all required agencies and departments, as needed.
6. Warranties and Bonds including St. Johns County 26-month Warranty Bond
7. Asbuilts as noted above prepared and signed and sealed by a Professional Land Surveyor, registered in the State of Florida and all other requirements as set for in the Contract Documents.

END OF SECTION

SECTION 01100

PERMITS

1. GENERAL

1.1 The Contractor is notified that this project requires the following permits:

- 1) Environmental Resource Permit (S.J.R.W.M.D.)
- 2) SJC Right-of-Way Construction Permit
- 3) Dewatering Permit
- 4) U.S. Environmental Protection Agency - NPDES Notice of Intent
- 5) U.S. Environmental Protection Agency - NPDES Dewatering Permit
- 6) U.S. Army Corps of Engineers Dredge and Fill Permit
- 7) FDEP Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity.
- 8) FDOT Driveway Connection Permit
- 9) Florida East Coast Industries Permit

At no additional cost to the owner, the Contractor is expected to comply with these permits. Prior to award of the project, the permit no's. 1, 2, 6, 8 and 9, which are necessary for the construction of the awarded section, will be obtained by the Owner. All other permits are the responsibility of the Contractor.

- 1.2 A copy of available permits is included in Appendix B and by reference made a part of these Contract Documents.
- 1.3 The Contractor is responsible for constructing this project in accordance with the permit conditions, including all modifications set forth by the permitting agencies.
- 1.4 The Contractor is responsible for securing and paying for (as required):
 - a. Building Permit
 - b. Electrical Permits
 - c. Meter Installations Fees
 - d. Electrical Inspection Fees
- 1.5 Forty-eight (48) hours prior to commencement of construction, the Contractor shall submit a Notice of Intent to the EPA in accordance with National Pollutant Discharge Elimination System Rules and Regulations.

END OF SECTION

SECTION 01110

ADA REQUIREMENTS

1. GENERAL

1.1 The Contractor is reminded that the construction of the proposed Work must conform to the latest requirements of the American Disabilities Act including, but not limited to, the below listed Work items:

- 1.1.1 Sidewalk cross-slope
- 1.1.2 Driveway construction
- 1.1.3 Handicap ramps
- 1.1.4 Handicap ramp detectible warning devices (surface texture and color)
- 1.1.5 Pedestrian push button access

1.2 The Contractor shall acquaint himself with these requirements and the Florida Department of Transportation Standard Indexes and Specifications as set forth in these Contract Documents.

END OF SECTION

SECTION 02010

GENERAL REQUIREMENTS

1. WORKMANSHIP

- 1.1 All work shall be proved to be in first class condition and constructed in accordance with the Contract Drawings and Specifications. All defects disclosed by tests and inspections shall be remedied immediately by the Contractor and shall be included in the Contractors lump sum bid.

2. MATERIALS

- 2.1 All materials shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified.

END OF SECTION

SECTION 02020

EROSION CONTROL and TURBIDITY MONITORING

1. EROSION CONTROL

- 1.1 The Contractor shall make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, his operation during the course of construction of this project. The Contractor is hereby advised that silt barriers are to be used at all times during construction in which siltation or erosion may occur.
- 1.2 The Contractor is reminded that he shall carefully review and comply with the Sediment and Erosion Control Details and Storm Water Pollution Prevention Plan included within the Contract Drawings.
- 1.3 The Contractor and his subcontractors shall sign required SWPPP sheet as required and return to the Owner within seven (7) days after the Notice to Proceed.

2. TURBIDITY MONITORING

- 2.1 The Contractor shall monitor the construction activities to ensure that the minimum requirements for erosion control and pollution prevention are met and shall take action as needed to maintain all erosion control measures implemented.
- 2.2 The Contractor shall be held liable for any fines levied against the Owner by any regulatory agency for violations of State Water Quality Standards.
- 2.3 Turbidity shall not exceed twenty-nine (29) NTU's above background measured within the same watershed.

END OF SECTION

SECTION 02030

PROTECTION OF PROPERTY

1. GENERAL

- 1.1 The Contractor shall inform himself concerning the location of existing utilities, pipelines and structures of every type, below, on or above ground, which may interfere with his operations. He shall prepare his Bid and enter into Contract in full understanding of the conditions that may be encountered and his responsibility in connection therewith.
- 1.2 All existing utilities, pipes, poles, signs, mailboxes, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, planters, landscaping, traffic signs and signals, and other structures or items, either public or private, which must be preserved in place shall be protected from damage by the Contractor
- 1.3 Wherever the underground installation of utility lines will proceed through surface improvements previously made by the Owner, other governmental bodies, or adjacent property owners, the Contractor will be responsible for their protection and preservation, including necessary removal and storage of such improvements, and subsequent replacement to obtain to the fullest extent possible, the undisturbed condition.
- 1.4 The Contractor shall bear full responsibility and control of the means and methods of construction required to meet the conditions of the Contract documents. The Contractor shall review the site and adjacent properties to inform himself of the proximity and location of structures adjacent to the site. Should such items be damaged as a result of the Contractor's operations they shall be restored by the Contractor to at least as good condition as that in which they were found immediately before the work was begun, at no additional cost to the Owner.
- 1.5 The Contractor shall be required to maintain all gates and locks during construction to maintain security for existing property.
- 1.6 The Contractor shall also maintain all trail/haul routes within project limits to the satisfaction of the Engineer and/or Owner.

END OF SECTION

SECTION 02040

RELOCATION of EXISTING PROPERTY

1. GENERAL

- 1.1 As required by these Specifications and Contract Drawings, extreme care shall be used when relocating existing structures including, but not limited to, roadway and property signs, mailboxes, planters, trees and shrubs. If the relocated items are damaged as a result of the Contractor's care, the items shall be restored by the Contractor to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.2 Except as may otherwise be specified on the plans or herein, all mailboxes and property signs shall be relocated to a like position adjacent to the pavement (at the Right-of Way line) or as prescribed by the U.S. Postal Service at an appropriate and reasonable time, commensurate with the construction progress and so not to unnecessarily inconvenience the affected property owner(s). Contractor shall maintain access to all mailboxes at all times so mail service is uninterrupted.

The Contractor shall be responsible for the replacement of all mailboxes damaged by his operations.

END OF SECTION

SECTION 02045

BORROW SITES

1. GENERAL

1.1 It is contemplated that the volume of suitable earthwork material will be in excess of that required to complete the proposed improvements within the limits of construction.

2. OFF-SITE BORROW

2.1 In the event that excess material is required from an off-site source, the Contractor shall provide all import material and include this cost in the Lump Sum bid proposal for earthwork.

2.2 All import material shall be A-3 material and shall be prequalified by the Contractor by AASHTO soil classification testing prior to delivery to the project site. Frequency of sampling shall be as directed by the Engineer.

3. PROPOSED IMPROVEMENTS

3.1 The CONTRACTOR's lump sum bid price shall include the construction of items above and all excess suitable (A-3) material shall become the property of the Contractor and all excess unsuitable material (other than A-3 material) shall become the property of the Contractor and shall be disposed of off-site in areas provided by him at no additional cost to the Owner.

END OF SECTION

SECTION 02050

UNSUITABLE MATERIAL

1. GENERAL

- 1.1 Included within the limits of the proposed construction is unsuitable material which the Contractor will be required to remove and replace with suitable material. Unsuitable material shall include, but not be limited to, muck, clay, debris, etc., as determined by the Engineer.
- 1.2 All unsuitable material designated for removal shall become the property of the Contractor and shall be removed and disposed of from the project site in accordance with Section 02180 - Excess Material of these Specifications

2. LIMITS OF OVEREXCAVATION

- 2.1 The Contractor shall familiarize himself with the geotechnical report included by reference in Appendix A.
- 2.2 The Contractor shall select a dewatering system which will be maintained at least two (2) feet below the proposed depth of excavation required during all demucking operations. Contractor shall also refer to the Special Conditions Section 02160 Dewatering.
- 2.3 Where unsuitable material is encountered during the construction, but not previously designated for removal, the Contractor shall remove the unsuitable material and replace with suitable material to the satisfaction of the Engineer. This work shall be included in the Contractor's lump sum price.

3. SUITABLE SOIL (A-3 MATERIAL)

- 3.1 As required, the Contractor shall be required to pre-qualify all A-3 material brought on site in accordance with the AASHTO soil Classification System by employing the use of an independent testing laboratory for soil classification.

4. UNSUITABLE SOIL/UTILITY CONFLICT

- 4.1 Where unsuitable soil conditions are encountered and existing utilities are not scheduled for removal or replacement, the Contractor must support and protect the utilities in place during removal and replacement of such unsuitable material.
- 4.2 Where construction of proposed watermains, forcemains or reuse mains are called for in the plans, the removal of unsuitable material and backfill requirements shall be in accordance with the Notes and Detail sheets included in the Contract Drawings.

END OF SECTION

SECTION 02060

PIPE and STRUCTURE GRADE TOLERANCE

1. GENERAL

- 1.1 Inverts for proposed pipe and structure installation, relocation, or modification shall be held within 0.10 feet of the proposed inverts.
- 1.2 Unless an unknown conflict prevents the construction to proposed grade, pipes that exceed the tolerance requirement shall be removed and reinstalled within the grade limits. If an unknown utility conflict should prevent the construction within the allowed limits, the Contractor shall notify the Engineer what action will be taken to eliminate the conflict. If a deviation from the original plans is required, the Contractor shall mark his Plans to show what the problem was and what action was taken to continue his work. This information shall be included on the As-Built Drawings.

END OF SECTION

SECTION 02070

UTILITY COORDINATION

1. GENERAL

- 1.1 The Contractor shall be responsible for the complete coordination of all utility relocation activities on the project. It shall be the Contractor's responsibility to ensure that the relevant utility relocation is scheduled in an appropriate fashion so as to minimize the effect of utility work on the overall project schedule. No contract change orders will be approved based upon time delays created by the utility relocation efforts on this project.
- 1.2 Unless otherwise noted on the plans, all existing potable water, sanitary sewer, sewer forcemain and storm drainage utilities are to remain and be protected.

2. COORDINATION WITH UTILITY RELOCATIONS

- 2.1 The Contractor shall establish liaison and coordinate his work activities with the relocation activities of BellSouth, Florida Power and Light (FPL), Comcast and TECO Peoples Gas to prevent interruption to utility service or delays to the progress of construction.
- 2.2 BellSouth, FPL, Comcast and TECO Peoples Gas will require time and access within the right-of-way to relocate their facilities. The Contractor shall meet with utility representatives to coordinate and schedule their facility's installation prior to commencement of work. The utility relocation activities must be included in the overall project schedule prepared by the Contractor.
- 2.3 The Contractor shall conduct his concurrent activities to not interfere with the relocation of utilities identified above and in other areas shown on the plans and shall cooperate with the utilities for installing services, delivering equipment, and removing existing facilities.

3. EXISTING UTILITIES

- 3.1 Known surface and sub-surface utilities are shown or noted on the drawings, as accurately as available information will permit. The Contractor shall have full responsibility for reviewing and checking such information (in the field or by utility agency as-built review) for accuracy. The Owner makes no representation or guarantee concerning the accuracy or completeness of such information shown or noted, or that utilities other than those indicated do not exist.
- 3.2 The Contractor shall be responsible for locating all utilities either on or contiguous to the site and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings.
- 3.3 Customer service lines and other utilities that traverse the proposed construction are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the Contractor.
- 3.4 It shall be the Contractor's responsibility to comply with all applicable laws associated with Sunshine One Call during construction.

3.5 The Contractor shall refer to the plans for a list of utility companies or agencies (including contact names) with services within the limits of construction:

3.6 It is the responsibility of the Contractor to notify all utility providers in writing at three (3) days prior to construction and request that the location of their respective utility or material be located and staked in the field. Should the Contractor encounter any unidentified utility, work in the immediate area shall promptly cease, and the Utility Provider and Engineer advised. The Engineer shall be given up to eight calendar days in which to resolve any utility conflict prior to the Contractor's claim for additional compensation for construction delays.

3.7 Specific attention is directed to the existence of existing and proposed overhead transmission power lines for FPL. Contractor shall be fully aware of all safety requirements of the aforementioned utility providers when working in close proximity to overhead power lines. Contractor shall coordinate with each utility provider to provide necessary training for working around these facilities.

4. PROTECTION OF UTILITIES DURING CONSTRUCTION

4.1 The Contractor shall be responsible for protection of existing and proposed utility systems during construction. Caution shall be used where the required construction will temporarily reduce the minimum cover requirements over existing or proposed utilities regardless of where they are shown on the contract drawings.

4.2 The cost of repair or replacement of any such utility damaged by the Contractor's grading operation shall be included in the Contractor's lump sum bid.

4.3 The Contractor is reminded the laws of Florida require him to notify any gas company, which may have underground lines in the work area at least 48 hours in advance of any digging operation.

4.4 It is the Contractor's responsibility to request line rubber protection (when needed) from utility providers at least ten (10) working days in advance.

5. REMOVAL OF EXISTING UTILITIES DURING CONSTRUCTION

5.1 After the new potable water, sanitary sewer, and storm drainage utilities have been completed and placed into service, and where called for in the plans, the Contractor shall remove and dispose of the existing potable water, sanitary sewer, and storm drainage utilities in those areas.

5.2 All costs associated with removal and disposal of existing potable water, sanitary sewer, and storm drainage utilities shall be included in the total Lump Sum amount included in the Bid Proposal.

6. TEMPORARY UTILITIES

6.1 All water, electricity and other utilities required in accomplishing the work shall be furnished and installed by the Contractor. The water required for carrying out the work shall be obtained from the fire hydrants, existing water main connections, or new connections as approved by the Owner and shall be included in the Contractor's lump sum bid. Upon completion of work, all evidence of temporary connections and lines shall be removed.

END OF SECTION

SECTION 02080

UTILITY CONFLICTS

1. SEQUENCE OF CONSTRUCTION FOR WATER AND/OR SEWER

- 1.1 Where shown on the Contract Drawings or called for within the Contract Specifications, it shall be the Contractor's responsibility to schedule the construction and relocation of the water and/or sewer mains within the limits of construction. This scheduling shall be at the sole discretion of the Contractor. However, failure of the Contractor to review the relationship between component systems or relocate or adjust in conjunction with or prior to the drainage and roadway construction will not constitute a direct conflict in regards to this project regardless of where the water or sewer line is shown on the Contract Drawings.

2. ADJUSTMENTS DURING CONSTRUCTION

- 2.1 Commensurate with the applicable construction, it shall be the Contractor's responsibility to make reasonable investigations of the proposed locations for water and sewer construction. If minor deviations to the design locations can be made in accordance with the requirements of the Contract Documents to avoid conflict with other existing or proposed utilities at no additional cost to the Owner, then Contractor shall inform Engineer of the proposed remedy. Upon approval by the Engineer, the Contractor shall make field notes to identify any adjustments and include such deviations on the as-built drawings.

3. UNKNOWN CONFLICTS

- 3.1 Unknown conflicts are defined as being either lateral or vertical in nature.
- 3.2 When the Contractor discovers an unknown direct conflict (which could not have been reasonably avoided as outlined in Paragraph 2.1 above), he shall contact the Engineer for verification and approval of the method of resolution. If the resolution causes an increase or decrease in the Contract Amount, such work shall be accomplished by the Contractor at the prices established in the Schedule of Values.
- 3.3 The Engineer shall be given up to eight calendar days in which to resolve any utility conflict prior to the Contractor's claim for additional compensation for construction delays

- 3.4 The Contractor will be required to make adjustments of all manholes, valve boxes, structure tops (including manhole ring and covers) and other like items within the limits of construction to meet the final lines, dimensions and grades shown on the Contract Drawings. The Contractor will not be required to make adjustments to manholes, valve boxes, structure tops and other like items belonging to TECO Peoples Gas, BellSouth, FPL or Comcast. Manholes belonging to these companies will be adjusted by, and at the expense of, the utility concerned.

4. SCHEDULING of the WORK

- 4.1 In the event the Contractor encounters a conflict (known or unknown), the Contractor shall continue his operations elsewhere until such time either the utility company relocates their utility, shop drawings (if needed) have been approved and/or the precasting of conflict structures (if any) is complete. The Contractor must schedule or relocate his work so not to artificially create a stoppage in the Work. No time delay impacts will be granted due to this scheduling requirement and the Contractor, by entering into this Agreement, acknowledges this condition of the construction.

END OF SECTION

SECTION 02090

UTILITY INSTALLATIONS

1. SPECIFICATION REQUIREMENTS

1.1 Water, reuse and force main construction, including but not limited to direction bore and jack and bore requirements, shall be in accordance with SJCUD Standards (identified in Section 01020).

1.2 SJCUD will provide inspection efforts during construction.

END OF SECTION

SECTION 02100

MOBILIZATION

1. GENERAL

- 1.1 Mobilization shall consist of the preparatory work and operations in mobilizing to begin the Work and demobilizing upon completion of Work on the project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and Federal, State and local laws and regulations.
- 1.2 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

2. PAYMENT

- 2.1 All costs for mobilization shall be included in the CONTRACTOR'S Lump Sum Bid Price.
- 2.2 No separate payment will be made for demobilization costs.
- 2.3 Invoicing Schedule
 - (a) The CONTRACTOR may request payment of no more than 30% of the lump sum bid price for mobilization with the first invoice.
 - (b) The remaining 70% of the mobilization balance shall be made in equal monthly payments over the duration of the original contract.

END OF SECTION

SECTION 02110

STORAGE of EQUIPMENT and MATERIALS

1. GENERAL

- 1.1 The Contractor shall use due care in safe operations and shall provide adequate facilities for proper storage of materials, tools and/or equipment, and it shall be the responsibility of the Contractor to provide locked storage and/or sufficient guards to prevent injury or vandalism.
- 1.2 The Contractor shall not (except after written consents from the property owner) enter or occupy with men, tools or equipment, any land outside the property of the Owner. A copy of the written consent shall be given to the Engineer.
- 1.3 The Contractor shall adhere to the SJCUD Standards when storing utility materials on site. These Standards may include the construction of temporary fencing, gates and signs in accordance with the latest SJCUD Standards. Contractor shall also obtain Owner approval for the location and type of fencing, if required by SJCUD. Cost for this work shall be included in Contractor's Lump Sum Bid Proposal.
- 1.4 The Contractor shall be required to provide an offsite parking area located outside of the existing State or County right of way for all of its employees and delivery providers, along with providing such transportation measures as necessary between the parking area and the job site. Parking is allowed within temporary construction office location provided it is within the space allocated in the specifications for occupancy.

END OF SECTION

SECTION 02130

PROJECT SURVEYING

1. GENERAL

- 1.1 The Contractor shall provide the project benchmarks and roadway centerline.
- 1.2 All other survey work must be provided by the Contractor, including construction staking (i.e. grade stakes, lines and levels). Construction layout and staking of the proposed work shall be done under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.
- 1.3 The Contractor will provide all surveys necessary to commence and perform all the work. All work shall be done to the lines, grades and elevations shown on the Contract Drawings. Any work done without being properly located will be ordered removed and replaced at the Contractor's expense.
- 1.4 The Contractor shall furnish, at his own expense, all stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument men, rodmen, chainmen, etc., as may be required in layout of any part of the Work from the baselines and benchmarks established by the Owner.
- 1.5 The Contractor shall also be responsible for monumenting benchmarks, geometric curve data (if any) and all other boundaries at the conclusion of the project, to allow for future reference.
- 1.6 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the Work shall be available at all times during the progress of the Work for the ready examination by the owner or its duly authorized representatives
- 1.7 The Owner may make original and final surveys and make computations to determine the quantities of Work performed or finally in place.
- 1.8 The Contractor shall make such surveys and computations as are necessary to determine the quantities of Work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress reviews, shall be furnished promptly to the Owner for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the

Contractor shall be made during the presence of the owner.

- 1.9 The Owner may make checks as the Work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Owner or its representative shall not relieve the Contractor of his responsibility to perform all Work in accordance with the Contract Plans and the event that location marks as established by the Contractor are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.
- 1.10 No separate payment will be made for the cost involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

2. SURVEYS AND GRADE STAKES

- 2.1 Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a land surveyor registered to practice in the State of Florida, and shall be included in the Contractor's lump sum bid.
- 2.2 The elevation data shown on the construction drawings are based on various benchmarks, some of which may be disturbed or removed during the course of this project. The contractor shall be responsible for transferring and documenting all benchmarks that will be disturbed or removed.
- 2.3 All costs associated with this item shall be included in the lump sum bid amount.

END OF SECTION

SECTION 02140

AS-BUILT DRAWINGS

1. GENERAL

- 1.1 The work covered under this section includes furnishing the Engineer a complete set of As-Built on reproducible mylar, vellum paper and CADD files on disk. The Contractor shall maintain "As-Built" Drawings, commensurate with the construction progress. Final as-builts shall be submitted to the Engineer at least ten (10) days prior to Final Inspection.
- 1.2 Final payment will not be made until the "As-Built" Drawings have been approved by the Engineer, all using agencies, the Owner or other governing bodies have jurisdiction.
- 1.3 The cost for preparing the final "As-Built" Drawings shall be included in the Contractor's lump sum bid including, but not limited to, all other costs of collecting, maintaining, and transmitting As-built data.
- 1.4 The As-Built Drawing information shall be in strict accordance with this specification and the following codes and standards:
 1. Local county, municipal and utility codes.
 2. St. Johns River Water Management District.
- 1.5 Job Site Record Drawings: Blueline prints. Engineer will furnish one set at cost.
- 1.6 Final Record Drawings:
 1. CADD File on disk: CD-ROM, .DWG or .DGN Format. Engineer will furnish one set at cost.
 2. Mylar Reproducibles of CADD Drawings: Contractor shall furnish one set of CADD drawings to Engineer on CD-ROM and printed on mylar.
- 1.7 Contractor shall submit one (1) set of updated as-builts with each progress payment request.

2. REQUIREMENTS

- 2.1 In preparation of "As-Built Drawings", the designated elevation and distance changed shall be crossed through (not erased) and the actual elevation or distance written in.

The drawings shall show the exact size, elevation and location of all finish grades, road elevations on cross-sections, base grades, lines, valves, manholes, fittings, fire hydrants, deflections in the pipe and all potable water and sanitary sewer reconnections as required during construction. Dimensions of all valves and fittings must be shown; disclaimers will not be allowed.

The record drawings shall be maintained by the Contractor to correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information, which shall be performed by a Florida Registered Land Surveyor or Professional Engineer. Each sheet shall bear Surveyor's or Professional Engineer's Statement, embossed seal, and original signature of the Registered Land Surveyor or Professional engineer. The final drawings shall be on mylar, neat and legible.

- A. Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the record drawings.
- B. The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawing information will be accepted from subcontractors.
- C. Each as-built sheet shall have the word "AS-BUILT" in 1-inch minimum block letters. Place above the title block in lower right corner. Special detail drawings will be required where installations were not as shown on the Contract Drawings due to field conditions.
- D. **Each as-built sheet shall bear a Contractor's certification stamp indicating that the completed improvements have been completed in accordance with the approved Plans and Specifications.**
- E. **Each as-built sheet shall bear a Surveyor's certification stamp indicating that the completed improvements are at the horizontal and vertical locations shown on the as-built drawings and that the as-built drawings meet the minimum technical standards set for by Florida Statutes.**
- F. The project shall not be considered to be in Substantial Completion until as-builts have been submitted and accepted by the Engineer. Prior to final payment, the as-built drawings shall be revised by the Contractor to reflect any changes, which have occurred since the Substantial Completion submittal, and to add any information found by the Engineer to be missing. After preliminary review by the Engineer, the Contractor shall submit the CADD file disks and one set of reproducible (mylar) record drawings to the Engineer for final submittal to the Owner and other governmental agencies.

2.2 Existing Utilities (electric, telephone cable TV, gas, water and sewer)

1. Show elevations and location (by plus and tie from center line) of all existing utilities crossed by new construction.
2. Show all utilities including those shown on the drawings and those exposed during construction.

2.3 Storm Drainage

1. Locate all drainage structures by plus and tie from centerline.
2. Provide pipe types, sizes and length.
3. Provide elevations for all structures, flow lines of pipe and underdrain.
4. Cross through all changes in design elevations, distances, stations, drainage structures, pipe, etc., and place "as-built" conditions.
5. "As-built" information required for all storm water basins shall consist of:
 - a. Spot elevations on top of bank to confirm minimum design bank elevation.
 - b. Elevation of water stage at date of as-builts.
 - c. Elevation of top of control structure, throat, faces or underdrain and any other controlling feature.
 - d. Location of top bank and existing waters edge at time and date of taking elevations.
 - e. Spot elevations on the bottom of the lake (minimum four (4) shots per acre).
6. Show all drainage easements and encroachments within the easements shown on the plans.

2.4 Paving

1. Stations and elevations on centerline (or profile grade line), curb, gutter (or edge of pavement), and back of sidewalk a minimum of every 300 feet and at the following changes in vertical and horizontal alignment:
 - a. PVC and PVT
 - b. Low points and high points

- c. Curb returns at intersections
- d. Centerline intersections
- e. Begin and end of superelevation transitions
- f. Begin and end of full superelevation

2.5 Potable Water, Forcemains and Reuse Mains (Abbreviated)

1. Locate valves, fittings, fire hydrants, etc. in two directions.
2. Locations shall be a) perpendicular to right-of-way; b) parallel to water main and referenced perpendicular to right-of-way line of nearest street.
 - A. Center line may be used in lieu of right-of-way line. Stationing may be used.
 - B. Structures which are properly located may be used, providing ties are perpendicular or parallel to said structure. Radial ties are not acceptable.
3. All horizontal and vertical distances to be shown to nearest tenth of a foot.
4. Show all sizes and types of valves, fittings, pipe hydrants, etc.
5. Special detail drawings will be required where installations were not shown on contract drawings due to field conditions or where required for clarity.
6. Elevations on pipe and fittings every 500 feet maximum except where changes in direction and/or elevations occur. Then locations are required at those points.
7. Locations on pipe every 500 feet except where changes in direction occur; then locations required.
8. Detail of all main crossings of storm sewer and sanitary sewer pipes showing vertical clearance.

2.7 Sleeves/Casings

1. Locate all sleeves/casings installed by contractor or others such as Florida Power & Light, BellSouth, Peoples Gas, etc.

2. Locate both ends by station and offset to the nearest tenth of a foot.
3. Provide vertical locations of both ends to the nearest tenth of a foot.
4. Identify size and type of pipe.

END OF SECTION

SECTION 02150

ENVIRONMENTAL PROTECTION

1. DUST CONTROL

- 1.1 It is anticipated that the nature of the roadway and utility construction may result in frequent conditions conducive to producing large amounts of airborne dust. If the Engineer determines it is necessary to control dust from time to time during the progress of work, the Contractor shall do so at no additional cost to the Owner.
- 1.2 Therefore, the Contractor shall be responsible for taking all measures necessary, as approved by the Engineer, for effective dust control at all times, including "off-hours" when no work is being performed, throughout the course of this project.
- 1.3 The extent of these measures may at times include the continuous use of water truck(s) during working hours, frequent use of water truck(s) on weekends, holidays, and other "off-hours", expediting completion of dust-generating operations, street sweeping, and other such methods as approved by the Engineer

2. LITTER

- 2.1 The Contractor shall be required to control, collect and dispose of all litter excavated or exposed by the work as directed by the Engineer.

3. BURN CONTROL

- 3.1 Burning of clearing and grubbing debris generated on this project may be burned as allowed by St. Johns County Fire Marshall. The Contractor shall receive permission to burn debris by obtaining a burning permit as required.
- 3.2 The Contractor is required to haul off site all debris for burning.
- 3.3 During non-burn conditions, as defined by St. Johns County, the contractor shall be responsible for all the disposal of all burn materials.
- 3.4 It is unequivocally understood that the Contractor shall include, in the preparation of the lump sum bid proposal, the condition that burn bans may be imposed by regulatory agencies and such bans shall not constitute any entitlement to an adjustment of Contract price or time.

4. WATER CONTROL

- 4.1 Grade site to drain and maintain positive drainage in all traveled areas. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- 4.2 Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

END OF SECTION

SECTION 02160

DEWATERING

1. GENERAL

- 1.1 The Contractor is responsible for maintaining dry excavations during the performance and inspection of the work including, but not limited to, storm drainage structures, pipe culverts and storm sewers, and stabilized subgrade. It shall also be the Contractor's responsibility to select a dewatering system suitable to the work being performed and the soils being dewatered. The Contractor's attention is called to the geotechnical reports for this project and recommendations for dewatering.
- 1.2 At no time should water be allowed to rise into the excavation during construction and water levels shall be maintained to such a level that will prevent the bottom of the excavation from pumping and/or deteriorating.
- 1.3 Should the Contractor fail to maintain groundwater at sufficient elevations in the opinion of the Engineer, modifications or changes to the dewatering system shall be required as directed by the Engineer, and shall be included in the Contractor's lump sum bid.

2. TEMPORARY DEWATERING FOR ROADWAY CONSTRUCTION

- 2.1 If the Contractor encounters high groundwater elevations during the procurement of the Work, it is the Contractor's responsibility to implement and maintain temporary dewatering measures until the permanent groundwater control systems are constructed.

3. GROUNDWATER TESTING

- 3.1 Prior to any discharge of groundwater (dewatering) from construction activities associated with this project to waters of the State (including, but not limited to, wetlands, swales and municipal storm sewers, etc.) the Contractor shall test the effluent (water to be discharged) in accordance with Rule 62-621.300(2), F.A.C. If the test results on the effluent are below the screening values of Rule 62-621.300(2), F.A.C., the Contractor shall submit a summary of the proposed construction activity and the test results to the Department of Environmental Protection District office, within one (1) week after discharge begins. The Contractor shall continue to sample the effluent as required throughout the project and comply with all conditions of rule 62-621.300(2), F.A.C. If the ground water exceeds the screening values of Rule 62-621.300(2), F.A.C., the Contractor shall comply with other applicable rules and regulations prior to discharge of the effluent (ground water) to surface waters of the State.
- 3.2 If the Contractor's dewatering activities exceed the thresholds of a St. Johns River Water Management District (SJRWMD) Consumptive Use Permit, the Contractor shall prepare a dewatering plan and obtain a SJRWMD Consumptive Use Permit.

3.3 The cost associated with all dewatering activities shall be included in each item that requires dewatering (i.e. cost for watermain dewatering shall be included in the cost for watermain the Bid Proposal).

END OF SECTION

SECTION 02165

PROTECTION OF EXCAVATIONS

1. GENERAL

- 1.1 The Contractor shall be solely responsible for providing safe and acceptable support of the excavation for the protection of workmen, proposed work, existing structures, existing utilities, trees or any other existing or new element requiring protection.
- 1.2 The method of support utilized by the Contractor for worker safety shall meet the requirements of the Florida Trench Safety Act (OSHA Excavation Safety Standards, 29 C.F.R.S. 1926.650 Subpart P) and shall be sufficient to allow for proper installation, inspection and testing of the work.
- 1.3 Should, in the opinion of the Engineer, the excavation not be properly supported to prevent the damage or loss of any element, the Contractor shall immediately change, modify, and/or increase the support system to the satisfaction of the Engineer, at no additional cost to the Owner. While this allows the Engineer to require a modification to the trench support system, it does not require the Engineer to notice or report an unsafe trench condition. The Contractor is responsible for all safety, including trench safety, on this project.
- 1.4 The cost for whatever method of excavation support the Contractor elects to utilize shall be included in the cost of the item being installed

END OF SECTION

SECTION 02170

CONSTRUCTION LIMITS

1. GENERAL

- 1.1 The Construction Limits encompass the entire Right-of-Way (existing or proposed), easements (existing or proposed), temporary construction easements and site work limits as shown on the Contract Drawings.
- 1.2 The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to the limits shown on the Contract Drawings and shall not encumber the premises with his materials.

2. ENCROACHMENTS

- 2.1 The Contractor shall be responsible for any encroachments on rights or property of the public or adjoining property owners and shall hold the Owner harmless because of any encroachments which may result of his lack of proper layout. In this regard he shall, without extra cost to the Owner, remove any work or that portion of any work that encroaches on the property of others, or that is built beyond legal building or setback limits, and he shall rebuild the affected work or portion of work at the proper locations and in full compliance with the Contract Documents.

END OF SECTION

SECTION 02180

EXCESS MATERIAL

1. GENERAL

- 1.1 Excess material shall be the property of the Contractor and be removed from the site at the Contractor's expense, unless otherwise approved by Owner.
- 1.2 Timber, stumps, brush, roots, rubbish and objectionable material resulting from clearing and grubbing shall become the property of the Contractor.
- 1.3 The disposal of excavated muck or other materials unsuitable for the roadway construction including but not limited to, paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slabs, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor, costs for such work shall be included in the Contractor's lump sum bid, and shall be in accordance with all Federal, State and local laws, ordinances, regulations and rules.

END OF SECTION

SECTION 02190

PROJECT CLEAN-UP

1. GENERAL

- 1.1 Upon completion of the work, and before Final Acceptance and Final Payment, the Contractor shall remove from the right-of-way and adjacent property all false work, equipment, surpluses, and discarded materials, rubbish, and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under contract.
- 1.2 The placing of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal; however, the Contractor will be allowed to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by him, adjacent to the project, but no discarded equipment or materials, or rubbish shall be placed on such site.
- 1.3 Areas adjacent to the project right-of-way used as a plant site, materials storage area or equipment yard shall, at such time as they are no longer needed by the Contractor for such purposes, be shaped and dressed in close conformity to their original appearance.
- 1.4 In addition to the mowing requirements found within Section 03570, The Contractor will be required to mow the entire project site seven (7) days prior to Final Inspection and, at the discretion of the Owner, one final time prior to Final Acceptance. The above referenced costs shall be included in the Contractor's lump sum bid.
- 1.5 Areas utilized for a burn site, if applicable, shall, at such time as they are no longer needed by the Contractor for such purposes, be shaped and dressed in close conformity to their original appearance. All disturbed areas shall be seeded and mulched (not hydroseeded). All debris shall be removed to the satisfaction of the Engineer and disposed of by the Contractor.

END OF SECTION

SECTION 02200

TESTING REQUIREMENTS

1. GENERAL

- 1.1 All testing of materials shall be conducted by an independent testing laboratory approved by the Engineer and paid for by the Contractor.
- 1.2 The Contractor is required to perform all tests as required by the FDOT, St. Johns County, SJCUD, all other applicable utility companies and as set forth in these Specifications.
- 1.3 Two copies of test reports shall be transmitted directly from the laboratory to the Engineer and Owner, or as directed. Test reports shall be identified by the project title, Engineer's project number, project location, description of test and location and depth of each on-site test submitted.
- 1.4 The requirements of this section outline the minimum testing standards and frequencies for the Work and may be increased or decreased as directed by the Engineer.

2. REQUIREMENTS

- 2.1 Concrete (Class D) - All concrete shall be tested in accordance with the requirements of the Standard Specifications for Road and Bridge Construction, 2004 Edition further described as follows:
 - 2.1.1 Location - Concrete shall be sampled in accordance with FM 1-T 23, on-site during placement.
Slump/temperature shall be measured on site.
Compressive strength shall be measured in the laboratory.
 - 2.1.2 Standard - Slump shall be determined in accordance with FM 1-T119
Temperature shall be less than 96 degrees Fahrenheit.
Compressive strength shall be tested in accordance with FM 1-T22.
 - 2.1.3 Frequency - One set of four cylinders per 50 cubic yards or each day's pour (if less than 50 cubic yards).
- 2.2 Concrete (Structural) - All concrete shall be tested in accordance with the requirements of the Standard Specifications for Road and Bridge Construction, 2004 Edition.

2.3 Stabilized Subgrade - All existing or fill materials for roadway and/or curb and gutter subgrade shall be tested in accordance with the requirements of the Standard Specifications for Road and Bridge Construction, 2004 Edition further described as follows:

2.2.1 Location - Density shall be tested in-place within the entire limits of the width and depth of the areas to be stabilized. Location shall be randomly established by the Engineer.
LBR shall be pre-qualified in the laboratory.

2.2.2 Standard - Density shall be 98%* of the maximum density as determined by AASHTO T-180 for roadway subgrade and 98% of the maximum density as determined by AASHTO T-180 for curb and gutter. Density testing shall be by Nuclear Gauge (AASHTO T 238) Drive Cylinder (ASTM D2937), or Sand Cone (ASTM D1566) methods.

Limerock Bearing Ratio (LBR) shall have a minimum bearing value of 40. There will be no under tolerance allowed.

* If the required densities are achieved at a moisture content exceeding +2% of optimum moisture content, at the Engineer's option, the soil may be proof rolled and visually inspected by the Engineer to determine if it is unyielding and not pumping. Curb and Gutter and Limerock shall not be placed on a yielding subgrade.

2.2.3 Frequency - Density shall be tested once per 200 linear feet of roadway subgrade, 300 linear feet of curb and gutter subgrade and 500 linear feet of shoulder subgrade.
LBR shall be tested once per 500' linear feet of roadway.

2.4 Limerock - The limerock base course(s) shall be tested in accordance with the requirements of the Standard Specifications for Road and Bridge Construction, 2004 Edition further described as follows:

2.4.1 Location - Density and thickness shall be tested in place. Location shall be randomly established by the Engineer.
LBR shall be pre-qualified in the laboratory.

2.4.2 Standard - Density shall be 100% of the maximum density as determined by AASHTO T-180. The minimum density which will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) shall be 98% of such maximum.

If the proposed base course is greater than six (6) inches, thickness for each course shall be a minimum of one-half the full thickness of the proposed base course.

LBR shall be equal to 100 or greater. There will be no under tolerance allowed.

- 2.4.3 Frequency - Density and thickness shall be tested once per lift per 200 linear feet of roadway.
LBR shall be tested once per 1,000 linear feet of roadway.

2.7 Superpave - The superpave course of asphalt shall be tested in accordance with the requirements of the FDOT Standard Specifications for Road and Bridge Construction, 2004 Edition.

- 2.7.1 SR 16 Improvements - Contractor shall be required to comply with all SR 16 Permit requirements, including but not limited to CQC provisions and testing.

2.8 Sidewalk and Driveway Subgrade - The subgrade for driveways and sidewalks shall be tested as follows:

2.8.1 Location - Density shall be tested in-place.

2.8.2 Standard - Density shall be 95% of the maximum density as determined by AASHTO T-180.

2.8.3 Frequency - Density shall be tested once per 400 linear feet of sidewalk and once per each driveway.

3. REQUIREMENTS for EMBANKMENT, TRENCH and STRUCTURE BACKFILL (Including Utility Trenches)

3.1 All testing of embankment, trench and structure backfill including, but not limited to, box culverts, stormwater culverts and structures, water mains, force mains and sanitary (gravity) sewer mains and sleeves shall be in accordance with FDOT Standard Specifications, 2004 Edition further described as follows:

3.1.1 Embankment - Requirements for testing density shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, 2004 Edition.

3.1.1.1 Location - Density shall be tested in-place

3.1.1.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T-180

* If the required densities are achieved at a moisture content exceeding +2% of optimum moisture content, at the Engineer's option, the soil may be proof rolled and visually inspected by the Engineer to determine if it is unyielding and not pumping. Curb and Gutter and Limerock shall not be placed on a yielding subgrade.

SECTION 03102

MAINTENANCE OF TRAFFIC

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, maintenance of traffic shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition, and the Roadway and Traffic Design Standards, 2006 Edition and the Manual of Uniform Traffic Control Devices, 2003 Edition.
- 1.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices as described in Section 102 and in the Contract Documents. Ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a FDOT approved training Provider. Approved Providers will be posted on the FDOT's website at the following URL address: www.dot.state.fl.us/rddesign/MOT/MOT.htm . Use approved alternate Worksite Traffic Supervisors when necessary.
- 1.3 Flagger: Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required. The Worksite Traffic Supervisor or others as approved by the Engineer will provide training for flaggers.
- 1.4 The Contractor shall be required to furnish the names and phone numbers of at least two (2) individuals whom may be contacted 24 hours a day in the event of an emergency.
- 1.5 Traffic control devices as required by the maintenance of traffic plan shall be maintained in proper order at all times throughout the duration of the contract.
- 1.6 Improper traffic maintenance shall be grounds to stop construction until the proper devices and/or controls are implemented.

2. MAINTENANCE REPORTS

- 2.1 Contractor shall provide necessary MOT reports as required by the FDOT 2004 Specifications.

END OF SECTION

SECTION 03104-A1

PREVENTION, CONTROL, and ABATEMENT OF EROSION and WATER POLLUTION

1. GENERAL

- 1.1 At a minimum, erosion protection shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition, Index Nos. 102 and 103 in the 2006 Roadway and Traffic Design Standards Manual, the notes and details shown on the Contract Drawings and the conditions of the St. Johns River Water Management District Permit
- 1.2 The Contractor shall implement the Sediment and Erosion Control Details, the Stormwater Pollution Prevention Plan and the NEWRAP – Nocatee Stormwater Pollution Prevention Plan identified in Appendix C for the prevention, control, and abatement of erosion and water pollution during the entire Contract Period to comply with local and State of Florida water quality standards and regulations, and Federal NPDES regulations.

This includes but is not limited to: temporary grassing (to include 'contingency' provisions identified in Bid Proposal), silt screens, turbidity barriers, hay bales and other such measures which shall prevent the discharge of turbid waters from the construction area and minimize erosion within the limits of construction. Should any erosion occur, the Contractor shall repair eroded areas without delay and shall reimburse the Owner for any fines, fees or penalties which may be imposed by regulatory agencies for failure to maintain proper erosion control and stormwater facilities.

2. SILT FENCE and HAY BALES

- 2.1 Prior to construction and as a minimum standard, the Contractor shall install temporary silt fence and hay bales in accordance with the Contract Drawings. The Contractor shall maintain the silt fences, hay bales and other erosion control measures until final acceptance of the project.
- 2.2 As a minimum standard, hay bales shall be replaced at regular intervals not exceeding three (3) months.
- 2.3 As a minimum standard, silt fences shall be replaced at regular intervals not exceeding twelve (12) months.
- 2.4 Once construction has been completed, a stand of grass has been established and prior to final acceptance, the Contractor shall remove and dispose of the temporary silt fence and hay bales in accordance with the Contract Drawings.

END OF SECTION

SECTION 03110

CLEARING AND GRUBBING

1. GENERAL

- 1.1 Clearing and grubbing shall be in accordance with Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition.

2. REQUIREMENTS

- 2.1 Clearing and grubbing shall include the complete removal and disposal of all timber, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground or located under the surface of the excavated areas whether or not they are shown on the plans.
- 2.2 Unless otherwise provided, the Work shall also include, but not be limited to, saw cutting, removal and disposal of existing asphalt or concrete pavement and the removal and disposal of drainage pipe culverts, headwalls, endwalls, etc.

3. AREAS COVERED

- 3.1 Unless otherwise shown on the plans or specified herein, clearing and grubbing shall be done within the following areas:
 - 3.1.1 All areas where necessary to accomplish this project as directed by these plans and specifications.
 - 3.1.2 All areas where excavation will be done, including borrow pits, lateral ditches, right-of-way ditches, etc.
 - 3.1.3 All areas where roadway embankments or roadway base will be constructed.
 - 3.1.4 All areas where structures will be constructed, including pipe culverts and other pipe lines.

4. DEPTHS of REMOVAL of ROOTS, STUMPS and OTHER DEBRIS

- 4.1 In areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement, all stumps, roots and other debris shall be removed to a depth of at least one foot below finished grade or the bottom of the base course or roadway embankment finish grade. Removal of unsuitable material shall be in accordance with Section 02050 of these Specifications.

5. DISPOSAL of PAVING MATERIALS

- 5.1 Paving materials excavated in the removal of existing pavements, such as paving brick, asphalt block, concrete slab, limerock, sidewalk, curb and gutter, etc., shall be disposed of at the Contractor's expense whether or not they are shown on the plans.

END OF SECTION

SECTION 03120

EXCAVATION AND EMBANKMENT

1. GENERAL

- 1.1 Excavation and embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition.

2. DISPOSAL

- 2.1 Sub-Article 120-5.4 Disposal Areas is amended to read as follows:

The disposal of excavated muck other materials unsuitable for the roadway construction and paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slab, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor at no additional cost to the Owner in accordance with all Federal, State and Local laws, ordinances, regulations and rules.

END OF SECTION

SECTION 03121

FLOWABLE FILL

1. GENERAL

- 1.1 Furnish and place Flowable Fill as an alternative to compacted soil as approved by the Engineer or as shown on the contract plans. Application for this material include, beddings encasements, closures for tanks, pipes, and general backfill for trenches. All Flowable Fill shall be in accordance with Section 121 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2006 Edition, the FDOT Roadway and Traffic Design Standards, January 2004, and the notes and details shown on the Contract Drawings.

END OF SECTION

SECTION 03160

STABILIZED SUBGRADE

1. GENERAL

- 1.1 Stabilization of the roadway subgrade shall be in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition.

2. REQUIREMENTS

- 2.1 The work specified in this section consists of the preparation of the firm and unyielding subgrade having the required bearing value specified in the Contract Drawings and Specifications. It is intended that the desired bearing value be obtained regardless of the quality of the existing soil or materials available on the site.
- 2.2 All roadway subgrade construction in excess of 400 feet in length shall be tested for L.B.R. value.
- 2.3 All proposed stabilized subgrade areas shall be mechanically stabilized by a rotary tiller to provide a homogeneous mixture, regardless of the in-situ bearing characteristics.

END OF SECTION

SECTION 03162

TOPSOIL

1. GENERAL

- 1.1 Topsoil shall be placed in accordance with Section 162 of the Florida Department of Transportation (FDOT) Supplemental Specifications for Road and Bridge Construction, 2004.
- 1.2 In accordance with the FDOT Standard Specifications, the overexcavated muck layer (if suitable) removed from the project site shall be used as a supplement and mixed with the existing material in quantities sufficient to achieve the minimum organic level and pH range.
- 1.3 The Contractor is reminded that all muck excavated on the project may not be suitable for use in topsoil construction.
- 1.4 The above referenced specification shall also apply to all sodded areas.

END OF SECTION

SECTION 03200

LIMEROCK BASE

1. GENERAL

- 1.1 The work specified in this section consists of the construction of a base course composed of limerock. It shall be constructed on a prepared subgrade in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition, and in conformity with the lines, grades, notes and typical sections shown in the plans.

2. TRANSPORTING LIMEROCK

- 2.1 The limerock shall be transported to the point where it is to be used, over rock previously placed where practical and dumped on the end of the preceding spread. Hauling over previously prepared subgrade will not be permitted.

END OF SECTION

SECTION 03300

PRIME and TACK COATS for BASE COURSES

1. GENERAL

- 1.1 The application of prime and tack coats shall be in accordance with Section 300 of the Florida Department of Transportation Specifications for Road and Bridge Construction, 2004 Edition.

2. DESCRIPTION

- 2.1 The work specified in this section consists of the application of bituminous prime coats on previously prepared bases and the application of bituminous tack coats on previously prepared asphalt bases, on existing pavement surfaces and between lifts of an asphaltic base course. All such work shall be accomplished in accordance with these Specifications and in conformity with the lines, dimensions and notes shown in the plans.

3. TACK COATS REQUIRED

- 3.1 Tack coats will be required on the following surfaces:
 - 3.1.1 Between successive surface courses
 - 3.1.2 Between successive leveling courses
 - 3.1.3 Between the leveling and surface courses
 - 3.1.4 On old pavements to be patched, leveled or resurfaced.

END OF SECTION

SECTION 03331

TYPE S-I & S-III ASPHALTIC CONCRETE

1. GENERAL

- 1.1 Construction of the S-I asphaltic concrete structural course shall be in accordance with Sections 330 and 331 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.
- 1.2 Construction of the S-III asphaltic concrete surface course shall be in accordance with Sections 330 and 331 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.
- 1.3 All such work shall be accomplished in accordance with these Specifications and in conformity with the lines, dimensions, grades and notes shown on the Contract Drawings.
- 1.4 In addition to the requirements contained in the FDOT Standard Specifications, Contractor shall provide the following:
 - (1) Attend a specific Pre-Paving conference prior to any permanent paving operations.
 - (2) Submit all pavement mix designs and Quality Control Plans to the Engineer and FDOT District Two Bituminous Engineer for approval.
 - (3) Notify the Engineer forty-eight (48) hours prior to any paving operations.
 - (4) Provide a certified Quality Control technician at the asphalt plant and at the roadway during the paving operations.
- 1.5 With reference to acceptance, no partial payment for asphalt will be allowed.
- 1.6 Any density test under 98% of the approved control strip density shall be fully rejected and removed and replaced at no additional expense to the Owner, unless otherwise approved by the Engineer

END OF SECTION

SECTION 03334

SUPERPAVE ASPHALTIC CONCRETE

1. GENERAL

- 1.1 Construction of the superpave asphaltic concrete structural course shall be in accordance with Sections 334 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition.
- 1.2 All such work shall be accomplished in accordance with these Specifications and in conformity with the lines, dimensions, grades and notes shown on the Contract Drawings.
- 1.3 In addition to the requirements contained in the FDOT Standard Specifications, Contractor shall provide the following:
 - (1) Attend a specific Pre-Paving conference prior to any permanent paving operations.
 - (2) Submit all pavement mix designs and Quality Control Plans to the Engineer and FDOT District Two Bituminous Engineer for approval.
 - (3) Notify the Engineer forty-eight (48) hours prior to any paving operations.
 - (4) Provide a certified Quality Control technician at the asphalt plant and at the roadway during the paving operations.
- 1.4 With reference to acceptance, no partial payment for asphalt will be allowed.

END OF SECTION

SECTION 03346

PORTLAND CEMENT CONCRETE

1. GENERAL

1.1 In addition to the requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2004 Edition.

Contractor shall provide the following:

- (1) Submit concrete producer Level I and contractor Level II Quality Control Plans to the Engineer for approval.
- (2) Submit all concrete mix designs to the Engineer for approval prior to commencing any concrete placements.
- (3) Follow the requirements of the FDOT *Standard Operation Procedures for Quality Control of Concrete*.
- (4) Notify the Engineer forty-eight (48) hours prior to the placement of concrete.
- (5) Provide concrete from an FDOT approved source.

END OF SECTION

SECTION 03425

DRAINAGE STRUCTURES

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, all drainage structures shall be in accordance with Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition, and the FDOT Roadway and Traffic Design Standards, 2006 Edition.

2. SUBMITTALS

- 2.1 The Contractor shall be required to submit shop drawings for all drainage structures prior to fabrication as required by the Contract Documents.

END OF SECTION

SECTION 03430

PIPE CULVERTS & STORM SEWERS

1. GENERAL

- 1.1 All pipe referenced in the plans shall be reinforced concrete pipe (RCP), elliptical reinforced concrete pipe (ERCP) unless specifically noted otherwise and shall be in accordance with Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition, and the FDOT Roadway and Traffic Design Standards, 2006 Edition.
- 1.2 Standard concrete pipe shall meet the design requirements of Class III Wall B of ASTM C76. The process of manufacture and the details of the pipe design including the strength of the concrete, will be inspected or checked at the Engineer's option.

2. FILTER FABRIC JACKET

- 2.1 All pipe joints (round and elliptical) shall be wrapped with woven or non-woven filter fabric. Cost of filter fabric is to be included in the cost of the pipe culvert. See FDOT Standard Index 280 for details.

END OF SECTION

SECTION 03520

CURB AND GUTTER

1. GENERAL

- 1.1 Construction of concrete curb and gutter and traffic separator shall be in accordance with Section 520 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition and the FDOT Roadway and Traffic Design Standards, January 2006 Edition.

2. DESCRIPTION

- 2.1 The work specified in this section consists of the construction of portland cement concrete curb and gutter, valley gutter and any other types of concrete curb not specified in other sections. The various items shall be constructed in accordance with these specifications and in conformity with the lines, grades, dimensions and notes shown in the plans.

**END OF SECTION
03520-1**

SECTION 03522

SIDEWALKS and DRIVEWAYS

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, construction of concrete sidewalks and driveways shall be in accordance with Section 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition, the FDOT Roadway and Traffic Design Standards, January 2006 Edition and the notes and details shown in the Contract Drawings.

2. REQUIREMENTS

- 2.1 The work specified in this section consists of the construction of concrete sidewalk and driveways in accordance with these specifications, and in conformity with the lines, grades and dimensions and notes shown in the plans.
- 2.2 Sidewalks - Unless otherwise noted in the Contract Drawings, all concrete sidewalk shall be four (4) inches thick.
- 2.2.1 Unless otherwise shown on the Contract Drawings, foundations for concrete sidewalk shall be graded so the top of the sidewalk is a minimum six (6) inches above grade. Fill material shall be added (as needed) to slope from the top of sidewalk to existing grade. Where the plans call for the removal and/or replacement of sidewalk, the sidewalk grades shall match the previous existing grade, except as may be directed by the Engineer to do otherwise. In no cases shall there be a drop-off in excess of 1" along the edge of sidewalk measured from the top of the sidewalk to the top of sod.
- 2.2.2 Joints shall be in accordance with Index 310 of the FDOT Roadway and Traffic Design Standards, January 2006 Edition.
- 2.2.3 Compaction of subgrade foundations shall be tested in accordance with Section 03850 - Testing of these Specifications.
- 2.2.4 Concrete shall be sampled and tested in accordance with Section 03850 - Testing of these Specifications.
- 2.2.5 The Contractor shall make provisions to protect curing concrete including, but not limited to, the covering of concrete with burlap or visqueen and the placement of temporary fencing.

2.3 Driveways - Unless otherwise noted on the Contract Drawings, all concrete driveways shall be six (6) inches thick,

2.3.1 Layout and construction of driveway turnouts shall be in accordance with Index 515 of the FDOT Roadway and Traffic Design Standards, January 20046 Edition.

2.3.2 Foundations for concrete driveways shall be graded to meet the adjacent property at the right-of-way line or the proposed grades shown on the contract drawings.

2.3.3 Compaction of subgrade foundations shall be tested in accordance with Section 03850 - Testing of these Specifications.

2.3.4 Concrete shall be sampled and tested in accordance with Section 03850 - Testing of these Specifications.

END OF SECTION
03522-2

SECTION 03524

CONCRETE SLOPE AND DITCH PAVEMENT

1. GENERAL

- 1.1 Construct concrete pavement in the flow channel of drainage ditches and on slope in accordance with the notes and details shown in the plans and in accordance with Section 524 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition and the FDOT Roadway and Traffic Design Standards, January 2006 Edition.

END OF SECTION
03524-1

SECTION 03550

FENCING

1. GENERAL

- 1.1 Furnish and erect metal fence of the type and at the locations shown in the plans in accordance with Section 550 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition and the FDOT Roadway and Traffic Design Standards, January 2006 Edition.

END OF SECTION

03550-1

SECTION 03570

GRASSING (SEEDING AND MULCHING)

1. GENERAL

1.1 Grassing, fertilizing and mulching shall be in accordance with Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition.

1.2 The work specified in this Section consists of the establishing of a stand of grass on slopes, shoulders, and other areas as called for in the plans.

2. REQUIREMENTS

2.1 Grassing will be by bahia seed only, unless otherwise approved by the Engineer. No millet seed will be allowed.

2.2 Hydroseeding will not be allowed as a means of permanent grassing. Only seed and mulch application will be allowed.

2.3 Fertilizing, seeding, mulching shall not be allowed when wind velocity exceeds 15 mph.

2.4 Grassed areas shall be rolled.

3. MOWING

3.1 Contractor shall mow and maintain project limits once every 6 weeks and seven (7) days prior to Final Inspection

END OF SECTION

SECTION 03575

SODDING

1. GENERAL

Sodding shall be provided in the areas designated by the typical sections of the Contract Drawings and in all areas damaged by construction activity.

2. MATERIALS

2.1 New Topsoil

2.1.1. Provide topsoil which is fertile, friable, naturally loamy, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth.

2.1.2. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at site of work. Obtain topsoil from naturally well-drained sites where topsoil occurs in depth of not less than 4"; do not obtain from bogs or marshes.

2.2 Fertilizer: Provide in accordance with Section 982 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.

2.3 Grass Materials

2.3.1. Sod: Provide machine cut, strongly-rooted, certified turfgrass sod, not less than 2 years old and free of weeds and undesirable native grasses. Provide sod capable of vigorous growth and development when planted (viable, not dormant).

2.3.2. Sod Pad Size: Uniform thickness of 5/8", plus or minus 1/4", measured at time of cutting and excluding top growth and thatch. Provide in suppliers standard size of uniform length and width with maximum allowable deviation of plus or minus 1/2" in width and plus or minus 5% in length. Broken or torn pads or pads with uneven ends are not acceptable.

2.3.3. Sod Strength: Provide sod pads capable of supporting their own weight and retaining size and shape when supplier's standard size pad is suspended vertically from a firm grasp on upper 10% of the pad.

- 2.3 WATER: Provide in accordance with Section 983 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.

3. EXECUTION

- 3.1 PREPARATION OF GROUND: The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation.
- 3.2 FERTILIZING: The operations of fertilizing shall be in accordance with Sections 570-3.1 and 570-3.7 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.
- 3.3 PLACING SOD: Whenever a suitable length of roadway has been graded and is ready for sodding the Contractor shall, when directed by the Engineer, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Engineer after his careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained properly moistened.

Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed 6". In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.

- 3.4 WATERING: The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results after being placed. The sod shall be kept in a moist condition for the duration of the contract period (and in no case less than 2 weeks). The moistened condition shall extend to at least to the full depth of the rooting zone. Water shall not be applied, however, when there is danger of a freezing condition.
- 3.5 MAINTENANCE: The requirements for maintenance as specified in Section 570-4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition, shall apply to this work.

END OF SECTION
03575-3

EXHIBIT C

CHANGE ORDER FORMAT

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

Project: Intersection Improvement on International Golf Parkway at US-1

Change Order Number: _____

The Owner has reviewed the Proposal from Contractor submitted in response to the Change Order Requests No. _____, in which the Contractor has agreed to the changes in the Work described in the Change Order Request. Based upon this acceptance of the Contractor's Proposal, this Change Order is entered into by and between Owner and Contractor, as detailed below. In the event this Change Order increases the Contract Price, the Contractor agrees, by accepting this Change Order, that all direct and indirect costs related to this Change, and any effect of the change on the remainder of the Project, the Schedule, or the Time of Completion have been fully compensated by this Change Order. All other provisions of the Construction Contract remain in full force and effect.

The original Lump Sum Contract Price was	\$ _____
Net change by previously authorized Change Orders [+ or (-)]	\$ _____
The Lump Sum Contract Price prior to this Change Order was	\$ _____
The Lump Sum Contract Price will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ _____
The new Lump Sum Contract Price as a result of this Change Order will be	\$ _____

The Contract Time will be (increased) (decreased) (unchanged) by (__) calendar days.

The Date of Substantial Completion as the result of this Change Order therefore (is changed to _____) (will remain unchanged)

Accepted:

Accepted:

Contractor: _____

Owner: _____
MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT, LTD.

Title: _____

Title: _____

Date: _____

Date: _____

In accordance with Section 8 of the authorized Construction Contract, "Changes in the Work", this document issued by the Owner, when signed by the Contractor, indicates the Contractor's agreement therewith, including the adjustment in the Contract Amount and Contract Time.

EXHIBIT D
ALTERNATES AND UNIT PRICES

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EXHIBIT E

TABLE OF ORGANIZATION

To be provided by the Contractor after Notice of Award.

EXHIBIT F
SPECIAL CONDITIONS

EXHIBIT F

SPECIAL CONDITIONS

1. USE OF PREMISES

1.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not encumber the premises with construction equipment or damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against Owner or any other party indemnified hereunder to the extent caused by or based upon contractor's performance of the Work.

1.2 During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for use by the Owner at Substantial Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

1.3 The Owner assumes no responsibility for conditions under which the Work must be performed and shall not be held liable for damages to any person for delays in the Project or interferences in the Project regardless of how caused, except for those directly caused by Owner's negligence or willful acts.

1.4 The Contractor's personnel shall adhere to all rules, regulations and security measures as required by the Owner. Specific attention is called to, but not limited to the following conditions:

.1 The limit of the construction area will be within the limits of construction indicated on the Contract Drawings, plus access areas. Construction personnel are limited to this area only and are not permitted in any other areas. Required services extending beyond shown limits of construction shall be coordinated, scheduled, and arranged for through the Owner.

.2 During execution of the Work of this Project, the Contractor shall maintain access to all properties at all times during this Construction Contract. This shall include modifying driving surfaces included within this Construction Contract as necessary to allow access for users outside of the limits of construction.

2.0 PROJECT MEETINGS

2.1 The Contractor shall hold and record weekly job meetings at a time and place to be mutually agreed on at the first organization meeting. Contractor's representative shall have the authority to make policy decisions.

2.2 Responsible representatives of the Owner, Engineer and Contractor shall attend.

2.3 Attendance is expected regularly and on time so that business can be conducted as quickly as possible.

2.4 Such meetings shall discuss scheduling, Work progress and any problem arising from the Work, particularly involving more than one subcontractor and/or utility company. The meeting shall not be used for required Contractor coordination responsibilities.

2.5 The Contractor shall be responsible for keeping minutes and shall include in the minutes of job meetings all circumstances that may bear on the progress of the Work, including without limitation dates of letting subcontracts, ordering and delivery of materials, weather conditions or other unusual circumstances that may cause difficulty or delay. In addition, the Contractor shall be responsible for keeping and providing updated change order, RFI and submittal logs for review and reference at each weekly meeting.

2.6 Meeting minutes are to be distributed to all attendees prior to the next progress meeting.

2.7 Immediately prior to each meeting, Contractor must complete a "Two Week Look Ahead" bar chart schedule for the purposes of review during the meeting. This bar chart should include the following types of activities:

- .1 Construction activities
- .2 Major equipment/material deliveries
- .3 Significant milestones (e.g., piping system complete, paving start date, etc.)
- .4 Deadlines for supplemental information required by Contractor

3.0 SAFETY AND SECURITY

3.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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 Project 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 Project Site; and
- .3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

3.2 Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

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

3.4 Contractor shall provide for the safety and protection of the Contractor's own Work, including the covering of any holes, shaft openings, etc., so as to avoid all safety hazards. The Contractor is solely responsible for compliance with all local and national safety regulations and requirements.

3.5 Prior to starting work on the Project, the Contractor and subcontractors shall meet with their employees to apprise them of the safety requirements.

3.6 Fighting, gambling, horseplay, whistling, possession of or drinking of alcoholic beverages, possession of or the use of illegal drugs, or failure to follow safety regulations will serve as cause for the immediate and permanent removal of the involved individuals from the Project.

3.7 The Contractor is responsible for providing an adequate number of approved NAPA fire extinguishers for the Project Site. An approved extinguisher, shielding curtains, and screens must be provided at welding and cutting equipment at all times. All fire extinguishers are to be serviced and maintained in accordance with NAPA requirements.

3.8 Scaffolds shall be built of sound material and properly supported on a firm footing. All scaffolds must meet the requirements of CFR 1926.451 of the Occupational Safety and Health Act (Construction Safety and Health). The scaffolding platform must be equipped with standard handrail, mid-rail, and toeboard. Scaffolding shall be tied to an adjacent wall, both vertically and horizontally, as required by OSHA standards. Areas where scaffolding is erected shall be appropriately marked as "Men Working Overhead."

3.9 Metal ladders must not be used near or for electric service. Standard ladders of proper height, in good condition, and properly placed on a sound footing are to be used. Special purpose job ladders may be constructed if they are properly designed and built for the job. All ladders shall be tied or otherwise securely fastened at the top to prevent movement. All ladders shall be used in accordance with the manufacturer's requirements, and only for the purpose for which they were intended.

3.10 Contractor shall be responsible for ensuring that his employees, subs, visitors and agency comply with OSHA and other regulatory agencies at all times.

3.11 Contractors shall provide adequate tools and equipment for the safe performance of the Work. Welding shields are to be used. Bottled gases provided by Contractors for welding and cutting must be secured at all times. Equipment must meet OSHA standards. The metal non-current carrying parts of all electrical appliances must be grounded.

3.12 The Contractor is expected to provide first aid equipment and trained personnel for his employees, as defined in the OSHA Standards. The Contractor must post a list containing names and phone numbers of first aid person, doctor, hospital, and ambulance at his trailer, desk, or main toolbox.

3.13 In the event the Contractor discovers hazardous materials or hazardous conditions at the Project Site, the Contractor is to immediately cease work and vacate that area and contact the Owner for further instructions.

3.14 If the Contractor notices any safety violations at the Project Site, the Contractor shall immediately notify the Engineer and Owner.

3.15 The Contractor is expected to conform with all local and OSHA trenching regulations and safety standards related to excavation and earthwork.

4.0 CLEANING

4.1 The Contractor and each subcontractor shall conduct daily inspections to verify that requirements of cleanliness are being met.

4.2 The Contractor and each subcontractor and subcontractor shall be responsible for the daily removal and disposition of all salvage items, demolition debris, and all other items,

equipment, apparatus, fixtures, wiring conduit, piping, ductwork and the like scheduled to be removed, relative to his trade.

4.3 The Contractor and each subcontractor shall be responsible for all cleaning in connection with his own work and shall deposit all trash (including wrappers, crating, waste or debris) resulting from his Work. All combustible material shall be removed from the Project Site on a daily basis.

4.4 The Contractor shall arrange space for workmen's lunches, provide rubbish containers for miscellaneous trash and keep premises clean and remove all debris at the end of each working day.

4.5 If the Contractor fails to clean up his trash within one (1) working day after being requested in writing to do so by the Owner, the Owner may complete the necessary clean up and deduct the cost thereof from any payment due the Contractor.

4.6 Omitted.

5.0 TESTS AND INSPECTIONS

5.1 Contractor shall give Engineer or other testing group so designated by the Owner, timely notice of readiness of the Work for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspection or tests.

5.2 Unless provided for otherwise in the Construction Contract and Contract Documents, Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

- .1 for inspections, tests, or approval covered by paragraph 5.4 below;
- .2 those costs incurred in connection with tests or inspections conducted pursuant to paragraph 6.7 below shall be paid as provided in said paragraph 5.7; and
- .3 as otherwise specifically provided in the Contract Documents.

5.3 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 and Owner the required certificates of inspection, or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the work, or of materials, mix, designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

5.4 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, it must, if requested by Engineer, be uncovered for observation.

5.5 Uncovering Work as provided in paragraph 5.4 shall be at Contractor's expense, unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

5.6 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

5.7 If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor at Engineer's request, shall uncover,

expose, or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, Contractor shall pay all claims, costs, losses and damages caused by, arising out of, or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of Work of others); and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction of the work.

5.8 Contractor shall be responsible for contacting Owner's testing engineer each and every time the Contractor's Work requires testing or observation in accordance with the Contract Documents. Contractor shall give testing engineer a minimum of 24 hours notice.

6.0 PERMITS

6.1 The Owner shall pay all fees for approved construction plans (including impact fees as appropriate) directly related to this construction however, all other permits as described in Section 3.7.5 of the General Conditions and inspection fees (to the extent not paid by Owner) shall be the responsibility of the Contractor.

6.2 Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.3 If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

6.4 Prior to commencement of the Work, Contractor is responsible to obtain complete and valid copies of all construction permits related to the Work from Owner and/or Engineer. Contractor must perform the Work in accordance with all of the conditions and requirements of the construction related to the Work. Such permits specifically include, but are not limited to permits from St. Johns County, St. Johns River Water Management District, Florida Department of Environmental Protection, the Army Corps of Engineers and the Florida Department of Transportation.

7.0 CONTRACTOR'S RESPONSIBILITY TO MANAGE

7.1 Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Owner or Engineer to pay or to see to the payment of any monies due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all subcontractors, suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through the Contractor.

8.0 TREE PROTECTION

8.1 The Contractor shall provide tree protection for all trees to remain either within or adjacent to the work.

8.2 The Contractor shall be responsible to replace every tree greater than 8" caliper which has not been approved for removal. Replacement trees shall be of like kind and maturity. At Contractor's option, a fine of \$1,000 for each tree destroyed or damaged may be assessed in lieu of replacement.

8.3 All trees shown on plan or designated in the field to remain must be protected from damage by wood fencing constructed with 2' x 4" lumber and located at the perimeter of the tree's drip line, with a top rail at 36" above grade and a mid rail at 18" above grade. The Contractor is responsible for the maintenance of tree protection through substantial completion. The placement of vehicles, construction materials, debris or excavated material within drip line will not be permitted. Excavation or filling within the drip line shall be done with care and shall be the minimum required to construct grades as shown in the Drawings.

8.5 SALES TAXES

8.5.1 The Marshall Creek Community Development District as Owner, being exempt from sales taxes, shall reserve the right to make direct purchases of selected construction materials that are included in the scope of work. The Contractor shall assist the Owner in the preparation of orders for such material purchases. Material purchases shall be accomplished by the issuance of Contractor prepared purchase orders for execution by the Owner.

8.5.2 Following the completion of the issuance of the purchase orders, the Owner shall issue to the Contractor a Change Order decreasing the Contract Amount by the total amount of the materials purchased directly by the Owner plus all applicable sales tax.

8.5.3 The direct purchase of selected construction materials by the Owner through the issuance of the Contractor prepared Owner purchase orders and the subsequent reduction of the Contract Amount is in no way intended to or shall be construed as modifying or relieving the Contractor from any of its obligations under the provisions of the Contract, including but not limited to, coordination, performance, protection, storage, scheduling, guarantees and warranties for the material purchased.

9.0 SOIL MANAGEMENT

9.1 Omitted.

9.2 Contractor shall not be allowed to excavate below the final grades shown at the designated elevations on the grading plan without the prior written approval of the Owner.

9.3 Omitted.

9.4 Omitted.

9.5 The Contractor shall prevent surface water and subsurface of ground water from flowing into excavations and from flooding project site and surrounding areas.

9.6 Contractor shall not allow water to accumulate in excavations. The Contractor shall remove water to prevent soil changes detrimental to stability of subgrades. The Contractor shall provide and maintain pumps, well points, sumps, suction and discharge lines, erosion control and other dewatering system components necessary to convey water away from excavations at Contractor's sole expense.

9.7 Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. The use of trench excavations as temporary drainage ditches is prohibited.

9.8 SPECIAL EROSION CONTROL MEASURES

9.8.1 Construction activity within the Marshall Creek DRI shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the EPA NPDES permit program. Prior to any work, the contractor shall prepare and submit an application for an EPA NPDES Stormwater permit to the EPA. Prior to commencement of construction within a development parcel that abuts a preserved wetland, the contractor shall be required to install silt fencing on the landward edge of the upland buffer to protect the preserved wetlands. An additional row of silt fencing shall be installed at least 3 feet landward of the silt fence along the upland buffer adjacent to tidal marsh (see "Golf Course Plans" for marsh). The silt fencing shall be inspected at least once a week and repairs to fallen or damaged sections shall be made immediately upon discovery.

9.8.2 Copies of the stormwater pollution prevention plans and the EPA NPDES permit shall be provided to the Engineer, Owner and the Northeast District office of the Florida Department of Environmental Protection.

9.8.3 Owner and Engineer independent from Contractor will also inspect silt fencing and other erosion control measures. The Owner and Engineer will provide the Contractor with written notification of any repairs or additions that must be made to the Contractor's erosion control measures. Contractor must complete repairs or additions within 24 hours of receipt of written notification. If Contractor fails to complete repairs or additions within such time period, the Contractor will be fined \$500 for each such failure to respond.

10.2 BONDS

10.2.1 Contractor shall obtain and thereafter at all times during the performance of the Work, maintain a payment and performance bond in accordance with section 255.05, Florida Statutes, and in a form satisfactory to the District. Contractor shall exert its best effort to obtain such bonds at the lowest possible cost to the District.

10.2.2 If requested, the contractor shall provide a maintenance bond in a form and amount acceptable to the District.

10.2.3 The Contractor's and subcontractor's warranty for all elements of the Work will extend until such time that all maintenance bond periods have been satisfied and the local jurisdiction has accepted full responsibility for all improvements. Where this provision conflicts with other provisions of the Contract Documents, the provision requiring the longest warranty shall prevail.

11.0 UTILITY COORDINATION

11.1 Contractor is responsible for coordinating the Work with any and all governmental agencies, utility companies, other contractors and service providers that are providing or serving utilities to the Project. Including, but not limited to the following companies:

- Florida Power & Light
- Comcast
- BellSouth
- TECO Gas
- St. Johns County Water & Sewer
- Florida Department Of Transportation
- Florida East Coast Railway Company

11.2 Omitted.

11.3 Omitted

11.4 Florida Law (F.S. 553.851) Protection of Underground Pipelines mandates that "no excavator shall commence or perform any excavation in any public or private street, alley, right-of-way dedicated to the public use, or gas utility easement without first obtaining information concerning the possible location of gas pipelines in the area of the proposed excavation." This includes any operation utilizing hand tools or power tools which moves or removes any structure, earth, rock, or other mass of material by such methods as digging, backfilling, demolition, grading, ditching, drilling, boring and cable plowing. The Contractor must notify the gas utility a minimum of 48 hours and a maximum of 5 days prior to excavating (excluding Saturdays, Sundays, and legal holidays).

12.0 CONSTRUCTION TRAILER USE

12.1 Omitted.

12.2 Omitted.

12.3 Omitted.

13.0 HARDSCAPE/LANDSCAPE/IRRIGATION COORDINATION

13.1 Omitted

14.0 Omitted

14.1 Omitted.

15.0 AIR QUALITY

15.1 The following fugitive dust control measures shall be undertaken during all construction activities throughout buildout of the project:

(a) Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;

(b) Contractors will use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas;

(c) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and

(d) Contractors will utilize the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators.

END OF SPECIAL CONDITIONS

EXHIBIT G
SITE LOGISTICS PLAN

To be provided by Contractor after Notice of Award.

EXHIBIT H

SCHEDULE OF VALUES

Detailed Schedule of Values to be provided by the Contractor after Notice of Award.

Mobilization & General Conditions 235,111.00

MOT
Temporary Pavement 53,556.88
Flagmen (lane closures) 17,160.00
Installation of MOT devices 7,653.76
Rental of MOT devices 10,460.45
Nightly lane closures 7,322.40
Barrier wall 69,227.70
Maintain Access to businesses 2,530.00
Off duty police officers 23,216.80
Railroad Flagmen 19,698.00
Road plates 3,072.80
Temporary striping 8,259.94

Total 222,158.73

Clearing & Grubbing
Clearing & haul off all demo 7,500.00
Demo concrete 3,544.40
Demo asphalt 4,253.40
Sawcutting 1,960.00

Total 17,257.80

Earthwork
Cut & Fill 10,027.92
Flowable Fill 11,683.20
Grading 7,600.00

Total 29,311.12

Roadway construction
Asphalt 181,051.52
Milling 25,302.88
Limerock base 34,490.70
Curb 34,734.22
Subbase 17,213.90
Concrete flatwork 11,138.76
Flumes & Ditch pavement 3,001.92
Total 306,933.90

Highway signing 4,761.35
Roadway marking 20,118.20
Signalization 20,900.00

Erosion control
Silt fence & maint 6,000.00
Hay bales & maint 2,560.00
Turbidity barrier 1,834.00
Tracking devices & maint 6,180.00
Misc as needed 3,870.00
Total 20,444.00

Drainage
Mitered end sections 10,462.60

RCP pipe	28,311.68	
Dewatering	4,620.00	
Endwalls	5,868.04	
Hold FPL pole	5,210.00	
Inlets	2,167.80	
Total		56,640.12

Grassing 8,280.00

Utility Relocations

Water

Install bypass on existing 20" line (includes 2ea 20x20 tapping sleeves and valves, 2ea 20" linestops and pipe/fittings to construct bypass) 86,994.18

Install 2ea 20" electrofusion adapters – including certified installer for fusing 12,783.06

Install 2ea 20 x 16 tees	6,561.60
16" PVC w/bell restraints	5,546.94
20" butterfly valve	7,035.74
20" DI pipe & connections	5,932.88
16" butterfly valves	10,190.18
16" caps w/flushing hyd	2,505.76
16 x 6 tee	1,822.56
6" pipe stub	5,579.74
Adjust existing valve jackets etc	2,136.00
Adjust hydrant	5,215.18

Force Main

8 x 4 tapping sleeve, valve, etc	3,663.48
4" bends	905.94
Air release valve & manhole	5,810.34
4" pipe & restraints	2,914.67
Casing	4,735.94
4" gate valves	1,507.44
Other 4" fittings	607.65
Adjust existing valve jackets etc	1,424.00

Total utility 173,873.28

Storm water pollution prevention plan 2,000.00

Testing 50,000.00

Bonding 18,003.75

Asbuilt 24,720.00

Total bid 1,210,513.25

EXHIBIT J

PARTIAL WAIVER AND RELEASE OF LIEN

TO: Marshall Creek Community Development District.

FROM: Contractor: _____

or

Subcontractor: _____

For purposes of subcontractor's release of lien, the term "Contractor" shall mean "Subcontractor" for purposes of this Exhibit J.

PROJECT NAME: Marshall Creek Community Development District

Contract Date: _____ (Contractor) or _____ (Subcontractor)

Application for Payment No.: _____

Period _____ to _____ ("Period Ending Date")

Original Contract Amount: \$ _____

Approved Change Order Amount: \$ _____

Adjusted Contract Amount: \$ _____

Amount of Work Done to Date: \$ _____

Retainage Amount Not Yet Due: \$ _____

Total Payment Received to Date: \$ _____

Net Amount Due to Date: \$ _____

The undersigned for and in consideration of payments made to it by Owner, hereby certifies as follows:

1. The undersigned hereby acknowledges receipt of aggregate payments for the Work as set forth in the Contract (the "Work") equaling \$ _____ (Total Payment Received to Date stated above) for labor employed in and materials furnished or store materials furnished for the construction of the Project. This amount plus the Net Amount Due to Date and the Retainage Amount Not Yet Due, when paid, represent payment in full for all amounts due as of the Period Ending Date stated above (the date of receipt of this payment request) under the Contract with Owner as increased or decreased by the Change Order Amounts also specified above.
2. Upon receipt of the sum of \$ _____ (Net Amount Due to Date), the undersigned will have received final payment in full, less retainage, for all deliveries of material to (or furnished in connection with) and for all labor or other Work performed in the construction of the Project through the _____ day of _____, 20____, and except for receipt of said payment and as an inducement to Owner and Lender to make same, the undersigned hereby affirms that there are no outstanding claims against the Contractor and/or its sureties in connection with the Project through said date.
3. Contingent upon the receipt of the sum of \$ _____, the undersigned does hereby forever waive, release and quitclaim in favor of Owner, Lender, each and every party acquiring title to and/or making a loan on the Project, and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assignees, all rights that presently exist to any and all types and forms of contractors', mechanics', and materialmen's lien and other liens including, without limitation, any liens or preliminary notice of lien which might otherwise have been filed with respect to the Project and all materials furnished in connection therewith which is being constructed by Contractor

under the Contract dated _____, between Contractor and Owner, and additional improvements or alterations to the Work, and the Project, whether such liens or rights of liens are now existing or may hereafter arise for any labor, materials or services performed or materials furnished with respect to the Work or improvements or alterations through the _____ day of _____, 20____. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

4. The undersigned further states on oath that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the Project and any lien of bond claimant relating to the undersigned's Work has been paid their respective portion of prior payments for all work, labor, materials, machinery, equipment and supplies provided, or to be provided, in connection with the Work other than \$_____ (Retainage Amount Not Yet Due) and that no laborers or materialmen have any claim or lien, either actual or inchoate, against the Work, Project, Owner, or Lender by virtue of their having furnished labor or material going into or towards the Work.
5. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project.
6. The undersigned hereby certifies that the amounts set forth are true and correct and acknowledges that there are not additional costs or claims for any extras or additions for labor and/or material on the above-described Work other than (i) as set forth above, or (ii) as set forth in the Construction Contract.
7. The undersigned has not assigned any lien or right to perfect a lien against the Project, and the undersigned has the right, power and authority to execute this document.
8. The undersigned hereby certifies that all Work required under the Contract has been performed in accordance with the Contract and Contract Documents to the extent which this billing represents.
9. Should any claim of lien on the real property records of any county of the State of Florida by Contractor, Contractor's subcontractors and/or materialmen and/or suppliers contrary to the term of the Contract, it is hereby agreed by Contractor that such claim of lien shall be removed by and at the sole expense of Contractor.

IN WITNESS WHEREOF, this Final Affidavit, Waiver and Release has been executed on this _____ day of _____, 20_____.

WITNESS:

CONTRACTOR:

BY

TITLE

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

EXHIBIT K

FINAL AFFIDAVIT, WAIVER AND RELEASE OF LIEN

Project Description: The Work covered by this Final Affidavit, Waiver and Release shall be the Work, labor, materials, supplies, and services performed or provided in connection with construction (the "Work") of the Work performed by Contractor at Marshall Creek (the "Project").

Contract Description: All other defined terms shall be set forth in the construction contract (the "Contract") dated _____ between Marshall Creek Community Development District. (the "Owner") and _____ (the "Contractor") and the contract dated _____ between _____ (the "Subcontractor") and _____ (the "Contractor").

RECITALS

1. Contractor has furnished labor, materials, supplies and/or other goods or services in connection with construction of the Work pursuant to the Contract;
2. The Contractor and/or any subcontractors, suppliers, materialmen, and laborers acting for the Contractor or claiming by, through, or under the Contractor (collectively "Subcontractors") have fully performed or furnished the Work; and
3. There remains to be paid under the terms of the Contract for the Work the sum of \$ _____ as the full and final payment for the Work (the "Final Payment") and the Contractor has requested the Owner to make the Final Payment.

NOW, THEREFORE, as an inducement to the Owner to make the Final Payment to the Contractor, and other good and valuable consideration the receipt of which is hereby acknowledged, the Contractor covenants and agrees as follows:

4. Upon receipt of the Final Payment, the Contractor will have received final payment in full for the Work, and except for receipt of the Final Payment, the Contractor hereby affirms that there are no resolved, existing, or outstanding claims against the Project, the Owner and/or its sureties in connection with the Work.
5. In consideration of the payments made to date and the Final Payment on account of the Work, the Contractor, on behalf of itself and all those claiming by, through or under the Contractor, does hereby waive, release, and quitclaim in favor of the Owner and each and every part acquiring title to and/or making a loan on the Project and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assignees, all rights that presently existing or hereafter may accrue to the Contractor and all those claiming by, through, or under the Contractor to assert a lien relating to the Work upon the land and improvements comprising the Project by virtue of any law in the jurisdiction in which the land and improvements are situated or any amendment of said law regarding the rights of a Contractor, subcontractor, laborer, supplier, or materialmen to assert a lien or claim against the Project or the Owner. The Contractor covenants, on behalf of itself and all those claiming by, through, or under the Contractor that the Contractor shall not file or permit to be filed any mechanic's lien or other lien or notice of intention to file any such lien against the Property or to make any claim against the Owner, personal or otherwise, or against the Project or any part thereof for the Work. This includes without limitation any liens which might otherwise have been filed pursuant to Official Code of Florida Statutes Chapter 713 both with respect to the Project and with respect to the Land.
6. Contingent upon the receipt of the Final Payment, the Contractor, on behalf of itself and any Subcontractor, does hereby forever release, waive, and discharge the Project, the Owner, lender, its sureties, and other guarantors or obligors on the bond or other undertaking, from any and all causes of action, suits, liens (including, without limitation, and liens which might otherwise have been filed), debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, at law or in equity, which the Contractor and Subcontractor and/or its and their successors and/or assignees ever had, now have, against the Owner, Lender, its sureties and other guarantors or obligors on the bond or other undertaking, by reason of the Work and the Contractor hereby agrees to indemnify and hold the above parties harmless from any and all damages, costs, expenses, demands, suites, and legal

fees, directly or indirectly relating to any claim or lien by any party which relates to the Work or incurred by reason of a breach by the Contractor of any covenant contained in this Final Affidavit, Waiver and Release or the failure to inaccuracy of any warranty or representation contained in this Final Affidavit, Waiver and Release.

7. The Contractor has not and will not assign any claim relating to the Work against the Project, the Owner, the Lender, its sureties, and other guarantees on the bond or other undertaking, or any lien or right to perfect a lien relating to the Work against the Project, and the undersigned has the right, power, and authority to execute this Final Affidavit, Waiver and Releases.
8. The undersigned warrants that with respect to the Work, upon receipt of Final Payment, all Subcontractors employed by it, or from which it has acquired materials incorporated into the Project and any lien or bond claimant relating to the Work have been or will be paid in full and that none of such Subcontractors or claimants has any claim, demand, or lien, either actual or inchoate, against the Project or has the right to file any mechanic's lien, or notice of intention to file a mechanic's lien against the Project. The Contractor warrants that all sums paid to it by the Owner on account of the Work have in turn been paid to the Subcontractor(s) to whom they are due. The Contractor further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the Work have been paid in full. Contractor further agrees that the Labor and Material Payment Bond will remain in effect until certification acceptable to Owner is provided that all sums paid to Contractor by Owner on account of the Work have in turn been paid to the Subcontractor(s) to whom they are due.
9. Contractor further states on oath that the agreed price or reasonable value for all Work, labor, materials, machinery, equipment and supplies going into and towards the Work on the Project has been paid in full and that no laborers or materialmen have any claim or lien, either actual or inchoate, against the Project by virtue of their having furnished labor or material going into or towards the Work on the Project.
- 10.. No security interest has been given or executed by the Contractor for or in connection with any materials, appliances, machinery, fixtures, or furnishing comprising the Work and places upon or installed in the Project.
11. Contractor hereby certifies that all Work required under the Contract has been performed in accordance with the Contract.
12. Should any claim of lien be filed on the real property records of any county of the State of Florida by Contractor contrary to the terms of this Final Affidavit, Waiver and Release, it is hereby agreed by Contractor that such claim of lien shall be dissolved as a matter of record by the recordation of this Final Affidavit, Waiver and Release.

IN WITNESS WHEREOF, this Final Affidavit, Waiver and Release has been executed on this _____ day of _____, 20____.

WITNESS:

CONTRACTOR:

BY

TITLE

SUBCONTRACTOR:

BY

TITLE

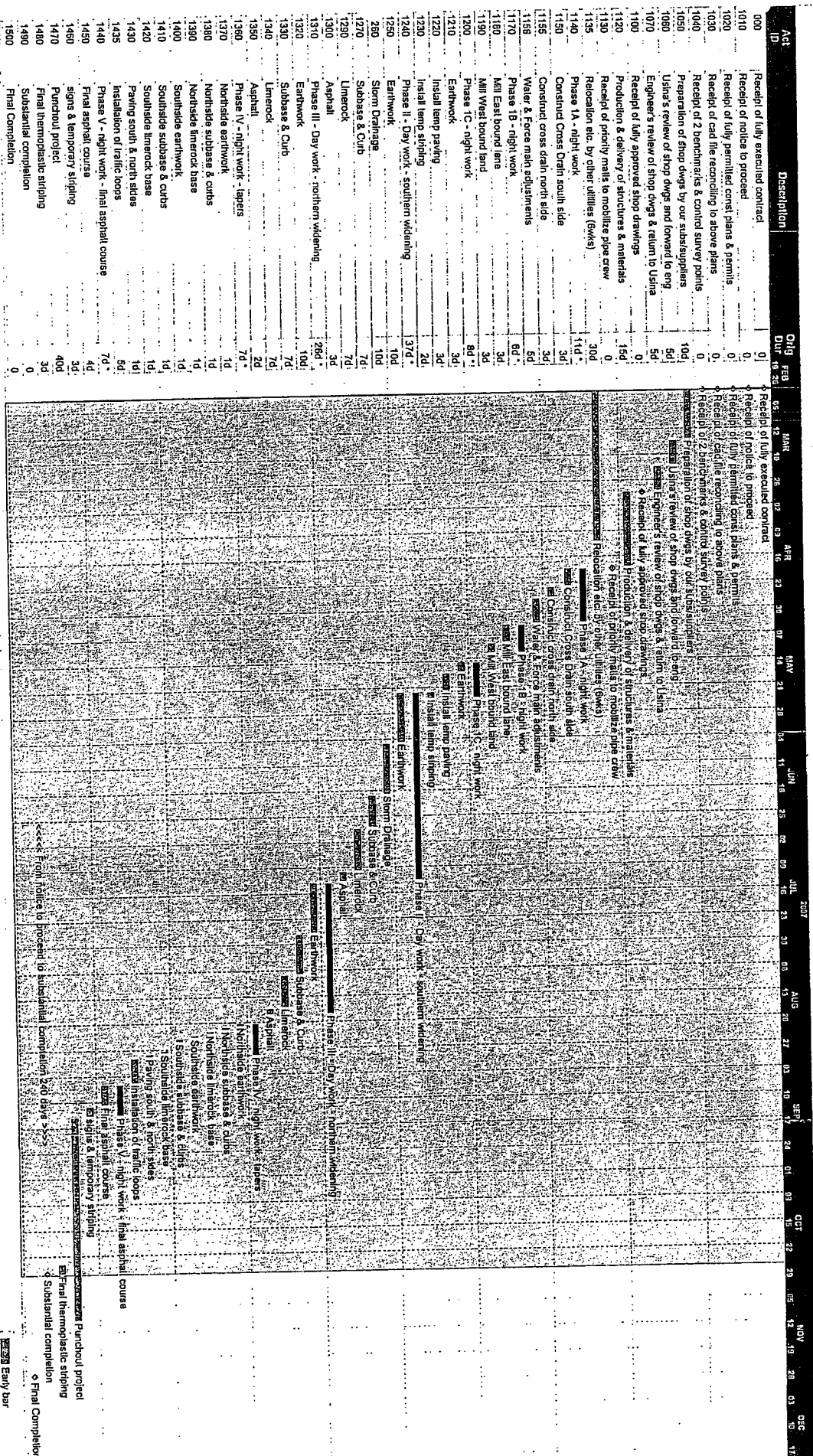
Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

EXHIBIT L

CONSTRUCTION SCHEDULE

To be provided by Contractor after Notice of Award.



V.J. Usina Contracting, Inc.
International Golf Parkway Int Imp

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

EXHIBIT M

CERTIFICATE OF INSURANCE

To be provided by Contractor in accordance with the Contract Documents.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/21/2007
PRODUCER (904)353-3181 FAX (904)353-5722 Cecil W. Powell & Co. P.O. Drawer 41490 219 Newnan St. Jacksonville, FL 32203-1490		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED V J Usina Contracting Inc 4669 Avenue A St Augustine, FL 32095-5703		INSURERS AFFORDING COVERAGE INSURER A: Bituminous Casualty Corp INSURER B: Bridgefield Employers Ins Co INSURER C: Travelers Insurance Co INSURER D: INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLP3233739	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP3507826	10/01/2006	10/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP2575244	10/01/2006	10/01/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	830-28404	01/01/2007	01/01/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Inland Marine	QT660273D7940TIL05	10/01/2006	10/01/2007	Rented / Leased Equipment Limit: \$ 250,000 any 1 Item Ded: 2% Subject to \$5,000 Min

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Intersection Improvements at International Golf Parkway & US 1
 IGP/US 1/Improvements

*10 Day Notice of Cancellation applies to Non Payment of Premium

CERTIFICATE HOLDER	CANCELLATION
Marshall Creek Community Development Dist 605 Palencia Club Drive St. Augustine, FL 32095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Russell Grice/TLK

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT N

**CONTRACTOR (OR SUBCONTRACTOR)
WARRANTY-GUARANTEE**

For purposes of this Exhibit N, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

_____ ("Contractor" or "Subcontractor") does hereby warrant and guarantee the Work in its entirety as defined in the Construction Contract dated _____ as performed at Marshall Creek for a period of one (1) year from the date of execution of the Certificate of Substantial Completion ("Guarantee Period") by Owner, or Engineer.

Contractor agrees to cause Subcontractors to repair or replace to the satisfaction of the, Engineer and Owner any or all Work that may prove defective in workmanship or materials within the Guarantee Period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other Work which may be damaged or displaced in so doing.

The Contractor at its sole cost and expense shall promptly correct incomplete or defective Work, Work rejected by the Engineer or Owner, or Work failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. If, within a period of one (1) year from the date of Substantial Completion of the Contract or by the terms of any applicable special warranty required by the Contract Documents any such corrective Work is required, Contractor (at its sole cost and expense) shall promptly correct such conditions. This corrective period shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to one year after such corrective Work is completed or such longer period as may be prescribed by law or in equity or expiration of the term of any applicable special warranty. Any defect in such corrective Work shall be corrected again as set forth herein. This obligation survives acceptance of the Work under the Contract and termination of the Contract. These provisions apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorized the Owner to proceed to have defects repaired and made good at Contractor's sole expense, and will pay the reasonable and necessary costs and charges therefor immediately upon demand.

CONTRACTOR (OR SUBCONTRACTOR):

BY: _____

TITLE: _____

DATE: _____

EXHIBIT O

GENERAL CONDITIONS

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

PROJECT: International Golf Parkway at US-1 Intersection Improvements

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the agreement between Owner and Contractor ("Construction Contract"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Allowances, the Contractor's Schedule, and Addenda issued prior to execution of the Construction Contract, and other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer or Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as Information Only Documents.

1.1.1.1 The drawings are those enumerated in the List of Drawings attached to the Construction Contract. The Drawings, in many instances, are schematic and do not define exact locations of every part and piece of work. Items furnished may vary in dimension and in other ways from the specific items called for in the Contract Documents. In such cases, exact position of each part is to be determined by "on the job" measurements, shop drawings, drawings from equipment manufacturers and coordination with other work.

1.1.1.2 The format of the Specifications generally complies with the recommendations of the Construction Specifications Institute, which divides work into Major Divisions and Work Sections.

1.1.1.3 Tolerances: Dimensional tolerances listed in each Section are not cumulative. The Contractor shall coordinate the tolerance requirements of consecutive and adjacent trades so the finished construction is within the design tolerances.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer or Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

1.1.3 INTENTIONALLY DELETED

1.1.4 THE PROJECT

The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The "Drawings" are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, detail, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 PARTICULARIZED TERMS

1.1.7.1 "Provide" shall mean furnishing all material, labor, tools, plant, supplies, equipment, transportation, superintendence, temporary construction of every nature, insurance, taxes, contributions and all services and facilities, unless specifically excepted, and installing all materials, equipment and other items referred to, all in compliance with the requirements of the Contract Documents.

1.1.7.2 "Required" shall be understood to refer to the requirements of the Contract Documents, unless its use clearly implies a different interpretation.

1.1.7.3 Where "as shown", "as indicated", "as noted" and similar terms are used, it shall be understood that reference to the Drawings is made, unless their use in a sentence clearly implies a different interpretation.

1.1.7.4 "Necessary" shall be understood to refer to proper completion of the Work.

1.1.7.5 Where the term "product", "products", "item", "items" and similar terms are used they shall be understood to include (but not be limited to) materials, systems and equipment as applicable.

1.1.8 TECHNICAL TERMS

Technical terms not specifically defined in the Contract Documents shall have the meanings given in AIA Documents M101, "Glossary of Construction Industry Terms", the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Technical terms not defined as above and used to describe items of the Work and which so applied have a well known technical or trade meaning, shall be held to have such recognized meaning.

1.1.9 ALTERNATE

A variation in Contract requirements on which a separate price is requested. If the Alternate is accepted, the variation will become a part of the Contract and the amount of money quoted will be added or deducted from the Contract Amount to determine the revised Contract Amount.

1.1.10 DAY

A calendar day beginning and ending at 12:00 Midnight.

1.1.11 EQUAL

Equal, Approved Equal, Engineer/Architect Approved, Acceptable, Approved, Required, Directed, Instructed require opinions and interpretations of the Contract Documents by the Engineer/Architect and are limited in authority and responsibility as defined herein.

1.1.12 INSPECTOR

An authorized representative of the Owner, Engineer or Architect assigned to make inspections of the Work performed, and materials provided by the Contractor.

1.1.13 OCCURRENCE

(Defined as follows for insurance purposes): An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period, in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries intentionally caused the insured. Any number of bodily injuries, death, cases of sickness, or disease, injuries to or destruction of property of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.

1.1.14 REPLACE

Remove existing material from the site. Carefully preserve adjoining existing material, and provide new material in such manner as to equal the original undamaged work.

1.1.15 SELECTED

Chosen by the Engineer, Architect or the designated representative from manufacturer's standard colors and patterns, unless specified otherwise.

1.1.16 SINGULAR OR PLURAL

In all cases where a material, assembly, device, item or part of equipment is referred to in the singular number, it is intended that such reference shall apply to as many such materials, assemblies, devices, items or parts of equipment as are indicated or required to complete the Work.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor as provided in the Agreement. The signing by the Owner and the Contractor of the Construction Contract alone among the Contract Documents shall have the same force for all the Contract Documents as if each of the Contract Documents were individually signed by both parties to the Construction Contract.

1.2.2 Execution of the Construction Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with the requirements of the Contract Documents. The Contractor has reviewed certain Information Only Documents which the Owner has had prepared for construction of the excavation and retention system, utility lines, sewer lines, retention systems, and other items of work. The Contractor accepts those documents and those systems with full responsibility and liability for the design and execution of the Work. The Owner shall have no liability or responsibility for the design and execution of this Work. Contractor may utilize other systems to accomplish this portion of the work subject to approval of the Engineer or Architect.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor within the Contract Time. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and inferable from them as being necessary to produce the intended results.

Unless expressly stipulated otherwise, Contractor shall provide and pay for all services, labor, overtime labor, standby labor, methods, materials, equipment, transportation, power,

fuel, water, and all other facilities and services, including operating costs of balancing, start-up and checking out equipment, and all other items and facilities of every kind necessary to complete the intent of the Construction Contract for the Contract Amount within the Times for Completion.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as ".1":

- .1 Construction Contract.
- .2 Modifications.
- .3 Addenda.
- .4 Special Conditions.
- .5 General Conditions.
- .6 Specifications and Drawings:

1.2.7 The specifications and Drawings shall be equal in authority and priority. If duplications or conflicts are discovered either in themselves, or with each other, prices shall be based on the most expensive combination of quality and quantity of work indicated with a credit for all costs saved accruing to Owner if the least expensive method of work is directed. A duplication of work is not intended by the Contract Documents and any duplications specified shall not become a basis for extra cost to Owner. The appropriate method of performing the Work, in the event of the above mentioned disagreements, shall be recommended by the Engineer or Architect and approved by the Owner.

1.2.8 Where two or more products are specified for an item of the Work either one thereof is acceptable and the choice is left to the Contractor. Where only one product is specified, and where the term "or approved equal" or similar wording is used in connection with specified products, the Contractor may, if the Contractor so desires, offer for consideration a substitute product which he judges to be equal in every respect the required product. When a specific process is specified as well as a guarantee of the results, the Contractor shall, if in the Contractor's judgment the process may not produce the required result, offer for approval an alternative process which the Contractor would guarantee. All such offers shall be made in writing to the Engineer or Architect and Owner. Review of request to use any substitute product will be contingent upon submission of substantiating data, satisfactory to the Engineer or Architect and Owner, that (1) the item is equal in quality and serviceability to the specified product; (2) use of the item will not entail changes in details and construction of related work; (3) the item conforms to required design and artistic effect; and (4) there will be a cost advantage to the Owner. The Contractor shall furnish to the Engineer or Architect and Owner sufficient drawings, specifications, samples, performance data and other information necessary to assist the Engineer or Architect and Owner in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Contractor. No consideration will be given to incomplete submittals. Substitutions must be approved in writing before they may be used. If a substitution is approved by Owner and Engineer or Architect, Contractor shall assume all risk and costs for redesign and adjustment of work affected by the substitution and its effect on adjoining work, and any delays occasioned by its use.

1.2.9 Manufactured articles, materials and items of equipment shall be stored, applied, installed, connected, erected, used, cleaned, adjusted, conditioned and protected per manufacturer's current published recommendations and specifications unless otherwise required in the Contract Documents. When product manufacturer's instructions are in conflict with the Contract Documents, Contractor shall notify the Engineer or Architect and Owner for clarification before proceeding. Contractor shall keep a copy of the various product manufacturer's instructions applicable to the Work at the Project Site.

1.2.10 Materials, equipment and operations specified by reference to published specifications of a manufacturer, society, trade association, code or other published standard, shall comply with the requirements of the current edition of the listed document that is in effect on the issue date of the Project Specification or Addendum page making reference thereto, unless otherwise specified. In case of conflict between referenced documents, the more stringent requirements of the requirements in conflict shall govern as recommended by the Engineer or Architect and approved by Owner.

1.2.11 Except for code required labels, equipment nameplate data or other similar labels containing manufacturer's name, address, model number, capacity and other rating information securely attached to each piece of equipment or structure, the installation of any item, element or assembly, which bears on any exposed surface any name, trademark or other insignia which is intended to identify the manufacturer, the vendor or other sources from which such object has been obtained, is prohibited. Also forbidden is the installation of any article which bears visible evidence that a name, trademark or other insignia has been removed. Contractor shall remove and replace any such item at Contractor's sole cost and in a manner which does not interfere with the Owner's use of the Improvements.

1.3 OWNERSHIP AND USE OF CONTRACT DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications, computations, sketches, test data, survey results, photographs, renderings and other material related to the Work prepared by the Contractor, or furnished to Contractor by Owner or Engineer or Architect, are the property of Owner. Contractor shall submit to Owner the original and a reproducible copy of all such materials upon Owner's request, otherwise upon Final Completion. The Contractor shall not use any such materials or copies thereof on any other project nor shall be divulged information from such materials without Owner's prior written approval. With the exception of one contract set for each party to the Construction Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's or Architect's or Owner's copyright or other reserved rights.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of documents published by the American Institute of Architects.

1.5 INTERPRETATION

1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2

OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish all available surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project.

2.2.2 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

2.2.3 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge one set of reproducible Drawings and one Project Manual for the execution of the Work and changes to the Work.

2.2.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by the Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 Owner's right to carry out the Work shall be as provided in the Construction Contract.

2.5 OWNER'S RIGHT TO WITHHOLD PAYMENT

2.5.1 The Owner shall have the right to withhold from payments due the Contractor such sums as necessary to protect the Owner against loss or damage which may result from negligence or unsatisfactory work by the Contractor, failure by the Contractor to perform the Contractor's obligations under the Construction Contract, including failure to maintain satisfactory progress of the Work, or claims against the Contractor or the Owner relating to the Contractor's performance or the Work.

2.5.2 If the Contractor fails to take prompt and adequate action to bring the Work on schedule or to correct deficiencies in the Work, or to perform any of the Contractor's obligations, the Owner may perform such work or cure any default by the Contractor as the Owner deems necessary, and to back charge the costs thereof against payments due the Contractor.

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or entity identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Engineer or Architect and Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or the Engineer or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omissions and knowingly failed to immediately report it to the Owner and Engineer or Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner and the Engineer or Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner and the Engineer or Architect at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Construction Contract.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer or Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 The Contractor shall establish and maintain benchmarks, and all other grade, lines and levels necessary for the Work. The Contractor shall report errors and inconsistencies to the Engineer or Architect and Owner, in writing, before commencing such portion of the Work. The Contractor shall be responsible for the accuracy of the layout and shall make all corrections necessary to achieve an accurate layout of all the Work.

3.3.6 The Contractor shall arrange to accommodate "Not in Contract" work. When information is inadequate, the Contractor shall request further instructions before proceeding.

3.3.7 Contractor shall not release information concerning the Project to anyone (including, without limitation, information in applications for permits, variances, etc.) without Owner's prior written consent. Contractor shall obtain similar agreements with the Contractor's Subcontractors. The Owner reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of this Construction Contract.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat,

utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 Temporary Facilities: Contractor shall provide structures and services including:

3.4.2.1 on or near the Project Site, such temporary facilities (field office) as are necessary for the Contractor's use which shall be equipped with, among other items at least one telephone for Contractor's use, two telephones (separate line from Contractor's line) for Owner's use, and a fax and copier for Contractor's and Owner's joint use. Such temporary facilities shall be of location, design, color and materials acceptable to Owner. See Special Conditions for additional requirements;

3.4.2.2 suitable toilet facilities at approved locations with proper enclosures for the use of all workmen, and shall maintain such in a sanitary and operable condition, all in compliance with union, local, state and all other regulations;

3.4.2.3 other temporary structures as may be required for the use of the Contractor's workmen and the safe storage of tools and materials. Such structures shall be located on the Project Site with location as approved in advance by the Owner, with floors raised 6" above ground.

3.4.2.4 unless directed otherwise, or when a job sign is shown or specified, signs and advertisements will not be permitted to be displayed at or near the job site without the permission of the Owner;

3.4.2.5 all necessary arrangements for and provision of water including temporary piping and hose extensions required for construction purposes. The Contractor shall obtain and pay for temporary permits from proper authorities and pay for all water used;

3.4.2.6 temporary parking facilities as approved by Owner and maintained in a safe and satisfactory condition for use by workmen employed on the Project;

3.4.2.7 installation and operation of temporary scaffolds, ladders, runways, trench boxes and the like as required for the proper execution of the Work for Contractor and all Subcontractors, including Owner's Contractor or Subcontractors;

3.4.2.8 construction, installation and maintenance of barricades as required to prevent public entry to construction areas and adjacent properties from construction operations, as approved by the Owner. All graffiti, posters and on-site signage not placed by Owner or by Contractor with the permission of the Owner shall be removed daily; all barricades shall be cleaned periodically and maintained in good working order; clean-up shall be in accordance with Article 3.15 of General Conditions;

3.4.2.9 removal of temporary structures and services installed by the Contractor upon Final Completion of the Work or as directed by the Owner and any repairs or alterations necessitated by such removal;

3.4.2.10 cooperation with persons furnishing and installing materials under Separate Contracts with the Owner in order that their materials may be stored under lock and key within the building; coordination of all work performed by others that is dependent upon or upon which Contractor's work/schedule is dependent such as the work of utility companies; Owner's landscape, hardscape and irrigation contractors, etc.;

3.4.2.11 complying with requirements of governmental authorities having jurisdiction and the Owner regarding air, noise and soil pollution control, erosion control, stream and wetlands protection, and tree save designation and protection;

3.4.2.12 construction that shall not materially impede or obstruct use by adjacent property owners except with prior approval by adjacent property owners of the timing and duration of such impediments or obstructions;

3.4.2.13 supplying overhead protection relating to all construction activities to comply with all applicable government or insurance rules and regulations;

3.4.2.14 prosecuting the Work so as to avoid the intrusion onto adjacent property and their improvements of noxious, toxic or corrosive fumes or gases, obnoxious odors or excessive smoke, dirt, dust, lime or fly ash;

3.4.2.15 temporary and permanent siltation and erosion control as approved by all authorities having jurisdiction; and

3.4.2.16 coordination and cooperation with the contractors and adjacent property owners who may be under construction or involved in site preparation/grading during the time Contractor is working.

3.4.3 Site-parked mobile equipment and operable machinery, and hazardous parts of the new construction subject to mischief, shall be kept locked or otherwise made inoperable when left unattended.

3.4.4 Omitted.

3.4.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors, suppliers and other persons carrying out the Contract. The Contractor shall not permit employment of unfit person or persons not skilled in the task assigned to them.

3.4.6 The Contractor shall deliver clearly labeled, undamaged materials to the site in the manufacturer's unopened containers or packaging as applicable to the material. He shall deliver materials to allow minimum storage time at the project site and shall coordinate delivery with the scheduled time of installation. Contractor shall store materials in a clean, dry location, protected from weather and abuse.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 In addition to any specific warranty required by the Contract Documents, the Contractor shall perform the Work in a good, workmanlike manner and warrant all Work against defects in material or workmanship for a period of one year from the final payment and acceptance of the Work by the Owner unless specified otherwise. The Contractor shall secure all written warranties of equipment or materials furnished to Contractor or its Subcontractors by any manufacturer or supplier and such warranties shall be deemed to inure to the benefit of Owner. If any manufacturer or supplier of any equipment or material furnishes a warranty for period in excess of one year from the date of acceptance Contractor's warranty, as provided in the first sentence of this Paragraph, shall be deemed to extend for a like period as to such equipment or material. The Contractor is responsible for the warranty of the entire Work.

3.5.3 The Contractor shall submit on the Subcontractor's letterhead three copies of notarized Warranty in the form provided in the Contract. The Contractor shall submit all of the Warranties to the Owner, as a prerequisite to Final Payment. The period of time shall be one year unless otherwise specified in the various Sections. With regard to maintenance bonds that may be required

by the jurisdiction having authority, Contractor shall post such bonds as a part of this Contract for the period of time required by said authority.

3.5.4 Prior to Final Payment and acceptance of the Work, Contractor shall deliver to Owner copies of all Operation and Maintenance manuals and warranties on equipment and materials furnished by all manufacturers and suppliers to the Contractor and all Subcontractors, with duly executed instruments properly assigning the warranties to the Owner. The Contractor shall bind copies of warranties together in a single volume, grouped by trade and properly indexed and deliver same to Owner. Further, prior to Final Payment, all maintenance bonds shall be posted and accepted by the jurisdiction having authority, final plats and as-builts for all improvements to be dedicated to the authority having jurisdiction shall have been completed by Contractor and submitted to Owner. Contractor shall be responsible for any revisions or clarifications necessary to the as-builts and/or final plats as may be required by the authority having jurisdiction in order to complete the dedication process.

3.5.5 The warranties described in this Paragraph shall not be construed to modify or limit, in any way, any rights or actions which Owner may otherwise have against the Contractor by law or statute, or in equity.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use, timber and similar taxes for the Work or portions thereof provided by the Contractor.

3.7 INTENTIONALLY DELETED

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Amount all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

.1 Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

.2 Allowances shall cover the cost to the Subcontractor of materials and equipment delivered at the site, all required taxes, less applicable trade discounts, labor, installation, overhead, profit and other expenses contemplated for stated allowance amounts;

.3 Contractor's costs for unloading and handling at the site, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount and not in the allowances;

.4 Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent, as approved in writing by Owner, from the commencement of construction to Final Completion and acceptance of the Work. The superintendent shall be in charge of the construction of the Work at all times. The Contractor shall provide the superintendent with such assistants as are necessary to properly execute and coordinate all phases of the Work. The superintendent and such assistants shall be in attendance at the Project Site at all times during the performance of the Work. The superintendent shall represent

the Contractor, and communications given to the superintendent by the Owner or Engineer or Architect shall be as binding as if given to the Contractor. Other communications shall be so confirmed on written request in each case. The Contractor shall, upon written request from the Owner, replace the superintendent or any other member of the Contractor's staff with a person satisfactory to the Owner.

3.9.2 The Contractor shall submit with his Bid or Proposal a listing of Contractor's principal staff assignments and consultants, naming persons and listing their addresses and telephone numbers.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor shall prepare and submit for the Owner's and Engineer's or Architect's approval a complete and detailed Contractor's construction schedule of sufficient scope to clearly define all work relationships and total times based upon a network-type model of the project plan for the Work. The schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Upon approval of the schedule by the Owner, such schedule shall become part of the Contract Documents. The schedule shall include, at a minimum those items required by the Bid or Price Form provided to Contractor in the Project Manual. The schedule shall indicate the critical path.

3.10.2 The Contractor shall perform the Work in accordance with the Schedule as well as within the dates specified in the Construction Contract for Time(s) of Completion of the Work. The time limits set forth in the Construction Contract for Time(s) of Completion must govern, and the Schedule must be adjusted to meet this date. The Contractor shall maintain such Schedule on a weekly basis in accordance with the Construction Contract and shall keep proper records to substantiate actual activity durations and completion dates.

3.10.3 On an average of twice a month, or at intervals as required by the Owner, the Contractor shall advise the Owner of the status of the Work on marked copies (in duplicate) of the current Schedule. If any of the Work is not on Schedule, the Contractor shall immediately advise the Owner in writing of proposed action to bring the Work on Schedule and shall submit two copies of a diagram showing changes and a typed list of the changes. In such event the Owner will require the Contractor to work such additional time over regular hours including Saturdays, Sundays, and holidays, at no additional cost to the Owner, to bring the Work back on Schedule.

3.10.4 The Contractor shall submit monthly two copies of an updated Schedule to the Owner and Engineer/Architect with each application for payment which shall include, at the minimum:

- .1 an updated schedule;
- .2 actual versus estimated percent completion for each activity;
- .3 any change in the critical path; and
- .4 Contractor's written plan for pulling project back on schedule in the event that Contractor is behind schedule.

3.10.5 The Contractor shall submit monthly three copies of an updated progress report with each application for payment which shall include, at the minimum:

3.10.5.1 a concise statement of the outlook for meeting scheduled dates;

3.10.5.2 a concise statement of significant progress on major items of work during report period;

3.10.5.3 a description of problem areas;

3.10.6 If the Contractor fails to take prompt and adequate corrective action to the Owner's satisfaction, the Owner reserves the right to perform such Work as it deems necessary and to back charge the cost thereof against payments due the Contractor. Such action shall be taken only after reasonable written notice (three days) is given to the Contractor.

3.10.7 The Contractor's Schedule shall include activity sequences, early start and early finish dates, and total float. Completed activities are to be removed from all printouts, so that activities yet to be completed appear. Whenever significant changes to the Project occur, such as added or deleted activities, they must be reflected on a revised Schedule to be submitted to the Owner. It is necessary that the Contractor's Project Manager and field superintendent be party to the development and maintenance of the Schedule.

3.10.7.1 The Schedule shall not indicate any working activity longer than 15 working days. If an activity is longer than this it shall be segmented. Delivery activities shall not exceed 20 working days. Longer deliveries shall be broken into increments and the nodes shall be the minimum times when the Contractor shall check with the supplier to reconfirm delivery.

3.10.7.2 The Contractor shall be responsible on a daily basis to maintain all information which affects the length of specific activities on the Schedule, times when the Contractor will perform specific jobs and other data relevant to the Schedule as required by the Owner. The Contractor shall make available at any time such information for review by the Owner.

3.10.7.3 If the Contractor's schedule submissions indicate a completion date ahead of the Time(s) of Completion, such date shall be presumed to be the Contractor's most realistic Schedule at the time and shall not alter the Time(s) of Completion. If the schedule indicates a later Time(s) of Completion, then the Contractor must proceed in accordance with the Construction Contract. Correction and updating of the Schedule shall be done as required until the original Time of Completion is achieved. Failure of the Contractor to comply with the provisions of this Article shall be deemed a default under the Construction Contract.

3.10.8 In addition to the network diagram, the Contractor shall prepare, on a bi-weekly basis, a bar chart or "Look Ahead" chart. This chart shall include a vertical listing of all activities. Calendar days shall be indicated from the current date to the date two weeks in the future. A bar of the proper length in days of duration shall be drawn for each activity at the proper calendar position to indicate dates scheduled to start and to finish.

3.10.9 Sub-Schedules. For critical, highly complex items of work, the Contractor may be required to prepare additional, more detailed schedules. The format and contents of these schedules will be mutually agreed upon by the Contractor and Owner.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Engineer or Architect and shall be delivered to the Engineer or Architect for submittal to the Owner upon completion of the Work.

3.11.2 The Contractor shall maintain the reproducible record of the as-built drawings at the job site to ensure the drawings are current and consistent with the requirements of Paragraph 13.11.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. They include all information pertinent to the item specified including, but not limited to, the type of materials used, gauges, sizes, pre-treatments, colors, finishes, textures, and pattern of all components, and all fasteners, anchorage, fillers, sealants, accessories, primers, coating, and installation procedures.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged. Work not matching the quality of material or workmanship of the approved sample will be cause for rejection of the nonconforming Work.

3.12.4 Color Selection

3.12.4.1 As soon as possible, Contractor shall obtain from Subcontractors and submit to Engineer or Architect, a complete list of materials for which colors are to be selected. Include manufacturer's name and all pertinent data which will facilitate completion of color schedule until all submittals and required samples have been submitted to and reviewed by Engineer or Architect. Include items which may come in only one or a limited number of colors. Items which are specified without any reference to color, but which come in a color, shall be brought to the Engineer's or Architect's attention for color selection. In no case, shall the Contractor or Subcontractors select a color for materials, products or equipment for which colors are available without first consulting the Engineer or Architect.

3.12.4.2 When the sentence "Color selected by Architect." is used in the specifications, it shall mean that color, texture or pattern will be selected by the Architect from the manufacturer's full range of standard and special colors. The sentence "Custom color selected by Architect.", "Match existing color." or "Match Architect's approved sample." shall mean that color, texture or pattern has been selected or that it will be selected by the Architect and that the Contractor shall provide color, texture or pattern conforming to that selection.

3.12.4.3 When, due to the nature of the material, the material is available in a range of colors, i.e., natural stone, brick, and tile, Contractor shall submit the full available range of colors for that material for the Engineer's or Architect's review. Materials not conforming to the approved color range will be rejected and Contractor shall remove nonconforming materials from the site and replace them with materials in the approved color range at the Contractor's expense.

3.12.5 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer or Architect is subject to the limitations of Subparagraph 4.2.7.

3.12.6 Prepare Shop Drawings, Product Data, and Samples, for the Project to illustrate specific portions of the Work. Manufacturers' and suppliers' "fill-in-the-blanks" forms will not be acceptable unless modified to indicate exact requirements and conditions. Submittals shall contain only information relevant to the particular equipment or materials to be provided. Product Data shall be technical information published or prepared by the equipment or materials manufacturer and shall include complete engineering and dimensional data. Submittals that describe equipment and materials other than that to be provided shall not be submitted for review unless all non-applicable material is marked out. Do not submit photocopies of material and equipment illustration unless photocopies are true and accurate representations of the original illustrations.

3.12.7 The Contractor shall review, approve and submit to the Engineer and Architect, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. Each Shop Drawing, Product Data, Sample Certification and Warranty, etc. submitted by the Contractor shall be identified with not less than the following information:

Project Name:
Name of Project, Project Location
Contractor's Submission Identification:
Specification Section Number and Transmittal Number (i.e., 14211-2)

3.12.8 Submit six copies of Product Data, and one sepia reproducible with four direct line prints of each sheet of drawings to the Engineer or Architect. Prints and sepia reproducibles shall not be folded. Except as specified otherwise, submit six samples in 12 inch x 12 inch or 12-inch long pieces of each specified material in each Section. Submit three copies of Certifications and Warranties specified in Specifications Sections. Certifications and Warranties shall be on Contractor's letterhead and notarized.

3.12.9 The Contractor shall review and check the Submittals and mark any required corrections thereto with green pencil. The Engineer or Architect will review submittals bearing corrections marked by the Contractor.

13.12.10 The Contractor shall not perform a portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer and Architect. Such Work shall be in accordance with approved submittals.

3.12.11 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.12 The Architect or the appropriate Engineer will review and mark Submittals with any comments or corrections that may be required. The Engineer, where applicable will retain one copy of the Submittals for record, the Architect will retain one copy for record and forward one copy to the Owner for record, and the sepia reproducibles will be annotated as required and be returned to the Contractor along with one set of direct line prints.

3.12.13 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's or Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Engineer or Architect in writing of such deviation at the time of submittal and the Engineer or Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or similar submittals by the Engineer's or Architect's approval thereof. Submittals that contain excessive errors or that are incomplete will be returned unchecked and any delay caused thereby will be the responsibility of the Contractor.

3.12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer or Architect on previous submittals. The Contractor shall make all revisions as noted by the Engineer or Architect and shall resubmit the required number of corrected copies of Shop Drawings, Product Data, Samples or similar submittals until no exceptions are taken.

3.12.15 It is intended that the Contractor submit complete and accurate submittal data at the first submission. If the submittal is returned not approved, only one (1) additional submission will be reviewed at the Owner's cost. Any additional submissions will be reviewed at the cost of the Contractor.

3.12.16 Except as specified otherwise, Samples will be retained by Engineer and Architect until final completion of the Project.

3.12.17 The Engineer or Architect shall be entitled to review any shop drawing, product data

sample, or similar submittal for a period of 14 days without causing delay in the progress of the Work.

3.12.18 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer, Architect and Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.12.19 Contractor's Statement of Certification: After receiving and checking Submittals for Compliance with the information contained in the Contract Documents, affix the Statement of Certification as specified below. Such certification shall be made by the Owner, a Partner, a Corporate Officer, or other person duly authorized to sign binding agreements for the Contractor. The Submittal shall be accompanied by a notarized letter of authorization from the Contractor naming the person duly authorized to sign for the Contractor. Submittals which are not properly certified by the Contractor will not be reviewed by the Architect and will be returned to the Contractor. Prior to submission of Shop Drawings, Product Data, Samples, and similar submittals the Contractor shall stamp onto each brochure or sample and each sheet of drawings the following Statement of Certification:

"I hereby certify that this Submittal for [Name of Project], [Location of Project], has been checked prior to transmittal to the Engineer or Architect and it complies in all respects, except as noted, with the requirements of the Contract Documents and physical space limitations on the job. I further certify that all products, materials and processes submitted herein do not contain asbestos or PCB.

(Contractor's Name)

Signed:

(Typed Name)

Position:

Date:

3.12.20 Manufacturer's Statement of Certification: Prior to submission, Shop Drawings, Product Data, Samples and similar submittals for all materials and equipment shall be certified by the manufacturer as to performance and compliance with Contract Documents. Certifications shall be made only by the Owner, a Partner, a Corporate Officer or other person duly authorized to sign binding agreements for the manufacturer. The Submittal shall be accompanied by a notarized letter of authorization from the manufacturer naming the person duly authorized to sign for the manufacturer. The manufacturer's certification shall be as follows:

We hereby certify that the (materials/equipment) in this Submittal complies in all respects, except as noted, with the requirements of the Contract Documents for [Name of Project], [Location of Project]. We further certify that all data shown hereon as to performance, dimensions, construction, materials and other pertinent items are true and correct.

We further certify that all products, materials and processes submitted herein do not contain asbestos or PCB.

(Manufacturer's Name)

Signed:

(Typed Name)

Position: _____

Date: _____

3.12.21 **Installer's Statement of Certification:** After completion of installation, but prior to Substantial Completion of Project, submit installer's statement of certification for all materials and equipment. Certification shall be certified by the installer as to performance and compliance with Contract Documents. Certification shall be made only by the Owner, a Partner, or a Corporate Officer, or other person duly authorized to sign binding agreements for the installer. The Submittal shall be accompanied by a notarized letter of authorization from the installer naming the person duly authorized to sign for the installer. The installer's certification shall be as follows:

We hereby certify that the installation of the (materials/equipment) complies in all respects, except as noted, with the requirements of the Contract Documents for [Name of Project], [Location of Project]. We further certify that all data shown hereon as to installation, performance, dimensions, construction, tolerances and other pertinent items are true and correct.

We further certify that all products, materials and processes installed herein do not contain asbestos or PCB.

(Installer's Name)

Signed: _____
(Typed Name)

Position: _____

Date: _____

3.13 **USE OF SITE**

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

3.14 **CUTTING AND PATCHING**

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or any separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. Requirements for additional cutting, fitting and patching resulting from Contractor's defective or ill-timed work shall not be a basis for additional cost to Owner. If any part of the Work depends for proper execution or maximum durability upon the work of any other firm, the Contractor or Contractor's Subcontractor(s) shall inspect said work before commencing their own work and shall make known, for approval by Owner, any departures from the Drawings and Specifications. Failure of Contractor to observe these requirements shall bar the Contractor from claiming thereafter that defects in the Contractor's own work are due to defects in the work of others, unless the Contractor submits convincing evidence that a thorough inspection of said other work was made before the Contractor's own work went forward and that tests which were reasonable and customary failed to disclose the defect which later appeared.

3.14.3 Where it is necessary to connect existing facilities, Contractor shall not interrupt Owner's operations to make such connections, but the work shall be done on a scheduled time basis convenient to Owner. Any overtime necessary for such connections shall be at Contractor's expense.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the Contractor's employees, Subcontractors, or operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall leave the Project Site clean, unless otherwise specified.

3.15.2 If, in Owner's opinion, the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor or withheld from final payment.

3.15.3 The Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and antipollution laws. The Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from site. Burning or burying waste materials, debris and rubbish on the site is prohibited.

3.15.3.1 Omitted

3.15.3.2 Omitted.

3.15.4 Omitted.

3.15.5 Omitted.

3.15.6 Omitted.

3.15.7 Omitted.

3.15.8 The Contractor shall clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period to include cleaning and pumping of any installed oil/water separators, Stormceptors, etc. Adjust and lubricate operable components ensure operability without damaging effects.

3.15.9 The Contractor shall thoroughly clean and sweep all exterior pavings and surfaces, collect and dispose of all rubbish and trim all plantings.

3.15.10 Other work will be in progress on the site which will require that various contractors obtain access to their respective sites. Contractor shall facilitate access of outside contractors and shall maintain the roadways in a clean condition.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Engineer or Architect access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of any patent rights and shall hold the Owner and Engineer and Architect harmless from loss on account thereof, but Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to

believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Engineer and Architect.

3.18 LIMITING EXPOSURES OF WORK

3.18.1 The Contractor shall, to the extent possible through reasonable control and protection methods, supervise performance of the Work in such a manner and by such means which shall ensure that none of the Work, whether completed or in progress, shall be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation, the following:

- Excessive static or dynamic loading,
- Excessive internal or external pressures,
- Excessively high or low temperatures,
- Thermal shock,
- Excessively high or low humidity,
- Air contamination or pollution,
- Water or ice,
- Solvents and Chemicals,
- Light,
- Radiation,
- Puncture,
- Abrasion,
- Heavy traffic,
- Soiling,
- Bacteria,
- Insect infestation,
- Combustion,
- Electrical current,
- High speed operation, improper lubrication, unusual wear or other misuse,
- Incompatible interface,
- Destructive testing,
- Misalignment,
- Excessive weathering,
- Unprotected storage,
- Improper shipping or handling, and
- Theft, and Vandalism.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ENGINEER/ARCHITECT

4.1.1 The Engineer/Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture or an entity lawfully practicing engineering, in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative and the engineering firms associated with the Project, depending on the firm charged with the responsibility for the matters with reference to which term Architect is used in any particular case. The term "Engineer" means the Engineer or the Engineer's authorized representative and the engineering firms associated with the Project, depending on the firm charged with the responsibility for the matters with reference to which term Engineer is used in any particular case. The term "Engineer" shall be used for those projects, that because of their nature, have an engineer appointed as the lead consultant. In these cases, for the purposes of these documents, the terms "Architect" and "Engineer" are interchangeable.

4.1.2 Duties, responsibilities and limitations of authority of the Engineer/Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer/Architect. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Engineer/Architect, the Owner shall appoint an Engineer/Architect whose status under the Contract Documents shall be that of the former Engineer/Architect.

4.2 ENGINEER'S/ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Engineer/Architect will provide administration of the Construction Contract as described in the Contract Documents. The Engineer/Architect will advise and consult with the Owner. The Engineer/Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 The Engineer/Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Engineer/Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an engineer/architect, the Engineer/Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.2.3 The Engineer/Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Engineer/Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer/Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors or their agents or employees or of any other persons performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Engineer/Architect. Communications by and with the Engineer's/Architect's consultants shall be through the Engineer/Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5 Based on the Engineer's/Architect's observations and evaluations of the Contractor's Application for Payment, the Engineer/Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amount as provided in the Contract, upon approval by the Owner.

4.2.6 The Engineer/Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Engineer/Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer/Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is then fabricated, installed or completed. However, neither the authority of the Engineer/Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer/Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other person performing portions of the Work.

4.2.7 The Engineer/Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's/Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's/Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment of systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's/Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Engineer's/Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer/Architect, of any construction means, methods, techniques, sequences or procedures. The Engineer's/Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Engineer/Architect will prepare Change Order Requests, and may authorize minor changes in the Work as provided in Paragraph 8.4.

4.2.9 The Engineer/Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Construction Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Engineer/Architect agree, the Engineer/Architect will provide one or more project representatives to assist in carrying out the Engineer's/Architect's responsibilities at the site.

4.2.11 The Engineer/Architect will be the interpreter of the requirements of the drawings and specifications and will make recommendations to the Owner on the performance thereunder by the Contractor.

4.2.12 The Engineer/Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer/Architect for such interpretations.

4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, subject to the approval of the Owner.

ARTICLE 5

AVAILABILITY OF LANDS PHYSICAL CONDITIONS AND REFERENCE POINTS

5.1 AVAILABILITY OF LANDS

5.1.1 Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights of way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.

5.2 PHYSICAL CONDITIONS

5.2.1 Explorations and Reports

5.2.1.1. Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such reports as said information relates to a specific boring site or testing location. However, Contractor shall have full responsibility with respect to subsurface conditions at the Site and will, at Contractor's expense, perform any and all additional testing as Contractor may deem necessary in order to submit to Owner a total, Guaranteed Maximum Price.

5.2.2 Existing Structures

5.2.2.1. Reference is made to the Contract Documents for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures, which are at, or contiguous to the Site that have been utilized by Engineer in preparation of the Contract Documents. Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

5.2.3 Underground Facilities

5.2.3.1. The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such underground facilities or by others.

5.2.3.2. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,

5.2.3.3. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such underground facilities during construction, for the safety and protection thereof as provided for herein and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in Contractor's base bid or price proposal.

5.2.4 Reference Points

5.2.4.1. 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 layout of the Work (unless provided for otherwise herein), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point 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 by professionally qualified personnel.

ARTICLE 6

SUBCONTRACTORS

6.1 DEFINITION

6.1.1. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the Project Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

6.1.2. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred

to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

6.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

6.2.1. Unless otherwise stated in the Contract Documents or in the bidding or proposal requirements, the Contractor, as soon as practicable after the award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

6.2.2. The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

6.2.3. If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Amount shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

6.2.4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

6.3 SUBCONTRACTUAL RELATIONS

6.3.1 The Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Engineer or Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer or Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such Documents available to their respective proposed Sub-subcontractors.

6.3.2 All subcontracts or material purchases in excess of twenty-five thousand dollars (\$25,000) shall be submitted to the Owner for approval prior to being executed by the Contractor. All Subcontracts shall contain a clause approved by the Owner for direct assignment of all Subcontracts from Contractor to Owner.

ARTICLE 7

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

7.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

7.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Construction Contract.

7.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them.

7.2 MUTUAL RESPONSIBILITY

7.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment, site access, hoisting and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

7.2.2 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage.

7.2.3 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute.

7.2.4 If part of the Contractor's work depends for proper execution or results upon the construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer or Architect apparent discrepancies or defects in such other construction which would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

7.2.5 Costs caused by improperly timed activities or defective construction shall be borne by the party responsible therefor.

7.3 OWNER'S RIGHT TO CLEAN UP

7.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste and stored materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Engineer or Architect determines to be just.

ARTICLE 8

CHANGES IN THE WORK

8.1 CHANGES

8.1.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or any adjustment in the Contract Amount or the Contract Time as stated below. See Exhibit C to the Contract. The Contract Amount and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Amount or the Time of Completion.

8.1.2 The Owner, without nullifying the Contract, will make numerous changes in the Work either to decrease, increase or modify the Work by giving the Contractor a written Change Order Request setting forth the nature of the change. Upon receipt of a Change Order Request, Contractor shall furnish to the Owner within 5 days, or less, a proposal setting forth in detail, as required by the Owner, the Contractor's request for changes to the Contract Amount, if applicable; and the Time of Completion, if applicable, attributable to the changes set forth in the Change Order Request. The Owner shall at all times have the right to participate directly in the negotiations of Change Order Requests with Subcontractors and material suppliers. If the Owner approves in writing such proposal by the Contractor, such Change Order Request and such proposal shall constitute a Change Order and the lump sum for additional or deleted work not covered by "Unit Prices" shall be determined as follows:

8.1.3 When a schedule of unit prices for additions or deletions to the Work is made a part of the Construction Contract or Subcontractor's Contract with the Contractor, and if the Owner issues a Change Order Request for any addition or deletion as to which unit prices are applicable, the Contract Amount shall be adjusted by the amount of the unit prices to the extent they are applicable in lieu of the negotiated lump sum herein above mentioned.

8.1.3.1 Engineer and/or the Owner's Representative will determine and/or verify the actual quantities and classifications of any Unit Price Work performed by Contractor. Engineer will review with Owner's Representative and Contractor, Engineer's preliminary determinations on such matters before rendering a written decision there or (by recommendation of an Application for Payment or otherwise).

8.1.4 If the proposal for a Change Order Request as submitted by the Contractor is acceptable to the Owner, a Change Order will be issued by the Owner for the amount to be added to or deducted from the Contract Amount.

8.1.5 The Owner may change portions of the Work, add to the Work or delete portions of the Work which may then be performed by other contractors or subcontractors. The Contract Amount shall be adjusted accordingly for such changed, added, or deleted work. If the Owner exercises such right, those portions of the Work shall be performed pursuant to a contract between the Owner and the appropriate parties, and the Contractor shall not have any further liability with respect to such portions of the work performed by such other parties, provided, however, in each instance the Contractor shall permit at no additional cost to Owner or such other parties the use of Contractor's temporary or permanent facilities, hoisting equipment and all other facilities of the Contractor to the same extent as if such other parties were performing under a Subcontract to Contractor. The Owner agrees that such portions of the Work shall be performed in accordance with the Schedule.

8.2 CONCEALED CONDITIONS

8.2.1 The Contractor accepts with full responsibility and liability the execution of the Work and Owner shall have no responsibility or liability for the execution or any additional cost of that portion of the Work.

8.3 CLAIMS FOR ADDITIONAL COST

8.3.1 If the Contractor wishes to make a claim for an increase in the Contract Amount, he shall give the Owner written notice thereof within 5 days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 11.3. No such claim shall be valid unless so made. Any change in the Contract Amount resulting from such claim shall be authorized by Change Order.

8.3.2 If the Contractor claims that additional cost is involved because, but not limited to, (1) any written interpretation pursuant to Subparagraph 4.2.12; (2) any order by the Owner to stop the Work pursuant to Paragraph 2.3 where the Contractor was not at fault; (3) any written order for a

minor correction in the Work issued pursuant to Paragraph 8.4; or (4) failure of payment by the Owner, the Contractor shall make such claim as provided in Subparagraph 8.3.1.

8.4 MINOR CHANGES IN THE WORK

8.4.1 The Engineer and Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Amount or an extension of the Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly and in accordance with the Schedule.

ARTICLE 9

TIME

9.1 DEFINITIONS

9.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, as stated in the Construction Contract.

9.1.2 The date of commencement of the Work is the date established in the Agreement.

9.1.3 The Date of Substantial Completion is the date certified by the Engineer or Architect in accordance with Paragraph 10.7.

9.1.4 The Date of Final Completion of the Work is the date certified by the Engineer or Architect when Contractor has completed all the Work, including but not limited to satisfactory operation of all equipment and systems, by means of acceptance tests, correction of all punch list items to the satisfaction of Owner and Engineer or Architect, release of all mechanics', materialmen's and like liens, delivery of all warranties, test reports, equipment operation and maintenance manuals, As-Built Drawings, certificates required prior to occupancy, all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction, and removal of all rubbish, tools, scaffolding and surplus materials and equipment from the Project Site, and delivery of Final Affidavit.

9.2 PROGRESS AND COMPLETION

9.2.1 Time Limits stated in the Contract Documents are of the essence of the Construction Contract.

9.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project Site or elsewhere prior to the effective date of insurance required by Article 12 to be furnished by the Contractor. That notwithstanding, Contractor will have in full force and effect, and provide proof thereof as required in the Contract Documents, insurance in all types and amounts as required in order to commence work on or before the date required by the Contract Documents. The date of commencement of the Work shall not be changed by the effective date of such insurance.

9.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Time of Completion.

ARTICLE 10

PAYMENTS AND COMPLETION

10.1 CONTRACT AMOUNT

10.1.1 The Contract Amount is stated in the Agreement, and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

10.2 SCHEDULE OF VALUES

10.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner and Engineer or Architect, for their approval, an itemized schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy and in whatever detail as the Owner may require. This schedule, unless objected to or substantially modified by the Engineer, Architect and Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

10.3 APPLICATION FOR PAYMENT

10.3.1 On or before the twentieth (20th) day of each month, the Contractor shall submit to the Owner and Engineer or Architect for their approval an itemized Application for Payment for operations completed in accordance with the schedule of values in a form acceptable to Owner. Such application shall accurately reflect the retainage held from and being held by Contractor, shall be notarized, and supported by a Contractor's Affidavit and Waiver of Lien and such other data substantiating the Contractor's right to payment as the Owner may require.

10.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials, and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the Project Site for such materials and equipment stored off the Project Site.

10.3.3 The Contractor warrants that title to all Work covered by an Application for Payment and Subsequent Progress Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

10.3.4 Each Application shall include a partial Waiver of Lien in the form attached from each subcontractor and supplier receiving payment. At the option of the Owner, such Lien Releases may be collected, assembled and submitted with the subsequent Application. All applications which do not include the attached release from each subcontractor and supplier shall be considered incomplete.

10.4 CERTIFICATES FOR PAYMENT

10.4.1 The Engineer or Architect will, within 15 days after the receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner and Engineer/Architect determine is properly due, or notify the Contractor in writing of their reasons for withholding certification in whole or in part.

10.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer or Architect to the Owner, based on their observations at the Project Site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,

to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer and Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer and Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Amount.

10.5 DECISIONS TO WITHHOLD CERTIFICATION

10.5.1 The Engineer or Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's or Architect's opinion the representations to the Owner required by Subparagraph 10.4.2 cannot be made. If the Engineer or Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 10.4.1. If the Contractor, Owner and Engineer or Architect cannot agree on a revised amount, the Engineer or Architect will promptly issue a Certificate for Payment for the amount for which the Engineer or Architect is able to make such representations to the Owner. The Engineer or Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's or Architect's opinion to protect the Owner from loss because of:

10.5.1.1 defective Work not remedied;

10.5.1.2 third party claim filed or reasonable evidence indicating probable filing of such claims;

10.5.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

10.5.1.4 failure of the Contractor to make payments promptly to Subcontractors or for labor, materials or equipment for which Owner has made payment to Contractor;

10.5.1.5 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

10.5.1.6 damage to the Owner or another contractor;

10.5.1.7 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

10.5.1.8 persistent failure to carry out the Work in accordance with the Contract Documents;

10.5.1.9 failure to provide the revised Schedule of Values with the Certificate for Payment;

10.5.1.10 failure to provide the revised Construction Schedule with the Certificate for Payment; or

10.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld, subject to Owner's right to withhold payment as provided in Paragraph 2.5.

10.6 RETAINAGE AND PROGRESS PAYMENTS

10.6.1 Ten percent (10%) shall be retained from each progress payment, and such retainage shall be paid to the Contractor within 30-45 days of the Final Completion provided the completion of the Work is in accordance with the Contract Documents and provided all terms and conditions of the Contract Documents for release of retainage have been met.

10.6.2 The Contractor may elect, upon notification to Owner, to retain additional sums, over the ten percent required, from a Subcontractor. If however, such additional retainage is made, then an equal amount will be retained by Owner from Contractor. The decision as to when this additional retainage shall be paid to the Subcontractor shall be made by Contractor. This withholding of additional retainage shall not be a cause for Owner to withhold the entire payment to Contractor referred to in Subparagraph 10.5.1.

10.6.3 If, at any time, Owner in its sole good faith judgment, determines that the portion of the Contract Amount then remaining unpaid will not be sufficient to complete the Work in accordance with the contract Documents, no additional payment will be due Contractor unless and until Contractor performs a sufficient portion of the Work so that such portion of the Contract Amount then remaining unpaid is determined by Owner to be sufficient to complete the Work in accordance with the Contract Documents. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates to or to relieve Contractor of any of the Contractor's obligations hereunder with respect to such Work.

10.6.4 The Contractor shall use the sums advanced as progress payments (except that portion attributable to Contractor's Fee) solely for the purpose of the performance of the Work. Upon request from Owner, Contractor shall furnish to the Owner satisfactory proof as to the disposition of any monies advanced to Contractor hereunder.

10.6.5 The Contractor promptly shall pay all bills for labor performed and materials furnished in connection with the performance of the Work and at the request of the Owner shall deliver to Owner copies of all invoices, receipts, affidavits and other evidence of payment. Contractor shall furnish to Owner appropriate releases and satisfactions from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. Contractor shall maintain its accounts separately with each Subcontractor under this Contract and separate from any other project and will provide, upon Owner's written request, a certified statement as to the payments received and payments made to any particular Subcontractor.

10.6.6 If, at any time in the opinion of Owner, the Schedule of Values does not approximate the actual cost then being incurred by Contractor, Contractor shall prepare, for Owner's approval, a revised Schedule of Values approximating actual costs which shall then be used as the basis for future progress payments.

10.6.7 The Engineer or Architect will, on-request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer or Architect and Owner on account of portion of the Work done by such Subcontractor.

10.6.8 Neither the Owner nor the Engineer nor the Architect shall have any obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

10.6.9 A Certificate for Payment, a progress payment or any partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

10.7 SUBSTANTIAL COMPLETION

10.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete and dedicated to the authority having jurisdiction in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

10.7.2 When the Contractor considers the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer or Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Engineer or Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's or Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification. The Contractor shall then submit a request for another inspection to determine Substantial Completion. Only two such inspections shall be made at Owner's cost. The cost of all subsequent inspections requested by Contractor shall be paid by Contractor. When the Work or designated portion thereof is substantially complete, the Engineer or Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion upon approval by Owner. The Contractor shall be responsible for security, maintenance, heat, utilities, damage to the Work and insurance as stated in the Contract Documents for work not accepted, and the Owner shall fix the time within which the Contractor shall finish all items on the list accompanying the certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof, or mutually agreed to date established by the Owner and Contractor, unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon receipt of written notice to the Owner that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment for such Work, the Owner will instruct the Engineer or Architect to promptly make such inspection and, when the Engineer or Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer or Architect will promptly notify the Owner and issue a final Certificate for Payment stating that to the best of the Engineer's or Architect's knowledge, information and belief, and on the basis of the Engineer's or Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Engineer's or Architect's final Certificate for Payment will constitute further representation that conditions listed in Subparagraph 10.8.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

10.8.2 Neither the final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Engineer or Architect (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire, (3) consent of surety, if any, to final payment and (4) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances, rising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall abide by the provisions of the Construction Contract relative to release or waiver of liens. This "Final Affidavit, Waiver and Release of Lien" shall be in the form that follows.

10.8.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Engineer or Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer or Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less

than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer or Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

10.8.4 The making of final payment for Work required by the Time of Completion shall constitute a waiver of claims by the Owner except those arising from:

10.8.4.1 unsettled liens;

10.8.4.2 faulty or defective Work appearing after Substantial Completion;

10.8.4.3 failure of the Work to comply with the requirements of the Contract Documents; or

10.8.4.4 terms of any special warranties required by the Contract Documents.

10.8.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 11

PROTECTION OF PERSONS AND PROPERTY

11.1 SAFETY PRECAUTIONS AND PROGRAMS

11.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

11.2 SAFETY OF PERSONS AND PROPERTY

11.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

11.2.1.1 employees on the Work and other persons who may be affected thereby;

11.2.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

11.2.1.3 other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

11.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful order of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

11.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

11.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

11.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under the Contract) to property referred to in Clauses 11.2.1.2 and 11.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor of anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 11.2.1.2 and 11.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Contract.

11.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the Project Site whose duty shall be the prevention of accidents. This person shall not be the Contractor's superintendent unless otherwise approved in writing by the Owner and Engineer or Architect.

11.2.6.1 The Contractor shall prepare and submit a special report when an event of an unusual and significant nature or a significant accident occurs at the site. The Contractor shall list chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effect and similar pertinent information. The Contractor shall advise the Owner in advance when such events are known or predictable.

11.2.7 The Contractor shall not load or permit any part of the Construction or Project Site to be loaded so as to endanger its safety.

11.2.8 The Contractor shall hire off-duty uniformed County police officers to control public vehicular traffic, other than the construction traffic, during periods of deliveries, construction vehicles entering and leaving the Project Site and during periods of material off-loading as deemed necessary.

11.3 EMERGENCIES

11.3.1 In an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

ARTICLE 12

INSURANCE AND BONDS

12.1 INSURANCE

12.1.1 Before proceeding with any Work, Contractor shall furnish to Owner a certificate of insurance in acceptable form executed in triplicate by insurance companies approved by Owner to evidence coverage by Contractor as set forth in the Contract. Certificates which deviate from this form or which, in Owner's, Architect's or Engineers' opinion, are incomplete will be returned for resubmission by Contractor. Contractor shall keep said insurance in full force until receipt of final payment from Owner. Such insurance shall be modifiable, or cancelable only on written notice to Owner from such insurance companies, mailed to Owner thirty (30) days in advance of modification or cancellation, via registered mail. In the event of such cancellation notice, Contractor shall obtain similar insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

12.1.2 The insurance policies shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against Owner, Architect or Engineers."

12.1.3 If Contractor subcontracts any of the Work, Contractor shall require each Subcontractor to have the insurance coverage required by this Article 12, with the exception of "Builder's Risk" above, and shall furnish Owner evidence thereof before each Subcontractor commences any of the Work. The insurance required by this Article 12 shall contain contractual liability for Contractor's indemnity obligations set forth herein.

12.1.4 Contractor's obtaining of the insurance required by this Article 12 shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Contract Documents. Contractor shall also carry such additional insurance as may be required by any law.

12.1.5 Contractor shall be responsible for the cost of deductible payments, which shall not be a cost of the Work or passed on to Owner.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If a portion of the Work is covered contrary to the Engineer's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer or Architect, be uncovered for the Engineer's or Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

13.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Engineer or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Engineer or Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspection and compensation for the Engineer's or Architect's services and expenses made necessary thereby.

13.2.2 If, within two years unless otherwise stated herein after the date of Final Completion of the Work or designated portion thereof or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of two years shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Work. This obligation under this Subparagraph 13.2.2 shall survive acceptance of the work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

13.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Engineer or Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Engineer's or Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Amount shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

13.2.6 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of two years as described in Subparagraph 13.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF NONCONFORMING WORK

13.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the State, County, and place where the Project is located.

14.2 CORRESPONDENCE

14.2.1 All correspondence with the Owner shall be addressed to the designated Owner's Representative.

14.2.2 All correspondence with the Contractor shall be addressed to the Contractor's Representative.

14.3 WRITTEN NOTICE

14.3.1 Written notice shall be deemed to have been duly served if delivered as provided in the Construction Contract.

14.4 RIGHTS AND REMEDIES

14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available at law or in equity.

14.4.2 No consent or waiver, expressed or implied, by either party to this Construction Contract of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection or failure of Owner to perform any inspection hereunder, shall not release Contractor of any of the Contractor obligations hereunder.

14.5 TESTS AND INSPECTIONS

14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner and Engineer or Architect timely notice of when and where tests and inspections are to be made so the Owner and Engineer or Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

14.5.2 If the Engineer or Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Engineer or Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Engineer or Architect of when and where tests and inspections are to be made so the Owner and Engineer or Architect may observe such procedures. The Owner shall bear such cost except as provided in Subparagraph 14.5.3.

14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's or Architect's services and expenses.

14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner with a copy to the Engineer or Architect.

14.5.5 If the Owner and Engineer or Architect are to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and, where practicable, at the normal place of testing.

14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.5.7 Acceptance by the Owner or Engineer or Architect of test data or inspections of any portion of the Work by the Owner shall not relieve the Contractor of the Contractor's obligation to perform the Work as required by the Contract Documents.

14.5.8 Failure of the Engineer or Architect or the Owner during the progress of the Work to discover or reject defective work or work not in accordance with the Contract Documents shall not be deemed an acceptance thereof nor a waiver of the Owner's rights to a proper execution of the Work

or any part of it. No partial or final payment or partial or entire occupancy of the Project by the Owner shall be construed to be an acceptance of the Work or materials which are not in accordance with the Contract Documents, nor a waiver of the Owner's rights.

14.5.9 The Contractor shall bear all costs incurred by the Owner for re-testing and re-inspections should the initial test or inspection fail.

14.6 CLAIMS FOR DAMAGES

14.6.1 Claims for damages shall be made as provided in the Contract Documents.

14.7 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

14.7.1 Unless provided for otherwise herein, Contractor shall obtain and thereafter at all times during the performance of the Work maintain a performance bond and labor and material payment bond, each in a form and substance satisfactory to Owner. Contractor shall exert its best effort to obtain such bonds at the lowest possible cost to Owner.

14.8 REPORTS

14.8.1 The Contractor shall designate a responsible member of the Contractor's organization whose duty shall be to report to the Owner concerning safety and accidents and fire and insurance.

14.8.2 The Contractor's superintendent shall submit The Daily Report to the Owner's representative. The Daily Report shall contain at a minimum a description of the weather, including temperatures and rainfall amounts, a description of the work activities of the Contractor and each Subcontractor with the type and number of staff and tradesmen on the site, and a daily and accumulated summary of concrete placed.

14.9 "AS-BUILT" DRAWINGS

14.9.1 The Contractor shall maintain and submit to the Owner prior to final Application for Payment two sets (one to be reproducible on Mylar) of "as-built" drawings in size to match Engineer's or Architect's drawings showing complete information including descriptions, drawings, sketches, marked prints and similar data indicating the "as-built" conditions of the Work. The Contractor shall keep "as-built" drawings up to date concurrently as the Work progresses.

14.10 OPERATIONS AND MAINTENANCE MANUALS

14.10.1 The Contractor shall furnish to the Owner prior to final completion two bound copies of Operation and Maintenance Manuals containing all information and engineering instructions as furnished by the various manufacturers to enable the Owner's personnel to operate and maintain various Project systems and equipment.

14.11 CODE COMPLIANCE

14.11.1 The Contractor shall comply with the requirements of all Local, State, Federal and other authorities having jurisdiction over the work of this Project.

14.12 INDEMNIFICATION

14.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Architect, additional consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions, recklessness, or

intentional wrongful misconduct of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or indemnity which would otherwise exist as to a party or person described in this Paragraph 14.12.

14.12.2 In claims against any person or entity indemnified under this Paragraph 14.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 14.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

END OF GENERAL CONDITIONS

EXHIBIT P

PROPOSAL DOCUMENTS

TABLE OF CONTENTS

I. SOLICITATION DOCUMENTS

- Request for Proposals
- Official Bid Form with Attachments
- General Notes
- Bid Bond and Certificate as to Corporate Principal
- Attachment A – Affidavit
- Attachment B – List of Proposed Subcontractors
- Attachment C – Certificate of Compliance with Florida Trench Safety Act

II. CONSTRUCTION CONTRACT

- Construction Contract

III. EXHIBITS

- Exhibit A: List of Drawings
- Exhibit B: Specifications
- Exhibit C: Change Order Form
- Exhibit D: Alternates and Unit Prices
- Exhibit E: Table of Organization
- Exhibit F: Special Conditions
- Exhibit G: Site Logistics Plan
- Exhibit H: Schedule of Values
- Exhibit I: Omitted
- Exhibit J: Partial Waiver and Release of Lien
- Exhibit K: Final Affidavit, Waiver and Release of Lien
- Exhibit L: Contractor's Construction Schedule for the Work
- Exhibit M: Certificate of Insurance
- Exhibit N: Warranty Guarantee
- Exhibit O: General Conditions

VI. APPENDICES

- Appendix A - Geotechnical Reports
- Appendix B - Permits
 1. Environmental Resource Permit (S.J.R.W.M.D.)
 2. U.S. Army Corps of Engineers Dredge and Fill Permit

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
INTERSECTION IMPROVEMENT AT
INTERNATIONAL GOLF PARKWAY AND US-1

Reference: ETM No: 03-114-09

The Marshall Creek Community Development District (MCCDD) requests a bid proposal for all work necessary for: Roadway Milling and Resurfacing, Roadway Widening, and all associated drainage system work, utility work, and traffic signal work.

The contract will be awarded to the lowest responsible bidder.

Plans and Specifications for International Golf Parkway and US1 Intersection Improvement construction are enclosed.

No partial bid sets will be available. No plans will be available for pick up at the ETM Offices.

Bids will be received at the offices of England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida, no later than 3:00 pm., Friday, January 19, 2007.

Any questions regarding the proposal or questions concerning the Plans and Specifications must be directed to England-Thims & Miller, Inc. via email (mizellr@etminc.com) or via fax (904) 646-9485. No phone inquiries please.

October 28, 2006

IGP / US-1 INTERSECTION IMPROVEMENTS BID SUMMARY

VJ

BASE BID

PART 1 - ROADWAY AND DRAINAGE.

Item No. and Description

TOTAL

A. ROADWAY

- A.1 MOBILIZATION
- A.2 MAINTENANCE OF TRAFFIC
- A.3 CLEARING AND GRUBBING
- A.4 EARTHWORK
- A.5 ROADWAY CONSTRUCTION
- A.6 HIGHWAY SIGNING
- A.7 ROADWAY MARKING
- A.8 SIGNALIZATION
- A.9 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

\$ 235,111.00
 \$ 222,158.73
 \$ 17,257.80 ✓
 \$ 29,311.12
 \$ 306,933.90
 \$ 4,761.35
 \$ 20,118.20
 \$ 20,900.00
 \$ 20,444.00

B DRAINAGE

\$ 56,640.12

C GRASSING

\$ 8,280.00 ✓

SUBTOTAL PART 1

\$ 941,916.22

PART TWO - UTILITY RELOCATIONS

SUBTOTAL PART 2 (ITEMS A) \$ 173,813.28

PART THREE

- A. STORM WATER POLLUTION PREVENTION PLAN
- B. TESTING ALLOWANCE
- C. BONDING
- D. AS-BUILTS

\$ 2,000.00
 \$ 50,000
 \$ 18,063.75
 \$ 24,720.00

SUBTOTAL PART THREE (ITEMS A-D)

\$ 94,723.75

GRAND TOTAL LUMP SUM BASE BID (PARTS 1-3)

\$ 1,210,513.25

October 28, 2006

**PROPOSAL
(Official Bid Form)**

FOR

I.G.P/ U.S.-1 Intersection Improvements

FOR

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED IN TRIPLICATE TO:

MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT
C/O ENGLAND, THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

On or before January 19, 2007 @ 3:00 P.M.

TO: MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT

FROM: V. J. Usina Contracting, Inc.
(Contractor)

In accordance with the Invitation to Bid inviting proposals for IGP / US-1 Intersection Improvements the undersigned proposes to construct all work necessary to install a complete roadway system including demolition, earthwork, paving, drainage, utility relocations, signing and pavement marking, and signalization, as shown on the plans released for bid dated October 2006, and the Geotechnical Reports prepared by Ellis & Associates, Inc., and in accordance with St. Johns County and FDOT Standard Specifications and the St. Johns River Water Management District permit.

All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

October 28, 2006

TOTAL LUMP SUM BID PRICE
BASE BID

PART 1 - ROADWAY AND DRAINAGE

A. ROADWAY

A.1 MOBILIZATION

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

TOTAL LUMP SUM PRICE ITEM A.1:

\$ 235,111.00 (Numerals)

Two hundred thirty five thousand One Hundred Eleven ⁰⁰/₁₀₀ (Written)

A.2 MAINTENANCE OF TRAFFIC

Includes all costs associated with implementing the Maintenance of Traffic Plan as depicted on the plans and in accordance with the FDOT Standard Index 600 series, including but not limited to:

TEMPORARY PAVEMENT
COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE
OFF-DUTY LAW ENFORCEMENT OFFICERS
FLAGGERS (CONTRACTOR)
RAILROAD FLAGMEN
WORK ZONE SIGNS
BARRICADE (TEMPORARY)(TYPES I,II,VP & DRUM)
~~PANELS ARROW ADVANCE WARNING~~ *Delete Per Addendum*
HIGH INTENSITY FLASHING LIGHTS (TEMP - TYPE B)
MARKER PAVT REFLECTIVE (TEMPORARY)
PAVT MARKING TEMPORARY PAINT
PAVT MARKING REMOVABLE
PAVT MARKING REMOVABLE (RPM)
ADJUSTMENT OF EXISTING SIGNAL HEADS
TEMPORARY TRAFFIC DETECTION TECHNOLOGY
ACCESS FOR RESIDENCES AND BUSINESSES
COORDINATION WITH EMERGENCY SERVICE PROVIDERS
BARRIER WALL(TEMP)(LOW PROFILE)

TOTAL LUMP SUM PRICE ITEM A.2:

\$ 222,158.73 (Numerals)

Two Hundred Twenty Two thousand One Hundred Fifty Eight ⁷³/₁₀₀ (Written)

A.3 CLEARING AND GRUBBING

Includes complete clearing and grubbing and burning and/or removal off-site of all trees, brush, roots, and all other debris in accordance with project specifications and St. Johns County

October 28, 2006

Standards, whichever is more stringent. This clearing and grubbing will be done within the roadways rights-of-way, permanent easements, temporary construction easements, and all other areas as necessary to complete the construction of this project. This item of work includes but is not limited to:

CLEARING & GRUBBING
REMOVAL OF EXISTING STRUCTURES
TREE PROTECTION
REMOVAL OF EXISTING PAVEMENT (ASPHALT AND CONCRETE)

TOTAL LUMP SUM PRICE ITEM A.3:

\$ 17,257.80 (Numerals)

Seventeen Thousand two hundred Fifty Seven ⁸⁰/₁₀₀ (Written)

A.4 EARTHWORK

Includes all dewatering, excavation, fill, compaction, and any additional work necessary to construct the project. Includes removal of all unsuitable material encountered, naturally occurring or otherwise, as required for roadway and utility construction. Also includes replacement of removed unsuitable material with suitable fill in accordance with project specifications. Also includes all fine grading and dress-up work necessary to complete the roadway project. This item of work includes but is not limited to:

EXCAVATION REGULAR
EXCAVATION SUBSOIL
EMBANKMENT
STRIPPINGS
FLOWABLE FILL

TOTAL LUMP SUM PRICE ITEM A.4:

\$ 29,311.12 (Numerals)

Twenty Nine Thousand Three Hundred Eleven ¹²/₁₀₀ (Written)

A.5 ROADWAY CONSTRUCTION

Includes all material, labor and equipment to construct roadways as shown on the plans and in accordance with project specifications. This item of work includes but is not limited to:

STABILIZATION TYPE B
LIMEROCK BASE COURSE
MILLING EXISTING ASPHALT PAVEMENT
ASPHALT CONCRETE TYPE S-1
ASPHALT CONCRETE TYPE S-3
CURB AND GUTTER (18 INCH)
CONCRETE SIDEWALK (8 FEET WIDE)
CONCRETE DITCH PAVEMENT
CONCRETE FLUMES
CONCRETE DRIVEWAYS
KRUSHKRETÉ BASE
ADJUSTING VALVE BOXES

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TOTAL LUMP SUM PRICE ITEM A.5:	306,933.90	(Numerals)
\$		
	Three Hundred Six Thousand Nine Hundred Thirty Three ⁹⁹ / ₁₀₀ (Written)	

A.6 HIGHWAY SIGNING

Includes all roadway signing complete as shown on the plans and in accordance with Florida Department of Transportation and St. Johns County Specifications. Item includes but is not limited to:

- SIGN PANEL
- SINGLE POST SIGN
- REMOVE EXISTING SIGNS

TOTAL LUMP SUM PRICE ITEM A.6:	4761.35	(Numerals)
\$		
	Four thousand Seven Hundred Sixty One ³⁵ / ₁₀₀ (Written)	

A.7 ROADWAY MARKING

Includes all roadway pavement marking complete as shown on the plans and in accordance with Florida Department of Transportation and St. Johns County Specifications. Item includes but is not limited to:

- DELINEATORS
- OBJECT MARKERS
- REFLECTIVE PAVEMENT MARKERS
- STRIPING (PAINT)
- STRIPING (THERMOPLASTIC)
- PAVEMENT MESSAGES AND DIRECTIONAL ARROWS (PAINT)
- PAVEMENT MESSAGES AND DIRECTIONAL ARROWS (THERMOPLASTIC)

TOTAL LUMP SUM PRICE ITEM A.7:	20,118.20	(Numerals)
\$		
	Twenty Thousand One Hundred Eighteen and ²⁰ / ₁₀₀ (Written)	

A.8 SIGNALIZATION

Includes all costs associated with the modification of the traffic signal. Item includes but is not limited to:

- GROUNDING
- CONDUIT

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SIGNAL CABLE
PULL BOXES
INDUCTIVE LOOP DETECTOR AND ASSEMBLY

TOTAL LUMP SUM PRICE ITEM A.8:
\$ 20,900.00 (Numerals)
Twenty Thousand Nine Hundred 00/100 (Written)

A.9 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

Includes all measures that are required to comply with the State of Florida water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes but is not limited to the following:

HAY OR STRAW BALE (18" X 18" X 36")
TURBIDITY BARRIER FLOATING
TURBIDITY BARRIER STAKED
SILT FENCE STAKED (TYPE III)
STAKED SILT FENCE (TYPE IV)
SOIL TRACKING PREVENTION DEVICE
ROCK BAGS
PLAN IMPLEMENTATION, INSPECTION, AND MAINTENANCE
TEMP GRASSING

TOTAL LUMP SUM PRICE ITEM A.9
\$ 20,444.00 (Numerals)
Twenty Thousand Four Hundred Forty Four 00/100 (Written)

B. DRAINAGE

Includes the complete storm drainage system, including all dewatering, structures, pipes and spillways. Includes removal, replacement and disposal of any unsuitable material encountered in the regular excavation and all other work necessary to complete the installation. Includes testing as required by St. Johns County and the preparation and submittal of all drainage as-builts as required by St. Johns County and the St. Johns River Water Management District. Item includes but is not limited to:

PIPE
MANHOLES
INLETS
END WALLS
MITERED END SECTIONS
ADJUSTING MANHOLES AND INLETS

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TOTAL LUMP-SUM PRICE ITEM B:	<u>56,640.12</u>	(Numerals)
\$	<u>Fifty Six Thousand Six Hundred Forty and 12/100</u> (Written)	

C. GRASSING

Includes all costs of material, labor and equipment for grassing of all disturbed areas within the limits of construction as shown in the plans and including ditches. All grassing shall be in accordance with St. Johns County and FDOT Specifications. Item includes but is not limited to:

- SEED & MULCH
- BAHIA SOD
- WATERING
- FERTILIZER
- MOWING

TOTAL LUMP SUM PRICE ITEM C:	<u>8280.00</u>	(Numerals)
\$	<u>Eight Thousand Two Hundred Eighty and 0/100</u> (Written)	

PART TWO – UTILITY RELOCATION

SJCUD UTILITY RELOCATION

Includes the relocations or adjustments as necessary for the construction of the improvements including all pipe, valves, services, fittings, connection to the existing distribution system, pressure testing, flushing, disinfection, flushing hydrants, fire hydrants, locate wires and appurtenances, plugs, and the removal, disposal and replacement of any unsuitable material encountered, material testing, and all other work necessary to complete the installation of the system.

TOTAL LUMP SUM PRICE .:	<u>173,873.28</u>	(Numerals)
\$	<u>One Hundred Seventy Three thousand Eight Hundred Seventy Three and 28/100</u> (Written)	

PART THREE

A. STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have

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analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

TOTAL LUMP SUM PRICE ITEM A:		
\$	<u>2000.00</u>	(Numerals)
	<u>Two thousand and 0/100</u>	(Written)

B. TESTING ALLOWANCE

The costs for all testing associated with the construction of the roadway is to be included in the Contractor's Contract. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, concrete strength tests, etc. An allowance of \$50,000.00 is provided for this item, but all reimbursements for this item will be made to the Contractor based upon the actual testing company's invoices. The Owner must approve the Contractor's testing company.

TOTAL LUMP SUM PRICE ITEM B:		
\$	<u>50,000</u>	(Numerals)
	<u>Fifty Thousand</u>	(Written)

C. BONDING

C.1 PAYMENT AND PERFORMANCE BOND

Cost of providing payment and performance bond in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM C.1:		
\$	<u>15,260.98</u>	(Numerals)
	<u>FIFTEEN THOUSAND TWO HUNDRED SIXTY & 98/100</u>	(Written)

C.2. WARRANTEE/MAINTENANCE BOND

Cost of providing warrantee/maintenance bond in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM C.2:		
\$	<u>2,742.77</u>	(Numerals)
	<u>Two Thousand Seven Hundred Forty Two & 77/100</u>	(Written)

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D. AS-BUILTS

Cost of providing ALL as-builts in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM D:		
\$	24,720.00	(Numerals)
	Twenty Four Thousand Seven Hundred Twenty (Written)	

GENERAL NOTES

1. The Contractor must provide all necessary survey work.
2. Allowance: An allowance for testing services in the amount of \$50,000.00 shall be included in the bid. No contractor mark-up will be allowed for this allowance.
3. Where so indicated in this Bid Proposal, lump sum prices shall be expressed (printed or typed) in words and numerals, and in the case of discrepancy between the two, the amount expressed in words shall govern.
4. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within five (5) calendar days after the date of OWNER's Notice of Award.
5. In submitting this Bid, BIDDER represent, as more fully set forth in the Agreement, that:
 - (a) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (b) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
 - (d) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (e) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

6. BIDDER agrees that the Work will be Substantially Complete within two hundred forty (240) calendar days after the date when the Contract Times commences to and completed and ready for final payment the General Conditions within two hundred seventy (270) calendar days after the date when the Contract Times commences to run.

7. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

No. <u>1</u>	Date Received <u>1-10-2007</u>
No. <u>2</u>	Date Received <u>1-15-2007</u>
No. _____	Date Received _____
No. _____	Date Received _____

8. The following documents are attached to and made a condition of this Bid:

- ✓ (a) Required Bid Security in the form of BID BOND including Certificates as to Corporate Principal;
- ✓ (b) Certificate as to Corporate Principal;
- ✓ (c) Attachment A - Affidavit;
- (e) Attachment B - List of Proposed Subcontractors;
- ✓ (f) Attachment C - Certificate of Compliance with Florida Trench Safety Act;
- ✓ (g) Letter of Qualification for Performance and Payment Bonds
- (h) Initial Project Schedule

9. Communications concerning this Bid shall be addressed to: Ali Burchfield

The address of BIDDER indicated below:

4669 Avenue A
St. Augustine FL 32095
Telephone Number: 904-829-6727

10. Terms used in this Bid which are defined in the General Conditions, Supplementary Conditions or Instructions will have the meanings indicated in the General Conditions, Supplementary Conditions or Instructions.

We, the Undersigned, hereby declare that no person, persons, firm, or corporation, other than the undersigned, are interested in this proposal as principals and that this Proposal is made without collusion with any person, firm, or corporation.

CORPORATE/COMPANY

Company Name: V.J. Using Contracting Inc. (Seal)

By: [Signature] Ali Burchfield
(Name typed or printed)

By: _____ (Name typed or printed)

Address: 4669 Avenue A, St. Augustine FL 32095

Telephone No.: (904) 8296727

Fax No.: (904) 8290822

State Contractor License Number: RU-0046415

Federal I.D. Tax Number: 59-2203141

INDIVIDUAL

Name: _____ (Signature) _____ (Name typed or printed) _____ (Title)

Address:

Telephone No.: ()

Federal I.D. Tax Number:

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOWN ALL MEN BY THESE PRESENTS, that V. J. Usina Contracting, Inc.
as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and
firmly bound unto Marshall Creek Community Development District., in the penal sum of
Dollars (\$ 5% of amount bid) lawful money of the United States, we bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has
submitted the accompanying Bid, dated January 19, 2007.

For
IGP/US-1 Intersection Improvements
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal will not withdraw said Bid within sixty (60) days after Bid Opening date, and shall within fifteen (15) days after prescribed forms are presented to him for signature, enter into a written Contract with Marshall Creek CDD in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal will pay Marshall Creek CDD, the difference between the amount specified, in said Bid and the amount for which Marshall Creek CDD may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 19th day of January A.D., 2007, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

[Signature]

PRINCIPAL:

V. J. Usina Contracting, Inc.

NAME OF FIRM

[Signature]

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

[Signature]

TITLE

4669 Avenue A

BUSINESS ADDRESS

St. Augustine, FL 32095

CITY

STATE

SURETY:

Travelers Casualty and Surety Company of America

CORPORATE SURETY

[Signature]

ATTORNEY-IN-FACT (AFFIX SEAL) Robert T. Theus

2420 Lakemont Ave, 4th Floor

BUSINESS ADDRESS

Orlando, FL 32814

CITY

STATE

Cecil W. Powell & Company

NAME OF LOCAL INSURANCE AGENCY

WITNESS:

[Signature]

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Gwendolyn T. Usina, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that V.J. Usina III who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

Gwendolyn T. Usina
Secretary

Corporate Seal

STATE OF Florida

COUNTY OF Duval

Robert T. Theus Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Travelers Casualty and Surety Company of America and that he has been authorized by to execute the foregoing bond on behalf of the surety named therein in favor of Marshall Creek Community Development District

Subscribed and sworn to me this 19th day of January, 2007.

Luisa Montano Olmo
NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

END OF SECTION



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218126

Certificate No. 001364419

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Fitzhugh K. Powell, Fitzhugh K. Powell, Jr., Robert T. Theus, Patricia M. Wright, and Roger R. Hurst

of the City of Jacksonville, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of December, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 27th day of December, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

ATTACHMENT A

AFFIDAVIT

TO: Marshall Creek Community Development District

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA COUNTY OF St. Johns
Before me, the Undersigned authority, personally appeared Ali Burchfield
who being duly sworn, deposes and says he is Estimator of V.J. USINA CONTRACTING INC.
(Title) (Firm)

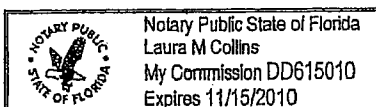
The Bidder submitting the attached proposal for the work covered by the Documents in Bid No: 03-114-09 Marshall Creek Community Development District, St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

V.J. USINA CONTRACTING INC.
day
(Bidder)
By: [Signature]
Ali Burchfield
Estimator
(Title)

Sworn and subscribed to me this 19th
of January, 2007.

Notary Public



Signature [Signature]
Printed Laura M. Collins
My commission Expires:
11/15/2010

NOTE: This form must be completed and attached to the Bidder's Bid Proposal

ATTACHMENT B

LIST OF PROPOSED SUBCONTRACTORS

List shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. Indicate percentage of Contract Price for each subcontractor listed. Attach additional information as needed.

Subcontractor No. 1

Name: ATLANTIC COAST ASPHALT
Description of Work: ASPHALT PAVING
Percent of Contract Price: 12%
Previous Experience Together: YES

Subcontractor No. 2

Name: CURB SYSTEMS
Description of Work: CONCRETE CURBS & FORM WORK
Percent of Contract Price: 6%
Previous Experience Together: YES

Subcontractor No. 3

Name:
Description of Work:
Percent of Contract Price:
Previous Experience Together:

Subcontractor No. 4

Name:
Description of Work:
Percent of Contract Price:
Previous Experience Together:

Subcontractor No. 5

Name:
Description of Work:
Percent of Contract Price:
Previous Experience Together:

Note: This form must be completed and attached to the Bidder's Bid Proposal.

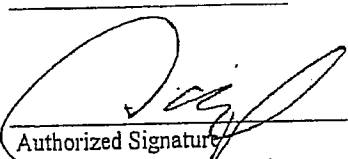
ATTACHMENT C

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Aggregate Lump Sum Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: V. J. USINA CONTRACTING INC.
Bidder

Date: 1-19-2007


Authorized Signature
Ali Bushfield

NOTE: This form must be completed and attached to the Bidder' Bid Proposal



CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS - SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE 904/353-3181 FAX 904/353-5722 • e-mail: info@cwpowdllins.com • web site: cwpowellins.com

Knowledge and Wisdom
January 9, 2007

Marshall Creek Community Development District

Re: **V.J. Usina Contracting, Inc.**

Project: **International Golf Parkway Intersection Improvements**

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for V.J. Usina Contracting, Inc. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$50,000,000 with the provision that we and Travelers Casualty and Surety Company of America reserve the right to review final contractual documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

V.J. Usina Contracting, Inc. is currently bonded through Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America has an A.M. Best's rating of A+ XV, is listed in the Department of Treasury's Listing of Approved Sureties and is licensed to conduct business in the State of Florida.

V.J. Usina Contracting, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Robert T. Theus
Vice President





England-Thimig & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS

ADDENDUM NO. 1
DATE OF ADDENDUM: January 9, 2007
BID NUMBER: 03-114-09
TITLE OF BID: International Golf Parkway at US1 Intersection Improvements
OPENING TIME & DATE: 3:00 p.m., January 19, 2007

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE A PART OF THE CONTRACT.

Changes to Plans

Sheet 20: Concrete Apron Detail revised to remove need for Krush Krete

Sheet 36: Railroad crossing note # 3 and note #4 revised to limit contractor responsibility to repair only damage caused by contractor activities.

Utility Adjustment Sheets U1, U2 and U3 added.

Changes to Specifications

There is no longer any requirement for the contractor to provide a construction trailer or project office.

Response to RAI

What is the thickness of the crush crete base shown on sheet 20?

Krush Krete base requirement has been removed.

Sheet 5 note #25 – "additional lifts of type S1 asphalt concrete may be required for the profile slope connections"

I can't find anywhere on our plans that it shows the existing asphalt slope. In order to have a level playing field on the bids, can you please direct the bidders as to what we should include in our bids?

This note refers to the longitudinal overbuild that will be required after milling in order to produce the profile as shown on the Plan/Profile sheets. Refer to cross sections for differences between existing and proposed profile grade.

Should we assume that we will be able to coordinate the other utilities inside of our work progress schedule?

I know we were instructed previously on the length of their work, but have the utilities provided you with notification/lead times in order to get their work started?

Yes, as discussed in the pre-bid meeting, Bellsouth work is anticipated to take six weeks, which should be included in your schedule.

On the bid form part two is for utility relocation which appears to relate to an existing water line. There is also a detail sheet (#23) which is also related to water main and force main. I do not see any utility relocations on the plans. Can you please direct me as to where this work is shown?

Utility adjustment sheets have been added. Please include cost for all depicted and anticipated utility work in your bid.

We are getting a lot of heartache from signalization contractors and are having a hard time getting anyone to bid it. This mainly seems to be due to a note that is on sheet 36. This note reads as follows: "3. the contractor shall verify the location of existing conduit and pull boxes and is required to maintain existing conduit run(s) under florida east coast railroad (FEC) right-of-way. Repairing any damage to the existing conduit run(s) within FEC right-of-way will be the contractor's responsibility."

I think my subs are interpreting this to mean that there could be some existing damage in which we would have to own and repair. I am not sure about the railroad's requirements for conduits, but I know their specs for utility pipes are very difficult and costly. Can you clarify that the responsibility would simply be for any damage caused by us during construction and that we would not own any existing damage that

may have already been done by others? It seems unfair to make us take this on and this could be an item that would possibly render us unable to bid the project.

Note 3 and Note 4 have been modified to limit responsibility of contractor to repair only damage caused by the contractor.

It appears there is a wooden power pole less than 10' from the proposed north side headwall (s27)
Should the contractors include the FPL fees to hold this pole if that is necessary?

Yes. Protection of existing utilities to remain is the responsibility of the contractor.

The floodlight to be relocated at station 95 +/-
This is illuminating a sign right behind it.
Should the bidders also include budget to relocate/remount this sign?

No. Do not include these costs in the bid.

End Addendum-1



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ADDENDUM NO. 2
DATE OF ADDENDUM: January 15, 2007
BID NUMBER: 03-114-09
TITLE OF BID: International Golf Parkway at US1 Intersection
Improvements
OPENING TIME & DATE: 3:00 p.m., January 19, 2007

**THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF
BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE A
PART OF THE CONTRACT.**

**Due to time constraints this will be the final addendum issued. Good
luck to all bidders.**

Changes to Plans

Utility Adjustment Sheets U1, U2 and U3 updated to show HDPE mainlines for
the FM and WM.

Stubout locations on Sheet U2 have been modified.

Response to RAI

The existing 20" watermain is shown as PVC on the profile view, but it is shown as HDPE above in the
detail blow up. Please clarify which is correct and if the material varies, please state the limits of each
type of pipe.

The Water Main and Force Main mainline are HDPE. Utility plan sheets have been updated to
reflect this.

The cutting in of the tees and valve on the 20" line will not be an easy task. What are the locations of the shut off valves and are there any special shut down procedures we should plan to follow? If this is an independent line (not on a loop) with services, we may be required to post advance door notices, issue boil water notices and retraction notices after the testing is complete. If this is required, we will need to know the limits of the affected areas – ie the number of services affected.

Also identify any shutdown limitations, such as night time work etc.

ETM has been advised by SJCUD that this is a looped system. Contractor should verify with SJCUD prior to bid submittal.

Identify the type of pipe for the existing 8" force main (HDPE or PVC) and limits if applicable.

The Water Main and Force Main mainline are HDPE. Utility plan sheets have been updated to reflect this.

If the water line is all HDPE, I don't think we can wet tap it. You show a wet tap for the 6" stub at station 93+30

HDPE can be wet-tapped. Special saddles are available for this. See Romac Industries, Inc. Product SST-H.

At station 92+35L there is an arrow attached to a note for an additional 8x4 tapping sleeve and a 4" plug valve. These items are not depicted on the drawings. Please clarify if something is required in this area, or if this is an old note that should have been removed.

Utility adjustment sheets have been updated. Please refer to new sheets for updated utility work required.

Addendum #1 the second question refers to the existing roadway slope. The cross sections are not such that would allow us to determine the existing slope to any degree of needed accuracy. I noticed that you provide existing center line elevations, but the existing edge of road elevations are missing. Can you provide that information so that we can check the existing slope and be able to anticipate any slope correction as you are requiring this in your plan notes?

Contractors should estimate quantities from information provided. Contractors can get more detailed information from electronic files attached.

Sheet U3 – station 98+30 R

"adjust valves and fire hydrant"

Will this involve moving the hydrant valve?

If so, is it an option to bury the old valve in the open position and extend the 6" line installing an additional valve to get this all out from under the pavement?

Contractor can bury old valve in open position and extend the 6" line to get valve out from under the pavement.

Also, are there any other valves that need to be "moved".

No other existing valves are anticipated to be moved based upon available SJC as-built data.

Does the force main crossing at station 93+10 need to be encased per SJCUD casing specs?

Yes this needs to be cased. Utility plans have been updated to show this.

It appears that there are several places where valves will now fall into the new roadway. This is normally not allowed. Is this project falling under an exception to this rule? Or will we be expected to somehow get the valves out from under the road. Specifically I am looking at the following locations:

Station 92+13R – new 20" butterfly valve appears to be in the pavement & curb seam
Station 93+10L – the new tapping valve, this will be a tight fit, but I believe we may be able to get the tapping valve between the curb and the existing 8" FM

Station 97+53L – the existing FM valve appears that it will fall in the new curb

Station 98+55R – the existing WM valve – the valve symbol looks like it is just behind the curb, but the water line at this location looks like it is in the curb.

Bid the plans as shown.

How deep are the existing traffic loops installed? If these are shallow and the milling takes them out, we will be burdened with temporary traffic control on the traffic signal at the intersection throughout most of the project....

The milling will take out the loops. Contractor shall schedule their work operations accordingly. Temporary traffic control, as required, will be responsibility of contractor.

End Addendum-2